

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/264

TITLE: McKey Distribution (Transport Workers) Blacktown Agreement 2005

I.R.C. NO: IRC5/3519

DATE APPROVED/COMMENCEMENT: 8 July 2005 / 8 July 2005

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**NEW AGREEMENT OR
VARIATION:** Replaces EA02/246.

GAZETTAL REFERENCE: 21 October 2005

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by McKey Distribution Pty Limited site at Blacktown, located at 20, Bowmans Road, KINGS PARK NSW 2148, who are performing duties within the scope of the classification structure of the agreement, who fall within the coverage of the F. J. Walker Foods (Transport Workers) Blacktown Consolidated Award 2000.

PARTIES: McKey Distribution Pty Limited t/as McKey Distribution -&- the Transport Workers' Union of New South Wales

MCKEY DISTRIBUTION (TRANSPORT WORKERS) BLACKTOWN AGREEMENT 2005

1. Title

- 1.1 This Agreement shall be referred to as the McKey Distribution (Transport Workers) Blacktown Agreement 2005.

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Signatories to Agreement

3. Application of the Agreement

- 3.1 This Agreement shall apply at the McKey Distribution Pty Limited site at Blacktown, NSW and at which the provisions of the FJ Walker Foods (Transport Workers) Blacktown Consolidated Award 2000 would otherwise apply. The Agreement shall apply to those employees performing duties within the scope of the classification structure of this Agreement.
- 3.2 This Agreement shall replace the F J Walker Foods (Transport Workers) Blacktown Agreement 2002 which shall be deemed to have been rescinded upon approval by the Industrial Relations Commission of NSW, of this Agreement.
- 3.3 Transfer to New Premises - During the nominal period of this Agreement, should the company relocate its business from the current facility at 11 Bessemer Street, Blacktown, NSW to a new site and the employees who are covered by this agreement are also relocated, it is agreed that the provisions of this Agreement shall be transferred and shall operate at such new facility.

4. Parties Bound

- 4.1 The parties bound by this Agreement are:
 - 4.1.1 McKey Distribution Pty Limited and
 - 4.1.2 The Transport Workers' Union of Australia (NSW Branch) and
 - 4.1.3 All employees engaged in work of any of the classifications contained within this Agreement.

5. Date and Period of Operation

- 5.1 This Agreement will apply from the beginning of the first pay period after the date of approval by the Industrial Relations Commission of NSW and shall remain in force thereafter until 17th February 2008.

6. Relationship to Parent Award

- 6.1 This Agreement shall prevail over the Award to the extent of any inconsistency.
- 6.2 In relation to any matter in respect of which this Agreement does not make provision the terms of the Award shall apply to all employees.
- 6.3 Definitions - "Award" means the FJ Walker Foods (Transport Workers) Blacktown Consolidated Award 2000 as varied from time to time, or any award made in succession thereto.

7. No Extra Claims

7.1 It is a Condition of this Agreement that for its duration, there shall be no extra claims unless such claims are consistent with the Principles of applicable State Wage Case Decisions.

8. Purpose

- 8.1 The purpose of this Agreement is to record those matters that have been specifically agreed by the parties, arising from the 2005 enterprise bargaining process.

9. Not to Be Used as a Precedent

9.1 This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other site, plant or enterprise.

10. Renegotiation of Agreement

10.1 It is agreed that the parties will commence the process of renegotiation of a new Agreement up to four months prior to the date of expiry of this Agreement.

11. Grievance & Dispute Resolution Procedure

11.1 Subject to the relevant provisions of the *Industrial Relations Act* 1996, any dispute arising in relation to this Agreement or its operation, shall be dealt with as follows:

Step 1

The site union representative and the appropriate supervisor will attempt to resolve the matters in dispute, by way of discussions.

Step 2

In the event of a failure to resolve the matter at the job level, as per Step 1, the matter shall then be referred to local management and an organiser of the union, who will hold discussions forthwith in an endeavour to resolve the matter.

Step 3

Should the matter remain unresolved after following the requirements of Step 2, it may be referred to the Secretary of the union (or his/her representative) and senior management, who will confer forthwith.

Step 4

In the vent that the matter cannot be resolved by way of each of the previous steps, either party may refer the matter to the Industrial Relations Commission of NSW for resolution.

All work shall continue as normal while these negotiations are taking place.

12. Increases to Rates of Pay

12.1 It is agreed that the following percentage wage increases shall apply during the life of this Agreement. The table of weekly wage rates, which, reflects these increases, appears as Appendix 1 to the Agreement.

	First full pay period on or after 17/2/2005	First full pay period on or after 1/1/2006	First full pay period on or after 17/11/2006	First full pay period on or after 1/10/2007
Wage Increase (%)	1%	5%	5%	5%

13. Payment of Wages

13.1 The pay week for employees covered by this agreement shall begin on Monday & cease on the following Sunday.

14. Salary Sacrificing

14.1 Subject to the rules of the relevant superannuation fund(s), employees may sacrifice some of their wages as superannuation contributions.

- 14.2 Subject to the rules of the relevant superannuation fund(s), employees may sacrifice any bonus payments, which they receive, as superannuation contributions. In accordance with Australian tax law requirements, an employee must make the election to sacrifice bonus payments at the beginning of the financial year in which such payments commence

15. Income Protection Insurance

- 15.1 In lieu of the company making automatic contributions to an appropriate Insurance Fund on behalf of employees, the weekly rates of pay of employees contain a 1.5% Income Protection Component. Any employee who subsequently elects to enter into an income protection insurance policy shall then be responsible for taking such policy out on his or her own behalf and for all of the payments which are applicable to that policy.
- 15.2 If requested to do so, the company shall deduct the weekly contributions, as paid by an employee, and forward these to the relevant fund. The 1.5% Income Protection Component of the weekly wage rate shall be used to cover such contributions.

