

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/232

TITLE: McKey Distribution (Transport Workers) Raymond Terrace Agreement 2005

I.R.C. NO: IRC5/3302

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

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**NEW AGREEMENT OR
VARIATION:** Replaces EA02/242.

GAZETTAL REFERENCE: 16 September 2005

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by McKey Distribution Pty Limited, t/a McKey Distribution, located at Raymond Terrace, NSW establishment who are employed in transport and warehouse activities, duties and classifications who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award.

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

MCKEY DISTRIBUTION (TRANSPORT WORKERS) RAYMOND TERRACE AGREEMENT 2005

1. - Title

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

2. - Contents

1. Title
2. Contents
3. Definitions
4. Application of the Agreement
5. Parties Bound
6. Date and Period of Operation
7. Relationship to Parent Award
8. No Extra Claims
9. Purpose
10. Not to be used as a Precedent
11. Renegotiation of Agreement
12. Grievance & Dispute Resolution Procedure
13. Increases to Rates of Pay
14. Allowances
15. Payment of Wages
16. Salary Sacrificing
17. Income Protection Insurance
18. Productivity System
19. Overnight Allowance
20. Hours of Operation & Shift Work
21. Overtime
22. Meal Breaks
23. Rosters
24. Seven (7) Day Rostering
25. Absences from Duty
26. Facilitative Provision - Rostered Days Off
27. Facilitative Provision - Special Occasions
28. Casual Employees
29. Recording of Hours Worked
30. Work at other McKey Distribution Sites
31. Terms of Employment
32. Basic Vehicle Maintenance
33. Phoning Ahead
34. Collection of Data
35. Delivery Methods
36. Computer Literacy Training
37. Annual Leave
38. Public Holidays
39. Picnic Day
40. Sick Leave
41. Bereavement Leave
42. Jury Service, Emergency Services Leave & Defence Force Reserves Leave
43. Trade Union Training Leave, Union Recognition, Deduction Of Union Membership Fees & Site Induction
44. Redundancy
45. Licence Validity

- 46. Annual Medicals
- 47. Consultative Mechanism
- 48. Fatigue Management Protocol
- 49. Contractor Hire Protocol
- 50. Disciplinary Matters
- 51. Uniforms & Protective Clothing
- 52. Tools & Equipment
- 53. Amenities
- 54. Smoking Policy
- 55. Notice Board
- 56. Unauthorised Persons Riding on Vehicles
- 57. Limitation of Driving Hours
- 58. Protection of Employee Entitlements
- 59. Chain of Responsibility
- 60. Training (General)

Appendix 1 - Table Of Weekly Rates & Allowances

Appendix 2 - Severance Pay Scale

Appendix 3 - RDO Payment Election Form

Signatories to Agreement

3. Definitions

- 3.1 For the purposes of this Agreement, certain prescribed words shall have prescribed meanings, as follows:
 - 3.1.1 Casual employee - an employee other than a permanent or part-time employee, who is engaged by the hour.
 - 3.1.2 Double time - the employee's ordinary time hourly rate of pay, plus 100%.
 - 3.1.3 Driver - any person engaged to drive or control any type of delivery vehicle specified in this Agreement, irrespective of his/her other duties. This definition shall not exclude other duties (including delivery of goods) ordinarily performed by the driver.
 - 3.1.4 Site - shall mean the F J Walker Foods business, located at Raymond Terrace, NSW.
 - 3.1.5 Time & half - the employee's ordinary time hourly rate of pay, plus 50%.

4. Application of the Agreement

- 4.1 This Agreement shall apply at the McKey Distribution site, located at Raymond Terrace, NSW and at which the provisions of the Transport Industry - Mixed Enterprises Interim (State) Award would otherwise apply. The Agreement shall apply to those employees performing duties within the scope of the classification structure of this Agreement.
- 4.2 This Agreement shall replace the F J Walker Foods (Transport Workers) Raymond Terrace Agreement 2002 which shall be deemed to have been rescinded upon approval by the Industrial Relations Commission of NSW, of this Agreement.

5. Parties Bound

- 5.1 The parties bound by this Agreement are:
 - 5.1.1 McKey Distribution Pty Limited
 - 5.1.2 The Transport Workers' Union of Australia (NSW Branch); and

5.1.3 Those employees engaged at McKey Distribution, Raymond Terrace, in work of any of the classifications contained within this Agreement.

6. Date and Period of Operation

6.1 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 15th February 2008.

7. Relationship to Parent Award

7.1 This Agreement shall prevail over the Award to the extent of any inconsistency.

7.2 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.

7.3 Definitions - "Award" means the Transport Industry - Mixed Enterprises Interim (State) Award as varied from time to time.

8. No Extra Claims

8.1 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.

9. Purpose

9.1 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.

10. Not to Be Used as a Precedent

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

11. Renegotiation of Agreement

11.1. 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.

12. Grievance & Dispute Resolution Procedure

12.1 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 event 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.

