

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/124

**TITLE: The Smiths Snackfood Company Ltd - Rydalmere
Warehouse Enterprise Agreement 2003**

I.R.C. NO: IRC3/7248

DATE APPROVED/COMMENCEMENT: 19 February 2004 / 31 July 2003

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/334

GAZETTAL REFERENCE: 18 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all warehouse employees employed by The Smiths Snackfood Company Ltd located at its Rydalmere warehouse, 23 South Street, Rydalmere NSW 2116, engaged in the classifications pertaining to warehousing activities who fall within the coverage of the Storeman and Packers (General) State Award

PARTIES: Smiths Snackfoods -&- the National Union of Workers, New South Wales Branch

**THE SMITH'S SNACKFOOD COMPANY LTD - RYDALMERE
WAREHOUSE ENTERPRISE AGREEMENT, 2003**

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1. Title of Agreement

This Agreement is The Smith's Snackfood Company – Rydalmere Warehouse Enterprise Agreement, 2003 (the Agreement).

2. Spirit of Agreement

This Agreement has been reached through a consultative process involving Smith's, the Rydalmere Warehouse Employees and the Union. This Agreement reflects and embodies mutual commitment to the following:

- (a) Continuously measuring and improving the site's operating performance;
- (b) Developing effective harmonious, team-based work practices;
- (c) Supporting the values of The Smith's Snackfood Company; and
- (d) Rewarding and developing Employees via structured learning and development initiatives consistent with the above principles.

3. Parties Bound

This Agreement is binding upon:

- (a) The Smith's Snackfood Company Ltd (ACN 057 976 940) of 799 Pacific Highway, Chatswood, New South Wales (Smith's);
- (b) All the Rydalmere Warehouse Employees; and
- (c) National Union of Workers (NSW Branch).

4. Term

4.1 Term

This Agreement shall apply from the 31 July, 2003 and shall remain in force until 31 July, 2005.

4.2 Re-negotiation

At least 3 months prior to the expiry of this Agreement, The Parties agree to negotiate in good faith with a view to extending the term of this Agreement, or entering into a new enterprise agreement, lodging the Agreement for approval with the Industrial Relations Commission of NSW.

5. Coverage

5.1 Rydalmere Warehouse

This Agreement applies to all warehousing activities conducted by Warehouse Employees at Smith's warehouse at 23 South Street, Rydalmere, or which are incidental to the activities conducted by Warehouse Employees (the Rydalmere Warehouse).

5.2 Rydalme re Warehouse Employees

This Agreement governs the terms and conditions of all Employees engaged by Smith's under the terms of this Agreement to work at the Rydalmere Warehouse (the Rydalmere Warehouse Employees).

5.3 Precedence over Awards

This Agreement replaces and operates to the exclusion of all provisions of the Storeman and Packers (General) State Award, and any other awards or agreements that may otherwise apply to those Employees covered by this Agreement.

6. Annual Salaries of Part-Time and Full-Time Employees

6.1 Annual Salaries

Part-time and Full-time Employees will be paid an annual salary to reflect the hours of work that the Employee is anticipated to work over the course of each calendar year.

6.2 Annual Salary for Part-time and Full-Time Employees

- (a) The annual salary for a Full-time Employee is calculated on the basis of the Employee working a 38-hour or a 43-hour week, dependant upon the needs of the operation.
- (b) The annual salary for a Full-time Employee working a 38 hour week consists of:
 - (i) base salary;
 - (ii) loading and allowances component.
- (c) The annual salary for a Full-time Employee working a 43 hour week consists of:
 - (i) base salary;
 - (ii) overtime component including 2 hours at time and a half, 3 hours at double time and a nominal allowance for meals;
 - (iii) loading and allowances component.

(d) The annual salary for a Part-time Employee is calculated on a pro rated basis, linked to the number of hours the employees is engaged to work, of the annual salary paid to a Full-time Employee working a 38 hour week, consisting of:

- (i) base salary;
- (ii) loading and allowances component.

6.3 Payment of Salary

The annual salary shall be paid in equal fortnightly instalments by electronic fund transfer into the bank account nominated by the Employee.

