

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/29

TITLE: Arnott's Biscuits Limited - Sydney Metropolitan Drivers Enterprise Agreement 2003

I.R.C. NO: IRC3/312

DATE APPROVED/COMMENCEMENT: 12 February 2003

TERM: 05 February 2005

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/198

GAZETTAL REFERENCE: 14 March 2003

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Arnott's Biscuits Limited, engaged in NSW Metropolitan deliveries, who operate from the company's customer service centre at 25 Brabham Drive, Huntingwood, who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award and Transport Industry - Redundancy (State) Award

PARTIES: Arnott's Biscuits Limited -&- the Transport Workers' Union of New South Wales



ARNOTT'S BISCUITS LIMITED
SYDNEY METROPOLITAN DRIVERS
ENTERPRISE AGREEMENT 2003

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PART 1 APPLICATION AND OPERATION OF AGREEMENT

1. AIMS AND OBJECTIVES OF THE PARTIES



The Industry

The objective of the parties in making this Agreement is to address the particular demands and requirements of the transport and distribution focus of Arnott's Biscuits Limited. The parties recognise that Arnott's competes in a global food market, and it is fundamental to the current and future success of the Company that the parties develop and implement flexible and quality driven work practices that allow it to effectively compete in the domestic and export food market.

2. TITLE

This Agreement shall be known as the "Arnott's Biscuits Limited – Sydney Metropolitan Drivers Enterprise Agreement 2003".

3. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- Arnott's Biscuits Limited ('the Company'), 11 George Street, Homebush NSW 2140; and
- All drivers and schedulers employed by the Company engaged in NSW metropolitan deliveries, who operate from the Company's Customer Service Centre at 25 Brabham Drive, Huntingwood, within the classification structure as set out in clause 16 of this Agreement.
- Transport Workers Union of Australia NSW Branch

4. PERIOD OF OPERATION

The Agreement shall operate from registration and expire 5 February 2005.

5. RELATIONSHIP WITH PARENT AWARD

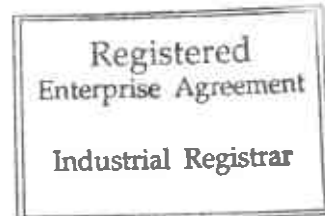
This Agreement shall replace the *Transport Industry – Mixed Enterprises (State) Award* and the *Transport Industry – Redundancy (State) Award*, both being Awards of the Industrial Relations Commission of New South Wales, where there is inconsistency between this Agreement and the parent awards.

This Agreement shall replace all previous agreements and arrangements made between the parties.

6. NO EXTRA CLAIMS COMMITMENT

During the period of operation of this Agreement, no extra claims for rates of pay or any other terms and conditions of employment shall be made by the parties to this Agreement.

In addition, this agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.



PART 2 EMPLOYMENT ARRANGEMENTS AND RELATIONSHIPS

7. PROBATIONARY EMPLOYMENT

The employment of all new permanent drivers covered by this Agreement is subject to the satisfactory completion of a three-month probationary period. The probation period shall begin on the driver's first day of work.

- 7.1 Where the driver is absent from work during any part of the probation period, the Company may at its discretion extend the probation period, by up to and no more than the length of the driver's absence. Prior to the end of the original probation period, the driver shall be advised in writing of any such decision to extend the probation period.
- 7.2 The Company may terminate the employment of a driver during this period by giving the driver one-week's notice or payment in lieu. This does not diminish the right of the Company to terminate a driver's employment for serious misconduct.

8. STATUS OF EMPLOYMENT

Drivers shall be engaged on the following basis:



8.1 Permanent Drivers

Drivers will be engaged and paid by the week, either on a full-time or part-time basis for all purposes of this Agreement.

8.2 Full-time Work

A driver not specifically engaged on a part-time or casual basis is for all purposes of this Agreement a full-time driver.

8.3 Part-time Work

8.3.1 A driver may be engaged on a part-time basis. A part-time driver shall mean a weekly driver engaged to work regular hours, where the average number of hours worked is less than 40 hours per week. Where a part time driver is engaged to replace a full time driver on a temporary basis, the conditions of the full time driver shall apply to that part time driver for that period.