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

13. Increases to Rates of Pay

13.1 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 15/2/2005	First full pay period on or after 1/1/2006	First full pay period on or after 15/11/2006	First full pay period on or after 1/10/2007
Wage Increase (%)	1%	5%	5%	5%

14. Allowances

14.1 An employee who is appointed by the employer to perform first aid duties, shall be paid the allowance as specified in the Table of Weekly Wage Rates & Allowances that appears as Appendix 1 to this Agreement.

14.2 Where an employee is required to work in the freezer at temperatures between -15 to -25 degrees Celsius, the employee shall be paid the allowance as specified in the Table of Weekly Wage Rates & Allowances that appears as Appendix 1 to this Agreement.

14.3 Any employee who is required to operate a forklift truck and who holds for that purpose a certificate of competency, shall be paid per day the allowance as specified in the Table of Weekly Wage Rates & Allowances that appears as Appendix 1 to this Agreement. Appropriately qualified warehouse employees shall receive this allowance regardless of the time actually spent per day, operating a forklift. Delivery drivers shall only be entitled to receive this allowance for those periods of time when they are actually employed to perform forklift-driving duties.

14.4 Allowances prescribed by this clause shall not be treated as all-purpose amounts.

15. Payment of Wages

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

16. Salary Sacrificing

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

16.2 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

17. Income Protection Insurance

17.1 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.

- 17.2 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.

18. Productivity System

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

Credit notes.

Late deliveries.

Stock shrinkage.

18.2 Time of Payments

- 18.2.1 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.

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

18.3 Calculation of Payments

- 18.3.1 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 \$6.60 movement up or down on the base payment of \$660.

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

18.4 Eligibility for Payment

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

- 18.4.2 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.

- 18.4.3 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.

- 18.5 Review of the Productivity Matrix - During the life of this Agreement discussions will take place between the parties, the objective of which shall be to review the productivity system, so as to ensure that it is appropriately aligned with the business and its needs.

- 18.6 Either party, may initiate such discussions at any time.

- 18.7 The Productivity System, as prescribed in the previous Agreement, and which is reflected in this Agreement shall continue to apply until such time as a review takes place and it is agreed that a new system should be introduced.

- 18.8 If, during the life of this Agreement, a new productivity system is agreed between the parties, it may at that time be introduced and in which case, the current system would cease to apply. Any such new system would be recorded in writing and signed by the parties in recognition of their express agreement.

19. Overnight Allowance

- 19.1 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.
- 19.2 The allowance as prescribed at 19.1 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.

20. Hours of Operation & Shift Work

- 20.1 The Raymond Terrace Distribution Centre will operate for as many hours and days per week as is necessary to meet the needs of the business and the customers.
- 20.2 While the Distribution Centre currently operates 6 days per week, provision is made within this Agreement for operations to occur over 5, 6 or 7 days, as may be necessary.
- 20.3 While the Distribution Centre currently operates on 2 shifts per day, provision is made in this Agreement for the operations to occur over 1, 2 or 3 shifts per day.
- 20.4 Hours of Work
- 20.4.1 Ordinary hours of work for permanent employees shall be 38 per week.
- 20.4.2 The span of ordinary hours for day workers shall be from 6.00am to 6.00pm. Monday to Friday inclusive.
- 20.4.3 Day workers shall work their ordinary hours in one of the following patterns, at the discretion of the company:
- 20.4.3.1 Over 5 days per week, Monday to Friday inclusive, of 7hours 36 minutes, exclusive of meal breaks.
- 20.4.3.2 Over 19 days in each 4-week cycle, of 8 hours per day (exclusive of meal breaks), Monday to Friday inclusive.
- 20.4.3.3 Over 5 days of the week, Monday to Friday inclusive, on the basis of 4 days of 8 hours plus 1 day of six hours, exclusive of meal breaks.
- 20.4.3.4 In any other method as may be agreed between the company and the employees concerned.
- 20.4.4 Employees engaged on shift work shall work their ordinary hours in one of the following patterns and at the discretion of the company and in consultation with the affected employees.
- 20.4.4.1 Over 5 days per week, Monday to Friday inclusive, of 7hours 36 minutes, exclusive of meal breaks.
- 20.4.4.2 Over 19 days in each 4-week cycle, of 8 hours per day (exclusive of meal breaks), Monday to Friday inclusive.

20.4.4.3 Over 5 days of the week, Monday to Friday inclusive, on the basis of 4 days of 8 hours plus 1 day of six hours, exclusive of meal breaks.

20.5 Definition of Shifts

20.5.1 For the purposes of this Agreement, the following definitions shall apply:

20.5.1.1 Day Shift - shall mean a shift that is worked between 6.00am and 6.00pm and where the ordinary hours of work commence after 6.00am but before 10.00am.

20.5.1.2 Afternoon shift - shall mean a shift that is worked between 10.00am and midnight and where the ordinary hours of work commence at or after 10.00am but before 4.00pm.