6.4 End of Fortnight Adjustment

- (a) The Full-time Employee will be rostered to work either 76 or 86 hours in any fortnight.
- (b) In calculating the number of hours worked in a fortnight, every hour worked on a Saturday will be considered as equivalent to 1.5 hours worked between Monday and Friday.
- (c) If the number of hours actually worked in the fortnight is greater than the number of hours paid in the annual salary, then the additional hours will either be taken as paid time off or be paid out to the Employee (or some combination of the two).
- (d) Additional hours to be taken as paid time off, will be taken as one hour off for each hour worked, at a time to be agreed between the Employee and Smith's.
- (e) Additional hours to be paid out will be calculated by averaging the additional hours worked per week and paying them out on the basis of time and a half for the first 2 hours each week and double time thereafter. This payment will be calculated by dividing the relevant weekly base rate by 38 to determine a Base Hourly Rate and then applying the relevant multiplier.
- (f) For the purpose of the end of fortnight adjustment, periods of leave will be treated as if all weekly hours incorporated in the annual salary had been worked by the Employee.

6.5 Rates of Pay

(a) The annual salary, effective from the last pay period in July 2003, payable to a Full-time Employee working a 38-hour week is as follows:

Probation	Weekly Base	Annual Base	Loading & Allowances	Annual Salary
During Probation	\$676	\$35,152	\$728	\$35,900
After Probation	\$707	\$36,764	\$759	\$37,500

(b) The annual salary, effective from the last pay period in July 2003, payable to a Full-time Employee working a 43 hour week is as follows:

	Weekly Base	Annual Base	Overtime Component	Loading & Allowances	Annual Salary
During Probation	\$676	\$35,152	\$8,634	\$728	\$44,500
After Probation	\$707	\$36,764	\$8,986	\$759	\$46,500

(c) The annual salary, effective from the last pay period in July 2004, payable to a Full-time Employees working a 38-hour week is as follows:

Probation	Weekly Base	Annual Base	Loading & Allowances	Annual Salary
During Probation	\$703	\$36,556	\$755	\$37,300
After Probation	\$735	\$38,220	\$787	\$39,000

- (d) The annual salary, effective from the last pay period in July 2004, payable to a Full-time Employee working a 43 hour week is as follows:

	Weekly Base	Annual Base	Overtime Component	Loading & Allowances	Annual Salary
During Probation	\$703	\$36,556	\$8,978	\$755	\$46,300
After Probation	\$735	\$38,220	\$9,342	\$787	\$48,300

- (e) The annual salary, payable to a Full-time Employee selected to work as a Warehouse Team Leader is as follows:

	Weekly Base	Annual Base	Overtime Component	Loading & Allowances	Annual Salary
Start date in Role	\$760	\$39,520	\$9,584	\$812	\$49,900
July, 2004	\$800	\$41,600	\$10,072	\$852	\$52,500

* Last pay period of the month

- (f) These salaries are inclusive of overtime, annual leave loading and all other penalties or allowances prescribed under any award, agreement or statute that may otherwise apply. They are exclusive of shift allowances and payment for time worked on Sundays and Public Holidays.
- (g) The salary is payable during all periods of paid leave and represents the basis of calculation for superannuation contributions made by Smith's.
- (h) Employees appointed to relieve in the role of Warehouse Team Leader, and fulfil the full requirements of the role, will be paid \$20.00 per shift in addition to their base salary. This allowance will apply only for the actual period the Employee is required to perform the role of Warehouse Team Leader.

7. Wage Rates for Casual Employees

7.1 Rates of Pay

- (a) The ordinary hourly rate of pay for all Casual Employees is as follows:

Effective Date	Full-time Weekly Base	Base Hourly Rate	Casual Hourly Rate
July, 2003 *	\$676	\$17.79	\$22.16
July, 2004 *	\$703	\$18.50	\$23.05

* Last pay period of the month

- (b) The Casual Hourly Rate of pay for a Casual Employee is calculated as follows:
- (i) the Full-time Weekly Base Rate is divided by 38 (the Base Hourly Rate);

- (ii) the Base Hourly Rate is multiplied by a factor of 15% (Casual Loading) to compensate for the non-payment of Public Holidays, sick leave and all other paid leave (except annual leave);
- (iii) the Base Hourly Rate plus the Casual Loading is divided by 12, comprising payment in lieu of annual leave; and
- (iv) the amounts calculated in accordance with (i), (ii) and (iii) are totalled.

8. Probationary Employment for Full-Time Employees

8.1 Probationary Period

Smith's will employ all Part-time Employees and Full-time Employees on a probationary basis for a period of 12 weeks.

