

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA98/293

TITLE: F J Walker Foods (Transport Workers) Blacktown Enterprise Agreement 1998

I.R.C. NO: 98/5723

DATE APPROVED/COMMENCEMENT: 9 November 1998

TERM: 17 February 2000

NEW AGREEMENT OR
VARIATION: New. Replaces EA95/299

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to drivers at the company's distribution plant at Blacktown, NSW

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

VERSION 1-18.8.98



F J WALKER FOODS (TRANSPORT WORKERS)

BLACKTOWN ENTERPRISE AGREEMENT 1998

TABLE OF CONTENTS

<u>CLAUSE NO</u>		<u>PAGE NO</u>
28	ANNUAL LEAVE LOADING	9
15	ANNUAL MEDICALS	5
2	AREA, INCIDENT & PARTIES BOUND	1
13	BASIS FOR NEW AGREEMENT	5
22	CLASSIFICATIONS	7
30	CASUAL TRAINING	9
26	DATA COLLECTION	9
3	DATE OF OPERATION	1
12	DECLARATION	5
27	DELIVERY METHODS	9
29	DRIVER TRAINER	9
11	GRIEVANCES & DISPUTES RESOLUTION PROCEDURE	4
19	INCOME PROTECTION INSURANCE	6
7	LICENCE VALIDITY	3
10	NO EXTRA CLAIMS	4
14	NOT TO BE USED AS A PRECEDENT	5
6	PAYMENT FOR PRODUCTIVITY	2
18	PICNIC DAY	6
24	PHONE AHEAD	8
	PRODUCTIVITY MATRIX	11
17	PUBLIC HOLIDAYS	6
5	PURPOSE OF THE AGREEMENT	1



<u>CLAUSE NO</u>		<u>PAGE NO</u>
21	RECORDING OF HOURS WORKED	7
4	RELATIONSHIP TO PARENT AWARD	1
8	ROSTER FLEXIBILITY	3
16	SICK LEAVE	5
	SIGNATURES OF AGREEMENT	10
23	STAND-BY DRIVERS	8
1	TITLE	1
25	TRAINING & DEVELOPMENT	8
9	WAGE RATES	3
20	WORK ON OTHER F J WALKER FOODS SITES	7



1. **TITLE**

This Agreement shall be referred to as the F J Walker Foods (Transport Workers) Blacktown Enterprise Agreement, 1998.

Both parties agree that this Agreement replaces the F J Walker Foods (Transport Workers) Blacktown Enterprise Agreement No. EA 299/95, and its termination shall take effect from the date of registration of the new Agreement.

2. **AREA, INCIDENCE AND PARTIES BOUND**

This Agreement shall be binding upon F J Walker Foods (a division of Australia Meat Holdings) and on the Company's employees engaged at its distribution facility at Blacktown, NSW, who are employed in the occupations or callings set out in Clause 10 of this Agreement, and shall, subject to Clause 5, regulate the rates of pay and conditions of employment of these employees. This Agreement shall also be binding on the Transport Workers' Union of Australia, New South Wales Branch.



3. **DATE OF OPERATION**

- a. This Agreement shall take effect from the date of registration and shall remain in force until 17th February 2000.
- b. **Retrospectivity**
The rates of pay contained in this agreement take effect on and from the 1st pay period on or after the date of registration. Employees covered by this agreement at the date of registration will be paid the rate of pay in accordance with Clause 13 of this agreement on and from 17th February 1998 or the date of employment, whichever is the later.

4. **RELATIONSHIP TO PARENT AWARD**

The following award will continue to regulate the rates of pay and conditions of employees covered by this Agreement, except to the extent that such rates and/or conditions of employment have been varied by this Agreement in which case the provisions of this Agreement shall apply:

F J Walker Foods (Transport Workers) Blacktown Award, B. 1583.

5. **PURPOSE OF THE AGREEMENT**

F J Walker Foods aims to be a World Class Company and to be the acknowledged leader in the manufacture of high quality processed meat products, and provider of distribution services.

To ensure that our customers are provided with an exceptional quality service, the Company is committed to a philosophy of Managed Process Improvement. To support the policy for continuous improvement the Company is pursuing the following policies:

- a commitment to the principles of Total Quality Management through our program of Managed Process Improvement;
- encouraging the personal growth of all team members through active training and development;
- providing our customers with all products and services in an efficient and effective manner;
- conducting ourselves and our operations with integrity and in an ethical manner at all times;
- operating our business to provide appropriate returns to our shareholders.