20.5.1.3 Night Shift - shall mean a shift that is worked between 4.00pm and 6.00am the following day.

20.6 Shift Penalties

20.6.1 Where an employee is engaged on shift work pursuant to this Agreement, the following shift penalties shall apply:

Day Shift	no penalty
Afternoon Shift	17 ½ %
Night Shift	30%

20.7 The company may alter the work patterns of employees by the giving of 7 days notice of the intention to do so.

20.8 Transfers To & From Shift Work

20.8.1 Employees may be transferred to or from shift work, either permanently or temporarily, by the employer giving the employee concerned not less than 7 days notice of such change.

20.8.2 In the case of circumstances beyond the control of the employer and which necessitate an employee moving to shift work or day work urgently, the employer may substitute the 7 days notice above, for 24 hours notice.

21. Overtime

21.1 Any time worked by an employee in excess of his/her ordinary rostered hours of work shall be overtime, paid as follows:

21.1.2 Time & half for the first 2 hours

21.1.3 Double time thereafter.

21.2 Overtime shall be calculated on a daily basis.

21.3 In the case of an early start, where an employee is required to attend for work prior to the ordinary rostered start time, overtime rates shall apply up until the ordinary start time. This provision will not apply in the case where the employer, giving the notice as required by this Agreement, has altered the employee's ordinary rostered start time.

21.4 Employees will be given equal access to overtime work.

21.5 It is a condition of this Agreement that employees may be required to work reasonable overtime to meet the needs of the business. For the purposes of this provision, reasonable overtime is defined as being a

minimum of 4 hours overtime per week, Monday to Friday and one Saturday overtime shift per month, if required.

22. Meal Breaks

22.1 Meal breaks shall be as follows:

22.1.1 Day Shift - an unpaid meal break of not less than ½ hour, to be taken at a time as agreed between the employer and employees.

22.1.2 Afternoon & Night Shift - shall be entitled to a paid crib break of 20 minutes (30 minutes if log book regulations apply). Such break is to be taken within 5 hours of the employee's commencing time.

22.2 An employee who is required to work overtime on any day, Monday to Friday inclusive, for a period of 2 hours or more after his/her normal finishing time, shall be allowed a paid crib break of 20 minutes (30 minutes if log book regulations apply). Such crib break should be taken not later than 5 hours after the employee's last break, provided that if the total time from the last break to the end of work does not exceed 4 hours 40 minutes, then a break is not required to be given and paid by the employer, or taken by the employee.

22.3 Meal Allowances

22.3.1 A meal allowance will be payable at the completion of 2 or more hours overtime, where such overtime occurs after the cessation of ordinary hours of work.

22.3.2 Notwithstanding the above, the employer will not be required to pay a meal allowance, where the employer has advised the employee of the requirement to work overtime, prior to the commencement time on the day or shift on which it was worked.

22.3.3 If the notice of a requirement to work overtime is given by the employer, but then cancelled on the day on which it was to be worked, the employer will be required to pay to the employee the meal allowance as prescribed by this clause. If the overtime is reduced to less than 2 hours, but not cancelled completely, the meal allowance shall not be payable.

22.3.4 The amount of the meal allowance shall be as specified in the table of Weekly Wage Rates & Allowances that appear as Appendix 1 to this Agreement.

23. Rosters

23.1 Shift work rosters will be posted 7 days (or a lesser period by agreement) prior to the commencement of a roster. It is agreed that the right of management to change rosters in accordance with this clause shall not be abused to the detriment of employees. Where requested by an employee, management shall have regard to the effect that such short notice roster changes would have on the employee's personal circumstances.

Where a shift roster is changed at short notice by the employer, in accordance with this provision, the employer must ensure that affected employees are aware of the changes. This is not intended to diminish the overriding responsibility of employees to ensure that they make themselves aware of their roster obligations. In the case of a need to change a roster because of circumstances outside of the control of the company, 24 hours notice of such roster change may be given, in lieu of the 7 days.

23.2 Where it is not possible to give the 24 hours notice as prescribed above and thus necessitating an early start by the employees concerned, then the employee will be paid at overtime rates until the commencement of their ordinary rostered hours, prior to the change.