8.3.2 A part-time driver is entitled to a minimum start per occasion of four continuous hours.

8.3.3 A part-time driver will be paid in a pro-rata proportion of the salary contained in clause 17, based on the hours actually worked.

8.3.4 Subject to this clause, all provisions of this Agreement shall apply to a part-time driver on a pro rata basis.

8.4 Casual

8.4.1 A driver may be engaged and paid as a casual driver. A casual driver will be paid \$17.00 per hour plus a loading of 15% and 1/12 in lieu of any entitlement to paid leave that would otherwise apply, including annual leave, sick leave and payment for public holidays. A casual shall not be entitled to redundancy payments.

8.4.2 A casual driver is entitled to a minimum engagement of 4 hours on any day.

8.4.3 Casual drivers shall be entitled to the overtime payments set out in this agreement for hours worked in excess of 12 hours in a day or 40 hours in a week.

8.4.4 There shall be no restriction to the number of casuals that the Company may engage.



8.5 Fixed Term

8.5.1 A driver may be engaged on a Fixed Term basis for a period of employment between 4 and 26 weeks. This may be extended once by agreement.

8.5.2 Except where otherwise specified, all provisions of this Agreement relating to permanent drivers shall apply to fixed term drivers.

8.5.3 Fixed Term drivers are not entitled to redundancy payments.

9. HOURS OF WORK

9.1 The ordinary hours of work will be based upon an average of forty hours per week, and may be worked on any day Monday to Friday inclusive.

9.2 In general a roster of hours of work will be based upon a driver working a twelve-hour shift on each rostered day of work.

9.2.1 Where the nature of the duties does not require a driver to work twelve-hour shifts, the parties may agree on alternative shift arrangements for a roster of

hours of work including the overtime arrangements that would apply. These arrangements may be agreed at the local level and will be recorded in writing.

- 9.2.2 Drivers employed on a part time or casual basis may work shifts of between four and twelve hours.
- 9.3 Permanent drivers will be offered overtime before casuals are engaged. It is recognised that if insufficient drivers are willing and able to work the overtime required the Company may engage casuals.
- 9.4 It is recognised by the parties that rosters are to be published in advance as far, as is reasonably practical, subject to the operational requirements of the business. The hours of work once rostered may be varied by the Company with not less than 21 calendar day's notice, or any lesser period by agreement with the affected driver(s). Where annual leave has been applied for and granted to a driver a variation to the roster shall not increase the number of hours of annual leave required to be taken for the period of leave.
- 9.5 Where a driver completes the allocated loads or deliveries (which may include the pick up of pallets) for the shift early, the driver may cease work early without loss of payment for the shift, subject to the allocated vehicle being re-fuelled, washed (if required by the Company) and all duties required to be performed in accordance with the driver's duties, defined in clause 16, being completed.
- 9.6 Where a driver takes extra time to complete the allocated loads or deliveries for a shift, the Company will not be required to make any additional payments to the driver. It is not the intention of the Company to allocate loads greater that can be completed within the driver's shift. All extra time worked shall comply with *the Road Transport (Safety and Traffic Management) Act 1999 (NSW)*.
- 9.7 It is agreed by the parties that all entitlements from the previous practice of accruing Rostered Days Off ('RDO') have been paid to eligible drivers.
- 9.8 Where it is necessary to implement shift arrangements to meet operational requirements, the span of ordinary hours for each shift will be implemented following consultation with the driver's representative. Where a shift pattern is implemented, the following shift penalties shall apply:
- Permanent Afternoon Shift 17.5%
For the purposes of this agreement Afternoon Shift shall mean a shift that is rostered to finish later than 6.00 p.m. and before midnight and shall not include

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twelve hour shifts commencing between 5.00 a.m. and 7.00 a.m. or later if agreed between the Company and the driver.