8.2 Termination of Employment During the Probationary Period

During this period both the Employee and Smith's may terminate the employment contract on 1 week's notice. Neither party is required to give reasons for any such decision to terminate the contract and the counselling/disciplinary procedure set out in this Agreement does not apply during the Probationary Period.

9. Working Hours for Part Time and Full-Time Employees

9.1 Ordinary Hours

- (a) Ordinary hours will be worked by Employees, other than on afternoon or night shift, between 6.00 am and 6.00 pm from Monday to Saturday inclusive.
- (b) The daily start and finish times and the number of hours worked on any day may vary according to operational needs or by agreement between the Employee and Smith's.
- (c) Employees may be required to start work between 5am and 6am, outside of ordinary hours. The time worked between 5am and 6am will be considered to be the equivalent of 1.5 times the period if it were worked during ordinary hours e.g. 30 minutes worked will be recognised as the equivalent of 45 minutes worked.
- (d) All Parties are committed to flexibly supporting the requirements of the business as they fluctuate throughout the year.

9.2 Ordinary Hours for Full-time Employees

The Full-time Employee will be engaged to work either 38 or 43 ordinary hours in any week, as required by the needs of the operation.

9.3 Ordinary Hours for Part-time Employees

- (a) A Part-time Employee will be engaged to work less than 38 hours per week.
- (b) A Part-time employees may work up to 38 hours per week without the payment of overtime.
- (c) A minimum engagement period of four hours will apply on any day on which a Part-time Employee is rostered to work.

9.4 Rostered Hours

- (a) Part-time and Full-time Employees will be rostered to work their ordinary hours on up to 5 days in any week.

- (b) Part-time and Full-time Employees will generally be rostered to work their ordinary hours between Monday and Friday.

Part-time and Full-time Employees may be required to work ordinary hours on a Saturday as required by operational needs, including during a peak operating period.

- (d) Normal starting and finishing times and days of work within a work roster will be determined in the first instance by agreement between Smith's and the Employee.
- (e) If agreement is not reached, Smith's will set hours of work according to operational needs.
- (f) At least one week's notice will be given to the Employee by Smith's of the Employee being required to change from one shift to another.

9.5 Minimum Breaks Between Shifts

In the interests of health and safety, Employees will be given a break of at least 10 hours between shifts. If, at the time an Employee finishes a shift, he or she is rostered to work their next shift within 10 hours, the Employee will be released from working that part of their next shift which falls within the 10 hour break without loss of pay.

9.6 Sunday and Public Holiday Work

- (a) All time worked by a Part-time or Full-time Employee on a Sunday will be paid at the rate of double time.
- (b) All time worked by a Part-time or Full-time Employee on a Public Holiday that would otherwise be a normal working day will be paid at the rate of double time (as normal pay for the day is already included in the annual salary).
- (c) All time worked by a Part-time or Full-time Employee on a Public Holiday that otherwise would not be a normal working day (and therefore not already included in the annual salary) is paid at the rate of double time and a half.
- (d) The amounts in paragraphs (a), (b) and (c) are paid in addition to the annual salary and are calculated by applying the relevant multiplier to the Base Hourly Rate.
- (e) This clause does not apply where a normally rostered shift either:
 - (i) commences before midnight on a Sunday or a Public Holiday; or
 - (ii) ceases on the morning of a Sunday or a Public Holiday.

10. Working Hours for Casual Employees

10.1 Ordinary Hours

Ordinary hours will be worked by Casual Employees between 6.00 am and 6.00 pm from Monday to Saturday inclusive. The actual start and finish times and the number of hours worked on any day may vary according to operational needs.

10.2 Minimum Length of Shifts

A minimum engagement period of four hours will apply on any day on which a Casual Employee is required to work.

