

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/131

TITLE: The Smith's Snackfood Company Limited New South Wales Sales Representatives' Enterprise Agreement 2002

I.R.C. NO: IRC2/5817

DATE APPROVED/COMMENCEMENT: 3 June 2003/8 November 2002

TERM: 1 February 2004

**NEW AGREEMENT OR
VARIATION:** Replaces EA99/91

GAZETTAL REFERENCE: 18 July 2003

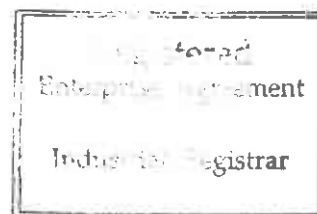
DATE TERMINATED:

NUMBER OF PAGES: 25

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged by The Smith's Snackfood Company Limited as Route Sales Representatives in the State of New South Wales

PARTIES: Smiths Snackfood Company trading as Smiths Snackfoods -&- 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 2002**



1. Title

This agreement shall be known as The Smith's Snackfood Company New South Wales Route Sales Representatives' Enterprise Agreement 2002.

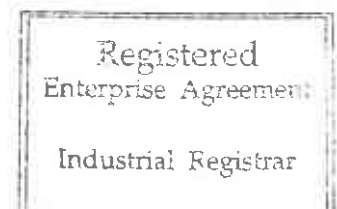
2. Arrangement

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

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

3. Definitions

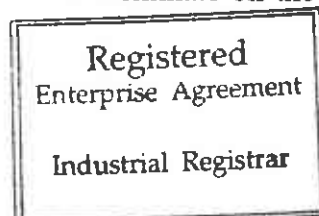
3.1 "The Company" refers to The Smith's Snackfood Company Limited.



- 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 *Smith's Snackfood Company Limited New South Wales Route Representatives' Enterprise Agreement 1998* 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 2004.

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 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 29 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 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 Territory 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.

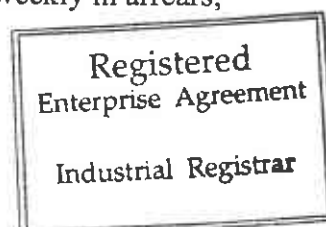
- (b) If an employee is to be terminated during the probationary period they will be provided with reasonable notice of the need to satisfy Company standards and that this clause shall be invoked should they fail to meet such standards.
- (c) Should a Route Sales Representative wish to terminate employment 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 their assessed competency level.
- (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

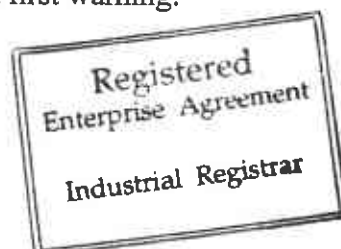
- (a) A casual Route Sales Representative shall be paid per hour one-thirty eighth of the weekly rate of their assessed competency level, plus 25% casual loading.
- (b) Casual Route Sales Representatives shall have a minimum period of engagement of 4 hours and may be terminated by giving 4 hours notice 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 13, Method of Payment, provided that casual Route Sales Representatives are paid weekly in arrears;



- (ii) clause 14, 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 17.2 and 17.3, Working Hours;
 - (iv) clause 18, Flexibility of Work;
 - (v) clause 23, Long Service Leave;
 - (vi) clause 25, Uniforms;
 - (vii) clause 26, Employee Responsibilities;
 - (viii) clause 27, Grievance and Disputes Resolution Procedure;
 - (ix) clause 28, Safety and Environment; and
 - (x) clause 30, 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 unworked, 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. Salaries & Payment of Wages

12.1 The salary is designed to adequately reward employees for the hours worked and is inclusive of all award allowances.

12.2 All superannuation payments and paid leave benefits (eg annual leave and long service leave) are based on this salary.

12.3 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.

12.4 For the purpose this sub-clause 12.4, Route Sales Representatives will be engaged and classified as either a Route Sales Representative or Senior Route Sales Representative. Subject to clause 12.5 Route Sales Representatives will have their salary determined as follows:

(a) All full time Route Sales Representatives employed after registration of this agreement will be paid a minimum salary of \$35,000 per annum upon commencement, which replaces the previous classification levels.

(b) All full time Senior Route Sales Representatives employed after registration of this agreement will be paid a minimum salary of \$40,500, which replaces the previous classification levels.

