

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA05/321

TITLE: **Snow Confectionery Pty Ltd Certified Agreement 2005 - 2006**

I.R.C. NO: IRC5/5562

DATE APPROVED/COMMENCEMENT: 14 November 2005 / 14 November 2005

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**NEW AGREEMENT OR
VARIATION:** Replaces EA05/29.

GAZETTAL REFERENCE: 23 December 2005

DATE TERMINATED:

NUMBER OF PAGES: 34

COVERAGE/DESCRIPTION OF

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

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

SNOW CONFECTIONERY

PTY LTD

Certified Agreement

2005 – 2006

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1. TITLE

This agreement shall be known as the Snow Confectionery Pty Ltd Certified Agreement, 2005 - 2006.

2. SCOPE APPLICATION AND PARTIES BOUND

2.A APPLICATION

This Agreement shall apply at Snow Confectionery Pty Ltd, 34 Davis Road, Wetherill Park 2164 and to all employees who are bound by the terms and conditions of the Confectioner's (State) Award.

2.B PARTIES BOUND

This Agreement shall be binding on Snow Confectionery Pty Limited and the AMWU as set out below and all employees whether members of the Union or not who are employed pursuant to the terms and conditions of the Confectioner's (State) Award.

- (i) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU) (Confectionery Employees)

2.C DURATION OF THE AGREEMENT

This Agreement shall operate from the date of approval and remain in force until 31st December 2006. This agreement shall be approved by the Industrial Relations Commission of New South Wales.

2.D RENEGOTIATION

The employer and the unions agree to commence negotiations for a replacement agreement no later than 4 months prior to the expiry of this agreement.

(i) Commitment to Collective Bargaining

The employer and the unions agree that they shall bargain collectively in relation to any matter, whether arising from this agreement or not, and in relation to the renewal, extension, variation or renegotiation of this agreement.

2.E RELATIONSHIP TO PARENT AWARDS

- (i) This Agreement shall be read wholly in conjunction with the Confectioner's State Award. Where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of any inconsistency.
- (ii) Existing over award payments and conditions of employment shall continue to apply as if they were a term of this agreement except where the expressly

stipulated terms of this Agreement provide otherwise.

- (iii) An employee commencing his or her employment with the employer after the date on which this Agreement comes into operation shall be employed in accordance with the terms of the Agreement.
- (iv) The employer and the Unions agree that no employee, including apprentices and trainees, shall be employed other than under the terms of this Agreement. To avoid doubt, this means that no employee shall be offered an Australian Workplace Agreement during the life of this Agreement.

2.F NO EXTRA CLAIMS

It is a term of this Agreement that the parties bound by the Agreement shall not pursue any extra claims for the life of the Agreement.

3. OBJECTIVES OF THE AGREEMENT

- (i) To enable Snow Confectionery Pty Ltd to better compete in the Australian market against both locally produced and imported confectionery.
- (ii) To enable Snow Confectionery Pty Ltd to grow their export business.
- (iii) This will be achieved by improvements in quality, delivery performance and improved productive performance.
- (iv) To develop the skills of all Snow Confectionery Pty Ltd employees through the provision of structured training and career path opportunities where available.
- (v) To further develop the human relations environment for employees of Snow Confectionery Pty Ltd.

4. EMPLOYMENT SECURITY

Snow Confectionery Pty Ltd shall take steps to ensure that the enterprise has the benefit of a stable and committed workforce.

Such steps shall include:

- i. Measures to increase the security of employment;
- ii. Maintaining a direct employee/employer relationship with employees;
- iii. Increased investment in the productive capacity of the enterprise;
- iv. Minimising the likelihood of redundancies for the life of this agreement;
- v. Measures aimed at ensuring that new employees are recruited with the aim of reducing the level of unemployment in the occupations, trades, industries or callings specified in the Awards;

5. CONTINUOUS IMPROVEMENT

Continuous improvement in all areas is critical to the success of the site. The parties have an ongoing commitment to continuous improvement.

Continuous improvement will be promoted as a means of improvements to quality, safety and the factory's productive performance.

6. COMPANY KEY PERFORMANCE AREAS/INDICATORS

Employees agree to support, co-operate and assist in practical ways the Company to achieve best practice and performance improvement in the following keys areas:

- Quality
- Customer Satisfaction
- Productivity
- Waste Reduction
- Compliance with standards required by regulatory bodies and other areas that may from time to time be agreed by the parties to require improvement.

To achieve this, discussions will occur through the Site Consultative Procedures and information such as performance benchmarks and agreed improvement targets will be prepared quarterly to be distributed to all employees.

7. CONTRACT OF EMPLOYMENT

7.A As per the Confectioner's State Award.

7.B CONFECTIONERS - DEFINITIONS OF EMPLOYMENT

- (i) Weekly Employment - Employees will be directly employed by Snow Confectionery Pty Ltd. Employment shall be by the week. Any employee other than those engaged as casuals shall be deemed to be employed by the week.
- (ii) Casual Employment - Casuals will be employed directly by Snow Confectionery Pty Ltd. Casual employment will not be used by the company to erode full time permanent positions and job security. A casual employee is an employee engaged and paid as a casual and who is employed to perform work that is not of a long term continuous nature
 - A casual will be paid the site rate for the classification under which they are employed plus the casual loading contained in the State Awards (currently 15% and 1/12 annual leave).
 - Casual employees shall be offered a minimum of 4 hours work on any day.
 - The casual rate plus the appropriate shift allowance shall apply if employed on shift work.

- Casual Employees are not entitled to sick leave and public holidays.
- Annual Leave will be paid in accordance with the Annual Leave Act.

Long Service Leave is in accordance with the New South Wales Long Service Leave Act.

7.C CONTRACT LABOUR/SUPPLEMENTARY LABOUR

- (i) The Employer and the Union confirm their commitment to permanent direct employment. The parties agree that contract labour shall only be used for special project work/installations.
- (ii) The parties to this agreement confirm their commitment to permanent employment and agree to the following criteria regarding the engagement of contract labour:
 - (a) The company shall only engage contract employees by agreement with the Automotive, Food, Metals, Printing & Kindred Industries Union following consultation.
 - (b) All contract labour shall be covered by certified agreement to which the Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union is a party.
 - (c) All contract labour shall be paid no less than the ordinary rate of pay equivalent classification plus appropriate loadings.

