

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/91

**TITLE: The Smith's Snackfood Company Limited Territory Representatives'
Agreement 1998**

I.R.C. NO: 98/6016

DATE APPROVED/COMMENCEMENT: 19 February 1999

TERM: 1 Year

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED: 1 August 1999

NUMBER OF PAGES: 27

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all Territory Representatives in the State of New South Wales

PARTIES: Smith's Snackfood Company -&- Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Shop, Distributive and Allied Employees' Association, New South Wales, Shop, Distributive and Allied Employees' Association, New South Wales, Steven Antonis, Stephen Armstrong, Ronald Atchison, Gregory Bailey, Murray Bailey, Phillip Baran, Karl Bathis, Guilford Beath, Glen Bevan, John Bishara, Gary Black, Anthony Blair, Natale Blaslov, Gregory Bray, Dennis Breheny, Michael Brown, Alan Bryant, Jason Buckley, Brett Butcher, Graeme Cameron, Paul Carrabott, Desmond Clinton, Matthew Collins, Scott Connors, John Corbett, Gary Corby, Jonathan Crisp, Andrew Crouch, Laurence Dickson, Lindsey Dodds, Grant Dunkley, Kenneth Dunn, Stephen Dunne, Robert Durie, John Elliott, Allan Ferguson, Brendan Ferguson, Anthony Forsyth, Paul Fusek, Phillip Garry, Richard Gathercole, Bruce Geyer, Luke Gibbons, Stewart Gill, Darryn Gomes, Dennis Gordon, David Graham, Keith Green, Warren Green, Harold Higgins, Paul Hockley, Brett Hodson, Christopher Home, Steven Howell, Mitchell Kercher, Sami Koivisto, Damian Kranendonk, Peter Law, Brent Lenane, Terry Lockwood, Kim Lowe, Charles Mackay, David Mackay, Benjamin Macleod, Russell Maher, Adam May, Terry McCloy, Alexander McKenzie, Karl Menezes, Karl Miegel, Thomas Miholic, Brett Milton, Brian Monk, Gregory Moran, Russell Mullins, Eric Phillips, Dallas Pomfret, Ryan Prudames, Todd Robinson, Grahame Ross, Peter Russ, Gary Serhan, Todd Shaw, Robert Shears, Norman Smith, Zlate Stefanovski, Anthony Stephens, Richard Stephens, Scott Stevens, Efthimios Thimou, David Titcombe, Garry Tovell, Michele Towers, Peter Townsend, Peter Trenerry, Jason Trevascus, Craig Wickson, Douglas Wilkinson, Matthew Wittle

THE SMITH'S SNACKFOOD COMPANY LIMITED

TERRITORY REPRESENTATIVES' AGREEMENT

1998

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1. **TITLE**

This Agreement shall be known as The Smith's Snackfood Company Limited Territory Representatives' Agreement 1998.

2. **ARRANGEMENT**

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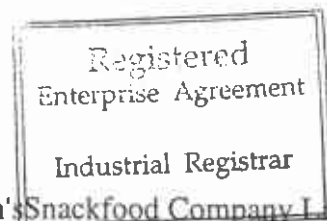


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3. DEFINITIONS

- a) "The Company" means The Smith's **Snackfood Company Limited**.
- b) "The Union" means the **SDAEA** and **SAWEFA**, Newcastle & Northern.
- c) "Territory Representative" means an employee engaged to carry out the duties in Clause 11 b) Work to be Performed unless otherwise indicated and also includes Territory Representatives engaged after the making of this Agreement.
- d) "The product range" means the full range of listed Company products applicable for the appropriate channel / customer.
- e) "Product display units" means the Company supplied wire / plastic / cardboard displays / retail outlet's affixed shelving.



- f) "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.)
- g) "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.

4. APPLICATION AND PARTIES BOUND

This Agreement shall apply to all Territory Representatives in the State of New South Wales.

The Parties to this Agreement are:

- a) The Smith's Snackfood Company Limited
- b) Shop Distributive and Allied Employees Association, NSW
- c) Shop Assistants and Warehouse Employees Federation of Australia, Newcastle and Northern
- d) All Territory Representatives whether members or not of the union, engaged as Territory Representatives.

This agreement is a stand alone document and applies notwithstanding any other State or Federal Award (including the Van Salesmen State Award).

It also replaces all previous Company and Union correspondence and agreements and relevant decisions of the NSW Industrial Relations Commission. It now represents a complete document at the time of making this agreement.

5. NO EXTRA CLAIMS

The Territory Representatives covered by this Agreement commit themselves to no extra claims outside the scope of and life of this Agreement. Changes to be made to the Agreement shall be by consent of all parties.

