WRC
An Coimisiún um Chaidreamh san Áit Oibre
Workplace Relations Commission

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13th April 2022.

Mr Martin Farrelly, Stafford Lynch.
Ms Natalie Smith, Stafford Lynch.
Mr Robert McNamara, Mandate.

Our ref: C-165973-21

Re: Stafford Lynch & Mandate.

Further to the conciliation conferences held on 17th January 2022, 8th February 2022 and 22nd February 2022, the following proposal is made in respect of workers at Stafford Lynch. Both parties have agreed to strongly recommend the terms of this proposal for acceptance.

PROPOSAL TERMS

1. Preamble

This Sustainability Plan Proposal was negotiated between the parties in light of the Company's modernisation plan, Project Phoenix. The main aim of this proposal is to modernise the business and place the company on a more sustainable footing and ensure the viability of the van sales operation. This proposal is presented following protracted discussions/negotiations which took place over several separate meetings. If this proposal is rejected by either party, then it is withdrawn and deemed to be without status.

2. Confidentiality

This document remains confidential to the Company, Employees, Unions and WRC and must not be disclosed to any third party.

3. New Terms & Conditions

The improved terms and conditions being offered by the Company as part of this agreement are as follows;

Basic pay

Basic pay is reviewed by the Company each year with any increase effective from 1 July. The parties agree that the improved terms included in this agreement are deemed to include any pay award that the company may make for the year 1 July 2022 to 30 June 2023.

Commission

For Schwartz and Dr Oetker brands, the commission will be 10c per case.

For the following brands, the commission rate will be 0.75% of Net Invoice Value (NIV):

- Foods of Athenry
- Energizer
- Tony's
- Fiid
- Sussed
- Gutsy Captain
- Wilkinson Sword

Activation Bonus

An Activation bonus of €1,600 per annum is available to all employees. Payment of the bonus by the Company will be dependent on the satisfactory completion by employees, of all activation audits (DSD – Audits for every call, MT – Audit for SuperValu once per month). Frequency and stores for audits may change periodically. The bonus will be paid quarterly in arrears. Where an employee works reduced hours, the bonus will be paid pro rata.

Handling Allowance

A depot handling allowance of €1,200 per annum will be paid to all employees operating a remote warehouse. The allowance will be paid at a rate of €100 per month. Where an employee works reduced hours, the bonus will be paid pro rata.

Subsistence

All employees shall receive a daily subsistence rate of €12.00.

Christmas Bonus

An annual Christmas bonus of €500 will be paid to each employee subject to the employee supporting the Company's Christmas sales activation plans.

4. Ways of Working

The new terms and conditions being offered to employees by the Company as part of this agreement, are based on acceptance of, and adherence to, the specific Ways of Working set out below:

- Journey plans/routes will be defined by the company in consultation with the staff concerned. In event that any future journey plans/routes results in a potential loss earnings for staff, the parties will engage in this regard.
- Employees will be required to work within normal working hours
- Brands carried on vans will be at the discretion of the company
- Employees will implement forward ordering for all calls unless otherwise agreed with the Company
- Route compliance will be to agreed Company standards unless otherwise agreed with the Company
- Employees will complete audits (DSD – Audits for every call, MT – Audit for SuperValu once per month). Frequency and stores for audits may change periodically.
- Brand compliance will be to agreed Company standards unless otherwise agreed with the Company.
- Employees will co-operate with normal on-going business and operational change.

The Company agrees to provide adequate notice to employees of proposed route changes and discuss any employee concerns. An employee unwilling to accept the above ways of working will have the option of applying for Voluntary Severance on the terms set out in section 7 below.

5. Brands Carried by Vans

The Modern Trade (MT) vans will carry the following brands

- Schwartz
- Dr Oetker
- Energizer
- Foods of Athenry

MT Van Team will also call to Tesco Express stores for the Schwartz brand only.

In addition to the above 4 brands, the DSD vans will also carry the following brands

- Tony's
- Fiid
- Sussed
- Gutsy Captain
- Wilkinson Sword

6. Working Hours

It is agreed between the parties that normal working hours are 39 hours per week. It is recognised that certain employees have Pro Rata arrangements, these arrangements will remain in place unless otherwise agreed by the parties. There may be circumstances whereby staff will be required over the foregoing hours, so long as such requests are reasonable.

Both parties are cognisant of the provisions of the Organisation of Working Time Act.

7. Voluntary Severance Programme

The Company is prepared to consider applications for voluntary severance (VS). The terms of the VS scheme are as follows.

- 3.5 weeks of gross pay per year of service inclusive of statutory redundancy entitlement.
- Gross pay will be calculated as the average basic pay plus commission paid to the employee during the calendar year 2019 (pre-pandemic) (P60).

The Company reserves the right to accept or refuse any application for VS.

The acceptance of any VS application by the Company is conditional on acceptance by the employee, of the following conditions;

- Applications for VS must be received by the Company before 11th May.
- Leave date not before 10th June 2022 or 6 weeks from the date of agreement and not before the role has been replaced
- The departing employee agrees to maintain current standards of the role;
    - Stock pressure in all stores on route
    - Merchandising of all relevant brands as per plan-o-gram
    - SEL Compliance in store on fixture and stands where relevant
    - Promotional implementation where relevant
- Picking bays within remote warehouse maintained as per current standards
- Store relationship;
    - Appropriate messaging agreed with the Company regarding departing employee
    - Back store personnel
        - Who are the contacts?
        - What is the store specific requirements, delivery area, delivery time, or any other specific points relevant to the store?
    - Who are the store contacts relevant to each brand, order approval/requirements?
    - Any relevant information shared specific to each individual store which will be relevant for the Company's new Van Sales Rep
- The employee will before departure, return all Company property including
    - Phone
    - Tablet
    - Handheld

- Printer
- Fuel card
- Van with all keys including spare
- All company presenters and sales aids
- Depot keys
- All PIN codes and Passwords for devises

8. Other Agreements

Unless specifically altered by the terms of this agreement all other agreements remain unchanged.

9. Co-operation with ongoing change

The parties commit to normal ongoing business change.

This proposal is made conditional on it being recommended for acceptance by both sides and is the best that can be negotiated at this time.

In the event that it is rejected by either side, it will be deemed to be withdrawn and to have no standing.

Robert O'Leary,
Industrial Relations Officer.