

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/154

**TITLE: Smith's Snackfood Company New South Wales Route Sales Representatives' Enterprise Agreement 2004 , The**

**I.R.C. NO:** IRC4/7038

**DATE APPROVED/COMMENCEMENT:** 10 December 2004 / 1 February 2004

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/131.

**GAZETTAL REFERENCE:** 15 July 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 19

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Th agreement applies to all employees employed by The Smith's Snackfood Company Limited located at 799 Pacific Highway Chatswood NSW 2067 as Route Sales Representatives in the State of New South Wales, who fall within the coverage of the Van Sales Employees' (State) Award.

**PARTIES:** The Smith's Snack Food Company Ltd -&- the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Shop, Distributive and Allied Employees' Association, New South Wales

# **THE SMITH'S SNACKFOOD COMPANY LIMITED NEW SOUTH WALES ROUTE SALES REPRESENTATIVES ENTERPRISE AGREEMENT 2004**

## **1. Title**

This agreement shall be known as The Smith's Snackfood Company New South Wales Route Sales Representatives' Enterprise Agreement 2004.

## **2. Arrangement**

2.1 The matters covered by this agreement are arranged in the following order:

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Definitions
4.	Application & Parties Bound
5.	Operation Of Agreement
6.	Renegotiation
7.	No Extra Claims
8.	Contract Of Employment
9.	Counselling & Discipline Procedure
10.	Termination Of Employment
11.	Vehicles, Licences And Expenses
12.	Travel Time
13.	Salaries and Payment of Wages
14.	Method of Payment
15.	Superannuation
16.	Development, Performance Management & Rewards
17.	Salary Reviews
18.	Hours Of Work
19.	Flexibility Of Work, Work To Be Performed And Training
20.	Annual Leave
21.	Sick Leave
22.	Special Leave
23.	Parental Leave
24.	Long Service Leave
25.	Public Holidays
26.	Uniforms
27.	Employee Responsibilities
28.	Grievance & Disputes Resolution Procedure
29.	Safety & Environment
30.	Redundancy
31.	Consultation
32.	Union Matters
33.	Anti-discrimination

Appendix A

Appendix B

## **3. Definitions**

3.1 "The Company" refers to The Smith's Snackfood Company Limited.

3.2 "The Union" refers to SDAEA and SAWEFA, Newcastle & Northern.

- 3.3 "Route Sales Representative" refers to an employee engaged by the Company as a Route Sales Representative and whose duties include the servicing of customers via direct to store selling in a cash van and the merchandising of the product range in accordance with Company Trade Standards.
- 3.4 "The product range means the full range of listed Company products applicable for the appropriate channel/customer.
- 3.5 "Product display units" means the Company supplied wire/plastic/cardboard displays/retail outlet's affixed shelving.
- 3.6 "Merchandising/Merchandising activity" means selling in/erection/placement/packing the product range on product display units and ongoing maintenance of the product range, including adequate stock levels within requirements of Trade Standards and stock relays (eg header card, shelf tickets, shelf talkers, etc).
- 3.7 "Product freshness" means maintenance of the product range's use by date coding in order to ensure nil expired product remains on the product display units prior to the next planned retailer call.
- 3.8 "Award" means the New South Wales Van Sales (State) Award.

#### **4. Application & Parties Bound**

- 4.1 This agreement shall apply to all employees engaged by The Smith's Snackfood Company Limited as Route Sales Representatives in the State of New South Wales.
- 4.2 The Parties to this Agreement are:
- (a) The Smith's Snackfood Company Limited;
  - (b) Route Sales Representatives employed in New South Wales; and
  - (c) Shop Distributive & Allied Employees Association, NSW; and
  - (d) Shop Assistants and Warehouse Employees Federation of Australia, Newcastle & Northern.
- 4.3 This agreement operates to the exclusion of the provisions of all other awards and industrial agreements that would otherwise apply to employees whose employment is regulated by the provisions of this Agreement provided that where this Agreement is silent on a subject matter a provision of the Award concerning that subject will apply unless it is inconsistent with this Agreement, in which case this Agreement shall prevail.
- 4.4 This agreement replaces all previous agreements. Consequently, all previous agreements between the parties, including the NSW Route Sales Representatives Enterprise Agreement 2002 will terminate on the registration of this Agreement.

#### **5. Operation of Agreement**

This agreement shall take effect from the day on which it is registered by the New South Wales Industrial Relations Commission. This agreement shall expire on 1 February 2006.

#### **6. Renegotiation**

Negotiations for renewal or replacement of this agreement shall commence 6 months prior to the expiry date of this agreement.

#### **7. No Extra Claims**

The Parties to this Agreement commit themselves to no extra claims outside the scope of this and life of this Agreement, except where such claims are consistent with applicable rulings of the State and Federal Industrial Relations Commissions. Any changes to be made to the Agreement shall be by consent of all parties.

## **8. Contract of Employment**

### **8.1 Prior to Engagement**

All Route Sales Representatives will be informed in writing prior to engagement as to whether they are appointed on a full time, part time, casual or on a fixed term basis.