6. CONTRACT OF EMPLOYMENT

- a) Prior to Engagement

All Territory Representatives will be informed prior to engagement whether they are full-time, part-time or casual, in writing.



b) Probationary Territory Representatives

All new full-time Territory Representatives engaged as a Trainee Territory Representative will be on 3 months probation. During this period, regular counselling, training and reports on progress will be made. Towards the end of the period, a formal review will be made and the Territory Representative informed as to whether the Company accepts them as full-time Territory Representatives, will terminate employment or will extend the probationary period for a further period not exceeding 3 months with the total probationary period not exceeding 6 months. During the probationary period, employment may be terminated by one (1) weeks notice or payment in lieu from either side. However, the Company maintains the right to instant termination for matters warranting such termination.

c) Part-time Territory Representatives

i) A part-time Territory Representative shall mean any Territory Representative who is employed to work regular days and regular hours which shall be not less than 12 hours nor more than 32 hours per week, with a minimum of 4 hours on any one day. Such Territory Representative shall be paid for each hour worked at the rate of at least one thirty-eighth of their assessed competency level.

ii) Provided that the total provisions of this agreement shall apply to such part-time Territory Representatives on a proportionate basis and, in the case of public holidays, part-time Territory 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.

d) Casual Territory Representatives

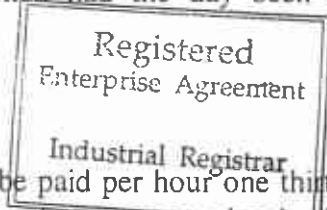
i) A casual Territory Representative shall be paid per hour one thirty-eighth of the weekly rate of their assessed competency level, plus 25% casual loading.

ii) Casual Territory 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.

iii) For the purposes of calculating annual holidays, an amount of one twelfth is to be added on to ordinary time.

iv) The provisions of Clause 22 Sick Leave do not apply. Clause 23 Public Holidays and Clause 24 Other Leave may not apply to Casual Territory Representatives depending upon the written letter of engagement.

There shall be not more than a proportion of two casuals or part time Territory Representatives to five full-time Territory Representatives.



e) Disciplinary Procedure

- i) Employees will be counselled on performance prior to any formal warnings being given.
- ii) When a warning is necessary, the employee will be given sufficient notice of the interview to allow representation to be arranged, if desired, by the employee.
- iii) Second and subsequent warnings may be for different offences. If a second warning is necessary, the above procedure shall apply except that the employee will be advised after consideration that the second warning is a final warning and that a future offence may lead to the termination of employment.
- iv) If a further offence occurs, including offences of a different nature, a further meeting shall be held and the Territory Representative given the opportunity of representation, if desired. After consideration, the employee may be terminated by the giving of notice as set out in 6. f) below. Such notice will be confirmed in writing within one working day.
- v) 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.

f) Termination of Employment

Termination of employment shall not be harsh, unjust or unreasonable.

With Notice:

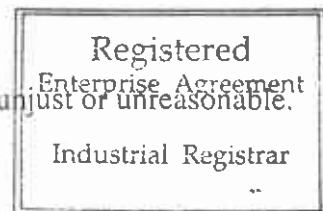
Full-time Territory Representatives, after the probationary period, will be given two (2) weeks notice or payment in lieu or such further notice as is required by legislation from time to time in force. Territory Representatives will be required to give two (2) weeks notice or forfeit up to two (2) weeks pay; provided that the Company and the Territory Representative may agree to a shorter period of notice.

Instant Dismissal:

The Company maintains the right to instant termination for matters warranting such termination.

g) Absent without Leave

A Territory 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.



7. VEHICLES, LICENCE AND EXPENSES

a) Vehicles

- i) An appropriate vehicle shall be provided by the Company and the Company will pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.
- ii) A Territory Representative shall not permit any unauthorised person to accompany him / her on their vehicle nor permit any unauthorised person 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.

b) Licences

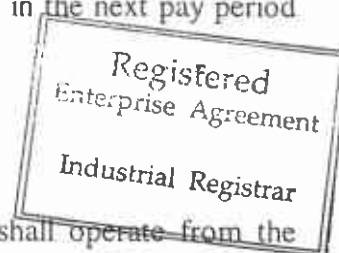
- i) Where the Company requires a Territory Representative to obtain or upgrade a licence, the costs shall be borne by the Company.
- ii) Each Territory Representative shall maintain the appropriate licence and shall advise the Company of any change to licence arrangements. The Company may require the Territory Representative to produce evidence of the possession of the appropriate licence.

c) Expenses

All reasonable expenses incurred in the discharge of duties shall be reimbursed by the Company through the payroll and in the next pay period after receipt of the claim.

8. DATE AND PERIOD OF OPERATION

The life of this Agreement shall be one (1) year and it shall operate from the beginning of the first pay period to commence on or after 1 August 1998.



9. OBJECTIVES

This Agreement recognises that we are a customer oriented organisation and reflects our organisational culture which aims to maximise customer service which differentiates the Company from its competitors

In achieving this objective the Company recognises that its employees are the most important asset, and to attract and motivate the right quality and calibre of individuals, conditions and benefits need to be competitive in the market place.