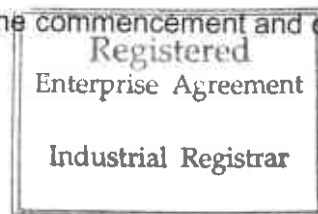
- Permanent Night Shift 30%

For the purposes of this agreement Night Shift shall mean a shift that is rostered to finish later than midnight and before 8.00 a.m.

Where it is agreed to implement a pattern of twelve hour shifts, outside of current day shift arrangements, the Company and the driver's representative will meet to discuss the start times and the penalty rates that will apply.

- 9.9 Start times will be determined by agreement to meet operational requirements. Subject to these requirements drivers, not working shift arrangements, will commence between 5 a.m. and 7 a.m. A driver may not commence before 6 a.m. where they are unable to commence their allocated deliveries. Where it is necessary to implement alternative shift arrangements start times will be subject to the provisions of clause 9.8.

- 9.10 All drivers will be required to "bundy" on and off at the commencement and completion of their shift.



10. OVERTIME

- 10.1 Where a driver is required to work an overtime shift of twelve hours rostered Monday to Friday, the driver shall receive a flat payment of \$300 inclusive of allowances for the shift. Where the period of overtime to be worked is less than a twelve-hour shift the amount of time to be worked shall be agreed between the Company and the driver prior to the commencement of the work and paid at a rate of \$25 per hour.

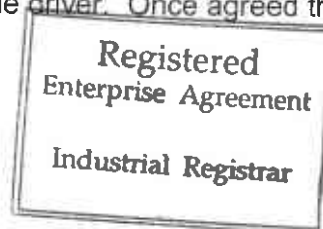
- 10.2 Where a driver is required to work an overtime shift on a Saturday, Sunday or public holiday, they shall be rostered for a minimum of four hours. A driver shall be paid a flat \$175 inclusive of allowances for each four hourly period or part thereof.

- 10.3 A driver rostered to work four twelve-hour shifts in a week will not be given priority for overtime over those drivers rostered to work three twelve hour shifts however will be given the opportunity to work overtime before a casual is engaged.

- 10.4 Drivers will not be offered overtime following sick leave until after the completion of their next rostered shift.

- 10.4.1 Where a driver has an unacceptable level or pattern of sick leave the Company may counsel the driver.

- 10.4.2 As a part of the counselling process the Company may advise the driver that should the driver continue to have an unacceptable level or pattern of sick leave the Company may not offer that driver access to overtime.
- 10.4.3 If the driver does not improve their performance in relation to their unacceptable level or pattern of sick leave the Company may advise the driver that the Company will not offer that driver access to overtime. This advice will be provided in formal surroundings.
- 10.4.4 This arrangement may continue until such time that the Company is satisfied that the driver's conduct in this area has sufficiently improved.
- 10.5 Overtime will be performed where agreed to by the driver. Once agreed the driver will be required to perform the overtime.



11. WORKFORCE FLEXIBILITY

- 11.1 Any driver covered by this Agreement may be directed and will perform any work for which the driver has the required skills, qualifications and competence consistent with duties he or she was employed to perform, set out in clause 16 of this agreement.
- 11.2 The guidelines covering the flexibility of operation shall be the safety of drivers, the qualifications and the level of skill and competence of the driver involved.

12. FLEET CONFIGURATION

- 12.1 The parties to this Agreement recognise and agree that the Company has the absolute right to determine the configuration of the Sydney metropolitan transport fleet. This includes the right to make alterations to the transport fleet configuration and usage, in accordance with the provisions of this Agreement.
- 12.2 The parties recognise that the fleet configuration will vary from time to time. Before any decision by the Company affecting the configuration of the Sydney metropolitan transport fleet is implemented, including changes to the number of permanent drivers required to operate the fleet, the Company will consult with drivers, and their representative.
- 12.3 Should customers require changes to their normal delivery patterns, such as central warehousing, the Company may change fleet configuration and shift patterns including the implementation of seven-day shift patterns. In these circumstances

leave is reserved for the parties to commence discussions regarding the effect this will have on these arrangements.

- 12.4 Where the Company wishes to engage contractors to perform work normally performed by a driver then the Company will consult with the union delegate.
- 12.5 Where consultation is required by this clause the parties shall endeavor to reach agreement prior to the implementation of changes to fleet configuration. Neither party shall withhold agreement unreasonably.