16. Productivity System

- 16.1 A Productivity Scheme will operate at the Blacktown site and in conjunction with this Agreement. The productivity scheme shall take the form of a productivity matrix, which measures selected criteria; as follows:

Absenteeism

Late deliveries.

Offload rates.

- 16.2 Time of Payments

A productivity payment shall be made to each eligible employee at the end of each six monthly period. The relevant calculation periods shall be February to July inclusive and August to January inclusive.

The productivity payments relevant to these periods shall be due and paid within 2 weeks of the calculation period ending.

- 16.3 Calculation of Payments

The payment shall be based on a percentage movement, corresponding to a specific dollar amount, as an increase or decrease from the base amount. The current base amount is set at \$660. Each one percent (1%) movement, up or down, from the base performance will be equivalent to a \$16.50 movement up or down on the base payment of \$660.

Management, employees and the union shall work positively together to ensure maximum productivity under this scheme.

- 16.4 Eligibility for Payment

All permanent employees shall be eligible to receive a payment pursuant to this scheme.

Part-time employees, casual employees, employees on parental leave or leave without pay shall be eligible to receive a pro-rata payment calculated by reference to the percentage of ordinary time they have worked, compared against possible ordinary hours that could have been worked, over the 6 month calculation period.

Employees who either commence employment or terminate employment within a 6-month calculation period shall be entitled to receive a payment on a pro-rata basis.

17. Meal/Overnight Allowance

- 17.1 Where an employee is required to perform duties which require an overnight stay away from their usual place of residence, then such employee shall receive an allowance of \$60 for each overnight stay. This allowance will be payable in respect for the each evening meal and breakfast which is applicable to the overnight stay. This allowance shall be paid to employees in lieu of the Company being required to meet the cost of meals. The company will meet the cost of accommodation, excluding mini bar costs. The allowances which are prescribed herein, shall be in lieu of, and not cumulative upon, the meal allowance as prescribed in the parent award.
- 17.2 The allowance as prescribed at 17.1 above shall be increased from the first full pay period after 17th February each year by the C.P.I movement over the preceding 12 month period.
- 17.3 It is noted that the allowances prescribed above include an amount in recognition of the increases that flowed through to such expenses, as a result of the introduction of the GST.

18. Roster Flexibility

- 18.1 The parties commit to the establishment of a Joint Consultative Committee (JCC) comprised of both management and employee representatives for the purpose of evaluating current driver rosters.
- 18.2 The aim of this JCC is to discuss and make recommendations that will allow employees the choice of either a fixed or rotating roster. In undertaking this exercise, it shall be the objective to keep the possible earnings of the different employees as even as possible.
- 18.3 The JCC shall also review the allocation of voluntary Saturday overtime in an effort to ensure that all employees are provided with equal access to such work and additional earnings.
- 18.4 External consultants may be used to assist in this process, where it is considered to be appropriate.
- 18.5 Any recommendations of the JCC shall also be put to the employees in general, for approval.
- 18.6 Rostered Hours of Work (Short Runs)-subject to the following provisions, employees may be asked to perform rostered work, as well as non-rostered work, within the 8 hour span, if
 - 18.6.1 The additional non rostered work can be completed within the 8 ordinary hours. It would be at management's discretion to require an employee to complete the work.
 - 18.6.2 If the additional non rostered work cannot be completed within the 8 ordinary hours, it would only occur by agreement between management and the employee concerned.
 - 18.6.3 It is not the intention of this provision that employees be held back after the completion of their rostered work, if no work is available. If there is no known transport work available at the time the employee returns from their rostered delivery run, then such employee shall not be held back for their full ordinary hours.
 - 18.6.4 Drivers will not be used under this clause to provide position coverage for the Dispatcher where a Dispatcher is already available on site.

19. Facilitative Provision - Special Occasions

- 19.1 Where it is agreed between the company and its employees that a special occasion exists and agreement is reached between the company and its employees that special arrangements be made, those arrangements may be made provided that the company's delivery and business requirements are not affected.
- 19.2 The parties to this Agreement undertake that should such arrangements be made that may be otherwise contrary to the provisions of this Agreement or the parent award, their implementation will not be taken as being a breach of this Agreement or the parent award and no claim may be made by any employee for

any additional payment or penalty that may have otherwise applied but for the implementation of such arrangement.

20. Facilitative Provision - Rostered Days Off

- 20.1 This Agreement shall allow flexibility with regards to the manner of taking Rostered Days Off (RDO's). RDO's may be taken and paid for in any of the following ways:
 - 20.1.1 Taken as time off work as a single paid RDO day on a roster basis.
 - 20.1.2 Taken as time off work in blocks of a minimum of 5 paid RDO's, at times that are agreed by management.
 - 20.1.3 Paid out in lieu of taking the time off.
 - 20.1.4 Alternatively, RDO's may be taken in any other method as may be agreed between the employee concerned and the employer.
- 20.2 So as to permit effective rostering of staff to occur, each employee must nominate during December in each year, as to how they wish to take and be paid for their RDO's in the following year. Such nomination will be made in writing, in accordance with the form that appears as Appendix 3 to this Agreement.
- 20.3 Where an employee elects to be paid out their RDO's in lieu, in accordance with paragraph 20.1.3 above, the following shall apply:
 - 20.3.1 Pay-out of RDO's in lieu, shall be at the sole discretion and election of the employee concerned.
 - 20.3.2 Each employee may be paid out a maximum of 12 accumulated RDO's per year.
 - 20.3.3 RDO's shall be paid out at ordinary time rates of pay. Where an employee would normally have received a shift loading had the RDO been taken as a day off, then such shift loading shall be paid in respect of the RDO which is paid out in lieu.
 - 20.3.4 Payment of accumulated RDO's shall be made retrospectively, as follows:
 - 20.3.4.1 Accruals from 1 January to 30 June will be paid in the second pay week of July each year.
 - 20.3.4.2 Accruals from 1 July to 31 December will be paid in the second pay week of January each year.
- 20.4 The Agreement to this provision shall not be used as a precedent with respect to the issue of the 38-hour week.
- 20.5 It is accepted by the parties that whilst this provision is intended to provide a level of flexibility in relation to RDO's, any changes made in accordance with the clause should be consistent with the following objectives:
 - 20.5.1 That all work is covered and completed.
 - 20.5.2 That any changes in rostered work must not create a situation whereby employees are driving illegally or in a potentially unsafe manner due to insufficient rest periods between shifts.
 - 20.5.3 That the effect of any such changes are cost neutral on the company.
 - 20.5.4 That no employee is put under duress by a work colleague to change the day on which they take their RDO.