The parties to this Agreement recognises that in the rapidly changing market place in which we are working as an organisation, we need to be flexible and adaptable, be committed to the implementation of measures directed towards continuous improvement and meeting the highest performance standards demanded by our customers and ourselves. It is recognised that this commitment significantly contributes towards maintaining the Company's ongoing viability.

If, during the course of the Agreement, a change to the method of operation not envisaged by this Agreement is required, either party has the right to seek changes to the Agreement to facilitate the changed method of operation.

The parties to the Agreement are committed to:

- a) An understanding of mutual respect and co-operation between the parties and an acceptance of the joint responsibility to resolve their differences through the consultative process.
- b) To co-operate in an ongoing review of work practices in order to improve the Company's efficiency and productivity and the Territory Representatives contribution.
- c) Working together by utilising the relevant skills of each employee, providing and undertaking the necessary training and to encourage multi-skilling and employee flexibility in order to increase personal job satisfaction and progress along a career path.

10. SALARY RATES

- i) The salary is designed to adequately reward employees for the hours worked and is inclusive of all award allowances.
- ii) All superannuation payments and paid leave benefits (eg. annual leave and long service leave) are based on this salary.
- iii) 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.

The salaries shall be payable as follows:

Trainee	\$30,680	Level 1	=	\$32,760
Level 2	\$34,840	Senior		\$36,920



- iv) The above rates include a 4% increase which will be offset against any Company increase as result of the annual performance review. As a consequence of the negotiations being delayed at the Company's request the 4% increase will be backdated to 1 August 1998.

11. FLEXIBILITY OF WORK, WORK TO BE PERFORMED AND TRAINING

a) Flexibility of Work

The Company may direct a Territory Representative to carry out such duties as are within the limits of the Territory Representative's skill, competence and training.

Territory Representatives shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to them.

b) Work to be Performed

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

i) Selling the Product Range

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

ii) Calling on Retailers

To ensure all impulse direct retail customers, as per the customer list, receive a planned call - the frequency as determined by the outlet's classification 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.

iii) Product Distribution

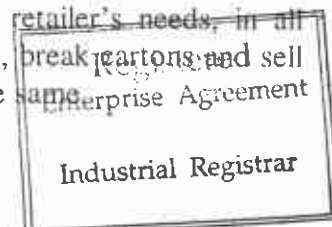
To maximise the product range distribution, by customer type, and sell in such quantities appropriate to each retailer's needs, in all applicable retail outlets and where necessary, break cartons and sell the product range in units in order to achieve same Enterprise Agreement

iv) Size of Display

To ensure product display units in the retail outlets are of the appropriate size to maintain the quantity of the product range on display between calls and with nil out of stocks. Seek support and advice from Area Sales Manager/Senior Territory Representative when placing/replacing product display units.

v) Display Location

To seek better and/or additional selling positions and space for the product range in all retail outlets, as listed on the customer list.



vi) Filling

To improve product range brand awareness and Company image by ensuring that Company Trade Standards are maintained and the product range is displayed in accordance with Company issued planograms by Channel/customer type and filling product display units where agreed between the Area Sales Manager and Territory Representative.

vii) Stock on Van

To maintain daily, adequate supply 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 product display unit placement opportunities.

viii) Selling Skills

To encourage consumer purchases of the product range from retail outlets by means of negotiation and agreement of merchandising activities as appropriate to each customer type and activity.

ix) Targets and Goals

To implement merchandising activities, including new launches/distribution drives, etc. in agreed numbers and in accordance with planned promotional activities by way of striving to achieve agreed distribution targets within existing retailer customer base. Achievements to be recorded using barometers.

x) New Business

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

xi) Product Freshness

To check 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. In addition, replace / credit and withdraw for disposal, out of date products from retail outlets, according to Company policy.

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xii) Debtors

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

xiii) Area Sales Manager Support

To seek support and advice from the Area Sales Manager/Senior Territory Representative when experiencing difficulties relating to any of the Territory Representative's responsibilities.

c) Commitment to Training and Careers

The parties acknowledge that varying degrees of training are provided to employees, both via internal, on the job and through external training providers.

The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required.

It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees and the parties agree to co-operate in encouraging both employers and employees to avail themselves of the benefits to both from such training.

The parties agree to continue discussions on issues raised related to training.

All Territory Representatives will receive a statement of proposed training and on completion of successful training, a record will be kept by the Company and a copy given to the Territory Representative.

12. HOURS OF WORK

- a) No Territory Representative should work any more than 14 consecutive hours.
- b) There should be a 10 hour break before the commencement of the next days work.
- c) Definition of a week - five consecutive days recognised as Monday to Friday.
- d) It is the Company's objective for each Territory Representative to work a weekly average of 38 hours over a 3 month period. Weekly hours are to be reviewed each month with a 3 month evaluation.