### **8.2 Fixed Term Contracts**

- (a) From time to time, in order to cover extended periods of leave, (ie parental leave, workers compensation, leave without pay) the Company may appoint Route Sales Representatives on a fixed term full time basis. Route Sales Representatives appointed on a fixed term basis will be subject to the salaries, terms and conditions detailed in this agreement, except the provisions relating to redundancy provided under clause 30 where the employment of the Route Sales Representative is not renewed at the end of the Fixed Term.
- (b) It is the intention that a fixed term appointment will not extend beyond a period of twelve (12) months with the exception of a fixed term appointment to cover an absence due to workers' compensation. In the event that it becomes clear that the permanent incumbent will not return to the position following their period of absence due to workers' compensation leave, the fixed term appointee will be offered the permanent position, provided the Company determines there is an ongoing position.

### **8.3 Probationary Period**

- (a) From commencement of employment with the Company, a Route Sales Representative, employed on a full time, part time or fixed term basis, shall be engaged for a probationary period of three months. During this period, the Route Sales Representative will be provided with reasonable training and coaching in order to perform the role to Company standards. In the event that a Route Sales Representative is unable to satisfy Company requirements, they will be provided with appropriate assistance and guidance, however if such support is ineffective, employment may be terminated with one week's notice or payment in lieu. Alternatively, the Company may decide to extend the probationary period for a further period not exceeding 3 months with the total probationary period not exceeding 6 months.
- (b) If an employee is to be terminated during the probationary period they will be provided with reasonable notice of the need to satisfy Company standards and that this clause shall be invoked should they fail to meet such standards.
- (c) Should a Route Sales Representative wish to terminate employment at a time during the probationary period, one week's notice is required. Should the Company wish to terminate employment, the Company will provide the Route Sales Representative with the same notice, either worked or paid in lieu. Regardless of the party initiating the termination, payment or deduction of salary may be made in lieu of all or part of the notice period. The Company retains the right to summary dismissal in the event of serious misconduct or matters warranting such termination.

### **8.4 Part-time Route Sales Representatives**

- (a) A part-time Route Sales Representative shall mean any Route Sales Representative who is employed to work regular days and regular hours which shall not be less than 12 hours nor more than 32 hours per week, with a minimum of 4 hours on any one day. Such Route Sales Representatives shall be paid for each hour worked at the rate of at least one thirty-eighth of the full time weekly salary equivalent.
- (b) Provided that the total provisions of this agreement shall apply to such part-time Route Sales Representatives on a proportionate basis and, in the case of public holidays, part-time Route Sales Representatives shall only be entitled to payment for the number of hours they would normally have worked had the day been an ordinary working day.

## 8.5 Casual Route Sales Representatives

- (a) A casual Route Sales Representative shall be paid per hour one-thirty eighth of the full time weekly salary equivalent, plus 25% casual loading.
- (b) Casual Route Sales Representatives shall have a minimum period of engagement of 4 hours and may be terminated by giving 4 hours notice or payment in lieu on either side.
- (c) For the purposes of calculating annual holidays, an amount of one twelfth is to be added on to ordinary time.
- (d) Subject to the casual Route Sales Representative's written letter of engagement, the following provisions of this agreement and no others apply to casual Route Sales Representatives:
  - (i) clause 14, Method of Payment, provided that casual Route Sales Representatives are paid weekly in arrears;
  - (ii) clause 15, Superannuation, to the extent that the Company is required by the Superannuation Guarantee (Administration) Act to make contributions in respect of casual employees;
  - (iii) clause 18.2 and 18.3, Working Hours;
  - (iv) clause 19, Flexibility of Work;
  - (v) clause 24, Long Service Leave;
  - (vi) clause 26, Uniforms;
  - (vii) clause 27, Employee Responsibilities;
  - (viii) clause 28, Grievance and Disputes Resolution Procedure;
  - (ix) clause 29, Safety and Environment; and
  - (x) clause 32, Union Matters.
- (e) There shall not be more than a proportion of two casuals or part-time Route Sales Representatives to five full-time Route Sales Representatives.

## **9. Counselling & Discipline Procedure**

- 9.1 The primary purpose of this procedure is to ensure all Route Sales Representatives are informed of and given the opportunity to meet the standards required by the employer.
- 9.2 Employees will be counselled on performance prior to any formal warnings being given.
- 9.3 When a warning is necessary, the Route Sales Representative will be given sufficient notice of the interview to allow representation to be arranged, if desired, by the Route Sales Representative.
- 9.4 Second and subsequent warnings can be for different performance issues. If a second warning is necessary, the above procedure shall apply except that the Route Sales Representative will be advised after consideration that a second warning is a final warning and that a future offence may lead to the termination of employment.
- 9.5 If further performance issues occur, including performance issues of a different nature, a further meeting shall be held and the Route Sales Representative given the opportunity of representation, if desired. After consideration, the Route Sales Representative may be terminated by the giving of notice as set out

in Clause 10 - Termination of Employment, such notice will be confirmed in writing within one working day.