20.5.5 The company will not be held responsible if employees enter into an arrangement to swap their RDO days and in doing so, it creates a situation whereby the number of prime and non prime RDO days is inconsistent with normal custom and practice.

21. Recording of Hours Worked

- 21.1 Employees are required to sign on or key on when beginning work and to sign off or key off when leaving work.
- 21.2 The responsibility for accurate sign or key on/off rests with the employee concerned. The departmental supervisor or manager will correct inaccurate entries, after consultation with the employee concerned.
- 21.3 Issues arising under this provision may be referred to the Joint Consultative Committee for resolution.

22. Stand-By Drivers

- 22.1 Stand-by drivers must be available for up to 12 hours to cover rostered delivery runs of drivers who fail to report for work. Additional hours can be requested, on the day concerned, by agreement with the stand-by employee concerned.
- 22.2 If a stand-by driver needs to finish work early on any day, for a specific reason, the roster can be changed with the agreement of the departmental supervisor/manager and the relevant driver(s). Where no alternative agreement can be reached, the stand-by driver will be required to provide coverage for up to 12 hours.
- 22.3 Any changes to rosters that are requested by employees due to unforeseen circumstances are to be brought to the attention of the departmental supervisor/manager as soon as is possible, but in any event prior to the commencement of the employee's next rostered shift. The exception to this requirement will be where the unforeseen circumstance or emergency arises during the employee's shift.
- 22.4 Stand-by drivers are not to suffer a loss of earnings as a result of covering for a driver who fails to attend for work. Where coverage impacts on the following day's delivery run, the total earnings that the stand-by employee receives for the two days must not be less than that which would have otherwise applied if the roster had not been altered. If the actual earnings are less than the expected earnings, the employee will be entitled to be paid the difference.
- 22.5 Where an employee is rostered as a standby driver on any shift, and such employee works for 10 hours or less, then such employee shall be entitled to an allowance of \$15.15 per standby (& thereafter in accordance with the table of allowance at Appendix 1). Any standby driver, who works more than the said 10 hours, shall not be entitled to such allowance. Where as a result of an emergency situation arising, a driver instructs management that they are only available for 8 hours of standby work, then such driver shall not be entitled to the allowance that is prescribed by this provision.

23. Inclusion of Dispatchers in Drivers Roster

- 23.1 Any persons who are employed by the company, specifically as dispatchers, after the 17/2/2000, may be included in the drivers roster for the purpose of covering regular drivers who are otherwise absent from work due to annual leave, RDO's, long service leave, sick leave etc. Any employee, who was employed as a dispatcher immediately prior to the 17/2/2000, can only be included in the driver's roster where such employee has specifically agreed to be so included.

Payment of Dispatchers

- 23.2 Where an employee who has been trained and is competent in all tasks up to and including the Driver Advanced classification; and such employee is subsequently permanently reclassified for any reason into the Dispatchers position, such employee shall continue to receive the Driver Advanced rate of pay, notwithstanding such reclassification.

- 23.3 The right to payment of the Driver Advanced rate of pay as prescribed above shall be contingent upon the employee concerned being able to perform all dispatch duties.
- 23.4 It is the intention of this provision that an employee who is fully competent up to the Driver Advanced level should not suffer a reduction in the ordinary time classification rate as a consequence of transferring permanently into the Dispatcher role. However, an employee who is performing dispatcher's duties and who is not competent up to the Driver Advanced level shall receive the same ordinary time weekly rate of pay as applies to the Trainee Driver classification.

24. Work at Other McKey Distribution Sites

- 24.1 It is agreed that from time to time employees who are normally engaged at the Blacktown site of McKey Distribution may be required to make deliveries to other McKey Distribution sites.
- 24.2 Nothing in this Agreement shall be construed as preventing or inhibiting the Company from making such deliveries. Any employee who is required to make deliveries to other sites will continue to be paid the rates and allowances applicable under this Agreement, while he/she is performing such work.

25. Phoning Ahead

- 25.1 If a delivery run is behind schedule, drivers shall be required to phone the store upon approach, so as to advise the store of the expected arrival time.

26. Collection of Data

- 26.1 Employees will comply with any reasonable request from the company with respect to the collection of data.

27. Delivery Methods

- 27.1 The employees give a full commitment to cooperate in relation to the implementation of new delivery methods which are introduced as a means of improving operational efficiency and in meeting customer service requirements.