To achieve this mission, the parties to this Agreement recognise that they must work together as a team.

The purpose of this Agreement, therefore, is to recognise the contribution of each team member in improving productivity and performance.



6. PAYMENT FOR PRODUCTIVITY

A productivity scheme will operate on the Blacktown site. The productivity scheme will take the form of a productivity matrix.

The following performance indicators have been selected as the matrix criteria:

- absenteeism
- late deliveries
- offload rate.

A productivity payment will be made to each employee subject to eligibility at the end of each six monthly period. The periods for payment will be February to July and August to January inclusive. The productivity payment for these periods will be due 2 weeks from the completion of the monitored periods.

The payment is 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 \$660.00. Each one percent (1%) movement, up or down, from the base performance will be equivalent to a sixteen dollar and fifty cent (\$16.50) movement up or down on the base payment of six hundred and sixty dollars (\$660.00)

Staff, employees and the union will work together to ensure maximum productivity under this scheme.

All full-time employees will be eligible for the payment. Part time, casual and employees on maternity leave or leave without pay will be eligible for a pro rata payment or the percentage of ordinary time worked through the six month period.

Employees who commence or terminate during a six month period will be eligible for a pro rata payment on the percentage of ordinary time worked.

A copy of the productivity matrix is attached.



7. **LICENCE VALIDITY**

All employees required to hold a 5B vehicle licence as a minimum requirement to complete their work are to provide authorisation for a validity check of their licence with the RTA (or other appropriate body), annually, and at any time required by the Company. The cost of the licence validity check will be met by the Company

8. **ROSTER FLEXIBILITY**

The parties commit to the establishment of a joint consultative committee comprised of both management and employee representatives to evaluate the current driver roster.

The aim of this JCC is to discuss and make recommendations that will allow employees the choice of either a fixed roster or a rotating roster where the potential earnings on either system are as even as is possible.

The committee will also review the allocation of voluntary Saturday overtime to ensure all employees are provided with equal access to this overtime.

It is expected this process will take up to six months, and during this time, no further roster changes will be made unless mutually agreed.

External consultants will be used as and where appropriated.

Ultimate JCC recommendations will be put to employees for final approval to implement any proposed changes.

9. **WAGE RATES**

Subsequent to the registration of the Agreement, the following percentage increases will be applied to all wage rates covered by this Agreement.

- a 5% increase to base rates, to take effect from the 1st pay period after the 17th February 1998
- a further 3% increase on the 1st pay period after the 17th February 1999.

- a further final increase of 2% on the 1st pay period after the 17th August 1999.

GRADING	CURRENT	5% FFP 17.2.98	3% FFP 17.2.99	2% after FFP 17.8.99
<i>Fleet Maint. Assistance (Grade 1)</i>	537.22	564.08	581.00	592.62
<i>Trainee Driver (Grade 2)</i>	554.60	582.33	599.80	611.80
<i>Driver (Grade 3)</i>	571.96	600.56	618.57	630.95
<i>Driver-Advanced (Grade 4)</i>	590.67	620.20	638.81	651.59
<i>Driver Trainer (Grade 5)</i>	612.52	643.15	662.44	675.69

10. NO EXTRA CLAIMS

There shall be no further wage increase during the term of the Agreement except where consistent with a State Wage Case decision. It is further agreed that any such adjustment shall be processed by way of a variation to this agreement in accordance with Section 43 of the Industrial Relations Act 1996.

11. GRIEVANCES AND DISPUTES RESOLUTION PROCEDURE

Subject to the Industrial Relations Act 1996, any dispute shall be dealt within the following manner:

- i. The representative of the union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.
- ii. In the event of failure to resolve dispute at job level the matter shall then be the subject of discussions between an organiser of the union and the workplace manager.
- iii. Should the dispute still remain unresolved the Secretary of the union or a representative will confer with senior management.
- iv. In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.

All work shall continue normally while these negotiations are taking place.



12. **DECLARATION**

The parties declare that this Agreement:

- a) is not contrary to the public interest;
- b) is not unfair, harsh or unconscionable;
- c) was not entered into under duress; and
- d) is in the interests of the parties.
- e) is not discriminatory in any way.



13. **BASIS FOR NEW AGREEMENT**

The parties agree to commence negotiations on a new agreement no later than September 1999.

The parties agree to discuss any matter that may be raised by any of the parties in the context of a new agreement.

