

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/246

**TITLE:** F.J. Walker Foods (Transport Workers) Blacktown Agreement 2002

**I.R.C. NO:** IRC02/3074

**DATE APPROVED/COMMENCEMENT:** 27 June 2002/17 February 2002

**TERM:** 17 February 2005

**NEW/VARIATION/REPLACEMENT:** Replaces EA98/293

**GAZETTAL REFERENCE:** 9 August 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 17

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees of F.J. Walker Foods, a division of Australian Meat Holdings Pty Ltd, at their Blacktown site, that fall within the coverage of the F.J. Walker Foods (Transport Workers) Blacktown Consolidated Award 2000

**PARTIES:** F. J. Walker Foods a division of Australia Meat Holdings Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch



**FJ Walker Foods**  
**(Transport Workers)**  
**Blacktown**  
**Agreement 2002.**



**CLAUSE 1 - TITLE**

1.1 This Agreement shall be referred to as the FJ Walker Foods (Transport Workers) Blacktown Agreement 2002.

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### **CLAUSE 3 - APPLICATION OF THE AGREEMENT**

- 3.1 This Agreement shall apply at the FJ Walker Foods 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 Enterprise Agreement 1998 and the FJ Walker Foods (Blacktown)-TWU-Heads of Agreement 2000.

### **CLAUSE 4 - PARTIES BOUND**

4.1 The parties bound by this Agreement are:

4.1.1 F J Walker Foods, a Division of Australia Meat Holdings 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.

### **CLAUSE 5 - DATE AND PERIOD OF OPERATION**

5.1 This Agreement will apply from the beginning of the first pay period to commence on or after the 17<sup>th</sup> February 2002 and shall remain in force thereafter for a period of three (3) years.

### **CLAUSE 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.

**CLAUSE 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.

**CLAUSE 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 2002 enterprise bargaining process.

**CLAUSE 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.

**CLAUSE 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.

**CLAUSE 11 – GREIVANCE & 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.

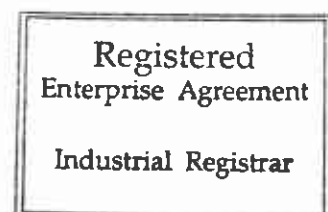
**Step 3**

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.



**CLAUSE 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 17/2/2003 | First full pay period on or after 17/2/2004 | First full pay period on or after 17/2/2005 |
|--------------------------|---|---|---|
| <b>Wage Increase (%)</b> | 4%  | 4%  | 4%  |

**CLAUSE 13 – PAYMENT OF WAGES**

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

**CLAUSE 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

**CLAUSE 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.

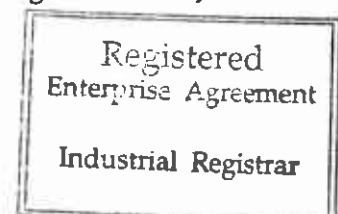
**CLAUSE 16 – PRODUCTIVITY SYSTEM**

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.

## CLAUSE 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 a living away from home allowance of \$32.50 for each evening meal which is applicable to the overnight stay and \$17.50 for each breakfast which is applicable to the overnight stay. These allowances are 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 It is noted that the allowances prescribed above include an amount in recognition of the increases that shall flow through to such expenses, as a result of the introduction of the GST.

## CLAUSE 18 - ROSTER FLEXIBILITY

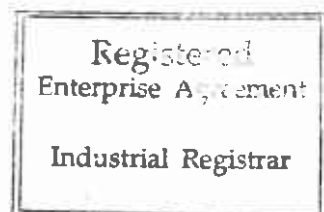
18.1 The parties commit to the establishment of a Joint Consultative Committee (JCC) comprised of both management and employee representatives for the purpose of evaluating current driver rosters.

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.



**CLAUSE 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 production, 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.

**CLAUSE 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.
- 20.2 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.

**CLAUSE 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.

**CLAUSE 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 \$15.00 per standby. 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.

**CLAUSE 23 - INCLUSION OF DISPATCHERS IN DRIVERS ROSTER**

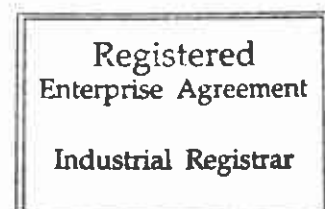
- 23.1 Any persons who are employed by the company, specifically as dispatchers, after the 17/2/2000, may be included in the drivers roster for the purpose of covering regular drivers who are otherwise absent from work due to annual leave, RDO's, long service leave, sick leave etc. Any employee, who 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.

**CLAUSE 24 – WORK AT OTHER FJ WALKER FOODS SITES**

- 24.1 It is agreed that from time to time employees who are normally engaged at the Blacktown site of FJ Walker Foods may be required to make deliveries to other FJ Walker Foods 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.

**CLAUSE 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.



### **CLAUSE 26 – COLLECTION OF DATA**

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

### **CLAUSE 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.

### **CLAUSE 28 – USE OF ANNUAL LEAVE AND RDO'S TO COVER PERIODS OF ILLNESS**

28.1 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:

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

28.1.2 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.

28.1.3 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."

#### **28.1 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 (ie 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.