- 9.6 A warning will only last for six (6) months. At the end of six months, the first warning lapses and the second and final warning will revert to a first warning.

## **10. Termination of Employment**

- 10.1 Following completion of a probationary period, Route Sales Representatives who commenced employment:
- (a) prior to the ratification of this Agreement will be required to provide two weeks notice of their intention to terminate their employment;
  - (b) after the ratification of this Agreement will be required to provide four weeks notice of their intention to terminate their employment.
- 10.2 Following completion of an applicable probationary period, the Company must give the employee notice of termination equal to the applicable period in sub-clause 10.1, or such notice as is required by legislation, whichever is the greater. The Company, at its sole discretion, may require a period of notice to be worked or paid in lieu. Where all or part of the notice period is not worked, payment or deduction of salary may be made in lieu, provided that the Company and Route Sales Representative may agree to a shorter period of notice.
- 10.3 The Company retains the right to make summary dismissals in the event of serious misconduct or matters warranting such termination.
- 10.4 A Route Sales Representative absent without leave on any day shall be liable to forfeit wages for the period of absence except as provided for in this Agreement.

## **11. Vehicles, Licences and Expenses**

- 11.1 Vehicles
- (a) The Company shall provide an appropriate vehicle and will pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.
  - (b) A Route Sales Representative shall not permit any person to accompany him/her on their vehicle to assist in the delivery of goods, wares, merchandise or material, unless such person has been engaged as an employee or is the owner of such goods, wares, merchandise or material or has been authorised by the Company.
- 11.2 Licences
- (a) Where the Company requires a Route Sales Representative to obtain or upgrade a licence, the costs shall be borne by the Company.
  - (b) Each Route Sales Representative shall maintain the appropriate licence and shall advise the Company of any change to licence arrangements. The Company may require the Route Sales Representative to produce evidence of the possession of the appropriate licence.
- 11.3 Traffic Infringements
- (a) Route Sales Representatives are responsible for the payment of any fines related to traffic infringements such as, but not limited to, speeding, red-light camera or drink driving offences.

#### 11.4 Parking Fines

The Company will not be responsible for parking fines incurred where the vehicle has been fined for parking in areas designated as clear ways. An employee identified as regularly incurring parking fines will discuss with their Manager opportunities to avoid future fines or agree the need for such fines, for which the Company shall then be responsible.

#### 11.5 Expenses

After receipt of a claim the Company, through the payroll and in the next pay period, shall reimburse all reasonable expenses incurred in the discharge of duties.

### **12. Travel Time**

- 12.1 When a Route Sales Representative or Senior Route Sales Representative is required to travel on a Saturday for business purposes, provided that it is agreed that the Saturday travel is unable to be done on the Friday within normal working hours, they shall be paid, in addition to their normal pay, 150% of the base hourly rate for the first two hours and 200% of their base hourly rate thereafter, to be paid for the actual time taken to travel to the required destination.
- 12.2 When a Route Sales Representative or Senior Route Sales Representative is required to travel on a Sunday for business purposes, provided that it is agreed that the Sunday travel is unable to be done on the Monday within normal working hours, they shall be paid 200% of their base hourly rate, to be paid for the actual time taken to travel to the required destination.
- 12.3 The Route Sales Representative or Senior Route Sales Representative will have the option of being paid for time spent travelling on a weekend, as per Clause 12.1 and 12.2, or for taking time off in lieu, one hour off for each hour spent travelling to the required destination.
- 12.4 Time off in lieu must be taken within 28 days of travelling on a weekend at a mutually convenient time. Such an arrangement can be varied by agreement between the Route Sales Representative or Senior Route Sales Representative and their Area Sales Manager.

### **13. Salaries & Payment of Wages**

- 13.1 The salary is designed to adequately reward employees for the hours worked and is inclusive of all award allowances.
- 13.2 All superannuation payments and paid leave benefits (eg annual leave and long service leave) are based on this salary.
- 13.3 In determining the salary, the Company has taken into account the requirement of employees to work sufficient hours each day so as to ensure sales performance is achieved.
- 13.4 For the purpose this sub-clause 13.4, Route Sales Representatives will be engaged and classified as either a Route Sales Representative or Senior Route Sales Representative. Route Sales Representatives will have their salary determined as follows:
- (a) All full time Route Sales Representatives will be paid a minimum salary of at least \$35,000 per annum upon commencement.
  - (b) All full time Senior Route Sales Representatives will be paid a minimum salary of at least \$40,500 upon their commencement in the role.

### **14. Method of Payment**

- 14.1 Salaries shall be paid via Electronic Funds Transfer (EFT) into a bank or building society account nominated by the Route Sales Representative.