13. REDUNDANCY



13.1 Definition

Redundancy occurs when the Company decides that it no longer requires the job the driver has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour.

13.2 Selection Criteria for Redundancy

The Company may but is not required to, offer voluntary redundancies to drivers at its absolute discretion. Where the Company decides to make one or more positions redundant, and that decision will lead to termination of employment, the selection criteria to be used by the Company in selecting the driver(s) to be retrenched will be as follows:

13.2.1 Counselling and disciplinary records

A review of a driver(s) employment history in relation to any incidents where counselling and/or disciplinary action have resulted in the issue of a verbal or written warning.

13.2.2 Breaches of safety policy and/or procedure

A review of a driver(s) employment history in relation to any incidents where a driver has breached safety policies and procedures.

13.2.3 Attendance records

A review of a driver(s) employment history in relation to a driver(s) attendance record, not including incidence of genuine sick and other personal leave, but not including planned and approved leave such as annual or long service leave.

13.2.4 Incidence of accidents and property damage

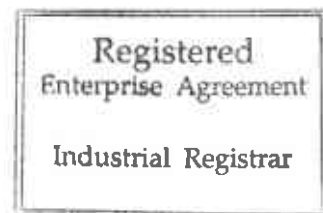
A review of available records to identify any incidents of accidents or property damage that has occurred in the course of a driver's employment, where the driver is at fault for the accident or damage.

13.2.5 Performance and quality

A review of a driver's work performance and quality which may include but not be limited to customer service, complaints and commendations.

In applying the above mentioned criteria, a driver's work history from the date of registration of this Agreement up to the time that the driver is assessed under the criteria will be used.

13.3 Severance payment



13.3.1 Notice Period

Four (4) weeks payment in lieu of notice. This period of notice is increased by one week if the employee is over 45 years of age and has completed two years of continuous service.

13.3.2 Redundancy Pay

Redundancy pay of four (4) weeks for each completed year of service and on a pro-rata basis for each completed month during the final year of service shall be paid to drivers made redundant.

Any severance entitlement paid as a result of termination of employment as a result of compulsory or voluntary redundancy will not include the payout of accumulated sick leave.

13.4 Driver leaving during notice period

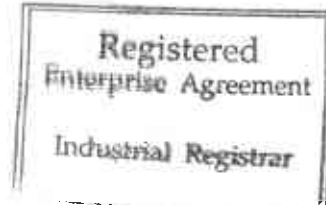
A driver whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the driver remained with the employer until the expiry of such notice.

13.5 Alternative employment

The Company may vary any severance payment obligation if the Company obtains acceptable alternative employment for a driver.

13.6 Drivers exempted

This clause shall not apply where employment is terminated as a consequence of serious and willful misconduct that justifies instant dismissal, or in the case of casual drivers or drivers engaged for a specific period of time or for a specific task or tasks where the employment is terminated by the expiration of the fixed term or completion of the specified task respectively.



14. TERMINATION OF EMPLOYMENT

14.1 Notice of termination

14.1.1 In order to terminate employment the Company shall give at least the period of notice specified in the following table:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

14.1.2 In addition to the notice in 14.1.1, drivers over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

14.1.3 Payment in lieu of notice will be made if the Company does not require the appropriate notice period to be worked. Employment may be terminated by the driver working part of the required period of notice and by the Company making payment for the remainder of the period of notice.

14.1.4 The period of notice in this clause shall not apply in the case of dismissal for serious and willful misconduct that justifies instant dismissal, or in the case of casual drivers, or tasks where the employment is terminated by the expiration of the fixed term or completion of the specified task respectively.

14.2 Notice of termination by driver

If a driver fails to give one week's notice the employer shall have the right to withhold monies due to the driver to a maximum amount equal to the ordinary time rate of pay for the period of notice.