7.D TERMINATION OF EMPLOYMENT

Termination of employment shall be in accordance with the Confectioner's State Award.

7.E ROSTERED DAYS OFF

Permanent employees are entitled to one RDO per month. Some banking of RDO's may occur during peak production periods by mutual agreement. However, the parties agree to limit the number of RDO's banked to 5 days. Employees who have accumulated 5 RDO's may be required to take an RDO before the next RDO has accrued. A minimum of two weeks notice will be provided.

7.F FACILITIES

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

aid. The current First Aid coverage will be maintained as a minimum 3 on day shift and 2 on afternoon shift.

7.G PAYROLL DEDUCTIONS

The company agrees to deduct union fees for members of the Australian Manufacturing Worker's Union.

7.H HOURS OF WORK

The ordinary hours of day workers shall be an average of 38 hours per week in accordance with the award as follows:

- (a) Thirty Eight Hours per week (between Monday – Friday inclusive).
- (b) Commencement and conclusion times in Manufacturing shall be worked in accordance with the award within the span of hours as follows:

Day Work – work between the hours of 6:00am and 6:00pm

Afternoon Shift – is a shift finishing after 6:00pm but not later than 12 midnight

- (c) Start and Finish Times

- (i) Start Time – employees should be ready to start work at their workstation at the shift start time

- (ii) Finish Time

- 1 Employees may leave their work station five minutes before the end of their shift
 - 2 Employees working in area defined as requiring extra wash up time may leave their workstation 10 minutes before end of shift
 - 3 Employees will bundy off at their shift finish time.

Note: It is not the company's intention to dock the pay of employees who are late for a genuine reason.

7.I OVERTIME

Snow Confectionery Pty Ltd will use their best endeavours to ensure that employees do not work unreasonable amount of overtime and that overtime on the site is allocated on a fair and equitable basis.

Snow Confectionery Pty Ltd may require an employee to work reasonable overtime at overtime rates.

An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

For the purposes of this clause what is unreasonable or otherwise will be determined having regard to:

- any risk to employee health and safety;
- the employee's personal circumstances including any family and carer responsibilities;
- the needs of the workplace or enterprise;
- the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- any other relevant matter.

7.J SUPERANNUATION AND SALARY SACRIFICE

- (i) The company shall make on behalf of each employee, contributions in accordance with the Superannuation Guarantee Act. Current rate SGC = 9% of ordinary time earnings.

Employee Contributions

Employees who may wish to make contributions to a Fund additional to those being paid by the Employer shall be entitled to authorise the employer to pay into the Fund from the employee's wage, amounts specified by the employee.

- (ii) An employee may request their rate of pay to be reduced by the amount which they elect in writing to sacrifice each pay period. This will enable the company to make Superannuation contribution equal to this amount for the benefit of the employee to the fund. This reduction in pay for Superannuation purposes will be known as a "salary sacrifice" arrangement. This contribution will be treated as an employer contribution and taxed accordingly.
- (iii) Employee may review their salary sacrifice arrangements as required. The company recommends employees seek independent financial advice before making a decision to make Superannuation by salary sacrifice.
- (iv) For all payments of annual leave, annual leave loading, long service leave and other paid leave, overtime, termination and redundancy payments the pre-salary sacrifice rate of pay shall apply.
- (v) On a monthly basis the employer, employee and salary sacrifice contributions will be forwarded to one of three complying superannuation funds. Contributions will be made in accordance with existing arrangements or be made to either of the two additional funds that will be agreed between the parties to this Agreement.

To facilitate the implementation of this clause information and presentations from superannuation funds will be made available to employees to ensure employees make informed decisions regarding their superannuation arrangements.

- (vi) The company agrees to maintain payments for superannuation at pre-injury

levels whilst the employee is in receipt of worker's compensation payments.

8. CONSULTATIVE ARRANGEMENTS

(i) Consultative Procedures

The parties to this Agreement recognise the value of consultation as a fundamental means of communication and decision making. To be effective, consultation must occur between the industrial parties (union and management), between management, employees and their representatives.

The parties recognise that there are advantages in involving site delegates in the site consultative procedures.

The development of effective participative/consultative practices is important in the process of change and will lead to advantages for both the company and employees. It is therefore agreed that participative/consultative arrangements will be applied at Snow Confectionery Pty Ltd.

Provision will also be made for the delegates to hold paid meetings on company premises during working hours. The meeting will be convened on an "as needs" basis with a minimum of 7 days notice. The meeting will be in two parts, with the second part of the meeting attended by management representatives.

Officials of the Union are invited to attend committee meetings.

(ii) Meeting Agenda

The agenda is to be prepared and distributed at least for (5) working days prior to meetings. Any member may submit agenda items.

(iii) Functions

The Delegates may discuss measures including:

- Future plans including product development
- Introduction of major capital works
- Introduction of new technology, machines, associated layout, training, job numbers and skill requirements
- Training and improvements to system of training
- Managements practices and organisational change
- Industrial issues and industrial disputes, provided that the industrial disputes should be addressed via the first step and second step of the Disputes Settlement Procedure prior to being discussed in this forum
- Occupational Health and Safety Issues. Whilst not distracting from the functions of the OH&S Committee, the Delegates Committee may discuss current OH&S issues.

If an issue has not been before the Committee it will be referred back to an OH&S committee member.

- Any other matter raised by union or management which may impact on the union membership.

The parties agree to work co-operatively to assist in the introduction of change to:

- Improve job security and career opportunities for employees
- Assist in identifying training opportunities and developing training plans
- Improve the communication, consultative and decision making process within the workplace
- Increase productivity, quality, efficiency and hygiene
- Reduce waste costs
- Increase competitiveness of manufacturing
- Improve working conditions, amenities and environment

(iv) In the specific area of employee development.