- e) Overtime and/or time in lieu will only be paid in excess of 3 hours per week averaged over each 3 month period.

As call rates and cycles will be reviewed on a needs basis, it is the Company's expectation that the working hours should fall within reasonable limits of the ordinary working hours prescribed under this Agreement.

Where a Territory Representative raises the issue of call rates with their Area Sales Manager and no review takes place, the matter may be referred to the Consultative Committee to ensure that appropriate review takes place.

It is the responsibility of the Territory Representative to record the start time and finish time each day on the timesheets provided by the Company, and return this record of working hours to their respective manager at the end of the week. This will enable the parties to monitor working hours with a view to taking reasonable steps to control the excess and make overtime payments at time and a half for the first two hours and double time thereafter where the ordinary hours of work exceed an average of 172 hours over a four week period.

Such an excess hours payment system will only remain viable if it is based on employees' acceptance of the responsibility to manage working time so as to achieve the required results within reasonable limits of ordinary working hours.

In exceptional circumstances, where excess hours above 172 hours over a four week period may become necessary, employees will at the conclusion of the second week of the period, provide to their Area Sales Manager for approval, sufficient notification of the estimated number of hours of overtime to be worked.

Any disputes arising from any overtime claim needs to be raised within seven (7) days of the completion of the four week working period.

It is all participants' objective to provide the best customer service to ensure the customer is our 'first choice' in whatever business decisions we make.

The Company recognises that due to the specific nature and demand of certain runs, flexibility needs to exist as to the required starting times in different areas. Arrangements can be made by mutual agreement between the Territory Representative and the respective manager to accommodate these specific circumstances.

13. SUPERANNUATION

The Company guarantees to at least meet the requirements of the Superannuation Guarantee Legislation under The Smith's Snackfood Superannuation Plan.

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14. CAREER STRUCTURE

Skill based structure

A skills development career structure applies. The pre-requisite for promotion through the classifications will be on the basis of an employee reaching the clearly defined competency skills of each level. Following this, actual progression to any vacancy in higher levels will be on the basis of merit.

Territory Representatives commencing with the Company will complete a TRAINEE probationary period of three (3) months during with time basic competencies will be acquired which include:

- i) Selling skills
- ii) Procedures
- iii) Trade Standards
- iv) Administration
- v) Light Truck Licence

If after three (3) months a Territory Representative does not demonstrate sufficient competency to progress to a Level 1, then further training will be provided. If after a further month these competencies are not achieved, then the probationary nature of this period shall apply and the suitability of the individual to the role will be assessed.

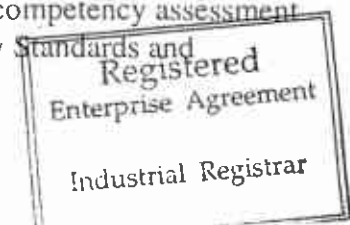
On successful completion of this training period a Territory Representative will increase from a Trainee salary level to Level 1 salary.

Territory Representatives at Level 1 will undergo competency based training and assessment in accordance with The Smith's Snackfood Company Competency Standards and Assessment for Territory Representatives Route System.

On completion of the Final Competency Assessment by the Area Sales Manager confirming that the Territory Representative has achieve competency, i.e. that a person is able to perform a task under specified conditions to precise standards, the Territory Representative will progress to a Level 2 salary.

On successfully being accredited to Level 2, Territory Representatives transfer onto The Smith's Snackfood Company's Managing Performance System. Further salary increases at Level 2 will be based on performance subject to The Smith's Snackfood Company's Managing Performance System.

Selection to the position of Senior Territory Representative is based on position availability and appointment on achieving a successful competency assessment based on The Smith's Snackfood Company Competency Standards and Assessment for Senior Territory Representatives Route