- 23.3 Rosters may include the requirement to work on public holidays. If an employee has been rostered to work on a public holiday, then such employee is expected to attend for work as normal. Work on such public holidays shall be paid at the appropriate penalty rates as prescribed by this Agreement.
- 23.4 Facilitative Provision - Changes to Rostered Saturday Work and the Use of Agency Casuals - Where a roster is in place with respect to the matter of Saturday overtime, the following facilitative provisions shall apply:
- 23.4.1 Any employee who is rostered to work on a Saturday, and is unable to for personal reasons, may make arrangements with a work colleague to work in their place. No employee is to be placed into a situation where they are covering a Saturday work roster for a colleague, under duress.
- 23.4.2 If an employee is unable to reach agreement with a work colleague in accordance with the above subclause, the employee concerned may then advise management. Management will then make enquiries as to the availability of an experienced agency casual to work on the Saturday rostered shift.
- 23.4.3 If neither of the above options results in a situation where an alternative person is available to work the Saturday roster, the employee who was originally rostered to work on the day, shall be required to work.
- 23.5 It is accepted by the parties that whilst this provision is intended to provide a level of flexibility in relation to rostered Saturday work, any changes made in accordance with the clause should be consistent with the following objectives:
- 23.5.1 That all work is covered and completed.
- 23.5.2 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.
- 23.5.3 That the effect of any such changes are cost neutral on the company.
- 23.5.4 That no employee is put under duress by a work colleague to change rostered shifts.

24. Seven (7) Day Rostering

- 24.1 The parties acknowledge that as the Company's business expands, it may become necessary to introduce a seven (7) day rostering system. Accordingly, the Union and employees give a commitment that should the necessity to introduce seven (7) day rostering arise, they shall consult with the Company in a positive manner and that agreement in relation to such issues shall not be unreasonably withheld. In relation to such discussions, the parties have recognised that it will be necessary to have regard to a number of issues including:
- 24.1.1 The family and personal circumstances of employees.
- 24.1.2 The effect on employee lifestyles of seven-day rostering.
- 24.1.3 Matters related to majority employee agreement.

25. Absences from Duty

- 25.1 Where an employee is absent from duty (other than on approved paid leave), he/she shall for each day so absent, lose average pay for each such day calculated by dividing the weekly ordinary time wage rate by the normal number of ordinary time days worked.
- 25.2 An employee who is absent for part of a day shall lose the average ordinary time pay, for each hour or part thereof that he/she is so absent, calculated by dividing the weekly ordinary time rate by 38.

- 25.3 An employee who is absent from duty in accordance with this clause will not accrue an entitlement to Rostered Time/Days Off, for such period of absence. As such, where an employee takes a period of rostered time off, following a period of unauthorised absence, the payment for such rostered time off shall be reduced by the equivalent time for which accruals were suspended under this clause.

26. Facilitative Provision - Rostered Days Off

- 26.1 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:

26.1.1 Taken as time off work as a single paid RDO day on a roster basis.

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

26.1.3 Paid out in lieu of taking the time off.

- 26.2 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.

- 26.3 Where an employee elects to be paid out their RDO's in lieu, in accordance with paragraph 26.1.3 above, the following shall apply:

26.3.1 Pay-out of RDO's in lieu, shall be at the sole discretion and election of the employee concerned.

26.3.2 Each employee may be paid out a maximum of 12 accumulated RDO's per year.

26.3.3 RDO's shall be paid out at ordinary time rates of pay.

26.4 Payment of accumulated RDO's shall be made retrospectively, as follows:

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

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

- 26.5 The Agreement to this provision shall not be used as a precedent with respect to the issue of the 38-hour week.

- 26.6 Subject to the qualifications prescribed below, an employee may swap the day on which they are scheduled to be rostered off on an RDO, with another employee.

- 26.7 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:

26.7.1 That all work is covered and completed.

26.7.2 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.

26.7.3 That the effect of any such changes are cost neutral on the company.

26.7.4 That no employee is put under duress by a work colleague to change the day on which they take their RDO.

- 26.7.5 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.

27. Facilitative Provision - Special Occasions

- 27.1 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 production, delivery and business requirements are not affected.
- 27.2 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.

28. Casual Employees

- 28.1 A casual employee is an employee who has been specifically employed as such.
- 28.2 Such employees shall be employed by the hour and shall be advised at the completion of work on each day, as to whether they will be required on the next day.
- 28.3 A casual employee shall be paid for ordinary hours of work at the rate of 1/38th of the appropriate weekly rate as prescribed by this Agreement, for the work they are performing, plus a loading of 15% paid in respect of each ordinary hour of work. Such loading shall be in lieu of the entitlement to sick leave, public holidays, jury leave and bereavement leave.
- 28.4 In addition to the loading prescribed above, casual employees shall be paid an additional 1/12th (8.3%) loading, in respect of each ordinary hour worked, as a payment in recognition of accumulated annual leave entitlements.
- 28.5 A casual employee shall be engaged and/or paid on the basis of a minimum engagement of 4 hours, on each day that they are required for work.
- 28.6 Where casual employees are required to work overtime, payment will be made at the same time & half or double time rates, as applicable to permanent employees.
- 28.7 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.

29. Recording of Hours Worked

- 29.1 Employees are required to sign on or key on when beginning work and to sign off or key off when leaving work.
- 29.2 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.

30. Work at Other McKey Distribution Sites

- 30.1 It is agreed that from time to time the employees from other McKey Distribution sites may be required to make deliveries to the Raymond Terrace site and that employees who are normally based at the Raymond Terrace site may be required to make deliveries to other McKey Distribution sites.