Should the parties fail to negotiate a new Agreement, it is agreed that the terms and conditions of this Agreement will continue to apply in accordance with the Industrial Relations Act 1996 (NSW).

14. **NOT TO BE USED AS A PRECEDENT**

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

15. **ANNUAL MEDICALS**

Each employee is to be medically examined on a yearly basis at the Company's expense. Where the result of the medical examination indicates some medical concerns for the employee examined, which bears on the employee's employment, these concerns will be addressed by the employee, appropriate site management and where appropriate additional medical specialists. All details of any medicals will remain strictly confidential.

16. **SICK LEAVE**

Annual leave will not be granted to cover single day absences unsubstantiated by a doctors certificate where an employee has insufficient sick leave balance remaining to cover the absence.

Multiple day absences will only be covered by the granting of annual leave in extenuating circumstances where medical evidence of the illness can be provided.



17. PUBLIC HOLIDAYS

- i. For the purposes of this agreement, the following days shall be holidays, namely New Year's Day, Australia Day, Good Friday, Easter Saturday, ~~Easter Monday~~, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and such other day as is proclaimed a public holiday to be observed generally by persons in the State.
- ii. Due to the importance of meeting delivery requirements on public holidays it is agreed that the following payment will apply for all public holidays and that the employees will guarantee coverage to meet the needs of the business.

All employees will be paid 8 hours public holiday pay. Employees required to work will be also paid double time for all hours worked. In addition normal shift penalties will be paid.

- iii. If an employee is absent from work when rostered to work on a Public Holiday or is absent from work on the working day preceding or the working day after a public holiday without the Company's consent or without a doctor's certificate in the case of an employee claiming sick leave, the Company shall be entitled to deduct from the employee's wages payment for that public holiday, as well as payment with respect to any other absence.
- iv. For any public holiday rostered to work but not actually worked the pay would be: Normal time for roster hours plus the day/afternoon/night shift penalty that would have applied for normal work on a non-public holiday.

(eg a person working nightshift (8 hours/day) in Christmas week, and not required to work Christmas day would be paid 8 hours + 30%).

18. PICNIC DAY

- i. The Saturday 2 weeks after Easter Saturday shall be recognised as the Picnic Day.
- ii. In addition to all other payments due to them, employees shall be paid an additional day's pay in the period in which the Picnic Day falls.

19. INCOME PROTECTION INSURANCE

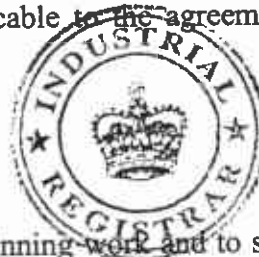
An amount of up to one (1) percent of employees taxable income (to be paid as the premium) will be paid by F J Walker Foods to an insurance scheme that provides income protection to taxable income. Taxable income, for the purpose on this Clause will not include any productivity payment/s. The union has nominated an insurer and this amount will be paid to them to provide the level of cover agreed. The Company will not be liable for the operation of the scheme beyond payment of premiums to the insurer nor will any increase in premiums beyond one (1) percent be met by the Company.

The Company funded income protection shall commence from February 1999.

20. **WORK ON OTHER F J WALKER FOODS SITES**

It is agreed that from time to time employees on the Blacktown site may be required to make deliveries to other F J Walker Foods sites and also that employees based at other F J Walker Food sites may be required to make deliveries to the Blacktown site.

Nothing in this agreement shall prevent this to occur or inhibit the Company from making such deliveries. Any employees required to make deliveries to another site would continue to be paid rates and allowances applicable to the agreement under which he normally works.



21. **RECORDING OF HOURS WORKED**

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

The responsibility for accurate sign or key on/off is the employees. Inaccurate entries will be corrected by the responsible supervisor or manager, after consultation with the employee concerned.

Any issues with this will be dealt with by the JCC.

22. **CLASSIFICATIONS**

The following modified level system will determine pay rates, with respect to the degree of training and multiskilling each employee has attained.

Operation Levels

Level System

Minimum Time at Respective Level

Despatcher - Level 1

Trainee Driver - Level 2

3 Weeks

Driver - Level 3

6 Months

Despatcher/Driver

Driver Advanced - Level 4

Driver Trainer - Level 5

A new level three classification has been created to recognise employees primarily working as Despatchers who have completed to the company's satisfaction at least the 3 week minimum training period as a jockey with the Driver Trainer and are competent and willing to perform store deliveries when necessary. It is recognised that these employees will be paid at the level 4 rate when they are performing these store deliveries.