- 14.2 Route Sales Representatives engaged prior to 1 August 1998 will have a choice of being paid either:
- (a) weekly, paid in arrears; or
  - (b) fortnightly, 26 times a year, one (1) week in arrears and one (1) week in advance.
- 14.3 All casual route sales representatives shall be paid weekly in arrears.
- 14.4 All Route Sales Representatives engaged on or after 1 August 1998 shall be paid fortnightly, 26 times a year, one (1) week in arrears and one (1) week in advance.
- 14.5 In cases of hardship, a Route Sales Representative may approach the Company to have payments of wages made on a different basis to this Clause and the Company will reasonably respond to such request, provided a return to normal payment of wages, in accordance with the above, shall occur when the hardship ends.
- 14.6 Where salary is paid by EFT, the Company will not reimburse Route Sales Representatives for any bank and government charges.

### **15. Superannuation**

- 15.1 The Company shall contribute at least the prescribed percentage of employee earnings into a fund nominated by the employer in accordance with the provisions of the Superannuation Guarantee (Administration) Act.
- 15.2 In the event of changes to Superannuation laws requiring "choice of fund", the Company reserves the right to limit such choice to the Company's Superannuation Fund or its successor, the Retail Employees' Superannuation Trust or another fund as determined by the Company.

### **16. Development, Performance Management & Rewards**

- 16.1 The individual performance of all Route Sales Representatives shall be measured through agreed objectives, set using The Smith's Snackfood Company performance measurement tool, the Performance Development Review (PDR).
- 16.2 The Performance & Development Review (PDR) Process
- (a) The Performance & Development Review (PDR) cycle is an integral part of The Smith's Snackfood Company's business planning process. At a company level, the PDR cycle provides a clear line of sight between our Annual Operating Plan growth, profit, cost control, service and organisational goals, and your individual goals. For you, this provides the opportunity to examine work priorities and together with your line manager, identify, set and monitor those key individual objectives necessary to achieve the required business outcomes and maximise your contribution. This is a continuous process constantly improving individual and team performance, which in turn drives achievement of positive business outcomes and the development of our people to lead future growth.
  - (b) There are three stages to the PDR cycle:
    - (i) Plan - set direction and plan;
    - (ii) Development - progress regular discussions; and
    - (iii) Review - complete an end of year review.
- 16.3 The PDR will be the principal basis upon which performance will be measured and development needs identified.. The PDR may provide input into performance management and counselling procedures.



#### 16.4 Incentives & Bonuses

In addition to base salary, the Company may from time to time initiate discretionary incentive schemes. Involvement in these programs is subject to eligibility rules and may vary in their application from time to time.

### 17. Salary Reviews

- 17.1 Route Sales Representatives and Senior Route Sales Representatives will receive a 3.5% increase to their salary effective 1 March 2004.
- 17.2 The Company may further review salaries for Route Sales Representatives and Senior Route Sales Representatives, who are employed as at 1 March 2004, relative to their performance in 2003, on the following basis:
- (a) The individual performance of the Route Sales Representative and Senior Route Sales Representative will be measured using the Smith's PDR Process, as outlined in Clause 16. The Smith's PDR Process will assess performance against business objectives, including sales and other initiatives, and people objectives.
  - (b) Following the assessment of an individual's performance, the Company can, at its discretion, may apply a further performance based increase to their salary. This performance based increase will reflect both Company performance, with reference to the Company's competitive and market position, and the individual performance of the Route Sales Representative or Senior Route Sales Representative.
  - (c) If a further performance based increase is to be applied at the discretion of the Company, this will also be effective from 1 March 2004.
- 17.3 Route Sales Representatives and Senior Route Sales Representatives will receive a further 3.5% increase to their salary effective 1 March 2005.
- 17.4 The Company may further review salaries for Route Sales Representatives and Senior Route Sales Representatives, relative to their performance in 2004. Such a review will be as per 17.2 and at the Company's discretion, to be effective from 1 March 2005.

### 18. Hours of Work

#### Working Hours

- 18.1 The objective is that Route Sales Representatives will be able to perform their duties within 38 working hours per week averaged over 12 weeks.
- 18.2 Working hours shall:
- (a) be worked Monday to Friday within the hours 5:00am to 7:00pm unless agreed otherwise by the Route Sales Representative in which case hours may be worked at any other time;
  - (b) not exceed 14 hours each day (inclusive of the unpaid meal break and rest break provided under clause 0);
  - (c) exclude meal and rest breaks provided under clause 0; and
  - (d) not commence until at least 10 hours after the finish of work on the previous occasion.

18.3 Start and finishing times for each Route Sales Representative's working hours and the place where working hours will start and finish:

- (a) will be set by agreement between the individual and their Manager but where agreement is not reached, will be set by the Route Sales Representative's Manager; and
- (b) shall be flexible and may need to be changed on a daily basis.

#### Review of Working Hours

18.4 As stated in clause 0, the objective is that Route Sales Representatives will be able to perform their duties within 38 hours per week averaged over 12 weeks.

18.5 If a Route Sales Representative's working hours exceeds an average of 40 working hours per week over a 12-week period, they may request a review of working hours.

18.6 The Route Sales Representative must make their request for a review of working hours to the Area Sales Manager and if requested, the Company will conduct a review of working hours.