28. Additional Sick Leave Entitlement, Provision of Medical Certificates & the Use of Annual Leave and RDO's to Cover Periods of Illness

- 28.1 Each employee covered by this Agreement shall be entitled to receive an additional 2 days sick leave accrual per annum, in addition to the annual accrual as prescribed by the parent award.
- 28.2 The additional sick leave entitlement provided for herein shall be treated in the same manner, in all respects, as the sick leave entitlement as provided in the parent award.
- 28.3 For the purposes of this provision, 2 days sick leave shall mean 2 days at 7.6 hours per day.
- 28.4 Provision of Medical Certificates - Under normal circumstances, and subject to the following qualifications, an employee shall not be required to provide a medical certificate in respect of single days of absence due to illness.
- 28.4.1 Notwithstanding the above provision where, in the opinion of management, an employee's attendance record is considered as being unacceptable, then such employee may be required to provide a medical certificate to justify all absences due to illness. Where management intends to invoke this right, notice in writing shall be given to the employee concerned. It is agreed that the provisions of this subclause may be implemented in circumstances where the employee concerned has a pattern of frequent absenteeism and where the employee has received counselling (as per established disciplinary policies) regarding such issues but has failed to demonstrate a satisfactory improvement in the level of attendance.

28.4.2 In the case of absences due to illness of 2 or more consecutive days, a medical certificate must be provided.

28.4.3 Where an employee is required under this clause to provide a medical certificate and fails to do so, the employee shall not be entitled to payment of sick leave for the days on which the employee was absent.

28.5 An employee who has no sick leave entitlement remaining to his/her credit, shall not be entitled to claim payment for annual leave or RDO's for any day or days during which the employee is absent due to illness, subject to the following:

28.5.1 Such non-payment will apply notwithstanding that the employee may have obtained a medical certificate covering the said employee for the period of absence.

28.5.2 Management may waive this provision in circumstances where the employee is able to demonstrate that the reason for such absence has arisen from an ongoing medical condition for which the employee has been receiving regular and ongoing treatment.

28.5.3 It is agreed that management will take a common sense approach in the implementation of this provision and all cases shall be judged on their "individual merits."

28.6 Notification of Absences

It is agreed that where an employee is absent on any day, and such absence is not as a result of scheduled leave (i.e. annual leave, RDO's, long service leave etc), then such employee shall be required to notify of such absence, giving the reason and expected duration of such absence, prior to the commencement of the employee's rostered ordinary hours on the first day of such absence. Where the employee fails to provide the notice as is required by this provision, then such employee shall forfeit payment of sick leave for such day.

29. Annual Leave Loading

29.1 Annual leave loading shall be paid in respect of periods of annual leave taken, at the following rates:

29.1.1 Day & Afternoon Shift - 17.5%

29.1.2 Night Shift - 30%

29.1 Where an employee is on a period of annual leave, but would have other than for such leave been rostered for a full week as a Stand-By driver, the employee will be entitled to the 30% annual leave loading for the week concerned.

30. Public Holidays

30.1 For the purposes of this Agreement, the following days shall be holidays; namely:

New Years Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Queens Birthday

Labour Day

Christmas Day

Boxing Day

And such other day(s) as may be proclaimed a public holiday to be observed generally by persons in the State.

30.2 Due to the importance of meeting delivery requirements on public holidays, it is agreed that the following payment will apply for all public holidays on which work is performed and that in return, the employees will guarantee coverage to meet the needs of the business:

30.2.1 All employees will be paid 8 hours ordinary time pay, for each public holiday prescribed by this Agreement.

30.2.2 In addition, employees who are required to work on a public holiday, will be entitled to be paid double time for all hours worked. This amount shall be paid in addition to normal shift penalties.

30.2.3 Notwithstanding the above, it is agreed that employees shall only receive public holiday payment for Easter Saturday in circumstances where such day is gazetted as a public holiday and where an employee has been rostered to work on such day.

30.3 If an employee is absent when rostered to work on a Public Holiday, or is absent on the working day preceding or the working day following the Public Holiday, without the company's consent, or without a medical certificate in the case of an employee claiming sick leave, the company will be entitled to deduct payment for the public holiday, in addition to payment for the day of absence.

30.4 In the case of a Public Holiday where work has been rostered, but where work does not subsequently occur, payment will be as follows:

30.4.1 Ordinary time payment for the rostered hours plus the relevant shift loading that would have otherwise applied for work on a non-public holiday.

31. Picnic Day, Emergency Services Leave & Defence Force Reservists Leave

31.1 Picnic day shall be observed on the Saturday that is 2 weeks after Easter Saturday.

31.2 In addition to all other payments that are due to them, employees shall be paid an additional one day's pay, at ordinary time rates, in the pay period in which Picnic Day falls.

31.3 Emergency Services Leave - Where an employee is a member of a volunteer emergency services organisation and is required to absent themselves from work for the purpose of attending an emergency services occurrence, such employee shall be entitled to leave from duties, as follows:

31.3.1 An employee shall be entitled to a maximum of 5 days paid emergency services leave, in each year of employment. Such leave shall not be cumulative from year to year.

31.3.2 Where the proposed absence from work is for a period of more than 5 days, any period in excess of the 5 days shall be treated as unpaid leave. In such cases however, an employee may request and be paid for such time from any entitlement or pro-rata accrual to annual leave or long service leave that exists at the time of the absence.

31.3.3 In order to claim payment the employee shall be required to provide the company with documented evidence of the employee's requirement to attend for such emergency service duty.

31.3.4 Emergency Services Organisation shall mean:

31.3.4.1 Volunteer Bush Fire Brigade.

31.3.4.2 State Emergency Service (S.E.S)

31.3.4.3 Volunteer Emergency Rescue Service.

31.4 Defence Force Reservists Leave - Where an employee is a member of the Defence Force Reserves and is required to absent themselves from work for the purpose of attending duties related to such membership, such employee shall be entitled to leave from duties, as follows:

31.4.1 The company will make-up the difference between the amounts paid to the employee by the Defence Services and the employee's weekly rate of pay, for a maximum period of 5 days per year. For the purposes of this provision, weekly rate of pay shall include the employees ordinary time classification rate, shift loadings that would have been payable but for such leave and any other work related allowance that is ordinarily received by the employee.