10.3 Overtime

- (a) Overtime shall be paid to Casual Employees at the rate of time and a half for the first two hours and double time for each subsequent hour in respect of time worked:
 - (i) in excess of 8 hours per day
 - (ii) in excess of 38 hours per week; or
 - (iii) outside the ordinary hours defined in clause 101 above (excluding shift work);
- (b) All time worked on Sunday will be paid at the rate of double time (except where an ordinary time rostered night shift commences before midnight on a Sunday night or ceases on a Sunday morning).
- (c) All time worked on Public Holidays will be paid at the rate of double time and a half (except where an ordinary time rostered night shift commences before midnight on the Public Holiday or ceases on the morning of a Public Holiday).
- (d) Overtime rates shall be calculated by applying the relevant multiplier (that is, time and a half or double time) to the Base Hourly Rate and Casual Loading as calculated under Clause 7.1(b)(i) and 7.1(b)(ii).
- (e) Public Holiday rates shall be calculated by applying the relevant multiplier (that is, double time and a half) to the Base Hourly Rate and Casual Loading as calculated under Clause 7.1(b)(i) and 7.1(b)(ii). The payment in lieu of annual leave, as calculated under Clause 7.1(b)(iii), is also payable for work performed on Public Holidays that fall on Monday to Friday inclusive. Otherwise the annual leave payment is not payable for work on Overtime or on Public Holidays.

10.4 Casual Status to Permanent

- (a) A Casual Employee, directly employed by Smith's, after 12 months continuous service, defined as the consistent and ongoing rostering of hours and days across a 12-month period, will be invited to apply for any available permanent Part-time or Full-time positions.
- (b) A Casual Employee will need to successfully progress through the Smith's selection process to be offered a permanent role.
- (c) Once a Casual Employee receives an offer of a permanent role with Smiths they will not be required to complete a probation period as described in Clause 8.

11. Shift Work

11.1 Early Morning Shift

- (a) The Employee will receive an early morning shift allowance if the Employee is required to work a full shift that commences prior to 5.00am.
- (b) The Employee will be paid the following allowance when working an early morning shift:

Effective Date	Shift Allowance
July, 2003 *	\$22.50
July, 2004 *	\$22.95

*Last pay period of the month

11.2 Afternoon Shift

- (a) The Employee will receive an afternoon shift allowance if the Employee is required to work a full shift, the majority of which is worked between 6.00 pm and 12.00 midnight.
- (b) The Employee will be paid the following shift allowance when working afternoon shift:

Effective Date	Shift Allowance
July, 2003 *	\$22.50
July, 2004 *	\$23.40

* Last pay period of the month

- (c) If the Employee works less than a full afternoon shift a pro rata amount will be paid.

11.3 Night Shift

- (a) The Employee will receive a night shift allowance if the Employee is required to work a full shift, the majority of which is worked between 12.00 midnight and 6.00 am.
- (b) The Employee will be paid the following shift allowance when working night shift:

Effective Date	Shift Allowance
July, 2003 *	\$34.14
July, 2004 *	\$35.51

* Last pay period of the month

- (c) If the Employee works less than a full night shift a pro rata amount will be paid.

11.4 Overtime

Shift allowance is not payable:

- (a) to Casual Employees for work in respect of which overtime is payable in accordance with Clause 10.3; or
- (b) to Part-Time or Full-Time Employees, for work in respect of which Sunday or Public Holiday rates are payable in accordance with Clause 9.6.

12. Meal Breaks and Meal Allowance

- (a) The Employee is entitled to an unpaid meal break of 30 minutes during the course of an 8-hour day. The taking of the meal break will be scheduled at such a time as not to interfere with the continuity of operations. The employee will not be required to work any more than 5 hours without taking a meal break.
- (b) The Employee is entitled to a paid meal break of at least 20 minutes when working shiftwork. This break may be taken in a continuous block or as two 10 minute breaks. The taking of the meal break will be scheduled at such a time as not to interfere with the continuity of operations.
- (c) If the Employee is required to work more than two hours in excess of the Employee's rostered hours, a second unpaid meal break of 30 minutes will be provided.
- (d) A Full-time Employee, engaged to work a 38 hour week, will be paid a meal allowance of \$9.88 (effective from the last pay period in July, 2003 and \$10.28 from the last pay period in July, 2004) when they are required to work more than 2 hours in excess of the Employee's rostered hours, where notice of the requirement to work the overtime has not been provided on the previous day.
- (e) A Full-time Employee, engaged to work a 43 hour week, will be paid a meal allowance of \$9.88 (effective from the last pay period in July, 2003 and \$10.28 from the last pay period in July, 2004) when they are required to work more than 2 hours in excess of the Employee's rostered hours, where notice of the requirement to work the overtime has not been provided on the previous day.
- (f) The taking and timing of daily rest pauses will be as agreed between the Employee and the Warehouse Manager.