18.7 In a review of working hours the Company will take reasonable steps to achieve the objective referred to in clause 0, including, but not limited to:

- (a) if relevant, reasonable steps to assist the Route Sales Representative to improve their efficiency; and
- (b) reasonable steps to change the structure and components of the route.

#### 18.8 Overtime and Recording of Working Hours

(a) If a Route Sales Representative's working hours exceed 40 hours per week averaged over 12 weeks then, subject to clauses 00 and (c), any average weekly hours worked in excess of that will be overtime and the Route Sales Representative will be paid for such hours (reckoned on the average weekly hours) at the rate of time and one half for the first two hours and double time thereafter.

(b) Subject to clause 18.8(c), a Route Sales Representative will only be entitled to payment for overtime under clause 00 if they submit (within 5 business days of the end of the 12 week period in which the claim to overtime arises) an Overtime Claim Form and an Hours Record Form (which will be provided by the Company on request).

(c) If a Route Sales Representative who would (but for this clause 18.8(c)) be entitled to payment for overtime under clause 18.8(a) and (b) in respect of a 12 week period has received or is entitled to receive an Incentive Payment or Payments in respect of the same 12 week period (whether in respect of whole or any part of that 12 week period), then despite clause 18.8(a) and (b), the Route Sales Representative's entitlement to payment for overtime in respect of the 12 week period will be reduced by the amount of the total Incentive Payments which the Route Sales Representative has received or is entitled to receive in respect of that 12 week period.

(d) The Company may require Route Sales Representatives to work reasonable overtime.

#### Determining Average Working Hours

18.9 For the purpose of this clause 18:

- (a) average weekly working hours over a 12 week period will be determined in the following manner:
  - (i) the 12 week period will comprise 3 Company Periods (each of 4 weeks);

- (ii) the first 12 week period will commence at the beginning of the first Company Period which commences on or after the date of registration of this Agreement;
  - (iii) subject to clause 18.9(a)(iv), the 12 week period will roll forward, 1 Company Period (ie 4 weeks) at a time;
  - (iv) if a Route Sales Representative's working hours exceed an average of 40 hours per week in a 12 week period, working hours in that 12 week period will not be counted again and the next 12 week period will commence at the beginning of the first Company Period to commence after the completion of the 12 week period in which working hours exceeded an average of 40; and
  - (v) the Company Periods (each of 4 weeks) for the calendar year 2004 is set out in Appendix B. The Company Periods for the 2005 calendar year will be determined by the Company following the same approach as in Appendix B;
- (b) 'Incentive Payment' means a payment due to an Route Sales Representative under the Route Sales Representative Incentive Scheme as varied or replaced by the Company from time to time and any payments under any other incentive, commission, bonus or other like arrangements put in place by the Company from time to time and nothing in this Agreement shall limit the Company's discretion in respect of any such scheme.

#### Unpaid Breaks

18.10 Route Sales Representatives are entitled to unpaid meal breaks and rest breaks in accordance with the Award.

### **19. Flexibility of Work, Work to be Performed and Training**

#### 19.1 Flexibility of Work

- (a) The Company may direct a Route Sales Representative to carry out such duties as are within the limits of the Route Sales Representative's skill, competence and training.
- (b) Route Sales Representatives shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to them.

19.2 Without limiting the matters about which the Company may give directions, the Company may direct employees with reasonable notice, to meet operational requirements by:

- (a) Working in different stores/outlets;
- (b) Scheduling extra calls;
- (c) Rescheduling calls; or
- (d) Adopting such other working arrangements as are reasonable and necessary to ensure service to the Company's customers.

#### 19.3 Work to be Performed

Without limiting the generality of the above, Route Sales Representatives may be required to perform a wide range of duties, which include:

- (a) Selling the Product Range

To sell the product range to all retail outlets, as listed on the customer list in a defined geographical area.

(b) Calling on Retailers

To ensure all direct customers, as per the customer list, receive a planned call - as determined by the outlets call rate frequency and/or specific needs. Ensure retailer availability of the product range at all times, by adjusting call frequencies of planned calling cycles, as agreed with Area Sales Managers, eg. Public holidays/special events etc

(c) Product Distribution

To maximise the product range distribution in accordance with Company ranging and distribution guidelines, in all applicable retail outlets and where necessary, break cartons and sell in units to achieve same.

(d) Maintain Appropriately Sized Stands and Displays

To ensure product display units in the retail outlets are of the appropriate size to maintain a minimum 50% of the TSSC product range (applicable to the outlet) on display between calls and with nil out of stocks. Seek support and advice from Area Sales Manager/Senior Representative when placing/replacing product display units.

(e) Optimise Display Locations

To achieve wherever possible "Main Home" display location, which is visible to the consumer on the walk from the store entrance to the cash register. Permanent/Temporary off-location displays to be located in "Landmark Locations" as per Account Standards guidelines.