PART 3 CLASSIFICATION AND RATES OF PAY

15. CLASSIFICATION

New drivers, or drivers who transfer roles, will be advised of the work that they will be required to undertake at the time of employment or transfer and informed in writing accordingly, prior to commencing their new duties. The Company will make position descriptions available to drivers where the nature of their duties requires clarification.

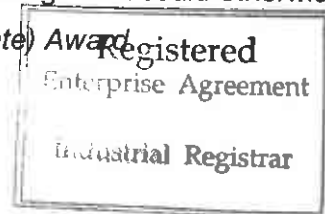
16. DRIVER DUTIES

- 16.1. A Driver will undertake work as directed, consistent with the driver's range of skills and competencies.
- 16.2. Driver duties specifically include:
- Safe and professional operation of the vehicle allocated by the Company to a driver for a particular shift.
 - Re-fuelling and cleaning the allocated vehicle at the end of each shift when required by the Company. Cleaning includes washing the vehicle, removing all rubbish from the cab and preparing the vehicle for the next shift so that the driver on the next shift acquires a clean vehicle at the commencement of the next shift.
 - Completion of the allocated loads or deliveries for each particular shift. A typical shift consists of two loads, or up to eighteen deliveries. There may be occasions where drivers are required to perform more than two loads on a rostered shift.
 - Although allocated load or deliveries may be published in advance of a shift, these should be considered guidelines as changes may become necessary throughout the shift. When required, changes will be communicated to the driver throughout the shift.
 - Completion of all paperwork required for each shift on a daily basis.
 - Scheduling deliveries and general administration associated with the allocation of loads within Company guidelines.
 - Loading of Company vehicles where required.
- 16.3. Leave is reserved to implement a system where the loading of vehicles is done in conjunction with employees not covered by this agreement.



17. SALARY

- 17.1 All permanent drivers employed on a full-time basis under this agreement shall be paid an annual salary of \$50,000. This salary is fixed for the life of the Agreement.
- 17.2 A driver, working day shift, who is required to co-ordinate scheduling duties would receive a further \$25 per day, provided these duties are carried out for the entire shift. In addition, a driver required to drive a semi-trailer for a full day will be paid a further \$5 per day. These will be the only additional payments that apply under this agreement.
- 17.3 The salary in clause 17.1 is inclusive of any allowance or other payments including but not limited to annual leave loading, meals and loadings that could otherwise apply under the *Transport Industry – Mixed Enterprises (State) Award*.



18. PAYMENT OF SALARY

- 18.1 Salary shall be paid weekly by electronic funds transfer into a bank or building society or credit union account as nominated in writing by the driver. A driver shall be entitled to nominate up to three accounts.
- 18.2 Except upon termination of employment all wages shall be paid not later than the last Friday in the pay period. Upon termination of employment, all payments due to an driver shall be processed for electronic funds transfer by the Company within two working days of the date of termination of employment, or the usual pay day, whichever is earlier.
- 18.3 Drivers employed on a full time basis shall be paid their salary on the principle of "52 equal pays" with adjustments made for additional payments, such as overtime, and deductions where a driver would not be entitled to payment under this Agreement. Part time and casual drivers will be paid their weekly salary on the basis of hours actually worked.
- 18.4 The Company will make payment in advance for periods of annual leave greater than one week provided adequate notice of leave is given.

19. COMMITMENT TO TRAINING

- 19.1 The Company is committed to developing and implementing a Competency Based Training Program during the term of this Agreement. Training modules may include a component of individual driver assessment.

- 19.2 The Company may roster a driver to participate in training activities. In doing so, the Company will take into consideration the driver's personal and family circumstances. No driver will be required to undertake training unless it is necessary to the completion of his or her duties as set out in clause 16.
- 19.3 Training and development activities initiated by the Company shall be at the Company's cost and within the driver's hours of work provided for in this Agreement. Time spent by drivers in such training activities shall be paid at the appropriate rate in accordance with this Agreement.