(c) Full time Route Sales Representatives employed prior to the registration of this agreement shall be paid a salary which is the greater of \$35,000 or their salary immediately prior to registration of this agreement plus a 3.5% increase.

(d) Full time Senior Route Sales Representatives employed prior to the registration of this agreement shall be paid a salary which is the greater of \$40,500 or their salary immediately prior to registration of this agreement plus a 3.5% increase.

12.5 Route Sales Representatives working in the Northern Rivers Region, who have already received a 3.5% increase on 17 June 2002 will not receive the increase referred to in clause 12.4(c) and (d).



13. Method of Payment

- 13.1 Salaries shall be paid via Electronic Funds Transfer (EFT) into a bank or building society account nominated by the Route Sales Representative.
- 13.2 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.
- 13.3 All casual Route Sales Representatives shall be paid weekly in arrears.
- 13.4 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.
- 13.5 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.
- 13.6 Where salary is paid by EFT, the Company will not reimburse Route Sales Representatives for any bank and government charges.

14. Superannuation

- 14.1 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.
- 14.2 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.

15. Development, Performance Management & Rewards

- 15.1 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).
- 15.2 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

Registered
Enterprise Agreement
Industrial Registrar

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.

15.3 The PDR will be the principal basis upon which performance will be measured and development needs identified. As such, the PDR will replace the competency-based structure. Results of the performance review process will be used when determining annual salary increases and may provide input to performance management and counselling procedures.

15.4 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.

16. Salary Reviews

16.1 The Company will review salaries for Route Sales Representatives who are employed as at 1 March 2003 on the following basis:

- (a) The Company's Remuneration Policy will be determined prior to 1 March 2003 after consideration of relevant factors including the Company's competitive and market position. Salary increases will reflect relevant factors including both the Company's and the Route Sales Representative's personal performance, as measured using Smith's PDR Process.
- (b) Subject to the setting of the Company's Remuneration Policy and individual employee performance as determined under the PDR, increases to annual salaries operative from 1 March 2003, shall be as follows:
 - (i) An employee performing at or above an 'On Target' rating shall receive an increase of no less than 3.5% pa; and
 - (ii) An employee receiving a 'Below Target' performance review shall receive a zero percent increase. Such employees will be provided with counselling and performance management to assist them to achieve performance standards within 90 days which would amount to an 'On Target' rating. Should the 'On Target' performance level be reached, the employee's salary shall be increased by 3.5%, effective from the first pay period on or after the 90th day. Should the 'On Target' performance level not be reached within 90 days, the employee will receive no increase.

<p style="text-align: center;">Registered Enterprise Agreement Industrial Registrar</p>
--

17. Hours of Work

Working Hours

- 17.1 The objective is that Route Sales Representatives will be able to perform their duties within 38 working hours per week averaged over 12 weeks.
- 17.2 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 17.10);
 - (c) exclude meal and rest breaks provided under clause 17.10; and
 - (d) not commence until at least 10 hours after the finish of work on the previous occasion.
- 17.3 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

- 17.4 As stated in clause 17.1, the objective is that Route Sales Representatives will be able to perform their duties within 38 hours per week averaged over 12 weeks.
- 17.5 If a Route Sales Representative's working hours exceed an average of 40 working hours per week over a 12 week period, they may request a review of working hours.
- 17.6 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.
- 17.7 In a review of working hours the Company will take reasonable steps to achieve the objective referred to in clause 17.4, 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.
- 17.8 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 17.8(b) 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 17.8(c), a Route Sales Representative will only be entitled to payment for overtime under clause 17.8(a) 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 17.8(c)) be entitled to payment for overtime under clause 17.8(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 17.8(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

17.9 For the purpose of this clause 17:

- (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 17.9(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 years 2002 and 2003 are set out at **Appendix B** and the Company Periods for the 2004 calendar year and following will be determined by the Company following the same approach as in **Appendix B**;

<p>Registered Enterprise Agreement</p> <p>Industrial Registrar</p>
--

- (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

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

18. Flexibility of Work, Work to be Performed and Training

18.1 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.

- 18.2 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.

18.3 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

<p>Registered Enterprise Agreement Industrial Registrar</p>

(c) *Product Distribution*

To maximise the product range distribution, and as a minimum sell in the "Power Brand" range in such quantities appropriate to each retailer's needs, 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 17.

(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.

19. Annual Leave

19.1 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.

19.2 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.

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

- 19.4 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.
- 19.5 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.