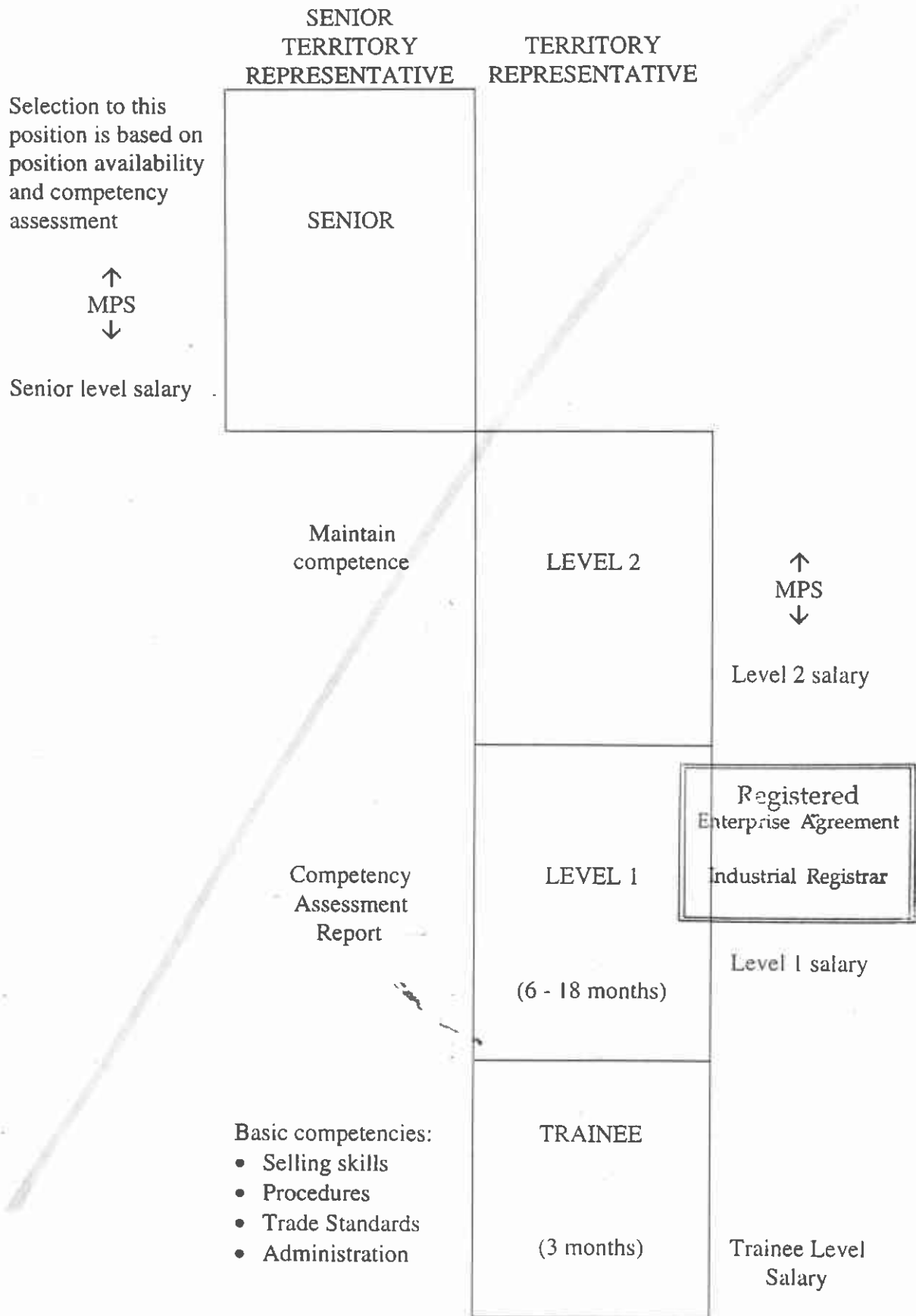


System. The Territory Representative selected to the position of Senior Territory Representative will undergo a training period of three (3) months after which assessment will take place. On successful completion of the final competency assessment the person's salary will increase to Senior Level salary.

Further salary increases at Senior Level will be based on performance and subject to The Smith's Snackfood Company's Managing Performance System.



CAREER PATH



15. THE MANAGING PERFORMANCE SYSTEM - Preamble

The Managing Performance System (MPS) and the Career Management Program are two key initiatives in the Company.

MPS is a tool to help The Smith's Snackfood Company achieve its goals through the better management of people. It is a means of communicating the values and the objectives of the Company to individuals, and aligning their efforts to the overall direction of the organisation.

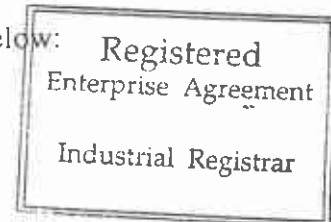
MPS is based on three fundamental factors about people at work. First, people need to have clearly defined goals and standards of performance. Without this, their jobs are ill defined, and their activities are at best, haphazard. Second, people need regular information or 'feedback' on how they are performing against these goals. Only by regular feedback will they know whether they are being effective in their jobs. Third, The Smith's Snackfood Company needs to develop people to have the capacity to grow within the Company, to not only achieve their present goals, but to be able to meet the challenges of the future. These three factors must be present to ensure that people remain motivated and retain a positive attitude towards their work.

MPS is an ongoing 12 month process that involves managers working with team members to:

- a) Jointly set work goals;
- b) agree on how to measure the results;
- c) monitor progress toward goals, and
- d) develop their capacity to achieve goals.