31.4.2 Where the proposed absence from work is for a period of more than 5 days, any period in excess of the 5 days shall be treated as unpaid leave. In such cases however, an employee may request and be paid for such time from any entitlement or pro-rata accrual to annual leave or long service leave that exists at the time of the absence.

31.4.3 In order to claim payment the employee shall be required to provide the company with documented evidence of the employee's requirement to attend for Defence Force Reserves duty.

31.5 No employee shall be discriminated against or treated in an unfair manner because of their volunteer activities in either the emergency services or defence force reserves.

31.6 For the purpose of this provision, the term "working day" shall mean a rostered ordinary working day.

31.7 For the purposes of this provision, the term "year" shall mean calendar year.

32. Trade Union Training Leave, Union Recognition, Deduction of Union Fees & Site Induction

32.1 It is agreed that the Company shall release eligible employees to attend Trade Union Training, subject to the following qualifications:

32.1.1 The right to such leave shall be limited to no more than two employees in any one calendar year.

32.1.2 Only duly elected site union delegates shall be eligible to request such leave.

32.1.3 Each delegate shall be entitled to a maximum of two weeks (10 working days) of such leave in each calendar year. Such leave shall not be cumulative, year-to-year.

32.1.4 The Company shall pay to each delegate, for their period of absence, an amount of wages that is equivalent to their ordinary time earnings.

32.1.5 The Company will not be responsible for any costs that are associated with the attendance of a delegate at such training.

32.1.6 The Company shall be provided with as much notice of such training, as is reasonably possible, however wherever possible the company shall be provided with notice at least 4 weeks prior to the date upon which it is intended that such leave will commence.

32.1.7 The Company will be consulted as to the content of any proposed training and will be provided with a course outline, at the time that notice of the intention to commence such leave, is given.

- 32.1.8 It shall be the right of the company to refuse to authorise such leave, if the taking of such leave would cause difficulty to the business or was intended to occur at a time of peak business activity.
- 32.2 Union Recognition - The company recognises the TWU as being the sole union that shall represent transport workers at the site covered by this Agreement. This representation will extend to all terms and conditions of engagement of transport workers employed by the company, whether those terms and conditions are subject to this agreement or not. For the purposes of this provision, the term Transport Workers shall mean any employee whose employment is covered by the terms of this Agreement.
- 32.3 The company will not take any actions or make any statements that will directly or indirectly state or imply opposition by the company to transport workers electing to join or remain members of the TWU.
- 32.4 The company agrees not to discriminate, discharge, lay-off or discipline any transport workers for reasons (or for reasons that include the reason) that the workers joined, proposed to join or is a member of the TWU, signed an authorisation card or engaged in union activity.
- 32.5 The above shall not limit the right of the employer to take appropriate disciplinary action against any employee who is guilty of misconduct justify the taking of such action.
- 32.6 The parties to this Agreement undertake that no employee shall be discriminated against, harassed or victimised based on the decision they make concerning union membership.
- 32.7 Deduction of Union Membership Fees - The company shall deduct union membership fees (not including fines or levies) from the pay of any transport worker covered by this Agreement, provided that:
- 32.7.1 The transport worker has authorised the company to make such deductions in accordance with subclause 32.8 herein;
- 32.7.2 The union shall advise the company of the amount to be deducted for each pay period applying at the company's workplace or any changes to that amount; and
- 32.7.3 Deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to a transport worker.
- 32.8 The transport worker's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the company to deduct.
- 32.9 Monies so deducted from the transport workers' pay shall be remitted to the Union on a monthly basis together with a list of the names of those employees to whom the remittance applies.
- 32.10 The Union shall advise the company in writing of any changes to the amount of union fees it is to deduct from employees pay, provided that this does not occur more than once in each calendar year. The Union shall provide at least 2 months notice of such change.
- 32.11 A transport worker may at any time revoke, in writing, an authorisation to the company to make payroll deductions of Union membership fees.
- 32.12 Where a transport worker who is a member of the Union resigns such membership in accordance with the Rules of the Union, the Union shall inform the transport worker in writing of the need to withdraw authorisation to the company in order for payroll deductions of union membership fees to cease.

32.13 Site Induction - In conjunction with the new employee induction process applying at the company's premises, elected site delegates shall be permitted up to 30 minutes for the purpose of discussing union membership with such new employees. The following obligations shall apply in respect of this provision:

32.13.1 Such process shall be included as an element of the established new employee induction program.

32.13.2 It will be the intention that wherever possible, delegates will be provided with 72 hours notice of a pending induction program and where it is not possible to provide such notice, the employer shall give such notice as soon as arrangements have been made for an induction program to occur.

33. - Redundancy

33.1 It is noted that the Union and employees have requested that the company enter into an agreement with respect to the issue of a redundancy package. It is further noted that the company have agreed to observe the relevant provisions of the Employment Protection Act (NSW), including the scale of severance moneys contained therein (see Appendix 2 attached hereto), as may be amended, in any circumstances which may give rise to employees being made redundant.

33.2 Leave Reserved - Severance Pay - During the negotiation of this Agreement, the union and employees made a claim for additional severance pay in excess of the scale which is provided currently. The parties were unable to reach an agreement on this issue and therefore it was agreed that it would be included as a Leave Reserved matter, in the following terms:

33.2.1 During the nominal period of this Agreement, should the company take a decision to make any employees who are covered by the Agreement redundant, then leave is given to the Union to seek a higher amount of severance pay on behalf of such employees, than is prescribed herein.

33.2.2 The Union shall have the right to exercise such leave reserved by first holding discussions with management pursuant to the disputes procedure of this Agreement. Should it eventuate that Agreement cannot be reached; it shall be the right of the Union to refer the matter to the Industrial Relations Commission for either Conciliation and/or Arbitration.