The AMWU will work with the company in the development of a competency based training program designed to meet the company's predicted and planned training needs for employees covered by this Agreement. The requirements of the training plans shall be a guiding determinant of a number of employees undertaking training. The company's objective is that all skills acquired, wherever possible, will be accredited and transferable.

The parties will monitor the implementation of the plan including the application and selection process and will administer the appeals mechanism to deal with issues arising out of the training process.

The Delegates will be involved in reviews of training plans.

(v) Minutes

Minutes will be circulated to attendees for verification prior to being posted on notice boards. Every effort shall be made to have the minutes publicised within five (5) working days of the meeting and a copy of the minutes will be sent the AMWU Branch office. The minutes shall include:

- Attendees at the meeting
- Summary of the issues
- Recommendations, time frames and who is responsible for follow up
- Time frame for consideration of deferred items

(vi) Preparation and Report Back

Delegates should have adequate time and access to their membership:

- Prior to meetings to prepare their response and input
- Following meetings, to report back to members when necessary on issues discussed, or to report back to union Organisers
- To attend to other committee business
- Delegates will have reasonable access to telephone, fax, photocopier, pigeonhole, and lockable filing cabinets to enable the committee to securely keep records
- Union representatives have the right of access to a reasonable amount of information and documents held by management relevant to issues being considered by the Committee.

9. INTRODUCTION OF CHANGE; DISCUSSIONS BEFORE REDUNDANCY; REDUNDANCY PROVISIONS

9.A INTRODUCTION OF CHANGE

(i) Employer's duty to notify

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

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

(ii) Employer's duty to discuss change.

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

The discussions with employees affected and their union shall commence as early as practicable.

For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their union, all relevant information about the changes

including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

The employer shall provide necessary information in languages other than English for employees of non-English speaking background when requested by employees.

Redundancy Definitions

A job becomes redundant when the employer no longer requires to have it performed by anybody.

Redundancy situations may be caused by technological change, company merger, takeover or reconstruction of the business, or economic recession.

Redundancy includes the termination of an employee as a result of those situations. Redundancy does not include resignation, termination of employment for misconduct or unsatisfactory performance.

9.B DISCUSSIONS BEFORE REDUNDANCIES

The company shall endeavour to minimise the likelihood of redundancy during the life of this agreement. However, should redundancies become necessary following the discussions in accordance with Clause 9(i) of this agreement, discussions shall take place in accordance with the award and this EBA, as soon as is practicable after the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone.

For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and the union all relevant information about the proposed terminations, the reason for the proposed terminations, the number and categories of employees likely to be effected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. The discussions will address measures to avert or mitigate the adverse effects of redundancy and the employer will give prompt consideration to matters raised by the employee, delegates and their union. Redundancy to the extent practicable, will be on a voluntary basis.

Any disputes arising from the implementation of this clause or a Redundancy programme will be resolved in accordance with Clause 17 , Dispute Settlement Procedures of this Agreement.

9.C REDUNDANCY PAYMENTS AND BENEFITS

(i) Severance and Redundancy Payment

Each employee made redundant will receive four (4) weeks payment at the current rate. This provision only applies to those employees with twelve (12) months continuous service with the employer.

(ii) Period of Notice

Each employee with at least three (3) months continuous service (excluding casual employees) will receive four (4) weeks notice of redundancy. Employees over the age of 45 will be entitled to one additional week of notice.

The Company may elect not to give an employee notice of termination and pay in lieu of notice instead.

(iii) Service Payments

Redundant employees with one (1) or more year of continuous service shall receive four (4) weeks payment for each year of service up to a maximum of 72 weeks. This payment will be made on a pro-rata basis for part year's service based on completed months of service.

(iv) Sick Leave

An employee's sick leave balance will be paid out at the ordinary rate of pay (excluding shift loading).

(v) Pro-rata Long Service Leave

Consistent with the New South Wales Long Service Leave Act, pro-rata Long Service Leave payments shall apply to employees with five (5) years or more service, based on completed months of service.

(vi) Annual Leave/Annual Leave Loading

All annual leave entitlements will be paid out together with annual leave loading. Pro-rata annual leave will be calculated for the final year of service.

(vii) Superannuation

The terms and conditions of the relevant Superannuation Trust Deed will be observed in all respects.

The Company will provide details of their obligations under the relevant Superannuation.

The Company undertakes not to offset any of the redundancy payments received by employees against final superannuation benefits received.

(viii) Other Benefits Of Redundancy

An employee becoming redundant in accordance with this agreement shall, during their period of notice, be given reasonable time of without loss of pay to attend job interviews provided it is established to the satisfaction of the employer that the application for time off is genuine, prior notice is given and the time is mutually agreed.

(ix) Alternative Employment

Employees will be provided with reasonable paid time off for the purpose of

attending interviews or other legitimate job search activities. Subject to substantiation of interview attendance, this may be up to eight (8) hours per week.

In addition, the Company will provide all reasonable advice, guidance and assistance to employees facing retrenchment to ensure they are able to maximise opportunities available to them. Counselling on job search techniques, resume preparation and interview skills will also be provided by a recognised external, professional provider.

A Certificate of Service will be provided to each employee on the day of termination stating the employee's length of service, most recent position in the company and reason for termination.

(x) Financial Planning Services

The Company recognises that superannuation and termination payments, taxation considerations, etc. are governed by complex legislation. The company will arrange for a Financial Planning Seminar to be conducted by agreed financial consultants.

Attendance at these seminars is voluntary and at no cost to employees. Apart from covering the subjects listed above in more detail, the financial counsellors will also assist employees with the necessary paperwork if they wish to roll-over their benefits.

(xi) Centerlink Information

The Company will arrange for representatives of this department to provide on-site seminars and a follow-up service for relevant employees.

(xii) Transfers and Reclassifications

Where an alternative position exists within the site which is within the same field of work and at the same or higher rate of pay and similar conditions of employment, the positions shall be offered to relevant employees who have not indicated a preference in separating from the Company.

Where an alternative position exists within the site for which no employees of similar skills applies, the Company shall offer employment to employees within the same field of work and provide the necessary training to enable the work to be undertaken in a safe manner.