PART 4 LEAVE ENTITLEMENTS



20. ANNUAL LEAVE AND PUBLIC HOLIDAYS

- 20.1 A driver covered by this Agreement is entitled to 160 hours annual leave per annum in accordance with the *Annual Holidays Act 1944* (as amended or replaced).
- 20.2 All annual leave will be taken in hours from the driver's entitlement. The actual amount of leave to be deducted from a driver's entitlement will be equivalent to the number of hours that the driver was rostered to work during the period of the driver's leave.
- 20.3 Public holidays shall be observed on New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day as gazetted.
- 20.4 No deduction shall be made from the salary of the driver if he or she would normally be rostered but is not required to work on any of these days unless they are absent, without reasonable excuse, on the day before or after the Public Holiday.
- 20.5 A driver who is not rostered to work a Public Holiday as part of their ordinary hours for the week shall be entitled to take a day in lieu of the Public Holiday or receive a days' pay at ordinary rates. This clause shall not apply to Easter Saturday, unless Saturdays become a part of normal rostering.
- 20.6 A driver will have the equivalent of an additional day credited, in hours, to their annual leave entitlement on the anniversary of their commencement of employment in lieu of any entitlement to the Picnic Day. For example, under this clause a driver working a twelve hour shift pattern would receive an additional twelve hours annual leave per annum.

21. LONG SERVICE LEAVE

A driver covered by this Agreement is entitled to long service leave in accordance with the *Long Service Leave Act 1955* (as amended or replaced).

22. PERSONAL LEAVE

- 22.1 Paid personal leave is available to a permanent driver who is paid pursuant to clause 17 of this Agreement in circumstances where he or she is absent due to:

22.1.1 Personal illness or injury (**Sick leave**); or

22.1.2 For the purposes of caring for an immediate family or household member as described in clause 21.1.4 that is sick and requires the driver's care and support (**Carer's leave**); or



22.1.3 Bereavement on the death of an immediate family or household member as described in clause 21.1.4 (**Bereavement leave**).

22.1.4 The entitlement to Carer's leave or Bereavement leave is subject to the person in respect of whom the leave is taken being either a member of the driver's immediate family or a member of the driver's household. For the purposes of Carer's Leave and/or Bereavement Leave, an immediate family or household member includes:

- (a) A spouse (including a former spouse, de facto spouse, a former de facto spouse or same sex partner) of the driver. A de facto spouse means a person who lives with the driver as his or her husband or wife on a bona fide domestic basis; and
- (b) Child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the driver or spouse of the driver.

22.2 Quantum and Accrual of Personal Leave

A permanent driver working twelve-hour shifts is entitled to paid sick leave of ten days of twelve hours in each year of service for the purposes of Sick Leave.

A permanent driver working other shift arrangements is entitled to be paid sick leave of ten days in each year of service for the purpose of Sick Leave.

If the full period of personal leave is not taken in any year, such portion as is not taken shall be cumulative from year to year, but will not be paid out on termination of employment under any circumstances.

22.2.1 Bereavement Leave

A permanent driver is entitled to up to three (3) days bereavement leave without loss of pay. The nature of Bereavement Leave is such that it does not accrue from year to year.



22.3 Other Sick leave conditions

22.3.1 Driver must give notice

Before taking sick leave, a driver should give at least two hours' notice before his or her next rostered starting time. If it is not practicable for the driver to give prior notice of absence, the driver must notify the employer by telephone at the first opportunity. The notice must include:

- (a) the nature of the injury or illness (if known); and
- (b) How long the driver expects to be away from work.

22.3.2 Evidence supporting claim

The driver must, if required by the Company, establish by production of a medical certificate, statutory declaration or other evidence to the satisfaction of the Company that the driver was unable to work because of injury or personal illness if the driver has:

- (a) More than 4 single day absences in one calendar year. In this case the Company shall advise the driver following 4 absences that evidence is required on their next absence; or
- (b) Two or more consecutive days absence; or
- (c) An absence on the day before or after the driver is not rostered for work.

22.3.3 The effect of workers' compensation

A driver is not entitled to any payment for Sick Leave for any period the driver is entitled to receive workers' compensation payments.

22.4 Other Bereavement Leave conditions

22.4.1 Unpaid leave entitlement

Where a driver has exhausted all personal leave entitlements, including accumulated leave entitlements, he or she may take unpaid Bereavement Leave by agreement with the Company.