33.2.3 Where a matter proceeds to Arbitration, the parties agree that they will be bound by any such decision, subject to the normal rights of Appeal that apply.

34. - Licence Validity

34.1 All employees who are required to hold a HC vehicle licence as a minimum requirement to complete their work, are to provide authorisation for a validity check of the licence with the RTA (or other appropriate body), annually and at any other time required by the company. The company shall meet the cost of the licence validity check, where the company has requested such check.

35. Annual Medicals

35.1 Each employee is to be medically examined on a yearly basis, at the company's expense.

35.2 Where the result of the medical examination indicates some medical concerns in relation to the employee, and which bears upon the employee's employment, these concerns will be addressed by the employee, appropriate site management and if necessary, additional medical specialists.

35.3 All details relating to medical examinations will be treated in the strictest confidence.

36. Training & Development

- 36.1 Drivers are required to attend all organized training & development courses that are conducted by the company. The training shall be prearranged so as to provide sufficient notice for employees to be able to attend. Where no objections as to the proposed date and time are received, drivers will attend the training. If objections are received, efforts will be made to organize alternative times and dates for the training to occur.
- 36.2 Employees attending such training shall be entitled to receive payment at ordinary time and/or overtime, depending upon whether the training occurs within the employee's ordinary hours of work or not.
- 36.3 In recognition of the importance placed on the development of skills and knowledge, the parties shall periodically review all aspects of training and development within the workplace which is covered by this Agreement.
- 36.4 When reviewing training and development matters, the parties shall have regard to the following types of issues:
 - 36.4.1 Ensuring that training and development continues to be given a high level of importance.
 - 36.4.2 Monitor current training initiatives to ensure effectiveness and relevance.
 - 36.4.3 Ensure equal access is available for all employees to training.
 - 36.4.4 Where considered necessary by the parties, introduce relevant training plans.
 - 36.4.5 Identify obstacles to effective training and develop strategies to overcome such obstacles.
 - 36.4.6 Review task descriptions to ensure that they reflect current operational requirements.
- 36.5 Assessment of Training - where employees receive training in relation to any tasks or functions that are specified in the classification structure of this Agreement, such training shall be assessed by a duly qualified Certificate IV Trainer & Assessor or their equivalent. It is agreed between the parties that whilst ever the training system outlined in this clause remains in place, it will be considered as being a suitable alternative system to the Transport Industry "Blue Card" training process.
- 36.6 Designated Trainers- the following shall apply with regards to designated trainers:
 - 36.6.1 At least 3 employees shall be appointed as the designated trainer and assessor.
 - 36.6.2 All designated trainers and assessors must be Certificate IV - Trainer & Assessment qualified.
 - 36.6.3 "Buddy" instruction will be permissible provided that the "Buddy" has previously been assessed as competent in the job concerned (for which they are providing guidance). It will be a requirement of the training process that all employees must spend time working beside a buddy before they are required to undertake work in accordance with any task description, on their own. The amount of time to be spent with a buddy shall be determined by the amount of time taken by the trainee to demonstrate that they are able to work safely and competently on a task, without direct supervision or instruction. It is acknowledged that this time period shall vary between trainees having regard to the varying complexity of different tasks and the varying levels of competence of individual trainees.
 - 36.6.4 Designated trainers and assessors will be appointed by the company. The designated trainer will be required to perform normal duties when not performing Training & Assessment duties.
 - 36.6.5 No training assessment shall be deemed as being complete until it has been signed off by the relevant supervisor and/or manager.

- 36.6.6 For the purpose of this clause any employee who is appointed as a "Driver Trainer" under the classification structure of this Agreement, shall be deemed as being equivalent to a Certificate IV Trainer & Assessor.
- 36.6.7 Any employee who performs a training role in accordance with this clause shall be entitled to receive the Driver Trainer rate for the period in which they are acting in such capacity.
- 36.7 Progression Through Grades - The timetable for progression through the grades shall be based on competency. In this regard, the parties acknowledge the following points:
- 36.7.1 The ultimate measure of an employee's right to be transferred into a higher grade will be based on competency. An employee will not be eligible to reclassification into a higher grade until the employee has been assessed as being competent to perform all tasks that are related to the relevant grade.
- 36.7.2 The company will commit to provide sufficient training opportunities in order that employees may progress through the grades.
- 36.8 Record of Competency - Upon ceasing employment with the company, an employee shall upon request be entitled to a written record of competency. Such record to include the following information:
- 36.8.1 The commencement of employment date.
- 36.8.2 The position held by the employee as at the date of cessation of employment
- 36.8.3 Tasks in which the employee had been formally assessed as being competent during the period of employment.
- 36.9 Blue Card - This clause reflects the training arrangements that were in place at the employer's business at the time of commencement of the Agreement. During the life of the Agreement, the parties will compare the in-house training arrangements against the transport industry "Blue Card" system to determine whether the in-house system represents an equivalent level of training. In any area where the in-house system is determined to fall short of the Blue Card system, and where considered appropriate, the parties shall work to raise the standard of the in-house system to the Blue Card level.

37. Driver Trainers & Loader Feedback

- 37.1 The company may employ up to 3 Driver Trainers at any time.
- 37.2 Loader Feedback - Appropriately skilled/qualified employees may be asked to provide formal feedback to warehouse supervisors and personnel with respect to the loading of trucks.
- 37.3 Such feedback would be provided by any employee who has been classified into the position of Driver Trainer.
- 37.4 Where it is intended to occur, such feedback processes shall be pre-planned and built in as part of the rostered work on the day in which it is intended to occur.
- 37.5 The parties confirm the following intentions with respect to this provision:
- 37.5.1 It is intended as mechanism to improve communication between the warehouse and transport sections of the business, for the mutual benefit of all.
- 37.5.2 It is intended as a mechanism to ensure trucks are loaded in a manner which increases safety while reflecting the best unload lay-out for the stores being delivered to.