- 30.2 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.
- 30.3 Any McKey Distribution employee from another site, who is required to make deliveries to the Raymond Terrace site, will be paid the rates and allowances applicable to the Agreement and/or award under which he/she is normally employed.

31. Terms of Employment

- 31.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the classification structure of this Agreement. Provided, that such duties are not designed to promote de-skilling.
- 31.2 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.
- 31.3 The employment of a weekly or part-time employee may be terminated by the giving of one weeks notice by either party, or by the payment by the employer, or forfeiture of the employee, of a week's pay in lieu thereof. This provision shall not affect the right of the employer to dismiss an employee without notice or pay in lieu thereof, in the case of an employee who is guilty of misconduct.
- 31.4 An employee with more than 2 months of employment, will upon leaving or being discharged from employment, upon request be given a certificate of service. Such certificate of service shall at least contain information as to the length and nature of the employee's employment with the company.
- 31.5 An employee upon accepting an offer of employment with the company will do so on the basis of the acceptance of an initial 3-month trial/probationary period.

32. Basic Vehicle Maintenance

- 32.1 It is agreed that the Company may direct drivers to perform duties associated with basic vehicle maintenance. Indicative tasks are changing tyres on the company's premises, inspecting tyres for wear, changing globes, checking oil, water and other fluids, washing vehicles etc.

33. Phoning Ahead

- 33.1 Drivers shall be required to phone the store to which they are delivery to, upon approach, so as to advise the store management of the expected arrival time of their delivery.

34. Collection of Data

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

35. Delivery Methods

- 35.1 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.

36. Computer Literacy Training

- 36.1 It is agreed that the Company will provide employees with appropriate training related to computer literacy skills that are required in the performance of their duties.

37. Annual Leave

- 37.1 Annual leave entitlements shall accrue, be taken and paid for, in accordance with the requirements of the *Annual Holidays Act 1944* (NSW).
- 37.2 Annual Leave Loading
- 37.2.1 In addition to payment for a period of annual leave, employees shall be entitled to be paid a loading of 25% of the ordinary time rate, for the period of annual leave taken.
- 37.2.2 The loading prescribed by this clause shall be paid in lieu of any shift loadings or weekend ordinary time penalties that may have otherwise applied.
- 37.3 Unless the employer and employee agree to the contrary, annual leave shall be taken in two separate periods, per annum.

38. Public Holidays

- 38.1 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.

- 38.2 It is further agreed that where Newcastle Show Day and/or Maitland Show Day are gazetted by the NSW Government as public holidays for the locality or district, then such days shall be observed as public holidays, and paid as such, for the purposes of this Agreement. Provided that an employee shall be entitled to payment for one of the days only, and provided that the employee has been rostered to work on such day. Each employee shall nominate at the beginning of each calendar year, but no later than the last day of January, which day the employee wishes to nominate as his or her show day. If a day so nominated by an employee is not gazetted, then the employee shall not be entitled to public holiday payment with respect to such day.
- 38.3 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.
- 38.3.1 All employees will be paid 8 hours ordinary time pay (including the normal shift penalty), for each public holiday prescribed by this Agreement. There shall be a 24-minute accrual towards RDO's for each public holiday that is paid.

38.3.2 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.

38.4 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.

38.5 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.

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

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

39. Picnic Day

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

39.2 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.

40. Sick Leave

40.1 An employee, other than a casual employee, with not less than 3 months continuous service with the company, who is absent from work by reason of personal illness or injury, not being an illness or injury arising from the employees misconduct or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of ordinary time pay. Such leave will only be paid after 3 months continuous service. Provided that an employee who has taken sick leave in the 3 month period will be reimbursed at the end of that period, subject to the following conditions and limitations.

40.2 The employee shall, unless it is not reasonably practicable to do so (proof whereof will be on the employee by the provision of a doctors certificate or other evidence acceptable to the employer), before his/her starting time on the first day of absence, inform the employer of his/her inability to attend for duty, and as far as is practicable state the nature of the illness or injury and the expected duration of the absence.

40.3 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.

40.4 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.

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

40.6 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.

- 40.7 An employee shall, upon completion of 3 months continuous service, be entitled immediately to leave up to five days of ordinary working time for the duration of the first year, or noting the potential for varied shift lengths, the equivalent of 5 days ordinary time at an average of 38 hours per week.
- 40.8 In the second and subsequent years of employment, the sick leave entitlements shall be a maximum of 10 days per year, or the equivalent of 10 days averaging 38 hours per week of ordinary working time.
- 40.9 The rights to sick leave under this clause shall accumulate from year to year, so long as the employment of the employee continues, so that any part of the leave entitlement that has not been taken in and claimed in one year, may be claimed and taken in a subsequent year, subject to the conditions prescribed by this clause relating to the taking of such leave.
- 40.10 If a public holiday falls during a period of absence of an employee due to illness, then such public holiday shall not be counted and paid as sick leave, unless the person was rostered to work on that public holiday.
- 40.11 Accumulated sick leave that stood to the credit of an employee at the time of the commencement of this Agreement shall not be reduced or affected by the operation of this clause.
- 40.12 Where an employee is sick or injured on a day which does not form part of the employee's ordinary rostered hours, then the employee shall not be entitled to be paid sick leave for such period, nor shall his/her sick pay entitlement be reduced as a result of the sickness or injury on that day.
- 40.13 For the purposes of this clause, "year" shall mean a period of 12 months of employment, beginning on his/her commencement date or anniversary date of employment, and finishing on the same date 12 months thereafter.