23. **STAND-BY DRIVERS**

Stand-by drivers must be available for up to 12 hours to cover fostered runs of drivers who fail to report for the shift. More hours available by agreement on the day.

If a stand-by driver needs to finish earlier for a specific reason on any day, the roster must be changed with the supervisor and an agreeable driver on shift. Where no agreement or alteration be reached, the stand-by driver is to provide coverage for up to 12 hours.

Changes to be made after completion of previous shift are to be for unforeseen happenings only and discussed with the supervisor asap no later than start of shift except for emergency calls during shift.

Stand-by drivers are not to suffer loss of earnings by covering for the driver who fails to report for the shift.

Where coverage impacts on the following days run the total earnings for the two days must not be less than expected on the roster. The difference between expected and actual is to be paid.

ie stand-by driver works 10 hours and cannot start for proceeding days route.

That route takes 12 hours, the driver is to receive the difference ie the extra 2 hours.

24. **PHONE AHEAD**

Drivers to phone ahead to all stores when delivery time will not be as scheduled.

25. **TRAINING & DEVELOPMENT**

Drivers are to attend all organised training and development courses. The training courses will be prearranged with notice given to enable employees to attend. Where no objections to date and time are received, drivers will attend and be paid overtime where applicable.

Where objections are received, alternative dates and times are to be organised.

26. **DATA COLLECTION**

Any reasonable request for data collection will be met.

27. **DELIVERY METHODS**

Full commitment to new delivery methods.

28. **ANNUAL LEAVE LOADING**

Annual leave loading will be paid at a minimum 17.5% unless a driver is on night shift, which will be paid at 30%.

Where a driver is on annual leave and would have, but for their leave, been rostered for a full weeks stand-by, the driver would be entitled to 30% annual leave loading for that week.

29. **DRIVER TRAINER**

The number of Driver Trainer's will be increased from 2 to 3.



30. **CASUAL TRAINING**

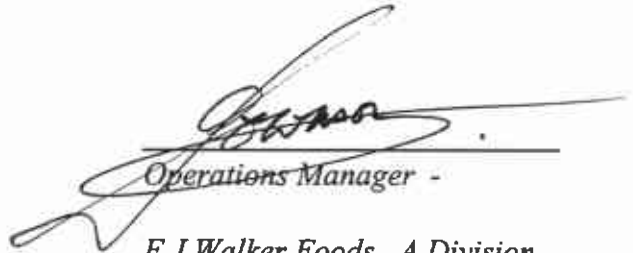
Casual employees will spend a minimum of 15 days with the driver trainer before doing deliveries on their own.

If a casual driver employee is to be made permanent they will commence as a Level 3 driver.

SIGNATURES OF AGREEMENT

Signed on behalf of the Company

Distribution


Operations Manager -

F J Walker Foods, A Division
of Australia Meat Holdings
Pty Ltd

September 2nd 1998
Date

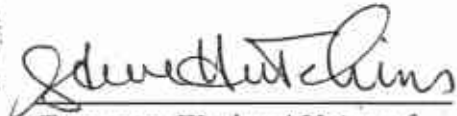
Witnessed on behalf of the Company



September 2nd 1998
Date

Signed on behalf of the Union




Transport Workers' Union of
Australia New South Wales
Branch)

September 11th 1998
Date

Witnessed on behalf of the Union



September 11th 1998
Date

SAMPLE

26-Aug-98 NEW SOUTH WALES TRANSPORT

Criteria	Output/Input	Wt	Score	Base	Performance										Goal	Weighted Perform.
					0%	10%	20%	30%	40%	50%	60%	70%	80%	90%		
Late Deliveries	No Late Deliveries No Actual Deliveries	33	42,782 ppm	60000 #####	54000 #####	48000 #####	42000 #####	36000 #####	30000 #####	24000 #####	18000 #####	12000 #####	6000 #####	0	9.56	
Absenteeism	Hours Absent Total Hours worked	33	2.50%	5.0% #####	4.5% #####	4.0% #####	3.5% #####	3.0% #####	2.5% #####	2.0% #####	1.5% #####	1.0% #####	0.5% #####	0.0%	16.68	
Off Load Rate	Cartons Delivered Off Loading Hours	33	162.28 ctn/hr	150.0 #####	153.0 #####	156.0 #####	159.0 #####	162.0 #####	165.0 #####	168.0 #####	171.0 #####	174.0 #####	177.0 #####	180.0	13.63	
Overall Weighted Performance:														39.86		

