

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/167

TITLE: Australian Personnel Solutions-Transport Division P&O Cold Logistics Contract-New South Wales 2004 Enterprise Agreement

I.R.C. NO: IRC4/2370

DATE APPROVED/COMMENCEMENT: 6 May 2004 / 1 May 2004

TERM: 32 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 25 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by Australian Personnel Solutions located at Level 3, 60 Macquarie Street, Parramatta NSW 2150 who fall within the coverage of the Transport Industry (State) Award and who perform work covered by the wage structure of this Agreement under the P&O Cold Logistics Contract

PARTIES: Australian Personnel Solutions Pty Ltd -&- the Transport Workers' Union of New South Wales

**AUSTRALIAN PERSONNEL SOLUTIONS - TRANSPORT DIVISION P&O
COLD LOGISTICS CONTRACT - NEW SOUTH WALES 2004
ENTERPRISE AGREEMENT**

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2. Title

This agreement shall be known as the Australian Personnel Solutions - Transport Division P&O Cold Logistics Contract - New South Wales Enterprise Agreement 2004 and shall be ratified as an Enterprise Agreement under Part 2, Division 2, s 33 of the *Industrial Relations Act* 1996.

3. Parties Bound

This Agreement shall apply to:

APS Group (Transport) Pty Ltd New South Wales ("the Company") - Transport Division in respect of the employment by the Company of employees in New South Wales who perform work covered by the wage structure of this Agreement under the P&O Cold Logistics Contract.

The Transport Workers Union New South Wales Branch, its Officers and members ("the Union").

4. Union Recognition and Union Membership

During the induction phase of employment all new employees covered by this Agreement will be introduced to the relevant shift delegate.

The company acknowledges the position and responsibilities of employees who are elected to be TWU delegates and co-delegates. Set out below are the rights and responsibilities of the delegates and co-delegates;

TWU Workplace Representatives Shall Have the Following Rights and Responsibilities:

All leave is unpaid except where indicated below. The two union delegates will be entitled to a maximum of five days paid leave per annum, non cumulative, to undertake the following:

- a) The right to be treated fairly and to perform their role as Union Delegate or Workplace representative without any discrimination in their employment.
- b) The right in formal recognition by the employer that endorsed Union Representatives to speak on behalf of Union members in the workplace.
- c) The right to bargain collectively on behalf of those they represent.
- d) The right to appropriate consultation and access to information about the workplace, subject to restrictions on commercially sensitive material.
- e) The right to paid time to represent the interests of members to the employer and to industrial tribunals.
- f) The right to paid time during normal working hours to consult with Union members where necessary.
- g) The right to unpaid time off to participate in the operation of the Union.
- h) The right to time off to attend accredited Union education and training.
- i) The right to reasonable paid time to address new employees about the benefits of Union membership at the time that they enter employment, subject to agreement with the employer about appropriate time, location and duration.
- j) The right to access telephone, facsimile, photocopying, internet, email and office supplies (subject to prior approval from APS management) for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the Union.
- k) The right to place Union information on a notice board in a prominent location in the workplace.
- l) The right to take annual leave to work with the Union after consultation and agreement with the company.
- m) The right for one delegate to receive a workplace traineeship up to Certificate 4 in Workplace Training and Assessing within the first 12 (twelve) months of this agreement.
- n) To provide awareness and understanding of the Union's aims and achievements whenever possible.
- o) To integrate their duty of loyalty, honesty and effective employment to their employer, APS, with their Union responsibilities.

- p) To recruit and involve employees in the workplace in the Union and its activities.
- q) To be approachable and helpful to Union members in the workplace.
- r) To be approachable, courteous and helpful to Company management in relation to all their workplace Union dealings and communications.
- s) To seek out and encourage other Union members to take on roles and responsibilities.
- t) To provide up to date and relevant Union information to Union members in the workplace.
- u) To represent the views of the members
- v) To represent Union members fairly and accurately in negotiations and with individual grievances.
- w) To keep in regular contact with the Union Organiser and other Union representatives in the workplace.