41. Bereavement Leave

- 41.1 A permanent employee shall be entitled to a maximum of two days leave, without loss of ordinary time pay, upon the death in Australia of the employee's husband, wife, father, mother, brother sister, child, step-child or parents-in-law.
- 41.2 A permanent employee shall be entitled to a maximum of two days leave, without loss of ordinary time pay, upon the death outside of Australia of the employee's husband, wife, father or mother and where the employee travels outside of Australia to attend the funeral.
- 41.3 For the purpose of this clause, the words "wife" and "husband" shall include a de facto wife or husband, but shall not include a wife or husband from whom the person is separated or divorced. The words "mother" and "father" shall also include foster father or mother and stepfather or mother.
- 41.4 In circumstances where an employee claims the leave under this clause, the employer may require the employee to substantiate the grounds upon which such leave is claimed.
- 41.5 Where an employee would otherwise become entitled to bereavement leave on a day which does not form part of the employee's ordinary rostered hours, then the employee shall not be entitled to the bereavement leave for such period.

42. Jury Service, Emergency Services Leave & Defence Force Reserves Leave

- 42.1 Jury Service - An employee who is required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wages he/she would have otherwise received in respect of the ordinary time that he/she would have worked but for attendance at jury service.
- 42.2 The employee shall notify the employer, as soon as is possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give to the employer proof of his/her attendance, the duration of such attendance and the amount of payment received in respect of such jury service.

- 42.3 Where the day or days upon which an employee is required to attend jury service coincide with time that the employee has not been rostered to work, such rostered time off shall be deemed to have been taken in accordance with the roster and the employer shall not be required to make any payments to the employee, under this clause, with respect to such time.
- 42.4 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:
- 42.4.1 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.
- 42.4.2 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.
- 42.4.3 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 such emergency service duty.
- 42.4.4 Emergency Services Organisation shall mean:
- 42.4.4.1 Volunteer Bush Fire Brigade.
- 42.4.4.2 State Emergency Service (S.E.S)
- 42.4.4.3 Volunteer Emergency Rescue Service.
- 42.5 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:
- 42.5.1 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.
- 42.5.2 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.
- 42.5.3 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.
- 42.6 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.
- 42.7 For the purpose of this provision, the term "working day" shall mean a rostered ordinary working day.
- 42.8 For the purposes of this provision, the term "year" shall mean calendar year.

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

Trade Union Training Leave

- 43.1 It is agreed that the Company shall release eligible employees to attend Trade Union Training, subject to the following qualifications.
- 43.2 The right to such leave shall be limited to no more than two employees in any one calendar year.
- 43.3 Only duly elected site union delegates shall be eligible to request such leave.
- 43.4 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.
- 43.5 The Company shall pay to each delegate, for their period of absence, an amount of wages that is equivalent to their ordinary time earnings.
- 43.6 The Company will not be responsible for any costs that are associated with the attendance of a delegate at such training.
- 43.7 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.
- 43.8 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.
- 43.9 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.

Union Recognition

- 43.10 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.
- 43.11 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.
- 43.12 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.
- 43.13 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.
- 43.14 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.

Deduction of Union Membership Fees

- 43.15 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:
 - 43.15.1 The transport worker has authorised the company to make such deductions in accordance with subclause 43.16 herein;

- 43.15.2 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
- 43.15.3 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.
- 43.16 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.
- 43.17 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.
- 43.18 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.
- 43.19 A transport worker may at any time revoke, in writing, an authorisation to the company to make payroll deductions of Union membership fees.
- 43.20 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.

Site Induction

- 43.21 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:
- 43.21.1 Such process shall be included as an element of the established new employee induction program.
- 43.21.2 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.

44. - Redundancy

- 44.1 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), as may be amended, in any circumstances which may give rise to employees being made redundant.

45. Licence Validity

- 45.1 All employees who are required to hold a heavy 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.

46. Annual Medicals

- 46.1 It shall be the right of the Company to request that all employees undergo a full annual medical assessment. The Company shall bear the costs associated with such assessment. In circumstances where the results of such a medical assessment raise questions as to the fitness of an employee to perform the work for which they are employed, it shall be the right of the employee to request that an

independent medical assessment be carried out by a specialist medical practitioner. If such specialist opinion were to be sought, the costs will be borne by the company.