### **CLAUSE 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.

### **CLAUSE 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

|  |
|--|
| Registered<br>Enterprise Agreement<br><br>Industrial Registrar |
|--|

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.

### **CLAUSE 31 – PICNIC DAY**

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

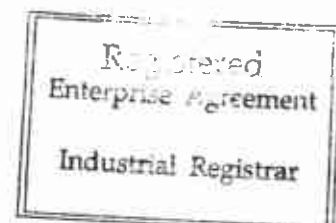
31.2 In addition to all other payments that are due to them, employees shall be paid an additional one day's pay, at ordinary time rates, in the pay period in which Picnic Day falls.

### **CLAUSE 32 - TRADE UNION TRAINING LEAVE**

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.

**CLAUSE 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.

**CLAUSE 34 – LICENCE VALIDITY**

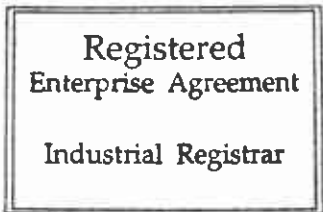
- 34.1 All employees who are required to hold a 5B vehicle licence as a minimum requirement to complete their work, are to provide authorisation for a validity check of the licence with the RTA (or other appropriate body), annually and at any other time required by the company. The company shall meet the cost of the licence validity check, where the company has requested such check.

**CLAUSE 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.

**CLAUSE 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 or ordinary time and/or overtime, depending upon whether the training occurs within the employee's ordinary hours of work or not.

**CLAUSE 37 – DRIVER TRAINERS**

37.1 The company may employ up to 3 Driver Trainers at any time.

**CLAUSE 38 – TRAINING OF CASUAL DRIVERS**

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.

**CLAUSE 39 - FATIGUE MANAGEMENT PROTOCOL**

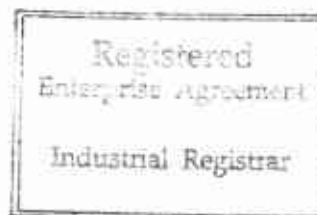
39.1 The parties acknowledge that fatigue management is an important occupational health and safety issue. Accordingly, the parties commit to a process of consultation, the purpose of which will be to develop a fatigue management protocol. It will be the objective of this protocol to create a system 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.

**CLAUSE 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.

**CLAUSE 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.



**APPENDIX 1**

**Schedule of Weekly Rates**

| <b>Description</b> | <b>Current Rate</b> | <b>4% Increase<br/>First Pay Period<br/>On or After<br/>17/2/2003</b> | <b>4% Increase<br/>First Pay Period<br/>On or After<br/>17/2/2004</b> | <b>4% Increase<br/>First Pay Period<br/>On or After<br/>17/2/2005</b> |
|--------------------|---------------------|---|---|---|
| Trainee Driver     | \$678.40            | \$705.50  | \$733.70  | \$763.00  |
| Driver             | \$699.60            | \$727.60  | \$756.70  | \$787.00  |
| Driver Advanced    | \$722.40            | \$751.30  | \$781.40  | \$812.70  |
| Driver Trainer     | \$749.10            | \$779.10  | \$810.30  | \$842.70  |

**Schedule of Work Related Allowances**

| <b>Description</b>     | <b>Current Rate</b> | <b>4% Increase<br/>First Pay Period<br/>On or After<br/>17/2/2003</b> | <b>4% Increase<br/>First Pay Period<br/>On or After<br/>17/2/2004</b> | <b>4% Increase<br/>First Pay Period<br/>On or After<br/>17/2/2005</b> |
|------------------------|---------------------|---|---|---|
| Meal Allowance         | \$6.60              | \$6.90  | \$7.20  | \$7.50  |
| First Aid<br>Allowance | \$14.67             | \$15.25   | \$15.86   | \$16.50   |

|  |
|--|
| <p><b>Registered<br/>Enterprise Agreement<br/>Industrial Registrar</b></p> |
|--|

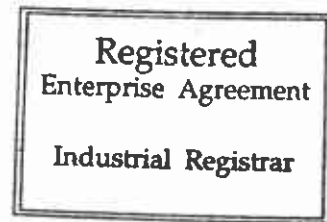
### **Classification Descriptions**

***“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.

***“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**

| <b><u>Length of Continuous Service</u></b> | <b>If Employee Under 45 Years of Age.</b> | <b>If Employee 45 Years of Age or More</b> |
|--|---|--|
| 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**  
**CLAUSE 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 27<sup>th</sup> day of MAY 2002, on behalf of Australia Meat Holdings Pty Limited (Prepared Foods Division), trading as FJ Walker Foods:

Signed

Witness

D. TOWNSON  
(Print Name)

NEVILLE ROWE  
(Print Name)

OPS MANAGER  
(Print Title)

HUMAN RESOURCES MANAGER  
(Print Title)

[Signature]  
(Signature)

[Signature]  
(Signature)

SIGNED on this 24<sup>th</sup> day of MAY 2002, on behalf of the Transport Workers' Union of Australia (NSW Branch):

Signed

Witness

A. Sheldon  
(Print Name)

WAYNE FERRO  
(Print Name)

State Secretary  
(Print Title)

SECRETARY SINDY SUB BRANCH  
(Print Title)

[Signature]  
(Signature)

[Signature]  
(Signature)

