

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/29

**TITLE:** Snow Confectionery Pty Ltd Enterprise Agreement 2003-2004

**I.R.C. NO:** IRC4/5328

**DATE APPROVED/COMMENCEMENT:** 7 October 2004 / 7 October 2004

**TERM:** 3

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 4 March 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Snow Confectionery Pty Ltd, located at 34, Davis Road, Wetherill Park, NSW 2164, who fall within the coverage of the Confectioners (State) Award.

**PARTIES:** Snow Confectionary Pty Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

# SNOW CONFECTIONERY PTY LTD ENTERPRISE AGREEMENT 2003 - 2004

## 1.0. Title

This agreement shall be known as the:

Snow Confectionery Pty Ltd Enterprise Agreement 2003 - 2004

## 2.0. Arrangement

The Agreement Is Arranged As Follows:

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| 1.         | Title                                      |
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| 7.         | Wages                                      |
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## 3.0. Definitions

3.1 In this agreement:

"Employer" means Snow Confectionery Pty Ltd; and

"Union" means AFMEPKIU.

"Award" means the Confectioners (State) Award.

#### **4.0. Application of Agreement and Parties Bound**

This agreement shall apply to Snow Confectionery Pty Ltd and its employees. the parties bound are:

4.1 Snow Confectionery Pty Ltd;

Automotive , Food , Metals , Engineering , Printing and Kindred Industries Union; and

All employees employed at the employers establishment at 34 Davis Road, Wetherill Park, NSW who are employed in the classifications or occupations covered by the Confectioners (State) Award and are eligible for membership of the Union, whether members of Union or not.

#### **5.0. Date and Period of Operation**

This agreement shall operate from the date of approval and shall remain in force until 31 December 2004. This agreement shall be approved by the Industrial Relations Commission of New South Wales.

#### **6.0. Relationship to the Award**

- 6.1 This agreement shall be read wholly in conjunction with the Award, providing where there is any inconsistency between this agreement and the Award this agreement shall take precedence to the extent of any inconsistency.
- 6.2 Existing over award payments and conditions of employment shall continue to apply as if they were a term of this agreement except where the expressly stipulated terms of this agreement provide otherwise.
- 6.3 An employee commencing his or her employment with the employer after the date on which this agreement comes into operation shall be employed in accordance with the terms of this agreement.
- 6.4 The employer and the unions agree that no employee, including apprentices and trainees, shall be employed other than under the terms of this agreement. To avoid doubt, this means that no employee shall be offered an Australian Workplace Agreement.

#### **7.0. Wages**

- 7.1 Employees who are bound by this agreement shall be paid a minimum wage increase of 7% for the period from 31 December 2002, and paid in two increments as follows:
- 4.0% calculated from 1 January 2003
- 3.0% calculated from 1 January 2004
- 7.2 The wage increase specified in this clause shall be payable in addition to the current agreed rates of pay and allowances at the enterprise and shall be paid for all purposes of the Award. The wage increases provided for in this clause may be varied in accordance with the terms of section 43 of the *Industrial Relations Act 1996* where the Employer and the Union have agreed to increase wage rates as a result of any increases in the CPI, level of executive salaries or other matters which affect an employee's purchasing power, for example the GST.
- 7.3 A schedule of wage rates applying immediately prior to the increase shall be attached to this agreement.

#### **8.0. Long Service Leave**

- 8.1 Long service leave shall be available after five years service on a pro-rata basis. All other conditions shall be as per the NSW *Long Service Leave Act 1955*

## **9.0. Trade Union Training Leave**

Each duly recognised delegate covered by this agreement and nominated by the Union shall be allowed up to 10 days paid leave per annum to attend trade union training courses conducted or approved by Trade Union Training Australian Inc. or the union. Such leave shall be cumulative. The Union undertakes where possible to provide reasonable notice and to take into consideration the needs of the business.

## **10.0. Union Officials and Shop Stewards**

- 10.1 An official or officer of the Union shall have the right to enter the employer's establishment at any time during working hours for the purposes of conducting union business and matters incidental to union business. The official or officer should observe site security procedures.
- 10.2 The Employer shall recognise duly elected union delegates or shop stewards in the enterprise upon notification by the union to which the employee belongs. The union delegates or shop stewards shall be allowed all necessary time during working hours to interview employees and the employer or the employer's representative on matters affecting employees whom they represent. The delegates or shop stewards shall be allowed an adequate and private meeting place and reasonable time during working hours to interview a union official from their union on legitimate union business.