5. Terms of Agreement

All terms and conditions contained within this Agreement, including all Appendices, are operational from 1 May 2004.

6. No Extra Claims

It is a term of this Agreement that the Union and employees covered by this Agreement undertake, for the duration of this Agreement, not to pursue any extra claims.

7. Duration

This Agreement shall be effective from 1 May 2004 to 31 December 2006, unless varied or terminated earlier in accordance with the *New South Wales Industrial Relations Act 1996*.

8. Locality

This Agreement shall apply at P & O Cold Logistics Operations in New South Wales where Australian Personnel Solutions employees are employed. The Agreement shall only have application when and where APS employees are employed.

9. Not to Be Used as a Precedent

The parties agree that the terms and conditions of this Agreement shall not be used as a precedent.

10. Relationship to Parent Award

This Agreement shall apply in conjunction with the Transport Industry (State) Award ("the Award"), provided that where there is any inconsistency, the provisions of this Agreement shall prevail to the extent of the inconsistency.

11. Entire Agreement

This Agreement, subject to Clause 10 "Relationship to Parent Award" contains the entire Agreement between the parties with regard to the employment by the Company of the employees, except so far as where the Agreement is silent, the relevant provisions of the Transport Industry (State) Award shall apply.

12. Dispute Settlement

The parties agree that the purpose of this Agreement is to establish long-term industrial stability for the course of the APS P&O Cold Logistics Contract - New South Wales.

All parties are committed to ensuring continuity of service to Australian Personnel Solutions clients. As such, the parties agree that industrial action will be seen as an absolute last resort, to be taken only if all other avenues of dispute resolution have failed. In line with this aim, the parties agree that paid union meetings shall occur once a month for a maximum of 30 minutes.

APS management representatives may attend these meetings from time to time for the purposes of providing information or discussing issues. APS management shall ensure that such participation does not prevent the Union from having the opportunity to speak to the employees, without management being present, for at least 15 minutes of each 30 minute meeting.

The aim of these meetings will be to address and resolve issues or potential problems so that they do not become grievances or disputes. Such meetings will be held at times which will pose the least inconvenience to APS and the client, P&O Cold Logistics.

Any dispute or claim shall be dealt with in the manner set out in this clause. No representations by aggrieved employees shall be made to P&O representatives at any time.

- (a) The dispute shall first be discussed by the aggrieved employee with the APS Contract Account Executive.
- (b) If not settled, the dispute shall be discussed between the accredited Union representative and the APS Manager of the Transport Division.
- (c) If agreement has not been reached, the dispute shall then be discussed between the APS Manager of the Transport Division and an appropriate officer of the Union.
- (d) If the dispute is still not settled, it may be submitted to the Industrial Relations Commission of New South Wales, by either party.
- (e) Until the dispute is determined, work shall continue in accordance with existing practice. No party shall be prejudiced as to the final settlement by the continuance or deferment of the work in accordance with this sub-clause.
- (f) The parties shall co-operate to ensure that these procedures are carried out expeditiously and shall endeavour to keep to the following limits:
 - (i) sub-clause 12(a) - Within 24 hours (weekends and holidays excepted)
 - (ii) sub-clause 12(b) - No later than three working days after (a)
 - (iii) sub-clause 12(c) - No later than five working days after (b)
 - (iv) sub-clause 12(d) - Immediately after (c).

This settlement of disputes procedure will apply to any dispute or claim (whether it arises out of the operation of this agreement or not) as to the wages and conditions of employment of employees employed by the Company.

13. Objectives

The objective of this Agreement is for APS and TWU to establish and continually work on an environment of long-term industrial stability for the duration of APS's relationship with P&O Cold Logistics.

In this way, APS can guarantee excellent customer service to P&O and good working opportunities for APS employees.