37.5.3 In the context of the above points, employees providing feedback would make recommendations on the most suitable manner to load delivery vehicles, having regard to the make-up of the load and store unload method. Such recommendations would be made to the Operations Supervisor, or in his/her absence, to the Leading Hand.

37.5.4 It is not the intention that this feedback mechanism will in any way replace the work performed by the warehouse trainers. By contrast, this provision is intended as a mechanism to provide such persons with relevant information so as to be able to perform their training functions in a more effective manner.

37.5.5 Leave is reserved to the employees to discontinue the feedback process in circumstances where it has created confrontation between the transport and warehouse sections of the business.

38. Training of Casual Drivers & Agency Casual Labour

38.1 Persons employed as casual drivers will be required to spend a minimum of 15 days with a Driver Trainer before performing deliveries on their own.

38.2 Where a decision is taken by the company to subsequently change a casual employee to permanent, such employee shall commence at the Driver level of the classification structure.

38.3 Agency Casual Labour - It is agreed that where temporary and/or casual labour is engaged through an employment agency, persons so engaged shall be entitled to receive wage payments that are equivalent to those applying under this enterprise agreement to company employees. The company shall advise any employment agency through which labour is accessed of this provision, in order that the agency can make the correct payments to any persons whom are provided on a casual and/or temporary basis.

39. Fatigue Management Protocol

39.1 The parties acknowledge that fatigue management is an important occupational health and safety issue. Accordingly, the parties commit to a process of consultation, the purpose of which will be to develop a fatigue management protocol. It will be the objective of this protocol to create a system of work that minimizes the risks associated with fatigue while having regard to the particular needs and requirements of the Company's business. It is also acknowledged by the parties, that the outcome of their considerations of this issue may result in a need to change rosters and historical work practices, in order to comply with fatigue management guidelines. Accordingly, the employees and union give a commitment that should such changes become necessary, they shall work with management in a consultative manner to introduce such changes and in doing so, they shall not unreasonably withhold their agreement to such changes.

40. Contractor/Labour Hire Protocol

40.1 The Company agrees that it shall consult with the Union with respect to the establishment of a contractor protocol.

41. Annual Leave Protocol

41.1 The parties agree that they shall consult with respect to the establishment of an annual leave protocol, the purpose of which will be to ensure that employees are permitted to take annual leave on an equitable basis, having regard to the particular needs of the business.

42. Protection of Employee Entitlements

42.1 The company will provide an auditors report annually to certify the company's ability to meet its financial liabilities to employees with respect to their accumulated entitlements. This report shall be provided in conjunction with the annual financial audit of the business. The auditors report will verify:

42.1.1 The total value of the accumulated entitlements which have been provided for in the company's financial statements and as applicable to employees who are covered by this agreement.

42.1.2 A statement from the audit firm attesting to the ability of the company to meet its financial obligations with respect to the accumulated entitlements that are provided for in the financial statements.

42.2 The company shall provide a copy of the annual auditor's report, as required under this clause, to the NSW Branch Secretary of the Transport Workers Union. A copy shall also be posted on site notice boards for perusal by the employees.

43. Chain of Responsibility

43.1 McKey Distribution and the Union will use their best lawful endeavours and cooperate to ensure that subcontractors and labour hire agencies, as well as their respective transport workers, receive their due entitlements and abide by their obligations at law, including (but not limited to) entitlements and obligations under awards, contract determinations, and legislation relating to road transport regulation and occupational health and safety. In addition, McKey Distribution will implement appropriate contract and invoicing arrangements, having regard to the intent of section 127 of the *Industrial Relations Act 1996* (NSW). Where relevant, the parties will negotiate on rates payable to captive lorry owner drivers. Neither party to this agreement will tolerate operators who persistently breach the above-referred chain of responsibility obligations, and will keep each other advised with a view to appropriate action being taken to remedy the situation

43.2 The records referred to above, shall be available for inspection by a person duly authorised to do so under Part 7 of Chapter 5 of the *Industrial Relations Act 1996* (NSW).

43.3 It is agreed that in the 12 month period immediately following the approval of this Agreement, the parties shall introduce a process whereby company and contracted deliveries are conducted under a Safe Driving Plan (SDP).

43.4 Consistent with the above objectives, where the SDP relates to a contracted delivery, the parties shall have regard to the following types of information, their availability and applicability, when developing the safe driving plan.

43.4.1 The name & address of the person or company to whom work is contracted.

43.4.2 The date on which contracted work was performed.

43.4.3 The type of contracted work that was performed.

43.4.4 The names of the persons who actually performed the work (if different from the actual contractor).

43.5 The parties shall also examine existing systems that are in place within the business and their relevance, so as to ensure that duplication of record keeping requirements is not created.

APPENDIX 1

Schedule of Weekly Rates

Description	Current Rate	1% Increase - First Full Pay Period on or after 17/2/05	5% Increase - First Full Pay Period on or after 01/01/06	5% Increase - First Full Pay Period on or after 17/11/06	5% Increase - First Full Pay Period on or after 01/10/07
Trainee Driver	\$763.00	\$770.60	\$809.10	\$849.60	\$892.10
Driver	\$787.00	\$794.90	\$834.60	\$876.30	\$920.10
Driver Advanced	\$812.70	\$820.80	\$861.80	\$904.90	\$950.10
Driver Trainer	\$842.70	\$851.10	\$893.70	\$938.40	\$985.30

Schedule of Work Related Allowances

Description	Current Rate	1% Increase - First Full Pay Period on or after 17/2/05	5% Increase - First Full Pay Period on or after 01/01/06	5% Increase - First Full Pay Period on or after 17/11/06	5% Increase - First Full Pay Period on or after 01/10/07
Meal Allowance	\$7.50	\$7.58	\$7.95	\$8.35	\$8.77
First Aid Allowance	\$16.50	\$16.67	\$17.50	\$18.37	\$19.29
Standby Drivers Allowance	\$15.00	\$15.15	\$15.90	\$16.70	\$17.50

Overnight Meal Allowance - To be increased to \$60 from 17/2/05 and shall be increased annually thereafter on the 17/2 each year by the preceding 12 month C.P.I movement.