(f) Filling

To improve brand awareness and Company image by ensuring that Company Trade Standards are maintained and the product range is displayed in accordance with customer issued planograms or comply with the company nominated merchandising pattern. Product to be rotated at each call and filling of display units in as many outlets as possible within the appropriate working hours as designated in Clause 18.

(g) Management of Stock on Van

To maintain daily, adequate supply and rotation of product range levels on the Company vehicle in order to maintain both retailer requirements and additional needs. Also, maintain daily, adequate product display units on the Company vehicle in order to satisfy agreed set Company objectives/activities and carry sufficient product in order to seek and implement additional off-location display unit placement opportunities.

(h) Selling

To encourage consumer purchases of the product range from retail outlets by means of negotiation and seeking agreement for in-store merchandising, permanent/temporary off-location displays, "Landmark Locations" positions and other activities as appropriate to each customer, type and activity.

(i) Target Setting and Measurement

To complete and utilise the RSR Planner provided by the Area Sales Manager as a means to set sales targets, prioritise growth opportunities in individual outlets and ensure the timely execution of key initiatives such as promotions, brand launches, product drives and display drives. Achievements to be recorded using barometers.

(j) Attracting New Business

To be pro-active in seeking further sales opportunities for the product range and report same to Area Sales Manager/Senior Representative for follow-up action, support or assistance.

(k) Maintenance of Product Freshness

To check and rotate forward/reserve products of the product range for product freshness and to make known to retailers any problems found in relation to their product range. Credit and withdraw for disposal, out of date products from retail outlets, according to Company policy. Pro-actively identify potential freshness issues and return to van for resale.

(l) Management of Debtors

To manage retail or wholesale customers' payments for stock within the agreed trading terms and record and allocate such payments, where applicable. Seek the Area Sales Manager/Senior Representative support for any account requiring further action.

(m) Banking

Route Sales Representatives are required to bank takings on a daily basis at the bank nearest to their final delivery on that day.

Where this is not possible due to extenuating circumstances, the Route Sales Representative must notify the Area Sales Manager by the following morning.

(n) Attendance at Training

Attend all training sessions provided by the Company. Training is intended to improve overall performance in the role and enhance employee safety.

Specific training regarding cash handling and safety procedures will be provided by the Company.

## **20. Annual Leave**

20.1 The taking of annual leave will be by agreement between the Route Sales Representative and their Manager and may be taken pro rata and in advance (subject to prior approval). Annual leave will not however, be permitted for both the period 1st to 31st December and the week prior to Easter, each year.

20.2 Route Sales Representatives will be expected to take annual leave each year, no later than 6 months after their anniversary date. If a time for the taking of leave cannot be agreed, the Company with at least fourteen days' notice may determine the period in which an employee must take annual leave.

20.3 An annual leave roster will be scheduled each year to plan for relief work in advance.

20.4 Upon termination of employment, accrued annual leave entitlements will be paid based on the annual salary, along with a pro rata payment for the incomplete year of service.

20.5 Annual leave loading will be paid as the equivalent of one week's salary and will be on a pro-rata basis for periods of leave less than 4 weeks.

## **21. Sick Leave**

21.1 On commencement, sick leave will accrue at the rate of ten (10) working days in each year of service, fully cumulative from year to year.

21.2 If absent from work due to short-term illness or injury (other than workers' compensation) a Route Sales Representative will be paid their annual salary only for the amount of sick days they have accumulated

under clause 21.1. These days will then be deducted from the accumulated total. Absences of two or more days may require evidence to the Manager's satisfaction, in the form of medical certificate or statutory declaration.

- 21.3 If an employee exhausts their sick leave provided under clause 21.1, the Company may, in its absolute discretion and in exceptional circumstances, provide an employee with an additional period of paid sick leave.

## 22. Special Leave

- 22.1 Subject to agreement with their Manager, Route Sales Representatives may arrange to take paid time off work for situations beyond their control. The duration of leave will be decided by the Manager on the merits of the situation.
- 22.2 The provisions of the Award regarding personal/carer's leave (presently clause 28), bereavement leave (presently clause 29) and jury service (presently clause 38) shall apply.

## 23. Parental Leave

Following completion of 12 months' continuous service, Route Sales Representatives shall be entitled to Parental Leave in accordance with statutory standards. Parental Leave shall encompass maternity, paternity and adoption leave.

## 24. Long Service Leave

Long Service Leave shall accrue in accordance with the relevant State statute.

## 25. Public Holidays

This agreement recognises the following public holidays:

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

- 25.1 Work on a public holiday will be voluntary, by mutual agreement between a Route Sales Representative and the Company. A public holiday may be substituted for another day of paid absence, by mutual agreement between a Route Sales Representative and the Company. In this case, no penalty shall apply to work performed on the gazetted holiday.
- 25.2 If a Route Sales Representative's normal working week includes a public holiday, and the Route Sales Representative agrees to work the public holiday, they shall be paid, in addition to their normal pay, at 150% of the base hourly rate.
- 25.3 All work, not part of a Route Sales Representative's normal working week, performed on a gazetted public holiday in the State, shall be paid at 250% of the base hourly rate. Alternatively, the employee may elect to receive 150% of the base rate and accrue one day's annual leave in lieu of payment.
- 25.4 For the purposes of this clause, a public holiday shall be the day or its substitute as gazetted. An employee working on both the gazetted day and its substitute shall only be paid in accordance with this clause for the gazetted day.