The components of the MPS and timings are outlined below:

1. Planning
2. Mid Year Review
3. End of Year Review



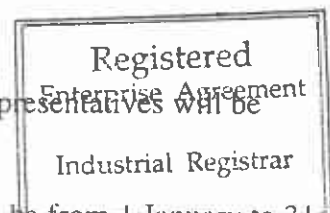
Some key aspects of the Managing Performance System:

1. MPS seeks to reward people for their performance. By placing performance on an objective, measurable basis with the use of work goals, a valid assessment of achievement for the 12 months is possible.
2. The process is based on a mutual, co-operative effort by both manager and team member. To be effective, MPS must involve continuous two-way communication and agreement on standards and performance measurement.
3. The major focus of MPS is that it is not a once-a-year exercise. Continuous two-way feedback on performance against goals must take place if the system is to function effectively. The system must be flexible to account for changing circumstances which lead to agreed alteration of work goals.

Activity	Timing	Output
Review performance, determine Performance Summary, confirm Job Plan for coming year	January	Completed MPS form New Job Plan
Salary Review	March	Reward performance
Mid Year Review	June / July	Performance coaching Confirm Training and Development Plan
Capability Review	July	Project future capability requirements to address business plans, strategies and priorities
Planning for Following Year	October / November	Strategically prepare for the next year Begin to focus individual employees on strategies for the following year

16. SALARY REVIEW

Level 2 Territory Representatives and Senior Territory Representatives will be subject to annual salary reviews.



Salaries will be reviewed annually. The review period will be from 1 January to 31 December of each year. Any salary increases will be subject to a satisfactory level of performance and effective from 1 March following the review period.

Level 2 Territory Representative and Senior Territory Representative salaries will be reviewed in light of the achievement of agreed performance criteria as detailed within The Smith's Snackfood Company's Managing Performance System.

You will agree to complete all documents and questionnaires, attend all performance interviews and participate in an honest assessment in respect to performance.

17. METHOD OF PAYMENT

Salaries shall be paid by Electronic Funds Transfer (EFT) into a bank or building society account nominated by the Territory Representative.

Payment arrangements for current Territory Representatives will be maintained as they exist at the date of certification of this Agreement.

All new Territory Representatives engaged after the date of certification of this Agreement shall be paid four-weekly, thirteen (13) times a year, two (2) weeks in arrears and two (2) weeks in advance.

In cases of hardship, a Territory 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 that a return to payment of wage in accordance with the above shall occur when the hardship ends.

18. ANNUAL LEAVE

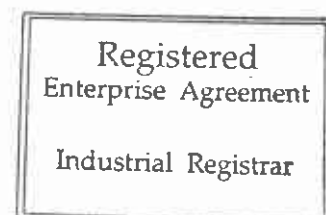
- a) Annual Leave shall be granted and taken in accordance with the provisions of the New South Wales Annual Holiday Act and the subsequent provisions of this clause.

Relief work will be planned and scheduled throughout the year.

- b) Due to the nature of our business, the peak trading periods are November, December and Easter. As such, annual leave will not be scheduled during these two periods. Should special circumstances arise on either party's behalf, the issue is to be handled based on the merits of the circumstances and subject to the approval of the Area Sales Manager.
- c) It is agreed that annual leave entitlements are to be given and taken within six (6) months of the date upon which the leave is accrued.
- d) Annual leave loading will be paid as the equivalent of one (1) week's salary and will be on a pro-rata basis for periods of leave less than 4 weeks
- e) If necessary, the matter may be referred to the Dispute Resolution process at Clause 28.

19. LONG SERVICE LEAVE

See Long Service Leave Act 1955.



20. SICK LEAVE

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

Where a Territory Representative is absent through illness for a period of two (2) or more consecutive working days, they must give a medical certificate to their Area Sales Manager. Save for two (2) occurrences per year of absences through illness for a period of two (2) or more consecutive working days where a Statutory Declaration will suffice.

The Territory Representative must advise their supervisor and/or manager of their inability to attend work as soon as possible.

In the event that any special circumstances may arise for additional leave, approval by the Company will be at the discretion of management.

The provisions of this clause do not apply to casual Territory Representatives nor to Territory Representatives absent due to Workers' Compensation injury or accident.

Accrued sick leave shall not be paid out upon resignation or termination.

21. PUBLIC HOLIDAYS

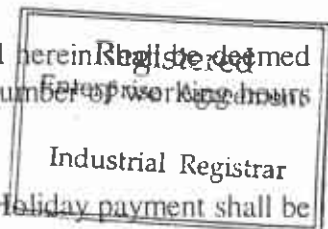
The days observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and all days proclaimed as public holidays for the State shall be holidays; provided that any day proclaimed as a holiday for the State for a special purpose but observed throughout the State on different days also shall be a holiday. An additional day (Picnic Day) will be available to each Territory Representative. This day is to be taken on a mutually agreed day. Should the need arise to work on a Public Holiday that shall be voluntary or mutual agreement shall be made.

Every Territory Representative allowed a holiday specified herein shall be deemed to have worked in the week in which the holiday falls the number of working hours that he would have worked had the day not been a holiday.