20. Sick Leave

- 20.1 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.
- 20.2 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 20.1. 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.
- 20.3 If an employee exhausts their sick leave provided under clause 20.1, the Company may, in its absolute discretion and in exceptional circumstances, provide an employee with an additional period of paid sick leave.

21. Special Leave

- 21.1 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.
- 21.2 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.

22. 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.

23. Long Service Leave

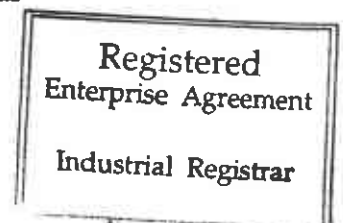
Long Service Leave shall accrue in accordance with the relevant State statute.

24. Public Holidays

This agreement recognises the following public holidays:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Sovereign's Birthday
- Union Picnic Day
- Labour Day
- Christmas Day
- Boxing 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.



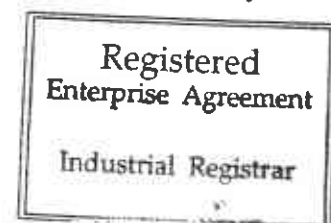
- 24.1 Work on a public holiday will be voluntary, by mutual agreement between a Route Sales Representative and the Company. A public holiday may be substituted for another day of paid absence, by mutual agreement between a Route Sales Representative and the Company. In this case, no penalty shall apply to work performed on the gazetted holiday.
- 24.2 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.
- 24.3 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.
- 24.4 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.

25. Uniforms

- 25.1 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.
- 25.2 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.

26. Employee Responsibilities

- 26.1 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.

- 26.2 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 18.3.
- 26.3 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.
- 26.4 Failure to comply with these requirements may be grounds for termination.

27. **Grievance & Disputes Resolution Procedure**

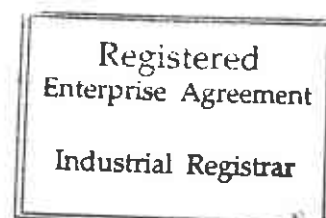
- 27.1 This procedure applies to the parties to this agreement in relation to the settling of grievances and avoiding disputes. The procedure is based on consultation, cooperation and discussion with the object of minimising disruption to working relationships and the performance of work. At any time 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.



27.2 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.

28. Safety & Environment

28.1 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.

28.2 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.

28.3 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.

29. Redundancy

29.1 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.

<p>Registered Enterprise Agreement Industrial Registrar</p>
--

30. Consultation

- 30.1 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 cooperate to implement such changes.
- 30.2 If a matter cannot be resolved by consultation, it should be referred to the Disputes Resolution Procedure under clause 27.

31. Union Matters

31.1 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.

31.2 Union Representatives

The Company recognises that a representative of the Union shall be involved in the consultation under clause 30.1 and the names of Union Representatives shall be advised to the Company, as appropriate.

31.3 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.

31.4 Union Noticeboard

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



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

[Handwritten Signature] ←

Signature

← THOMAS S. FRICKE
Name (print)

MANAGING DIRECTOR
Office held

[Handwritten Signature]
Signature of witness

Jane Thomas
Name of witness (print)

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

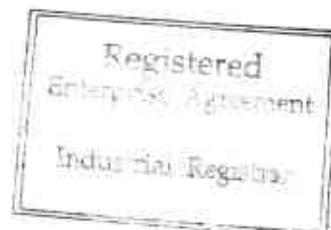
[Handwritten Signature] ←
Signature (NS)

← N. SMITH
Name (print)

RSR
Office held

[Handwritten Signature]
Signature of witness

DARREN FULLERTON
Name of witness (print)



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

W. Dechula

Signature of witness

W. Dechula

Name of witness (print)

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:

W. Dechula

Signature of witness

W. Dechula

Name of witness (print)

S. J. All
Signature

GREGORY JOHN DONNELLY
Name (print)

S. J. All
Office held

Bebal
Signature

BARBARA NEBART
Name (print)

ASSISTANT SECRETARY
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 2002

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

AUGUST

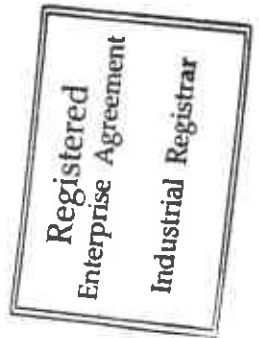
SEPTEMBER

OCTOBER

NOVEMBER

DECEMBER

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



Appendix B

Financial Calendar 2003

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