## 26. Uniforms

- 26.1 If required by the Company or to meet statutory obligations, an employee may be supplied with uniforms, safety equipment and/or footwear in accordance with Company policy. If issued with such

equipment or clothing employees are required to wear the same at all times during working hours. Additionally, it is the employee's responsibility to ensure that the uniform is appropriately laundered and cared for.

- 26.2 Uniforms, safety equipment and footwear, at all times, remain the property of the employer. On termination of employment, employees must return all uniforms, equipment and footwear provided by the Company. Any Route Sales Representative who loses, destroys or damages uniforms, safety equipment and footwear may be liable to the Company for the costs of replacement.

## **27. Employee Responsibilities**

- 27.1 By accepting a role with The Smith's Snackfood Company, employees accept that, without limitation, they shall:
- (a) unless absent on leave or through illness or involuntary injury, devote the whole of their time and attention during normal working hours, and at such other times as may be reasonably necessary, to the business of Smith's;
  - (b) not engage in or be concerned or interested in any other business or occupation or employment, without the prior written consent of Smith's, with any organisation whose interests, or requirements of the employee, may conflict with the interests of the employer;
  - (c) not accept any payment or other benefit in money or in kind from any person as an inducement or reward for any act or forbearance for or in connection with any matter or business transacted by or on behalf of Smith's;
  - (d) maintain the licences required by the role, as a condition of ongoing employment;
  - (e) abide by all Company policies and procedures established and modified over time; and
  - (f) ensure a safe workplace and work practices by working, in accordance with any Company and Statutory Occupational Health and Safety policies and regulations.
- 27.2 Employees covered by this agreement are responsible for all cash receipts. Discrepancies in cash balances shall be investigated in accordance with Clause 9 - Counselling & Discipline Procedure. Suspect or unsubstantiated cash shortfalls may be discussed with the responsible Route Sales Representative. Where training is identified as the cause of such discrepancies, employees will be provided appropriate training in accordance with subclause 19.3.
- 27.3 Further, and without limitation, either during or after employment with the employer, employees may not disclose or use any confidential information, which is learnt while employed by the employer, without the written approval of the employer in advance. Confidential information includes trade secrets (including customer lists or written histories), financial, business and other information belonging to the employer or information about the business of the employer, its associated companies or customers.
- 27.4 Failure to comply with these requirements may be grounds for termination.

## **28. Grievance & Disputes Resolution Procedure**

- 28.1 This procedure applies to the parties to this agreement in relation to the settling of grievances and avoiding disputes. The procedure is based on consultation, cooperation and discussion with the object of minimising disruption to working relationships and the performance of work. At any time during this procedure an employee may seek the involvement of the Union or another third party to act on their behalf.

Step 1 In the event a Route Sales Representative has a grievance, the Route Sales Representative in the first instance shall attempt to resolve the matter with their immediate Manager. An employee should expect a response from their Manager within 24 hours of notification.

- Step 2 If the grievance is not resolved in Step 1, the Route Sales Representative should refer the matter to the next level of management for discussion.
- Step 3 If the grievance is not resolved in Step 2, the matter should be referred to the senior manager responsible for the sales region in which the Route Sales Representative is employed.
- Step 4 If the grievance is not resolved in Step 3 after the parties have genuinely attempted to achieve settlement, then the matter should be referred to the employer's Human Resources Manager for resolution with the Route Sales Representative (and his/her representative). Such resolution may involve some form of third party mediation, including but not limited to the Industrial Relations Commission.
- 28.2 Throughout all stages of this procedure, the status quo shall continue unless there is a reasonable concern about an imminent risk to the Route Representative's health or safety. The parties will cooperate to ensure that each step in the resolution process is followed as quickly as is reasonably possible. In the event that a resolution cannot be found under this method the parties may agree to use third party mediation and/or conciliation by the Industrial Relations Commission.

### **29. Safety & Environment**

- 29.1 The Company holds in high regard the health and safety of all people involved in our operations and will continue to strive to improve performance through commitment to ensure the achievement of the highest standards.
- 29.2 In support of this, the Company and Route Sales Representatives shall ensure a safe workplace and work practices by working in accordance with any Company and statutory Occupational Health & Safety policies and regulations.
- 29.3 Provided that the Company provides appropriate training and induction Route Sales Representatives must:
- (a) set up and maintain housekeeping so that operations areas and vehicles are maintained in a clean and safe condition as part of normal duties;
  - (b) participate in safety and housekeeping audits including follow up preventative actions to ensure their completion;
  - (c) investigate injuries and unusual incidents and follow up preventative actions;
  - (d) carry out emergency procedure trials and their auditing;
  - (e) attend routine training/retraining in safety procedures and emergency equipment use; and
  - (f) participate in hazard and accident/incident investigation.