Should the Company require work to be done on a Public Holiday payment shall be at:

- a) the rate of double time and a half for the hours worked for the minimum of 4 hours; or
- b) where mutually agreed the Territory Representative may take a day off in lieu at ordinary time.

Where the Territory Representative requests to work on a Public Holiday and it is mutually agreed, an agreed day off in lieu will be given at ordinary time.



A Territory Representative absent without leave on the day before or the day after any award holiday shall be liable to forfeit wages for the day of absence as well as for the holiday, except where an employer is satisfied that the Territory Representative's absence was without reasonable cause, in which case wages shall not be forfeited for the holiday; provided that an employee absent on one day only, either before or after a group of holidays, shall forfeit wages only for one holiday as well as for the period of absence.

22. OTHER LEAVE

a) Compassionate Leave

A reasonable period of paid leave may be granted to Territory Representatives who suffer family bereavement, in accordance with the severity of their loss and the circumstances surrounding each case.

b) Defence Forces Leave

Ten (10) working days leave will be granted each year to Territory Representatives who are members of the voluntary defence forces to attend annual Reserve Force training.

c) Jury Service

Subject to production of satisfactory evidence, leave will be granted as necessary on the basis that the Company will make up the difference between the Territory Representative's normal salary and the fees received from the court authority. Territory Representatives are expected to return to work as soon as possible after discharge from jury service and where practical, during those periods when not required to serve as a Juror.

d) Carers Leave

The purpose of Carers Leave is to support employees in the caring for a member of the employee's immediate family or household who is ill and requires care.

i) Eligibility

Full-time and part-time employees except those covered by the terms of an industrial award/agreement which contains a provision for carer's leave.

ii) Definitions

Immediate Family includes:

- a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee.



- b) a child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- c) a same sex partner who lives with the employee as a de facto partner of that employee on a bona fide domestic basis.

Household includes a relative of the employee who is a member of the same household where household is defined as a family group living in the same domestic dwelling.

iii) Entitlement

Use of sick leave

An eligible employee shall be entitled to use any accrued sick leave entitlement for absences to provide care and support for such persons when they are ill.

Use of unpaid leave for family purposes

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support for a person as defined in d ii) above who is ill.

Use of Annual Leave

An employee may elect, with the consent of the employer, subject to the Annual Holidays Act, 1944, to take annual leave not exceeding five days in single day periods, in any calendar year at a time or times agreed by the employee and employer.

Leave loading provisions as set out in Annual Leave & Annual Leave Loading Policy (No. 6.01) shall remain unchanged.

iv) Administration

Authorities

The employee's supervisor/manager is authorised to approve applications for carer's leave in accordance with this policy for employees under his/her direction.



Procedures

An employee shall be required to establish, by production of a medical certificate, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an employee must not take carer's leave where another person has taken leave to care for the same person.

An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

The employee's should submit a completed "Leave Application" form in accordance with the above, to their Supervisor/Manager, with appropriate certificates attached, for approval before forwarding to the Payroll Department for processing.

e) Examination Leave

Leave with pay to attend examination or an approved study course in working hours will be granted on the following basis.

Where the examination occurs:

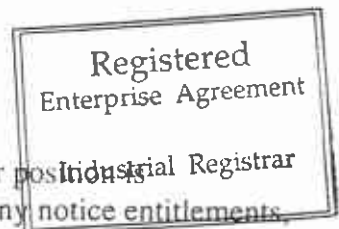
- i) in the morning, an employee will be required to return to work in the afternoon of that day;
- ii) in the afternoon, the morning of that day will also be allowed as time off;
- iii) in the evening, the afternoon (ie, from 2.00pm to 5.00pm) will be allowed as time off;
- iv) on a weekend, no time off will be allowed for time spent sitting for the examination.

Study leave prior to examinations will not be granted. However, with the approval of the Area Sales Manager concerned, an employee may use accrued annual leave for this purpose. This Examination Leave forms part of the Education Assistance Policy No. 4.02 a copy of which can be obtained from your Area Sales Manager.

23. REDUNDANCY

In the event that your employment is terminated because your position is redundant, a severance payment will be made in addition to any notice entitlements and statutory entitlements in accordance with the Company's redundancy practice:

- a) 4 weeks' salary for each completed year of service or part thereof.
- b) Total of all redundancy payments and payments in lieu of notice to be capped at 78 weeks.
- c) Outplacement assistance.
- d) Notice Period is 4 weeks' or 5 weeks' if over the age of 45.



24. SAFETY AND ENVIRONMENT

A continuing high safety and environmental standard will be maintained in all areas of the Company's operations.

In support of this, safety standards are to be maintained and continually improved. At times, this will require all Territory Representatives to:

- a) Set up and maintain housekeeping so that operations areas and vehicles are maintained in a clean and safe condition as a part of normal duties.
- b) Participate in safety and housekeeping audits including follow up of 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.
- f) Participate in hazard and accident/incident investigation.