## **11.0. Introduction of Change**

### **11.1 Employer's duty to notify**

11.1.1 Where the employer is planning to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, whether or not a decision has been made, the employer shall notify the employees who may be affected by the proposed changes and their union.

11.1.2 Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provisions for alterations of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

### **11.2 Employer's duty to discuss change**

11.2.1 The employer shall discuss with the employees affected and their union, inter alia, the introduction of the changes referred to in paragraph (a)(i) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.

11.2.2 The discussions with employees affected and their union shall commence as early as practicable after the activities referred to in paragraph (a)(i) hereof.

11.2.3 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

11.2.4 The employer shall provide information in languages other than English for employees of non-English speaking background.

### 11.3 Consultation and provision of information:

11.3.1 Where the Employer has made a decision that the Employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with their union.

11.3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision, which will invoke the provisions of paragraph (i) hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

11.3.3 For the purposes of the discussion the employer shall, as soon as practicable after making a decision but before any terminations, provide in writing to the employees concerned and their union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which, or the time when the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

11.3.4 If redundancies are still necessary after following the procedures set out above, the parties agree to negotiate a redundancy package that is recognised as being within Industry standards. As a minimum the starting point shall be 3 weeks for each year of service.

### 11.4 Statement of Employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to an employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

## **12.0. Employment Security**

12.1 The Employer shall take steps to ensure that the enterprise has the benefit of a stable and committed workforce.

12.2 Such steps shall include:

12.2.1 Measures to increase the security of employees' employment;

12.2.2 Increased investment in the productive capacity of the enterprise;

12.2.3 Maintaining a direct employee/employer relationship with employees; and

12.2.4 No contracting out of work covered by this agreement.

## **13.0. Sick Leave**

13.1 Employees shall be entitled to 5 days per annum during the first year of the employment and 8 days per annum for the second and subsequent years.

13.2 Employees shall within 24 hours of commencing sick leave inform the employer of the inability to attend work and as far as practicable state the nature of injury or illness and the estimated duration of the absence.

13.3 Employees who take two days or more days consecutive sick leave are required to provide a medical certificate on each occasion.

- 13.4 Employees who have taken more than two single sick days in a calendar year must provide the employer with a medical certificate or statutory declaration stating the reason for their inability to attend work on all subsequent single days of absence.
- 13.5 Unused sick leave shall be paid out on each employees anniversary date. Such payment shall be at 7.6 hours for each day, calculated at ordinary rate of pay.

#### **Attendance Bonus**

- 13.2 Employees in their second and subsequent years of employment will be entitled to an attendance bonus under the following conditions:
- 13.2.1 Employees who use four sick days in a year will be paid the equivalent to two days pay, in addition to the remainder of their sick leave, on their anniversary date.
- 13.2.2 Employees who use between five and six sick days in a year will be paid the equivalent to one days pay, in addition to the remainder of their sick leave, on their anniversary date.
- 13.3 Absences due to Workers Compensation claims will not be counted for the purpose of the bonus payment.
- 13.4 Such payments shall be at 7.6 hours for each day, calculated at ordinary rates of pay.

#### **14.0. Training**

- 14.1 Paid training leave in accordance with the agreed enterprise training plan will be provided. Where an employee undertakes such training it shall be conducted as far as practicable in the employee's usual working time and the employee shall not lose pay for attendance or extra travel associated with such training.
- Where it is necessary for the employee to attend training outside of the employee's usual working time the employee shall be paid for such attendance or extra travel time as if the employee had worked.
- 14.2 Fees, materials or any other reasonable costs associated with the training referred to in 14.1 shall be reimbursed by the employer.
- 14.3 The provisions of 14.1 and 14.2 shall apply equally to apprentices, trainees, or other similar categories of persons engaged by the employer except where agreement to allow otherwise is reached with the Union.
- 14.4 All apprentices and trainees shall continue to receive paid training. Such training shall meet the requirements of the Award and the industry training advisory board, resulting in a consistent national qualification.

#### **15.0. Reclassification/Competency Standards**

The employer and the Union agree that employees have access to reclassification and career path progression.