### **30. Redundancy**

- 30.1 In the event that the employment of a Route Sales Representative is terminated because his/her position is redundant, a severance payment will be made in addition to an entitlement to notice of termination, and statutory entitlements will apply in accordance with the Company's current redundancy practice, which is:
- 4 weeks' base salary for each completed year of service, or part thereof;
  - 4 weeks' notice of termination, unless the employee is over 45 years of age in which case they will be entitled to 5 weeks notice (in lieu of the entitlement to notice provided under clause 10);
  - Total of severance payments and payments in lieu of notice to be capped at 78 weeks;



Outplacement assistance.

### **31. Consultation**

- 31.1 The parties recognise the need for regular consultation. Matters relating to significant changes in operational requirements shall be considered by the parties by way of consultation. If, as a result of this consultation, changes to work operations are required, the parties will co-operate to implement such changes.
- 31.2 If a matter cannot be resolved by consultation, it should be referred to the Disputes Resolution Procedure under clause 28.

### **32. Union Matters**

#### 32.1 Freedom of Choice - Non Discrimination

- (a) Union membership is a matter of individual free choice. The parties accept the rights of Route Sales Representatives to belong or not belong to a Union, as recognised in Clause 3.2 of this agreement. Membership of a Union is entirely voluntary and employees shall not be discriminated against, victimised or pressured in any way from exercising this choice.
- (b) Opportunities in all aspects of employment, recruitment and selection, promotion, conditions of employment, training and development, remuneration and separation will be determined on merit, having regard to the principles of Equal Employment Opportunity, irrespective of whether the employee is a Union member or not.

#### 32.2 Union Representatives

The Company recognises that a representative of the Union shall be involved in the consultation under clause 31.1 and the names of Union Representatives shall be advised to the Company, as appropriate.

#### 32.3 Deduction of Union Fees

The Company agrees that where directed to do so by an employee it will deduct membership dues of the Union through the payroll and remit fees to the Union. The deduction form must be on the Company authorised form.

#### 32.4 Union Noticeboard

A noticeboard will be made available to Union Representatives for the display of Union notices.

### **33. Anti-Discrimination**

- 33.1 It is the intention of the parties to this Agreement to seek to achieve the object in section 3(f) of the Act 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.
- 33.2 It follows that in fulfilling their obligations under this Agreement 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. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 33.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

33.4 Nothing in this clause it to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and
- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

33.5 This clause does not create legal rights or obligations in addition to those imposed under the parties by the legislation referred to in this clause.

SIGNED for and on behalf of  
THE SMITHS SNACKFOOD COMPANY LIMITED  
by an authorised representative in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Office held

SIGNED for and on behalf of  
ROUTE SALES REPRESENTATIVES  
EMPLOYED IN NEW SOUTH WALES  
by an authorised representative in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Office held

SIGNED for and on behalf of the  
SHOP DISTRIBUTIVE & ALLIED EMPLOYEES  
ASSOCIATION, NSW by an authorised  
representative in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Office held

SIGNED for and on behalf of the  
SHOP ASSISTANTS AND WAREHOUSE  
EMPLOYEES FEDERATION OF AUSTRALIA,  
NEWCASTLE & NORTHERN  
by an authorised representative  
in the presence of:

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Signature

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Signature of witness

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Name (print)

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Name of witness (print)

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Office held

## **APPENDIX A**

Route Sales Representatives Kim Lowe and Phil Baran will maintain RDO's which are due to historical reasons and past commitments made by the Company.

## APPENDIX B

### Financial Calendar 2004

	JANUARY				FEBRUARY				MARCH				APRIL				MAY				JUNE			
Sun	28	4	11	18	25	1	8	15	22	29	7	14	21	28	4	11	18	25	2	9	16	23	30	6
Mon	29	5	12	19	26	2	9	16	23	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7
Tue	30	6	13	20	27	3	10	17	24	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8
Wed	31	7	14	21	28	4	11	18	25	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9
Thu	1	8	15	22	29	5	12	19	26	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10
		9				6				5				2				30				28		
Fri	2		16	23	30		13	20	27		12	19	26		9	16	23		7	14	21		4	11
Sat	3	10	17	24	31	7	14	21	28	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12
	PERIOD 1				PERIOD 2				PERIOD 3				PERIOD 4				PERIOD 5				PERIOD 6			
Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24

	JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER							
Sun	13	20	27	4	11	18	25	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19
Mon	14	21	28	5	12	19	26	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20
Tue	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21
Wed	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22
Thu	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23
		25				23				20				17				15				12				10		
Fri	18		2	9	16		30	6	13		27	3	10		24	1	8		22	29	5		19	26	3		17	24
Sat	19	26	3	10	17	24	31	7	14	21	28	4	11	18	25	2	9		23	30	6	13	20	27	4	11	18	25
	PERIOD 7				PERIOD 8				PERIOD 9				PERIOD 10				PERIOD 11				PERIOD 12				PERIOD 13			
	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52