Where an employee elects to transfer into an alternative position on site, any option of retrenchment which has been provided in writing to an employee will remain open for a period of three (3) months, provided that the company will be deemed to have met all commitments in respect to notification and consultation under this agreement.

10. TRANSMISSION OF BUSINESS & EMPLOYEE ENTITLEMENTS

- (i) In the event of a Transmission of Business the provisions of Corporations Law and the New South Wales Industrial Relations Act will bind the new owner as appropriate.

- (ii) Further it is agreed that in the event that a transmission of business is to occur in order to protect employees accrued entitlements in the event of the transmittee being declared bankrupt or going into liquidation or voluntary administration, that the transmitter will pay employees accrued entitlements into the agreed fund between the AMWU and Snow Confectionery Pty Ltd which is National Entitlement Security Trust (N.E.S.T.).
- (iii) The accrued entitlements will be calculated to the date on which the transmission of business will occur. Entitlements will be calculated in accordance with this agreement.
- (iv) The accrued entitlements to be paid into the agreed fund will be:
- Long Service Leave
 - Severance/Redundancy Pay
 - Annual Leave (plus annual leave loading where applicable)
 - Sick Leave
- (v) Further, the parties agree that in the event of a transmission of business, the parties will meet before the transmission takes effect to monitor the implementation of this sub clause and the company further agrees that any information relating to the financial viability of the company will be tabled at the meeting.

11. WAGE RATES CLASSIFICATION STRUCTURE AND TRAINING

11.A CLASSIFICATION LEVELS & WAGE RATES FOR CONFECTIONERY EMPLOYEES

Level	% Relativity	Equivalent Classification	Weekly Wages 1.1.05	Hourly Rate 1.1.05	Weekly Wages 1.1.06	Hourly Rate 1.1.06
5	76%	Trainee Entry Level	509.12	13.3979	532.03	14.0008
4	79%	Unskilled Employee	527.77	13.8887	551.52	14.5137
3	82%	Semi-skilled Employee	546.45	14.3803	571.04	15.0274
2	89%	Skilled Employee	590.04	15.5274	616.59	16.2261
1	93%	Multi-skilled Employee	614.99	16.1839	642.66	16.9121

Level 5 – Trainee Entry Level

Relativity 76%

A new employee, i.e., one who is within the first six months of continuous employment undertaking training which may include for example; food hygiene and basic quality control.

Level 4 – Unskilled Employee

Relativity 79%

An employee engaged primarily in manual duties such as packing at the end of a production line or general labouring duties. Although an employee at this level is not required to use the types of machinery set out in Level 3 and above, duties may include the use of simple hand tools (including staple guns, etc.) and equipment which is ancillary to the production process (e.g. case sealing).

Level 3 – Semi-Skilled Employee

Relativity 82%

An employee whose primary function is the operation of semi-automatic or automatic production/packaging machinery. Here the machine operation is generally of a repetitious nature requiring basic machine set up and adjustment, quality control and fault finding.

Level 2 – Skilled Employee

Relativity 89%

An employee at this level uses a high degree of product and process knowledge and has considerable input into the quality of the finished product.

These skills may be used:

- (d) in the operation of machinery which is of a more complex nature than specified at Level 3, requiring fine machine adjustment and the exercise of individual judgement; and/or
- (e) in the manufacture of the product.

The employee operates under routine supervision individually or in a team environment and may have some V.D.U. skills. The employee can be engaged in inventory control recording and fork lift operation. The employee is also able to assist in training.

Level 1 – Multi-Skilled Employee

Relativity 93%

An employee who is capable of performing the tasks within Levels 2, 3 and 4. In addition, because of the skills and experience attained within the plant, is called upon to operate a wide range of tasks and train other employees.

NOTE: It is agreed between the parties that workers should not be placed in a level unless they have the training and experience necessary to perform the full range of functions comprehended by the level and are actually required to perform those functions

DEFINITIONS

In the Confectioner's Award and this Agreement, except where otherwise clearly intended:

- (a) "Operating Machine" shall mean controlling the working action of a machine and accepting responsibility for the observance of the manufacturing specifications of the process. This shall not be taken to mean the sole process of starting or stopping a machine.
- (b) "Assisting with Machine Operation" shall mean assisting with the operation of a machine under the direction of the operator in charge or of the supervisory staff.

- (c) "Setting up Machine" shall mean the carrying out of final machine adjustments and making ready before a machine can be successfully operated.
- (d) "Attending Machine" shall mean the feeding or removal of raw materials or partly manufactured materials to or from the feeding or delivery ends of a machine performed under the direction of a higher group employee or of the supervisory staff.
- (e) "Part-time Employee" shall mean an Employee who is employed or who offers for employment in accordance with the provisions of Clause 5, Part-time Employees, or within the provisions of the *Industrial Relations Act* 1996.
- (f) "Casual Employee" shall mean an employee engaged and paid in accordance with Clause 5, Casual Employees, providing a 20 per cent ratio of casual employees to the total number of employees employed under the award. and this Agreement.

11.B GUIDELINES FOR IMPLEMENTATION OF THE CLASSIFICATION STRUCTURE

During the life of this Agreement, the parties have agreed to discuss the development of a new classification structure.

The parties have agreed to work towards a transition from the levels and percentage relativities contained in the Confectionery Award to a new classification structure that will not be limited to the amount of levels in the award.

The parties have agreed to further address pay relativities and new wage rates in negotiations for a replacement agreement.

The parties to this agreement will meet and agree on a recognised and accredited Industry Body, i.e. the Australian Vocational Learning Institute or MISTAS for the provision of professional assistance to facilitate the implementation of the competency based classification structure and the Food Industry Training Package within 6 months from the approval of this Agreement.