Annual Leave Loading Calculations - As a result of the increased rates of pay as reflected above, the amounts applicable to annual leave loading, when taken, shall be as follows:

Description	Current Rate	1% Increase - First Full Pay Period on or after 17/2/05	5% Increase - First Full Pay Period on or after 01/01/06	5% Increase - First Full Pay Period on or after 17/11/06	5% Increase - First Full Pay Period on or after 01/10/07
Trainee Driver	\$763.00	\$770.60	\$809.10	\$849.60	\$892.10
Day & Afternoon Shift - 17.5%	\$133.50 p/w	\$134.85 p/w	\$141.60 p/w	\$148.70 p/w	\$156.10 p/w
Night Shift - 30%	\$228.90 p/w	\$231.20 p/w	\$242.75 p/w	\$254.90 p/w	\$267.65 p/w
Driver	\$787.00	\$794.90	\$834.60	\$876.30	\$920.10
Day & Afternoon Shift - 17.5%	\$137.70 p/w	\$139.10 p/w	\$146.05 p/w	\$153.35 p/w	\$161.00 p/w
Night Shift - 30%	\$236.10 p/w	\$238.50 p/w	\$250.40 p/w	\$262.90 p/w	\$276.05 p/w
Driver Advanced	\$812.70	\$820.80	\$861.80	\$904.90	\$950.10
Day & Afternoon Shift - 17.5%	\$142.20 p/w	\$143.65 p/w	\$150.80 p/w	\$158.35 p/w	\$166.25 p/w
Night Shift - 30%	\$243.80 p/w	\$246.25 p/w	\$258.55 p/w	\$271.50 p/w	\$285.05 p/w
Driver Trainer	\$842.70	\$851.10	\$893.70	\$938.40	\$985.30
Day & Afternoon Shift - 17.5%	\$147.50 p/w	\$148.95 p/w	\$156.40	\$164.20	\$172.40
Night Shift - 30%	\$252.80 p/w	\$255.35 p/w	\$268.10 p/w	\$281.50 p/w	\$295.60 p/w

Classification Descriptions

"Trainee Driver" means a new employee undergoing training with the company for a minimum of three months. The Trainee Driver's rate shall also apply to any employee who is specifically engaged to perform dispatching duties (other than as specified in clause 23 of the Agreement).

"Driver" means any employee who has completed their minimum three-month training period. An employee must remain on the Driver's classification for a minimum of 6 months, before becoming eligible to move the Advanced Drivers classification.

"Driver Advanced" means any employee specifically appointed as such and who has successfully moved through the Trainee Driver & Driver Classifications.

"Driver Trainer" means an employee specifically appointed as such pursuant to clause 37 of the Agreement.

APPENDIX 2

In keeping with the spirit of the Agreement, the Company is committed to full discussions prior to any action/s that may lead to the redundancy of employees.

It is further agreed, that in circumstances where any employee is to be made redundant, the company shall observe the following severance pay provisions, which have been based on those, which appear in the NSW Employment Protection Act.

Scale of Severance Pay

Length of Continuous Service	If Employee Under 45 Years of Age	If Employee 45 Years of Age or More
Less than 1 year	Nil	Nil
1 year or more but less than 2 years	4 weeks pay	5 weeks pay.
2 years & more but less than 3 years	7 weeks pay	8.75 weeks pay
3 years & more but less than 4 years	10 weeks pay	12.5 weeks pay
4 years & more but less than 5 years	12 weeks pay	15 weeks pay
5 years & more but less than 6 years	14 weeks pay	17.5 weeks pay
6 years & more	16 weeks pay	20 weeks pay

APPENDIX 3

ROSTERED DAYS OFF - ELECTION FORM

PURSUANT TO

20. Facilitative Provision - Rostered Days Off

I, (print name) declare that in the year (insert year), I wish to take &/or be paid for RDO's in lieu on the following basis:

(Please place a "tick" in the box corresponding with your choice).

Continue to be taken as time off work as a single paid RDO day on a roster basis.

Taken as time off work in blocks of a minimum of 5 paid RDO's, at times that are agreed by management.

Paid out in lieu of taking the time off.

I understand that where I elect to be paid out for RDO's in lieu, payments shall be made retrospectively as follows:

Accruals from 1 January to 30 June will be paid in the second pay week of July each year.

Accruals from 1 July to 31 December will be paid in the second pay week of January each year.

This form must be completed & returned to the company in December of each year.

Signatures

I, the above named employee have here below placed my signature in recognition of my agreement to the above election, as concerns the taking &/or payment in lieu of RDO's that accrue to my credit.

(Employee Signature)

(Dated)

This form has been authorised by:

(Manager's Signature)

(Dated)

SIGNATORIES TO AGREEMENT

SIGNED on this 30th day of July 2005 on behalf of McKey Distribution Pty Limited:

Signed

Witness

(Print Name)

(Print Name)

(Print Title)

(Print Title)

(Signature)

(Signature)

SIGNED on this day of 2005 on behalf of the Transport Workers' Union of Australia (NSW Branch):

Signed

Witness

(Print Name)

(Print Name)

(Print Title)

(Print Title)

(Signature)

(Signature)