13. Annual Leave

- (a) Annual leave is provided for by the *Annual Holidays Act 1944*.
- (b) At the end of each 12 months' employment, a Full-time Employee will be entitled to 4 weeks' annual leave, exclusive of Public Holidays. The Employee and Smith's may agree for annual leave to be taken in advance (in whole or in part) of the Employee accruing a full entitlement.
- (c) Part-time Employees are entitled to annual leave on a pro rated basis.
- (d) The Employee will take annual leave no later than 6 months after he or she becomes entitled to annual leave in each year. If Smith's and the Employee cannot agree on a time for this taking of leave, Smith's may direct the Employee to take leave by giving the Employee at least 14 days' notice of the date from which the leave is to be taken.
- (e) Employees will continue to receive the annual salary during periods of annual leave.
- (f) Upon termination of employment, accrued annual leave entitlements will be paid out to the Employee based on annual salary, along with a pro rata payment equal to one twelfth of the amount of salary paid for the incomplete year of service.
- (g) This clause does not apply to Casual Employees.

14. Sick Leave

- (a) Full-time Employees will continue to receive the annual salary (which excludes any shift allowance, if applicable) if absent from work due to short-term illness or injury which is not work-related.
- (b) If the Employee's absence becomes a protracted or a regular occurrence, Smith's will discuss the situation with the Employee and make a decision regarding the continuation of the salary payment. In this situation, the standard provision of 10 days' leave, cumulative from year to year, will be used as a reference.
- (c) Part-time Employees are entitled to sick leave on a pro rated basis.
- (d) The Employee will advise Smith's as soon as possible but not less than one hour before the normal commencement of work of an inability to attend for duty and give an estimate of the duration of absence.
- (e) The Employee, with the agreement of Smith's, may take paid time off work to provide care and support for a person for whom they are primarily responsible should that person suffer from a short term illness or injury. In the event the Employee's absence becomes a protracted or a regular occurrence, Smith's will discuss the situation with the Employee and make a decision regarding the continuation of the salary payment.
- (f) This clause does not apply to Casual Employees.

15. Special Leave

15.1 Jury Service

Employees will be paid the difference between their annual salary and the amount received by them for jury service, provided that they provide Smith's with proof of attendance, duration of their attendance and the amount received in respect of jury service.

15.2 Bereavement Leave

Employees are entitled to three days' paid leave on the death of a close family relative, including a spouse (including defacto), parent (including foster parent and step parent), parent in law, child, step child, brother or sister, or any other person in respect of whom the employee would be entitled to Personal Carer's Leave under clause 18.

15.3 Repatriation Leave

Upon the production of satisfactory evidence, the employee, who is entitled to supervision by the Commonwealth Repatriation Department, shall be entitled to be paid the equivalent of the after probation Weekly Base, as detailed in Clause 6.5, on not more than 4 occasions in any year, payment not to exceed 4 hours on any occasion.

15.4 Other Special Leave

Smith's may agree with an Employee to provide pay time off for any other situations beyond the control of the Employee. Such leave and its duration will be decided on the merits of the situation, the leave history and performance of the employee.

15.1 Casual Employees

This clause does not apply to Casual Employees.

16. Long Service Leave

- (a) The Employee shall accrue long service leave in accordance with the *Long Service Leave Act 1955* (NSW). The time and manner in which long service leave is taken shall be as agreed between the Employee and Smith's.
- (b) Full-time Employees will continue to receive the annual salary during periods of long service leave.
- (c) Part-time Employees will continue to receive their pro rated annual salary during periods of long service leave.

17. Personal Carer's Leave

17.1 Use of Sick Leave

- (a) Employees, with responsibilities in relation to (b)(i)(B) of this clause, who needs the employee's care and support, shall be entitled to use, in accordance with this clause, and current or accrued sick leave as provided for in Clause 14, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) Smith's can request that the employee provide suitable medical evidence or statutory declaration, detailing the illness of the person concerned requiring care by another person. In normal circumstances, and employee must not take carer's leave were another person has taken leave to care for the same person.
 - (i) The entitlement to take sick leave is subject to:
 - (A) The employee being responsible for the care of the person concerned; and
 - (B) The person concerned being:
 - (1) A spouse of the employee; or

- (2) A de facto spouse who, in relation to the person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person in a bona fide domestic basis although not legally married; or
 - (3) The child or an adult child (including and adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse of de facto spouse of the employee; or
 - (4) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) A relative of the employee who is a member of the same household where “relative” means a person related by blood, marriage or affinity; “affinity” means a relationship that one spouse, because of marriage, has to blood relatives of the other; and “household” means a family group living in the same domestic dwelling.
- (ii) An employee shall, wherever practicable, give Smith’s notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking such leave and the estimated length of the absence. If it is not practicable for the employee to give prior notice of the absence, the employee shall notify the employer by telephone of such an absence at the first opportunity on the day of the absence.