The parties, with the assistance of the agreed Industry Body, will agree on implementation program including but not limited to achievement of the following:

- 1) Discussing workplace competencies and the qualification framework and the Food Industry Training Package.
- 2) Identify site competency from the Food Processing Training Package
- 3) Undertake a task analysis involving input from employees in describing the functions and tasks their jobs involve; the analysis will include company job descriptions; standard operating procedures are considered to determine the skills required of all personnel on site
- 4) Competency matching, the tasks identified are matched against industry standards, specialist enterprise competencies will be developed where they do not otherwise exist
- 5) Employee validation, copies of the competency document are made available to all employees for then validation

- 6) The parties to the agreement will validate the final competency document
- 7) Develop training plan linked to accredited competencies
- 8) The parties to this agreement will develop an agreed transition process to move employees from the award structure into the new competency based classification structure.

11.C TRAINING

The Company agrees to provide paid training leave in accordance with the agreed Site Training Plan.

Training shall be provided by the Company and as required by the agreed training provider. Whilst the company shall make the training available to all employees, it is not compulsory to undertake this training.

Where an employee undertakes this training or any other at the request of the employer such training shall as far as practicable be conducted during the employee's usual working time.

Where it is necessary for the employee to attend training outside of the employee's usual working time the employee shall be paid for such attendance and extra travel time as if the employee had worked.

Fees, materials or any other reasonable costs associated with the training shall be paid by the employer. This shall apply equally to apprentices, trainees, or other similar categories of persons engaged by the employer except where agreement to allow otherwise is reached with the relevant union.

All apprentices and trainees shall continue to receive paid training. Such training shall meet the requirements of the Award and Industry Training Advisory Board, resulting in an accredited national qualification.

12. WAGE AND ALLOWANCE INCREASES

12.A WAGE INCREASE

A wage increase of **4.5%** is payable to all employees (backdated) from 1st January 2005 plus a further **4.5%** increase payable from 1st January 2006.

The wage increase specified in this clause shall be payable in addition to the current agreed rates of pay and allowances at the enterprise and shall be paid for all purposes of the Award. The wage increases provided for in this clause may be varied in accordance with the terms of Section 43 of the Industrial Relations Act 1966 where the Employer and the Union have agreed to increase wage rates as a result of any increases in the CPI, level of executive salaries or other matters which affect an employee's purchasing power, for example the GST.

12.B ALLOWANCE INCREASE

Allowances will be increased yearly in accordance with the 4.5% wage increases and paid in increments with the wage increases. This will apply to the following allowances:

- Supervisor's Allowances
- Depositor Allowance
- Pre Mix Allowance
- First Aid Allowance

12.C FIRSAID ALLOWANCE

In each designated work area there shall be at least one employee paid the appropriate first aid allowance who is trained and qualified to render first aid.

The First Aid allowance will be increased in line with wage increases paid under this Agreement or the Award movements, whichever is the greater.

13. LEAVE PROVISIONS

13.A ANNUAL LEAVE

Annual Leave shall be in accordance with the Annual Leave Act and the Confectioner's State award.

13.B LONG SERVICE LEAVE

Long Service Leave will be in Accordance with the NSW Long Service Leave Act (1955).

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

13.C SICK LEAVE

- a) Any employee who is absent from work on account of illness or injury by accident arising out of and in the course of their employment shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
 - i. The employee shall not be entitled to such leave of absence unless they have been in the service of the employer concerned for at least three months immediately prior to such absence.
 - ii. Subject to the provisions of Section 50 of the *Worker's Compensation Act 1987* they shall not be entitled to such leave of absence for any period in respect of which they are entitled to worker's compensation.

- Employees shall be entitled to 5 days per annum during the first year of the employment and 8 days per annum for the second and subsequent years
- Employees shall within 24 hours of commencing sick leave inform the employer of the inability to attend work and as far as practicable, state the nature of injury or illness and the estimated duration of the absence
- Employees who have taken more than two single sick days in a year must provide the employer with a medical certificate or statutory declaration stating the reason for their inability to attend work on all subsequent single days of absence
- Employees who take two days or more days consecutive sick leave are required to provide a medical certificate on each occasion
- Unused sick leave shall be paid out or accrued in NEST on each employee's anniversary date. Such payment shall be at 7.6 hours for each day, calculated at ordinary rate of pay.

13.D ACCRUAL OF SICK LEAVE ENTITLEMENT IN NATIONAL EMPLOYMENT SECURITY TRUST (NEST)

Employees may elect to have their unused sick leave balance paid into the National Employment Security Trust (NEST).

The payment will be made into the employee's NEST account. The member's balance will accrue interest and be payable when required by the employee.

13.E ATTENDANCE BONUS

Employees in their second and subsequent years of employment will be entitled to an attendance bonus under the following conditions:

- Employees who use up to and including four sick days in a year will be paid the equivalent to two days pay, in addition to the remainder of their sick leave, on their Anniversary date.
- Employees who use five or six sick days in a year will be paid the equivalent to one day's pay in addition to the remainder of their sick leave, on their anniversary date.

13.F PERSONAL CARER'S LEAVE

(a) Use of Sick Leave

- An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (a) (i) (B), who needs the employee's care and support, shall be entitled to use, in accordance with this

subclause, any current or accrued sick leave entitlement, provided for in Clause 13C, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

- (ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, 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 under this subclause where another person has taken leave to care for the same person.

b) the person concerned being:

- (iii) a spouse of the employee; or
- (iv) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (v) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (vi) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (vii) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - "relative" means a person related by blood, marriage or affinity;
 - "affinity" means a relationship that one spouse because of marriage, has to blood relatives of the other; and
 - "household" means a family group living in the same domestic dwelling.
- (viii) 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.

13.G PARENTAL LEAVE

As provided by the NSW Industrial Relations Act 1996 employees are entitled to 52 weeks unpaid parental leave in connection with the birth or Adoption of a child.

Definitions:

Maternity Leave - Maternity Leave is taken by female employees during or after pregnancy. The period of maternity leave available is up to 52 weeks.

Paternity Leave - Paternity Leave is taken by the father or partner. Short Paternity leave is for one week after the child is born or pregnancy is terminated.

Extended Paternity Leave is available when the partner is to be the primary carer of the child or children.

Special Maternity Leave - Special Maternity Leave is taken to recover from a terminated pregnancy when the child is still born or when the mother is ill because of the pregnancy.

Adoption Leave - Adoption leave may be taken by either partner in connection with the adoption of a child under the age of 5 years.