#### **16.0. Contract Labour**

- 16.1 The Employer and the Union confirm their commitment to permanent direct employment. The parties agree that contract labour shall only be used for special project work/installations.
- 16.2 The parties agreement confirm their commitment to permanent employment and agree to the following criteria regarding the engagement of contract labour:
- 16.2.1 The company shall only engage contract employees by agreement with the Automotive, Food, Metals, Printing & Kindred Industries Union following consultation.

16.2.2 All contract labour shall be covered by a certified agreement to which the Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union is a party.

16.2.3 All contract labour shall be paid no less than the ordinary rate of pay equivalent classification plus appropriate loadings.

### **17.0. Superannuation**

17.1 The company agrees to maintain payments for superannuation at pre-injury level whilst the employee is in receipt of workers compensation payments.

17.2 During the life of the agreement the parties shall conduct a review of the current superannuation arrangements with a view to moving to an industry Fund. To facilitate any transfer the company shall provide adequate time to employee's for information sessions and presentations.

### **18.0. Meetings**

The Employer agrees to allow the Union to conduct paid workplace information sessions for a period not exceeding 1 hour on at least five occasions in any 12 month period. The Union undertakes to give reasonable notice where possible.

### **19.0. Disputes Settlement Procedure**

19.1 Any grievance, dispute or claim shall be dealt with in the following manner:

19.1.1 Should any matter arise which gives cause for concern to an employee he shall raise such matter with their immediate supervisor.

19.1.2 If the matter remains unresolved it shall be referred to the Union delegate who shall consult with the appropriate representative of the management.

19.1.3 If the matter remains unresolved it shall be referred to the secretary of the Union (or their representative). This official shall discuss it with a senior representative of the employer.

19.1.4 If the matter remains unresolved the senior representative of the Employer shall notify the relevant employer association whose appointed representative shall discuss the grievance with appointed Union representative.

19.1.5 If the matter remains unresolved it shall be submitted to the Industrial Relations Commission of New South Wales for resolution.

19.1.6 If the above procedure is being followed, work shall continue normally in accordance with the agreement.

19.1.7 No party shall be prejudiced as to final settlement by the continuance of work normally in accordance with the clause.

19.1.8 In the event of a party failing to observe these procedures the other party may take such steps as are open to resolve the matter.

19.1.9 The parties shall, at all times, confer in good faith and without undue delay.

19.1.10 During the discussions "the status quo" shall remain and work shall proceed without stoppage or the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute of matter given rise to the dispute.

- 19.2 This procedure will be applicable to disciplinary counselling for work performance, lateness, absenteeism, security procedures, safety issues and conditions of this agreement, etc:-
- 19.2.1 Notwithstanding satisfactory improvement at the set review date, repeat breaches occurring up to six months from the last warning, will result in a movement to the next stage of the procedure.
  - 19.2.2 Repeat breaches between six and twelve months from the last warning will result in a re-issue of that warning.
  - 19.2.3 Repeat breaches after twelve months will result in the whole process being recommenced.
- 19.3 Employee Rights are as follows:-
- 19.3.1 At every stage the employee must be given the opportunity of presenting their own view of events.
  - 19.3.2 All counselling and warnings are to be given by the department head with the direct supervisor present.
  - 19.3.3 A Union delegate must be present at all stages unless the employee specifically requests otherwise.
  - 19.3.4 At every stage of the warning both the employee and delegate must be clearly informed of the stage of warning and reasons for the warning.
  - 19.3.5 After stating reasons for the warning to the employee and delegate there will be a cooling off period of one hour before continuation of the warning and resolution.
- 19.4 The procedure is as follows:-
- 19.4.1 Stage 1 - Counselling. Emphasis on rectifying unsatisfactory behavior. No record is kept but a review date is set.
  - 19.4.2 Stage 2 - Verbal Warning. Similar to Stage 1 except much firmer. This warning is recorded on the personnel file. Review date set.
  - 19.4.3 Stage 3 - 1st Written Warning. Addressed to Individual. Reference made to previous counselling interviews and verbal warning. Review date set.
  - 19.4.4 Stage 4 - Final Written Warning. Addressed to individual. Reference made to previous counselling interviews and written warning. Reference to appropriate action failing improvement.
  - 19.4.5 Stage 5 - Final Dismissal. If the facts of the incident leading to Stage 5 are disputed, the employee will be suspended on full pay pending investigation and resolution.
- 19.5 The disputes settlement procedure shall apply to any matter in dispute between the Employer, Employees and the Union. While these processes are being followed the parties shall be committed to avoid stoppages of work, lockouts or other bans or limitations on the performance of work and the employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the enterprise.
- 19.6 The employer agrees that labour can be withdrawn when employees have a reasonable concern about a risk to health or safety.
- 19.7 All conciliation regarding disputes and potential disputes arising out of the operation of this clause will be dealt with by the Industrial Relations Commission of New South Wales. The employer will pay any costs associated with conciliation.