17.2 Unpaid Leave for Family Purposes

- (a) An employee may elect, with the consent of Smith’s, to take unpaid leave for the purposes of providing care and support to a person as outlined in 17.1 (b)(i)(B) who is ill.

17.3 Annual Leave

- (b) An employee may elect, with the consent of Smith’s, to take annual leave, not exceeding 5 days in single day periods, or part thereof, in any calendar year, at a time agreed to by the employee and Smith’s.

17.4 Time of in Lieu of Payment of Overtime

- (a) An employee may elect, with the consent of Smith’s, to take off in lieu of payment for overtime as a time or times agreed with Smith’s within 12 months of the said election.
- (b) Overtime taken as time off during ordinary working hours shall taken as an hour for every hour worked.
- (c) If, having elected to take time as leave and the leave is not taken, payment for time will be made at overtime rates at the expiry of the 12-month period or on termination.

17.5 Make Up time:

- (a) An employee may elect, with the consent of Smith’s, to work “make up time”, under which the employee takes time off during ordinary hours and works those hours at a later time during the spread of ordinary hours provided for in this Agreement.
- (b) An employee on shift may elect, with the consent of Smith’s, to work “make up time” (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

17.6 Casual Employees

This clause does not apply to Casual Employees.

18. Parental Leave

The Employee is entitled to Parental Leave in accordance with the *Industrial Relations Act 1996* (NSW).

19. Superannuation

Smith's shall contribute the prescribed percentage of the Employee's earnings on behalf of the Employee into L.U.C.R.F (Labour Union Co-operative Retirement Fund) or into a fund nominated by Smith's and in accordance with the provisions of the *Superannuation Guarantee Charge Act 1992* and the *Superannuation Guarantee (Administration) Act 1992*.

20. Public Holidays

- (a) Unless otherwise agreed between Smith's and the Full-time or Part-time Employee, the Employee will be entitled to be off duty without deduction of annual salary on Public Holidays.
- (b) This clause does not apply to Casual Employees.

21. Uniforms

- (a) Smith's will supply the Employee with uniforms, safety equipment and/or footwear in accordance with Smith's site policy. The Employee must wear the supplied uniform, equipment and/or footwear as directed during working hours.
- (b) Uniforms, safety equipment and footwear at all times remain the property of Smith's. On termination of employment, the Employee will return all uniforms, equipment or footwear provided by Smith's or Smith's will be entitled to deduct the value of non-returned items from any termination payments owing to the Employee.

22. Counselling/Disciplinary Procedure

- (a) The primary purpose of this procedure is to ensure all Employees are informed of and given the opportunity to meet the standards required by Smith's. Issues warranting counselling or discipline are separated into two types:
 - (i) Behavioural Patterns. These are continuing or repeated breaches of Smith's' standards which as a one-off issue may not be serious enough to warrant counselling but through repetition become a performance problem. Examples are unavailability for work, punctuality or failure to follow correct procedures.
 - (ii) Behavioural Incidents. These are specific incidents where an Employee's conduct breaches generally accepted or Smith's-specific standards of behaviour. Examples include abusive language or refusal to comply with instructions.
- (b) Fundamental breaches of the contract of employment, including theft, the use of violence, non-prescribed drugs or alcohol in the workplace, will result in instant dismissal.
- (c) Three methods of counselling and discipline may apply depending on the nature of the conduct in question:
 - (i) Counselling. This involves the Employee being formally or informally reminded or informed of a problem. The purpose of counselling is to make the Employee aware of the problem so that it can be rectified by the Employee. Counselling may be delivered in a one-on-one or group setting.

- (ii) **First Written Warning.** This involves a formal discussion between the Employee and the Warehouse Manager or National Operations Manager. The Employee has the option of having another person present, such as another employee of his or her choice or a union representative. The Employee will have the opportunity to make and/or write comments and to receive a copy of the written warning.

The First Warning may contain the warning that a continuation or repeat of the problem may lead to the termination of employment.