- 46.2 It is agreed that an employee shall receive at least 4 weeks notice of the requirement for them to attend a medical assessment.
- 46.3 The parties further agree that in circumstances where an employee fails a medical assessment, regard will be had to the following issues:
 - 46.3.1 The reasons for such failure and whether such reasons would preclude the employee from continuing to perform their duties in a safe manner.
 - 46.3.2 Whether treatment is available which would enable the employee to continue to perform their duties in a safe manner.
 - 46.3.3 Whether it is possible to reclassify the employee into an alternative position within the company, the duties for which the employee could perform safely, having regard to the medical condition.

47. Consultative Mechanism

- 47.1 The company and the employees shall establish a Joint Consultative Committee (JCC) and associated procedures that is appropriate to the size, structure and needs of the site.
- 47.2 This committee shall discuss and consider issues affecting the efficiency and productivity of the business.
- 47.3 The JCC shall meet on a monthly basis, or on an alternative level of frequency, as determined appropriate by the members.
- 47.4 The JCC shall be comprised of 2 employer and 2 employee representatives.

48. Fatigue Management Protocol

- 48.1 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.
- 48.2 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.

49. Contractor Protocol

- 49.1 The Company agrees that it shall consult with the employees and Union with respect to the establishment of a contractor protocol.

50. Disciplinary Matters

- 50.1 In circumstances where the discipline of an employee is warranted, the matter shall be managed in accordance with the company's established disciplinary procedure & policy.

51. Uniforms & Protective Clothing

- 51.1 Where the employee is required by the employer to wear a distinctive uniform, the same shall be provided by the employer, free of cost to the employee.
- 51.2 The employer shall provide rubber gloves, gumboots and a waterproof coat/apron, free of cost, for use at work by an employee who is required to wash vehicles.
- 51.3 The clothing provided in this clause shall be renewed when reasonably necessary. It shall only be worn when the employee is engaged on work for the employer and shall remain the property of the employer and returned to the employer, upon demand and in such a condition as is consistent with normal wear and tear. The employer may require an employee, to sign a receipt upon the employee being issued with such clothing.
- 51.4 Each employee shall be entitled to an initial allocation of 6 sets of uniform, as follows:
- 6 pairs of trousers or shorts.
 - 6 long or short sleeve shirts.
 - 1 jumper or jacket
- 51.5 All clothing will be replaced as necessary and on the basis of normal wear and tear.

52. Tools & Equipment

- 52.1 The employer shall provide and maintain all necessary tools, ropes and packing.

53. Amenities

- 53.1 The employer shall provide the following facilities for the use of employees:
- 53.1.1 Dressing rooms with adequate washing facilities, including showers with hot & cold water.
 - 53.1.2 Lockable lockers. Employees shall secure all personal belongings in the lockers so provided.
 - 53.1.3 Where employees are required to partake of meals, on site, a meal room with adequate tables and seating, facilities for boiling water and heating food.
 - 53.1.4 Lavatory facilities.

54. Smoking Policy

- 54.1 The Raymond Terrace site shall be considered as being a Non Smoking site. Accordingly, no smoking shall be permitted in any areas on the site.
- 54.2 Smoking in company vehicles shall not be permitted. Employees who are performing deliveries to stores are permitted to stop for a smoke break, provided that such privilege is not abused.

55. Notice Board

- 55.1 A notice board will be provided for the display of material provided by the Company and the Union.

56. Unauthorised Persons Riding on Vehicles

- 56.1 An employee shall not permit any unauthorized person to accompany him/her in a company vehicle and shall not permit such persons to assist in the delivery of goods, wares, merchandise or material unless such person is engaged as an employee of the company.
- 56.2 Authorised person shall mean such persons who are authorized by the Site Manager, prior to any proposed journey. No other person will be considered as being an authorized person.

57. Limitation of Driving Hours

- 57.1 The relevant Motor Traffic Act & Regulations shall apply.

58. Protection of Employee Entitlements

- 58.1 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:
 - 58.1.1 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.
 - 58.1.2 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.
- 58.2 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."

59. Chain of Responsibility

- 59.1 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.
- 59.2 The records referred to in this clause, 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).
- 59.3 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).
- 59.4 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:
 - 59.4.1 The name & address of the person or company to whom work is contracted.
 - 59.4.2 The date on which contracted work was performed.

- 59.4.3 The type of contracted work that was performed.
- 59.4.4 The names of the persons who actually performed the work (if different from the actual contractor).
- 59.5 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.