Access to these provisions shall be constant with Part 4, Division 1 Parental Leave in accordance with the NSW Industrial Relations Act 1996.

13.H BEREAVEMENT LEAVE

An employee shall be entitled to a maximum of two (2) days leave without loss of pay on each occasion of the death of a close immediate relative such as spouse, parent, parent-in-law, partner, sibling, child or grandparent.

13.I JURY SERVICE LEAVE

Employees required to attend for jury service during their normal working hours should suffer no loss of pay and shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their absence for such jury service and the amount of wage they would have received in respect of the ordinary hours they would have worked had they not been on jury service. Employees shall notify the Company as soon as possible of the date upon which they are required to attend for jury service. Further, employees shall notify the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service before the Company will make payment.

13.J BLOOD DONORS LEAVE

Employees donating blood shall suffer no loss of pay. The Employer shall make

arrangements to have the Red Cross Donor bus visit the site on a designated day.

14. SITE PROCEDURES

14.A ANTI - DISCRIMINATION

It is the intention of the parties to this Agreement to achieve the principals of the Industrial Relations Act 1996 (the Act) through respecting and valuing the diversity of the workforce and as a result the Company agrees to not discriminate against an employee in his/her employment or terminate the employee's employment for reasons that include the employee's race, colour, sex, sexual preference, age, physical or mental disability, work-related injury, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

14.B EMPLOYMENT PROCEDURES

Snow Confectionery Pty Ltd will abide by the principles and practices that underpin Equal Employment Opportunities (EEO). EEO includes recruitment, promotion and access to training in order to advance an employee's career. We will not discriminate on the basis of ethnicity, age, gender, sexual preference, political or religious beliefs or membership of a union or other organisation.

14.C SITE SAFETY

The parties to this agreement are committed to achieving excellence in Occupational Health and Safety. As part of this commitment Snow Confectionery Pty Ltd will maintain an effective OH&S Committee following legislative requirements.

14.D WOMEN'S PARTICIPATION IN MANUFACTURING

The employer will continue to support and assist women's participation in the manufacturing industry. This shall include the development of site policies and meeting the company's obligations under relevant acts such as the Affirmative Action and Equal Opportunity Act 1986.

14.E OBLIGATIONS OF CORE LABOUR STANDARDS

The Employer will seek formal assurance from its suppliers that materials/products purchased have been manufactured under minimum ILO standards. Should the Employer become aware that a supplier is proven not to conform to this, the company will make arrangements as a matter of priority to source a new supplier that does conform to ILO standards.

15. UNION OFFICIALS AND UNION DELEGATES

- (i) An official or officer of the union/s may enter the employer's establishment during working hours for the purpose of conducting union business and matters incidental to union business. Union officials are to sign in at reception, follow Site OH&S procedures, relevant management will be notified.

Wherever possible, the Union officials or site delegates will advise Snow Confectionery Pty Ltd of on site visits by providing 24 hours notice.

- (ii) The employer shall recognise appointed union delegates in the enterprise upon notification by the union to which the employee belongs. The delegate shall have access to the rights and facilities in the AMWU Union Delegates Charter contained at Clause 16 of this Agreement.

16. DELEGATES CHARTER

The parties recognise the importance that training plays in the development of Union Delegates and the creation of a positive industrial relations climate.

An employee elected as union delegate in the shop or department in which he/she is employed shall upon notification thereof to the Company be recognised as the accredited representative of the Union to which he/she belongs. An accredited union delegate shall be allowed an adequate and private meeting place and the necessary time during working hours to interview the Company or its representative on matters affecting employees whom he/she represents.

An accredited union delegate shall be allowed a reasonable period of time during working hours to interview a duly accredited union official of the union to which he/she belongs on legitimate union business.

Each duly recognised delegate covered by this agreement and nominated by the Union shall be allowed paid leave to attend AMWU conferences, seminars, council meetings and accredited trade union training courses conducted or approved by Trade Union Training Australia Inc. or the union. This leave will be pooled and available on a yearly basis, The leave will be paid by the Company on the basis of up to 2 delegates per shift and a pool of up to 24 days and no loss of normal income, that is, an employee will receive normal pay as per the shift cycle normally worked. The AMWU will provide information on the course content and learning outcomes with the request for paid trade union training leave. The Union undertakes where possible to provide reasonable notice and to take into consideration the needs of the business.

Where the parties agree it is necessary for a delegate to attend on-site meetings outside of their normal working hours, overtime provisions will apply.

Rights and Responsibilities of a Union Delegate

Union delegates will be allowed the necessary time during working hours to carry out the duties as a union delegate. Delegates will notify their supervisor of the requirement to undertake union duties prior to leaving their work area. Approval to leave the work area will not be unreasonably delayed or withheld. Delegates will notify the supervisor of a work area they are entering prior to addressing any union business.

To enable delegates to discharge their duties and responsibilities effectively, a Union Delegate shall have the right to move freely within the workplace for the purpose of consulting members in relation to negotiations with management in any matter affecting the employment of members.

As an accredited AMWU delegate, delegates have the right during normal working hours, to approach or be approached by a member of the union, to discuss and deal with any matters related to the member's employment, to investigate and solve problems and grievances of members, consult employees who are not members of the union and attend delegate's meetings dealing with matters affecting union business.

It is agreed that in carrying out union business, the delegates will have regards to the operating requirements of the company.

To assist Organisers and Union Delegates in communication of issues affecting the site (other an EBA negotiations) up to five paid information sessions per year may be held. Meetings are to be scheduled with a minimum of seven days notice unless otherwise agreed between the parties, meetings would normally not exceed an hour duration.

In addition to the above information sessions, the employer agrees to continue the current practice and protocols of allowing employees to attend Union meetings without loss of pay.

Members of the delegates committee are to have access to a telephone, photocopier, fax machine and a suitable record storage area to enable them to keep records, union circulars and efficiently carry out their union responsibilities.

Union representatives have the right of access to a reasonable amount of information and documents held by management relevant to issues being considered by the Committee.

The Company shall provide notice boards of reasonable dimensions to be erected in prominent positions in the establishment upon which accredited union representatives shall be permitted to post formal union notices and information.