- (iii) **Final Written Warning.** This involves a formal discussion between the Employee, the Warehouse Manager and the National Operations Manager. The Employee has the option of having another person present, such as another employee of his or her choice, a union representative or a more senior Smith's manager if appropriate. The Employee will have the opportunity to make and/or write comments and to receive a copy of the written warning.

The Final Warning may contain the warning that a continuation or repeat of the problem will lead to the termination of employment.

- (d) **Selection of Counselling Methods.** for Behavioural Pattern Issues, Counselling Should Precede a Written Warning. Whether Two Warnings Are Provided Will Depend on the Nature of the Conduct in Question. for Behavioural Incident Issues, the Method of Counselling and Discipline to be Applied Should Match the Severity and Circumstances of the Particular Incident Whilst Being Consistent With Past Practice.
- (e) This clause applies to all Part-time, Full-time Employees and to Casual Employees provided they have had at least 12 months' service.

23. Termination of Employment

23.1 Notice Requirements for Part-time and Full-time Employees

Two weeks' notice is required by both the Employee and Smith's of termination of employment, subject to Smith's' rights of summary dismissal in the case of a fundamental breach of the employment contract. Payment of annual salary may be made in lieu of all or part of the notice period. Any hours owing at the time of termination will be deducted from the employee's final payment.

23.2 Probationary Period

During the Probationary Period, the notice period required of both the Part Time or Full-time Employee and Smith's is one week (or by payment or deduction of salary in lieu) in accordance with Clause 8.2.

23.4 Abandonment of Employment

In the event the Employee is absent from work for a continuous period of three working days without notification to Smith's, employment will be deemed to have been abandoned by the Employee without notice. Termination of employment by abandonment will take effect from the last date of attendance at work or from the last date for which leave was authorised by Smith's.

23.5 Casual Employees

If a Casual Employee no longer wishes to be available for work for Smith's, the Casual Employee shall give Smith's one day's notice of this unavailability. Smith's shall provide the same notice should no further work by the Casual Employee be required in the future.

24. Redundancy

- (a) Smith's will provide the Employees with the entitlements prescribed in the State Redundancy Test Case 1994 (NSW). Details of these entitlements will be provided by Smith's on request.

- (b) In the event of forced redundancies, The Parties will review the application of entitlements prescribed in the State Redundancy Test Case 1994 (NSW).

25. Dispute and Grievance Resolution Procedure

- (a) The procedure in paragraph (c) applies to all Parties in relation to the settling of grievances and the avoiding of disputes. It is based on consultation, co-operation and discussion with the object of minimising disruption to working relationships and the performance of work.
- (b) All Parties acknowledge that this procedure provides complete and adequate remedies for problems and grievances which may arise in the course of the employment or in respect of the termination of employment. The Parties agree that all employment-related issues will be pursued in accordance with this clause and not otherwise.
- (c) The procedure is as follows:
 - (i) Step1 - In the event the Employee has a grievance, the Employee in the first instance shall attempt to resolve the matter with the Warehouse Manager. The Employee may choose to involve another person, such as a union delegate, to assist with resolution.
 - (ii) Step 2 - If the grievance is not resolved in Step 1, the Employee with the Warehouse Manager should refer the matter to the National Operations Manager for discussion. The grievance or dispute may be committed to writing if requested at this stage. The Employee may choose to involve another person, such the union delegate, to assist with resolution.
 - (iii) Step 3 - If the grievance is not resolved in Step 2, the matter should be referred to Smith's' Human Resources Manager for discussion. At this point the Employee may involve another person, such as a union organiser, to assist with resolution.
 - (iv) Step 4 - If the grievance is not resolved in Step 3 after the parties have genuinely attempted to achieve settlement, then the matter may be referred jointly to another party, such as a more senior Smith's manager, or may be referred by the Parties jointly or independently to the Industrial Relations Commission of New South Wales.
- (d) While an issue is being progressed through this procedure the status quo will be maintained.
- (e) Throughout all stages of this procedure, Smith's and the Employee/s commit to normal work continuing unless there is a reasonable concern about an imminent risk to the Employee's health or safety. Smith's and the Employee/s will co-operate to ensure that each step in the resolution process is followed as quickly as is reasonably possible.