60. Training (General)

- 60.1 In recognition of the importance placed on the development of skills and knowledge, the Joint Consultative Committee (JCC) shall periodically review all aspects of training and development within the workplace which is covered by this Agreement.
- 60.2 When reviewing training and development matters, the JCC shall have regard to the following types of issues:
 - 60.2.1 Ensuring that training and development continues to be given a high level of importance.
 - 60.2.2 Monitor current training initiatives to ensure effectiveness and relevance.
 - 60.2.3 Ensure equal access is available for all employees to training.
 - 60.2.4 Where considered necessary by the JCC, introduce relevant training plans.
 - 60.2.5 Identify obstacles to effective training and develop strategies to overcome such obstacles.
 - 60.2.6 Review task descriptions to ensure that they reflect current operational requirements.
- 60.3 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. 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.
- 60.4 Designated Trainers- the following shall apply with regards to designated trainers:
 - 60.4.1 At least 1 employee shall be appointed as the designated trainer and assessor.
 - 60.4.2 All designated trainers and assessors must be Certificate IV - Trainer & Assessment qualified.
 - 60.4.3 "Buddy" Training" will be permissible provided that the "Buddy" has previously been assessed as competent in the job concerned (for which they are providing training). It will be a requirement of the training process that all employees must spend time working beside a buddy trainer 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 trainer 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.
 - 60.4.4 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.
 - 60.4.5 A designated trainer and assessor must be flexible enough to move between shifts for training & assessment purposes.

- 60.4.6 No training assessment shall be deemed as being complete until it has been signed off by the relevant supervisor and/or manager.
- 60.5 Progression Through Grades -The timetable for progression through the grades shall be in accordance with the Classification Descriptions as prescribed by Appendix 1 of this Agreement. In establishing this timetable, the parties acknowledge the following points:
- 60.5.1 The time frames as set out in Appendix 1 are indicative only.
- 60.5.2 Where an employee is absent from work, for any reason, for a period of 1 consecutive week or more, such period may be added to the indicative time frame which is applicable to the grade in which the employee is currently receiving training.
- 60.5.3 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.
- 60.6 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:
- 60.6.1 The commencement of employment date.
- 60.6.2 The position held by the employee as at the date of cessation of employment
- 60.6.3 Tasks in which the employee had been formally assessed as being competent during the period of employment."

APPENDIX 1

Schedule of Weekly Rates

Description	Current Rate	1% Increase - First Full Pay Period on or or after 15/2/05	5% Increase - First Full Pay Period on or fter 01/01/06	5% Increase - First Full Pay Period on or after 15/11/06	5% Increase - First Full Pay Period on or after 01/10/07
Level 1-1(a) - Transport Worker	\$604.70	\$610.70	\$641.20	\$673.30	\$707.00
Level 1-1(b)- Transport Worker	\$647.80	\$654.30	\$687.00	\$721.40	\$757.50
Level 1-1(c)- Transport Worker	\$687.80	\$694.70	\$729.40	\$765.90	\$804.20
Level 2 - Trainee Driver	\$727.70	\$735.00	\$771.80	\$810.40	\$850.90
Level 3 - Driver	\$812.70	\$820.80	\$861.80	\$904.90	\$950.10
Level 4 - Leading Hand	\$878.10	\$886.90	\$931.20	\$977.80	\$1,026.70

Schedule of 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 (per meal)	\$9.40	\$9.49	\$9.97	\$10.47	\$10.99
First Aid Allowance (per week)	\$18.30	\$18.48	\$19.41	\$20.38	\$21.40
Freezer Allowance (per hour)	\$1.37	\$1.38	\$1.45	\$1.53	\$1.60
Forklift Allowance (per day)	\$4.90	\$4.95	\$5.20	\$5.46	\$5.73

Classification Descriptions

"Level 1-1(a) Transport Worker" means a new employee undergoing training with the company for a minimum of three months.

"Level 1-1(b) Transport Worker" means any employee who has completed their minimum three-month training period. An employee must remain on this classification for a minimum of 3 months, before becoming eligible to move the level 1-1(c) Transport Worker classification.

"Level 1-1(c) Transport Worker" means any employee who has completed their minimum three-month period at the Level 1-1 (b) classification. An employee must remain on this classification for a minimum of 3 months, before becoming eligible to move to the Trainee Driver classification.

"Level 2 Transport Worker - Trainee Driver" means any employee who has completed their minimum three-month period at the Level 1-1 (c) classification and who is being trained as a delivery driver. An employee must remain on this classification for a minimum of 1 month, before becoming eligible to move the Driver classification.

"Level 3 Transport Worker - Driver" means any employee who has completed their minimum one-month period at the Level 2 -Trainee Driver classification.

"Level 4 Transport Worker - Leading Hand" means any employee who has been specifically appointed to perform the duties of a Leading Hand.

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 TOCLAUSE 26 - 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 27th day of June 2005, on behalf of McKey Distribution Pty Limited.

Signed

Witness

(Print Name)

(Print Name)

(Print Title)

(Print Title)

(Signature)

(Signature)

SIGNED on this 22nd day of June 2005, on behalf of the Transport Workers' Union of Australia (NSW Branch):

Signed

Witness

(Print Name)

(Print Name)

(Print Title)

(Print Title)

(Signature)

(Signature)