17. DISPUTE AVOIDANCE & SETTLEMENT PROCEDURE

The following procedure for the avoidance or resolution of disputes shall apply. The mechanism and procedures for resolving industrial disputes will include, but not be limited to the following:

- (i) The employee/s concerned will first discuss and attempt to resolve their concern with their immediate supervisor.
- (ii) If the matter is not resolved a further discussion will be arranged between the employee, delegate and supervisor.
- (iii) If the matter is not resolved through those discussions, the parties will arrange a meeting involving more senior management, Human Resources Production Managers and the relevant union official.

- (iv) If the matter is not resolved at such a meeting the parties may refer the matter to a more senior level of management and a more senior union official. In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter, the parties may jointly or individually refer the matter to the New South Wales Industrial Relations Commission for assistance in resolving the matter.
- (v) During the discussions, the "status quo" shall remain and work shall proceed normally in accordance established custom and practice. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

17.B In order to facilitate the procedure in 17(A)

- i. The parties agree that a question, dispute or difficulty should initially be dealt with as close to its source as possible with graduated steps for further discussions and resolution at higher levels of authority**
- ii. The party with the grievance must notify the other party at the earliest opportunity of the problem;
- iii. Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;
- iv. Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties shall at all times, confer in good faith and without undue delay
- v. Employee/s may seek advice from the Union delegate in relation to any grievance.
- vi. Employee/s should notify their immediate supervisor should they need to leave the line to discuss any issue with the delegate
- vii. Information regarding copies of this Agreement, the Confectioner's Award and Site Procedures may be obtained from the HR Department.

17.C Whilst the parties are attempting to resolve the matter through conciliation the parties will continue to work in accordance with Clause 19a (v-), this Agreement and established custom and practice, unless the employee has reasonable concern about an imminent risk to their health and safety. Subject to the relevant provision of the State Occupational Health and Safety Laws, if the employee has a reasonable concern about the imminent risk to their safety, the employee must not unreasonably fail to comply with a direction by the company to perform other available work that is safe and appropriate for the employee to perform.

17.D Conciliation regarding disputes and potential disputes arising out of the operation of this clause will be dealt with by the New South Wales Industrial Relations Commission or as otherwise agreed between the parties.

17.E Time spent by delegates attending hearings in the Industrial Relations Commission will be treated as time worked.

18. DISCIPLINARY PROCEDURE

PROPOSED PROCEDURE FOR DISCUSSION & CONSIDERATION

18.A GENERAL POLICY

- (i) The disciplinary procedure is directed towards correcting and/or improving an employee's conduct on occasions when that conduct is contrary to Company rules and requirements. The disciplinary procedure, in the majority of situations, shall be used to assist an employee to understand and accept the Company rules and requirements. The procedure is designed to correct and/or improve employee behaviour to achieve a high quality, safe and efficient work environment.
- (ii) (b) The Company disciplinary procedure consists of the following stages:
 - Counselling: Informal
 Formal
 - Warnings: 1st written
 2nd written
 Final written
 - Dismissal
- (iii) Investigation, interview and dispute resolution procedures.

18.B APPLICATION

The disciplinary procedure should be applied:

Promptly - with a minimum of delay

Consistently - regardless of who is involved

Objectively - focusing on the behaviour, not the employee

The circumstances surrounding an employee's actions and the seriousness of these actions will be considered in determining which level of the disciplinary procedure is appropriate, therefore this procedure may or may not be applied sequentially.

The level of discipline appropriate in any particular situation will depend upon a number of factors including the seriousness of the conduct concerned, the circumstance under which the conduct occurs and any counseling/warnings which are currently effective and relevant.

Warnings will be considered to have lapsed after 6 months for steps 1, 2, 3 and after one year for step 4.

18.C PROCEDURAL FAIRNESS

Throughout the application of the disciplinary procedure an employee will be provided with time to consider the matters raised and the opportunity to present his or her view of the situation and the reasons for his or her conduct.

At any stage beyond informal counselling during the disciplinary process, the employee will be accompanied by the Union Delegate, unless specifically declined by the employee. The warning will note where an employee elects not to have the Union delegate present

18.D ADMINISTRATION

The responsibility for the administration of the disciplinary procedure to step 4 belongs with the employee's department head with the direct supervisor present. This requires managers to clearly understand company rules and requirements, also to inform their employees of these rules and requirements and ensure facts are correctly presented and accurate.

A written record of the application of all levels of the disciplinary procedure (except informal counselling) will be made and placed on an employee's personal file with a copy to be made available to the employee.

When an employee disagrees with a formal counselling or formal warning, a request to review the disciplinary action may be made by the employee to the next level of line management.

18.E DISCIPLINARY PROCESS

1. Informal Counselling

This step should be most frequently used to outline relevant Company rules and requirements and identify training needs to assist to correct employees' misinterpretation or unacceptable behaviour.

Continued informal counselling for the same or similar conduct by the employee could progress to formal counselling. The need to progress to formal counselling will be established by the manager and will include consideration of the employee's conduct, the frequency of informal counselling issued by the supervisor and the employee's response to previous informal counselling.

2. Formal Counselling

This step requires a detailed discussion of an employee's inappropriate conduct and how the conduct is contrary to relevant company rules and requirements, any underlying reasons for the conduct and a participative commitment to correct and/or improve the area of concern.

The procedure involves discussion of the following matters with the employee:

- (i) What is required of the employee,
- (ii) Where and how the employee's conduct does not comply with relevant company rules and requirements,
- (iii) What needs to be done by the employee to meet company rules and requirements and appropriate steps which may assist the employee,

- (iv) The likely results of failure to meet company rules and requirements,
- (v) The date to review the employee's conduct.

Formal counselling should be seen to be clearly understood to be an assistance and education function within the disciplinary procedure. Where consensus cannot be reached the Manager will refer the matter for discussion to more Senior Management.