26. Anti-Discrimination

- (a) It is the intention of The Parties to achieve the object of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) Any dispute concerning these provisions and their operation will be progressed initially under the dispute and grievance resolution procedure in this Agreement.
- (c) It follows that in fulfilling obligations under the dispute and grievance resolution procedure, The Parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects.
- (d) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because that employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (e) Nothing in this clause is taken to effect:

- (i) any conduct or act that is specifically exempted from the anti-discrimination legislation;
 - (ii) any act or practise of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iii) a Party to this Agreement pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (f) This clause does not create legal rights or obligations in addition to those imposed upon The Parties by the legislation referred to in this clause.

27. No Duress

This Agreement was not entered into under duress by The Parties to this Agreement.

28. Union Recognition and Education

- (a) Consistent with Clause 3 (Parties Bound), Smith's recognises the National Union of Workers (NSW Branch), its officials and/or elected delegates as the only organisation able to make representation on behalf of members employed under the terms of this Agreement.
- (b) Smith's, at the request of an employee, agrees to deduct membership dues of the Union through the payroll and remit these fees to the Union.
- (c) The Union Picnic Day will be a flexible holiday for individual union members and will be taken as paid ordinary time off work on the request of the employee providing at least 7 days notice and with the agreement of Smith's. Smith's will release up to 3 employees on any one day. The Union Picnic Day must be taken during the calendar year.
- (d) Smith's will release nominated union delegates, in paid time, for Union delegate meetings, as endorsed by the State secretary of the Union, up to 4 days per person in any one calendar year, providing at least 2 weeks notice of the meeting has been provided to Smith's and proper consideration has been given to the operational needs of the business.
- (e) Where a properly accredited trade union training course has been endorsed by the State Secretary of the Union for union delegates, with at least 4 week's notice provided to Smith's and after proper consideration has been given to the operational needs of the business, Smith's will release Union Delegate's, in paid time, to attend the course.

29. Fares and Travelling Time

- (a) Employees shall be paid their normal salary (or overtime rates if overtime is worked) for all time occupied in travelling to and from work when they are required or directed to work at a place other than their usual place of work. When employees have a fixed starting point, they shall be paid for all time occupied in travelling between the starting point and their work and for all time in excess of half an hour from the work to the starting point. All fares will be paid by Smith's.
- (b) If employees are unable to reach their homes at night, all reasonable expenses incurred and with reference to the Smith's expense claim policy, in addition to fares and normal salary.
- (c) An employee required to use their own vehicle for business use shall be paid \$0.59 per kilometre travelled.

30. No Extra Claims

The Parties commit themselves to no extra claims during the term of this Agreement.

31. Glossary

Rydalmer Warehouse Employees or the Employees means the Smith's Employees engaged at the Rydalmer Warehouse, and consists of the Full-time Employees, Part-time Employees and the Casual Employees.

Part-time Employees are Rydalmer Warehouse Employees engaged on a part-time basis.

Full-time Employees are Rydalmer Warehouse Employees engaged on a full-time basis.

Casual Employees are Rydalmer Warehouse Employees engaged on a casual basis.

The Parties refers to The Smith's Snackfood Company, Rydalmer Warehouse Employees and the National Union of Workers (NSW Branch).

Probationary Period means the period referred to in clause 8.1.

Public Holidays are New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day and any other day which by Act of Parliament is proclaimed as a substitute for such days or may be declared as an additional public holiday.

Rydalmer Warehouse means the warehousing activities conducted by Smith's at its site at 23 South Street, Rydalmer, or which are connected with or incidental to the activities conducted at that site.

Registration means registration of this Agreement by the Industrial Relations Commission of New South Wales.

Smith's means The Smith's Snackfood Company Ltd, the employer of the Rydalmer Warehouse Employees. Union is the National Union of Workers (NSW Branch).

Signed for and on behalf of The Smiths Snackfood Company Limited by an authorised representative and in the presence of:

Name:	Brigitte Fairbank	Office Held:	HR Manager
Signature:		Date:	03 / 12 / 03

Witness:	Kylie Webber	Office Held:	HR Officer
Signature:		Date:	03 / 12 / 03

Signed for and on behalf of Rydalmer Warehouse Employees by an authorised representative and in the presence of:

Name:	Office Held:
Signature:	Date: 03 / 12 / 03

Witness:	Office Held:
Signature:	Date: 03 / 12 / 03

Signed for and on behalf of National Union of Workers (NSW Branch) by an authorised representative and in the presence of:

Name:	Office Held:
Signature:	Date: 10 / 12 / 03

Witness:	Office Held:
Signature:	Date: 10 / 12 / 03