25. CLOTHING ISSUE

The Company may from time to time issue clothing to Territory Representatives employed under the terms of this Agreement.

All clothing issued to Territory Representatives by the Company shall remain the property of the Company and any Territory Representative who loses, destroys or damages the same through his or her negligence shall be liable to the Company for the costs of replacement.

The Company may nominate a clothing code specifying the type of issued clothing to be worn by Territory Representatives engaged under the terms of this Agreement and a general standard for clothing which must be adhered to by all Territory Representatives engaged under the terms of this Agreement.

26. RESOLUTION OF DISPUTES

- a) Commitment

It is the belief of the parties that prompt adjustment of problems is necessary to ensure that satisfactory relations continue. Territory Representatives are encouraged, without fear of retaliation, to use this procedure in order to resolve problems as most problems can be solved at the front-line supervisory level.



b) Procedure

Step One:

Any dispute shall be referred by the Territory Representative to the Territory Representative's Area Sales Manager. The Manager will give the Territory Representative a response within 24 hours of the grievance being raised.

Step Two:

If unable to be resolved, the matter should be referred by the Area Sales Manager or the Territory Representative to the Sales Manager.

Step Three:

If the outcome of Step Two is unsatisfactory or not resolved then the matter may be referred to the Consultative Committee.

Step Four:

If the matter is still unable to be resolved, the State Sales Manager and the Union are likely to become involved. A response in Steps 2 and 3 will be given within 48 hours of the issue being referred.

Step Five:

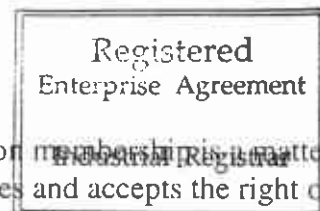
If the matter cannot be resolved, even with the involvement of the Consultative Committee and appropriate Union Official, it shall be referred to the NSW Industrial Relations Commission.

At any time, a Territory Representative may choose to involve a Union Representative. The Company may determine its representation from time to time, as appropriate.

All parties recognise and agree work will continue normally at pre dispute conditions whilst this process is utilised to address and solve all matters in dispute.

27. UNION MATTERS

a) Freedom of Choice - Non Discrimination



The Company has long held the view that Union membership is a matter of individual free choice. The Company recognises and accepts the right of Territory Representatives to belong or not to belong to an accredited Trade Union. Therefore, membership should be entirely a matter of voluntary choice and a Territory Representative should not be discriminated against, victimised or pressured in any way from exercising this choice.

In addition, 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 and irrespective of whether or not a Territory Representative is a member of a Trade Union.

b) Union Representative

The Company recognises that a representative of the Union shall be involved in the Consultative Arrangement and the names of Union Representatives shall be advised to the Company, as appropriate.

c) New Territory Representatives

The Company will advise the Union Representative of any new Territory Representative.

d) Deduction of Union Dues

The Company agrees to 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.

e) A noticeboard shall be available for union representatives to display union notices.

28. CONSULTATION

a) The parties recognise the need for regular consultation. A Consultative Committee will be established with the aim of communicating and working together to increase job security, satisfaction, training opportunities and access to higher paid jobs through the career path. The Consultative Committee is not a decision-making body.

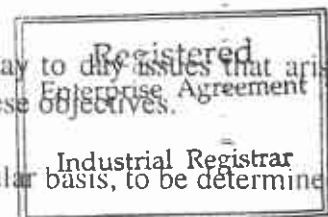
b) Matters relating to significant changes in operational requirements shall be considered by the parties by way of consultation. If, as a result of this consultation, a change to this Agreement is necessary or changes to work operations are required, the parties will co-operate to implement such changes.

c) The parties are also committed to discuss the day to day issues that arise and to exchange information in order to meet these objectives.

d) The Consultative Committee will meet on a regular basis, to be determined by the Committee or as the need arises.

e) The Committee shall consist of appropriate representatives of the Territory Representatives, *the Union*, and of management.

f) If the matter cannot be resolved by consultation, it should be referred to Steps 4 & 5 and the last two paragraphs of the Resolution of Disputes clause.



- g) The Consultative Committee will be given appropriate training to enable it to carry out its duties.

29. REVIEW OF AGREEMENT

The Company is committed to maintaining stable and mutually beneficial relations with all of its employees. Our objectives involve outcomes that are in the long term interests of both the Company and our employees. The Company agrees to commence negotiation of a new agreement three (3) months before the expiry of this Agreement. The terms of this Agreement will continue until the new terms have been agreed to by the parties.



APPENDIX A

Territory Representatives K. Lowe, P. Baran and N. Blaslov will maintain their RDOs which are due to historical reasons and past commitments made by the Company.