3. Formal Written Warnings

(a) 1st Written Warning

Where an employee continues with inappropriate conduct after the formal counselling level, or engages in misconduct of a minor nature, the manager should investigate the matter through the proper process and establish any underlying reasons for the conduct and a participate commitment to correct and/or improve the area of concern, where warranted, issue a first written warning and advise the employee that it will be recorded on their personal file.

The procedure involves the manager clearly indicating to the employee (in presence of the union delegate) the following which will be documented on the counselling form:

- (i) What is required of the employee,
- (ii) Where and how the employee's conduct does not comply with relevant company rules and requirements,
- (iii) What is done by the employee to meet company rules and requirements and appropriate steps which may assist the employee,
- (iv) The likely results of failure to meet company rules and requirements,
- (v) The date to review the employee's conduct. All counselling/warnings to be reviewed at 1, 5 months. The outcome of the reviews will be documented and provided to the employee.
- (vi) The duration for which this warning will remain effective - six months.
- (vii) At the final review the company will outline in writing the expectation required of the employee to ensure that there is not confusion in the future.
- (viii) A copy of the counselling/warning should be given to the employee and the delegate.

(b) Second Written Warning:

Where an employee continues with inappropriate conduct after the first written warning, or engages in misconduct of a minor nature, the manager should investigate the matter through the proper process and establish any underlying reasons for the conduct and a participate commitment to correct

and/or improve the area of concern, where warranted, issue a second written warning and advise the employee that it will be recorded on their personal file.

The procedure involves clearly indicating to the employee (in presence of the union delegate) the following which will be documented on the counselling form:

- (i) What is required of the employee,
- (ii) Where and how the employee's conduct does not comply with relevant company rules and requirements,
- (iii) What is done by the employee to meet company rules and requirements and appropriate steps which may assist the employee,
- (iv) The likely results of failure to meet company rules and requirements,
- (v) The date to review the employee's conduct. All counselling/warnings to be reviewed at 1, 5 months. The outcome of the reviews will be documented and provided to the employee.
- (vi) The duration for which this warning will remain effective - six months.
- (vii) At the final review the company will outline in writing the expectation required of the employee to ensure that there is not confusion in the future.
- (viii) A copy of the counselling/warning should be given to the employee and the delegate.

4. Final Warning

Where an employee fails to meet Company rules and requirements after formal warnings or engages in misconduct of a more serious nature, the program manager should where warranted issue a final warning.

Final warning is the last step before an employee is dismissed and is accompanied by a written advice to the employee.

The procedure for a final warning involves a review of the relevant disciplinary procedure to date or the misconduct and the offer to the employee of the opportunity to provide an explanation. This step should involve the Human Resource Department, the manager or nominee and the union delegate and will include a written advice of final warning to the employee.

The written advice of final warning issued to the employee will contain the following information:

- (i) a statement that the letter is written advice of a final warning,

- (ii) definition of the inappropriate conduct by the employee with reference to the relevant Company rules and requirements,
- (iii) a detailed chronological summary of relevant disciplinary procedure to date,
- (iv) specific change required in the employee's conduct,
- (v) a statement that failure to achieve the specific change could lead to dismissal,
- (vi) the warning will be reviewed at 1, 6 and 12 months,
- (vii) the outcome of the review will be documented and provided to the employee,
- (viii) the duration for which this warning will remain effective twelve months,
- (ix) at the twelve months review the company will outline in writing the expectation required of the employee to ensure that there is no confusion in the future and a copy should be given to the employee and the delegate.

5. Dismissal

- (i) Where an employee fails to meet the requirements clearly identified in the written advice of final warning or engages in serious misconduct, the manager may seek dismissal of the employee.
- (ii) Prior to the termination a full investigation will be conducted through the agreed process.

If dismissal is sought after this process, the manager will involve the Human Resources Manager and union delegate to provide the employee with the opportunity to respond to the manager's written statement on the reason for dismissal.

- (iii) The purpose of the review and investigation is to ensure the factual basis of such action and the fair treatment of employees.
- (iv) Upon a decision of intended dismissal, the employee will be given written advice of the reason for dismissal, the nature of the dismissal as either summary or with due notice and the employees' avenues of recourse through their union or government instrumentalities.
- (v) Should there be at this stage a dispute between the parties due to the application of this procedure, or the intention to dismiss an employee, the dispute will be resolved in accordance with Clause 19 of this agreement.

6. Investigation, Interview and Dispute Resolution Procedure

(i) Investigation Process

The union delegate will be present unless specifically requested otherwise by the employee. The delegate and the individual will be advised of the facts of the matter being investigated.

The union delegate and the individual will after being informed about the matter under investigation be allowed time to discuss the issue prior to further discussion with management.

Any record of the meeting must be agreed by the delegate, the individual and Site Senior Management. Any disagreed matter should be recorded separately.

If as a result of the initial investigation an employee is to be suspended or terminated, a letter outlining the reason for suspension or intended termination will be given to the employee and a copy sent to the AMWU.

The AMWU will respond within 48 hours (where possible) to set a meeting date to review the matter.

If the matter is in dispute following the review process the provision of the Dispute Settlement Procedures will apply.

(ii) Process for discussions with Witnesses:

The Union delegate will be present unless specifically requested otherwise by the employee. The delegate and the individual will be advised of the facts of the matter being investigated.

The union delegate and the individual will be allowed time to advise the employee of their rights and answer any questions they may have prior to further discussions with management

Any record of the meeting must be agreed by the delegate, the individual and Site Senior Management. Any disagreed matters should be recorded separately.

(iii) Dispute Resolution Procedure

Should the application of this Disciplinary procedure give rise to a dispute between the parties the Dispute Settling Procedure of this Agreement will be utilised to resolve the dispute.

Whilst the procedure is being followed the Status Quo will remain. No termination will be affected and work shall proceed normally in accordance with this Agreement.

In accordance with the Dispute Settling Procedure of this agreement it is open to either of the parties to notify the New South Wales Industrial Relations Commission.

SIGNATORIES TO THE AGREEMENT-

Signed for and on behalf of

Snow Confectionery Pty Ltd

(Name)

(Signature)

Dated this

day of

2005

Signed for and on behalf of the

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

(Name)

(Signature)

Dated this

day of

2005