## **20.0. Rostered Days Off (RDO)**

- 20.1 Permanent employees are entitled to one RDO per month. Some banking of R.D.O's may occur during peak production periods by mutual agreement. However, the parties agree to limit the number of R.D.O's banked to 5 days. Employees who accumulate more than 5 R.D.O's may be required to take the excess days, with a minimum of two weeks notice.

## **21.0. Facilities**

- 21.1 The employer shall continue to provide facilities to the satisfaction of the parties to this agreement including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating and cooling, ventilation, canteen and rest room facilities. Any disagreements about the adequacy of facilities shall be dealt with through the consultative process of this agreement and the disputes settlement procedure.
- 21.2 In each work area there shall be a least one employee paid the appropriate first-aid allowance who is trained and qualified to render first aid.

## **22.0. Consultative Committee**

- 22.1 The parties agree to establish a consultative committee to assist the parties improve productivity, efficiency and to provide for the effective involvement of Union members in the decision making processes. The committee will consist of an equal number of employer and Union representatives.
- 22.2 The objects of the committee are to investigate, determine, make recommendations on matters including but not limited to:
- 22.2.1 introduction of new technology
  - 22.2.2 changes to work organisation
  - 22.2.3 expansion and investment
  - 22.2.4 quality
  - 22.2.5 productivity improvement
  - 22.2.6 new management practices
- 22.3 Union representatives on the committee will have adequate time and access to the persons they represent:
- 22.3.1 prior to the Committee meetings to prepare for agenda items
  - 22.3.2 following Committee meetings to report back, when necessary, on issues discussed
- 22.4 Union representatives have the right of access to a reasonable amount of information and documents held by management relevant to issues being considered by the Committee.

## **23.0. Occupational Health and Safety**

- 23.1 The parties to this agreement abhor the loss of life, sickness and disability caused at work. The parties agree to the establishment of health and safety committees in every workplace and the recognition of rights and training for health and safety representatives.
- 23.2 The parties are committed to pursuing the means of safeguarding and improving the working life and health of employees, particularly those working 12 hour shifts and rosters of more than five days in seven.

#### **24.0. Sickness & Accident Income Protection**

A sickness and accident income protection plan shall be made available for employees but only if each of the following occurs:

- a. all employees employed at the Employer's premises agree to participate in the plan; and
- b. the plan is approved and endorsed by the Union; and
- c. each employee meets his/her own costs of participating in the plan.

#### **25.0. Women's Participation in Manufacturing**

The Employer will continue to support and assist women's participation in the manufacturing industry. This shall include the development of policies consistent with the Affirmative Action and *Equal Opportunity Act* 1986.

#### **26.0. Protection of Core Labor Standards**

The Employer will seek formal assurance from its suppliers that materials/products purchased have been manufactured under minimum ILO standards. Should the Employer become aware that a supplier is proven not to conform with this, purchasing shall cease immediately from that supplier.

#### **27.0. Environmental Committee**

The Employer is committed to acting in a responsible manner towards the environment and recognise that such actions lead to a safe, secure working environment. The Employer will be responsible for monitoring and implementing environment performance on the work site in consultation with its employees.

#### **28.0. Classification Structure**

The parties agree during the life of the agreement to establish a skills based classification structure. The structure will be based on competency standards for the confectionary industry and recognition of prior learning.

#### **29.0. Blood Donors Leave**

Employees donating blood shall suffer no loss of pay. The Employer shall make arrangement to have the Red Cross Donor bus visit the site on a designated day.

#### **30.0. Local Content**

The parties to this agreement are committed to promoting the Australian Manufacturing Industry. The Employer will endeavour to ensure that where possible Australian goods and services will be used.

#### **31.0. Paid Union Meetings**

The Employer shall continue the current practice of allowing employee's to attend Union meetings without loss of pay.

#### **32.0. No Extra Claims**

The Employer and the union agree that they will not, for the duration of this agreement, pursue any extra claims for changes in relation to the matters dealt with by this Agreement except where consistent with this Agreement or State Wage Case Decisions.