22.4.2 Evidence supporting claim

The Company may require the driver to provide satisfactory evidence of the immediate family or household member for whom Bereavement Leave is proposed to be taken by the driver.

22.5 Other Carer's Leave conditions

22.5.1 Entitlement to Carer's Leave

This entitlement to Carer's Leave is subject to the driver being responsible for the care and support of the immediate family or household member concerned. In normal circumstances a driver is not entitled to take Carer's Leave where another person has taken leave to care for the same person.

22.5.2 Driver must give notice

Before taking Carer's Leave, a driver should give at least two hours' notice before his or her next rostered starting time. If it is not practicable for the driver to give prior notice of absence, the driver must notify the employer by telephone at the first opportunity. The notice must include:

- (a) The nature of the injury or illness (if known); and
- (b) How long the driver expects to be away from work.

22.5.3 Evidence supporting claim

The driver must, if required by the Company, establish by production of a medical certificate, statutory declaration or other evidence to the satisfaction of the Company the illness of the person concerned and that the illness is such as to require care by another.

22.5.4 Unpaid leave

Where a driver has exhausted all personal leave entitlements, including accumulated leave entitlements, he or she may take unpaid Carer's leave by agreement with the Company.

23. JURY SERVICE

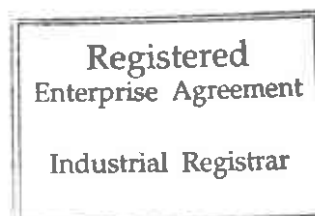
- 23.1 An driver required to attend for jury service shall be reimbursed by his or her employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage that would have been received, in respect of the ordinary time, by the driver had he or she not been on jury service.
- 23.2 A driver shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the driver shall give his or her employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

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PART 5 MISCELLANEOUS

24. LICENCE QUALIFICATIONS

- 24.1 A driver must hold and maintain the appropriate licence for the class of motor vehicle that he or she operates, in line with the Company's fleet configuration in operation from time to time. Each driver must produce to the Company, on a quarterly basis, this licence.
- 24.2 Where a driver ceases to hold a relevant licence for any reason, the driver must advise the Company as soon as practicable. Upon notification, the Company may offer an alternative position to the driver where a suitable position is available provided the driver can satisfy the Company that the loss of licence is not due to negligent behavior. The alternative position may or may not be on a comparable level, status or salary as the current position.
- 24.3 If no suitable alternative position is identified, it may result in the parties being unable to continue the employment relationship, and termination of employment may result. If a driver does not advise the Company as soon as practicable after the driver ceases to hold a relevant licence for any reason, termination of employment may result.
- 24.4 A driver who is transferred to an alternative position under this clause, and who regains their licence shall be eligible for engagement on work requiring such a licence. Engagement in the work requiring a licence shall not be automatic and will require that a position exist and that the driver meet the requirements of that position.



PART 6 COMMUNICATION OF GRIEVANCES AND DISPUTE RESOLUTION

25. DISCIPLINARY PROCEDURE

- 25.1 Counselling and discipline should be corrective in nature. The purpose of discipline is to obtain compliance with the established rules of conduct. To support this approach, except in cases of misconduct the following warning procedure shall apply before a driver is dismissed:
- i. Firstly a verbal warning shall be recorded on the driver's file.
 - ii. On a second disciplinary occurrence a first written warning shall be given.
 - iii. On a further disciplinary occurrence a final written warning shall be given.
 - iv. Further instances of unsatisfactory behaviour or performance shall leave the driver liable to dismissal.
- 25.2 The Company may bypass one of the steps above should the seriousness of the situation warrant it.
- 25.3 Warnings shall be issued in formal surroundings with the driver having the opportunity to have a delegate present.
- 25.4 Each written warning shall outline the nature of the unsatisfactory behaviour or performance.
- 25.5 Warnings issued consecutively under this disciplinary procedure need not be for a repetition of the same offence, but may be for offences of a dissimilar nature. Each warning shall have a life of 12 months from the date it is given.
- 25.6 The Company disciplinary procedure shall not apply in a case of misconduct. Misconduct may result in dismissal without notice.



26. COMMUNICATION OF GRIEVANCES AND DISPUTE RESOLUTION

In the event of a grievance or dispute arising in the workplace the procedure to resolve the matter will be as follows:

- 26.1 The issue must first be discussed by the driver(s) concerned and their direct line Manager.
- 26.2 If the matter is not resolved, at the driver(s) election the parties shall arrange for further discussions between the driver(s) and the TWU, if required by the driver, and the NSW Operations Manager and/or NSW Logistics Manager and/or other company representatives required for the discussion.
- 26.3 If the matter is still not resolved, it may be referred to the Industrial Relations Commission of NSW for assistance in resolving the matter by conciliation and arbitration if necessary.
- 26.4 While the parties attempt to resolve the matter, work will continue as normal and no party shall be prejudiced to any outcome by the continuation of work as normal.



APPENDIX A

MOBILE PHONE AGREEMENT

1. Drivers may purchase a mobile phone and plan of their choice. The Company will reimburse each driver one hundred dollars towards the cost of the mobile phone, providing the driver is willing to make the phone number available to the Company.
2. The Company will pay for all work related phone calls made on Company business, when the driver produces their mobile phone bills.
3. The Company will pay the monthly service fee of the mobile phone provided the number is available for Company related phone calls. This does not include network access payments such as reconnection or change of network plans.
4. The mobile phone will always remain the property of the driver.
5. It will not be compulsory for drivers to acquire a mobile phone.
6. In the first six months of the purchase of the mobile phone the Company will not be responsible for any loss or damage that occurs and will not be liable for a further one hundred dollars.
7. If a driver requires a replacement battery for the mobile phone at least 12 months after the purchase of the mobile phone the Company will, on presentation of the receipt, reimburse the driver for the purchase, up to a maximum of seventy dollars.
8. If the driver leaves the employment of the Company within six months from the date of purchase of the mobile phone and has been a recipient of the one hundred dollars he/she will be required to repay the one hundred dollars to the Company, which the Company may deduct from final payments.
9. The Company will be responsible for "paying out" the mobile phone contract in the case of redundancy however shall no longer be responsible for any other costs contained in this Agreement.
10. All payments made under this agreement will be made by electronic funds transfer. The Company undertakes to ensure that payment is processed promptly and does not cause inconvenience to the driver.
11. These arrangements will apply to permanent drivers only.



APPENDIX B

TRUCK OWNERSHIP AGREEMENT

1. The parties commit to the implementation of a system of “truck ownership” which allows permanent full time drivers to be allocated, on a regular basis, the same vehicle in which to perform their duties. This system will be implemented in good faith and shall not adversely effect the productivity of the metropolitan fleet.
2. To facilitate this system, the metropolitan fleet will be configured to match the vehicles allocated to the drivers rostered for work on the day where possible. The Company however retains the right to require a driver make deliveries in a vehicle not allocated to him/her where, due to operational requirements, his/her vehicle would not be part of the fleet configuration for the day.
3. Operational requirements will include, however will not be limited to:
 - The capacity of the vehicle required, that is where a vehicle with a greater capacity is needed rather than the one allocated to the driver. For example a driver allocated a 10-pallet vehicle may be required to make deliveries in a 12 or 14-pallet vehicle based on the volume of deliveries for the day.
 - The requirements of the delivery, that is where the ability of the vehicle to access delivery points will determine whether or not the delivery can be made. For example a driver may be required to drive a smaller vehicle if his/her allocated vehicle could not make those deliveries he/she was allocated.
4. It is understood by the parties that some drivers will not be allocated a vehicle to assist the operation of a system of truck ownership. The number of drivers in these circumstances will be determined between the parties.
5. To monitor this system and other issues relating to fleet configuration the parties commit to meet on a monthly basis, or other period as may be agreed.
6. Nothing in this agreement will be taken to mean that a driver can refuse to drive a vehicle that is not allocated to him/her or that the Company must maintain sufficient vehicles to allocate one to each permanent driver.