This Agreement is also designed to emphasise the importance of adherence to APS Occupational Health and Safety policies by all APS employees working on the P&O Cold Logistics Contract site.

The Australian Personnel Solutions Quality Policy ensures that the Company and all employees are jointly responsible for assuring Quality in their work and are constantly encouraged to suggest ways to continually improve Quality.

The parties agree that achieving effective teamwork and constantly striving to provide exemplary service on the part of every individual employee is critical to the success of this Agreement. The parties agree to work together to create an environment where drivers are encouraged to undertake actions and behaviour conducive to improving profitability, safety and customer service. Part of the commitment to service and quality on the part of every individual is the achievement of excellent presentation and care of equipment.

The parties to this Agreement understand that a major focus of this Agreement is on the delivery of quality service to APS's client, P&O Cold Logistics, on time and in full.

As part of this understanding, the parties agree that the purpose of this Agreement has been to guarantee continuity of supply to the client. For this purpose, the parties agree to strictly observe the dispute settling procedure contained herein.

14. APS P&O Cold Logistics Contract Benefits

Uniforms

- (a) The minimum uniform requirements are navy pants, blue shirt and steel capped boots.
- (b) Each APS P&O Cold Logistics Contract employee will be issued with the following APS uniform:

5 blue shirts

2 cotton drill navy pants/shorts

1 APS baseball cap

1 pair steel capped boots.

1 Bomber jacket.

Uniform items will be replaced on a fair and wear and tear basis.

15. Permanent Employees - Terms and Conditions

The parties agree that permanent employees working on the APS P&O Cold Logistics Contract - New South Wales from 1 May 2004 will be employed by APS on the following basis:

- (a) Employees will be offered permanent employment with APS, which will take effect from 1 May 2004.
- (b) Permanent employment may be terminated by the provision of the Award notice provisions, except in cases of summary dismissal, where no notice of termination shall be required. In circumstances where notice is required, APS may, at its discretion, require the employee to work out the entire notice period; or pay out the entire notice period; or require the employee to work out some of the notice period and pay out the residue.
- (c) Any permanent employee may be reassigned, either on a temporary or permanent basis, to another client site, other than P&O Cold Logistics, with at least one week's notice, due to downturn of work. The criteria that will be used to determine order of reassignment will be permanent employees with the least service shall be reassigned first, subject to any other relevant concerns such as impracticability of reassignment due to extreme distance of new client site from the employee's home. Any APS casuals on site will always be reassigned prior to reassignment of permanents. In circumstances of reassignment, the applicable rate as set out in Appendix 1 of this Agreement, or the client site rate, whichever is the higher, shall apply. The parties agree that every endeavour will be made to find and apply suitable reassignment for employees as an alternative to redundancy.

- (d) Employees must not absent themselves from the site, at any time, other than for the purposes of completing their daily driving assignments, without the express permission of the nominated APS Management Representative.

16. Hours of Work

The provisions of this clause are intended to summarise the relevant Award provisions as they apply at the P&O site.

This clause shall not be used to over-ride, contradict or in any way diminish the applicability of any relevant clause or clauses of the Award.

A permanent change in starting and finishing times will only be implemented after full consultation with affected employees, prior to any change taking place. The Union may be involved in any consultative and communication processes that occur, where requested by the employee/s.

- (a) Ordinary Hours
 - (i) The ordinary hours of work, which shall be 38 hours per week or 76 hours per fortnight, shall be worked continuously (except for meal breaks) between the hours of 5.00 am and 6.00 pm, Monday to Sunday.
 - (ii) Ordinary hours of work performed Monday to Friday shall be paid at single time.
 - (iii) Ordinary hours of work performed on Saturday will be paid at time and a half, for the first 10 hours and double time thereafter.
 - (iv) Ordinary hours of work performed on Sunday will be paid at double time.
 - (v) Work performed on a Saturday and Sunday as part of ordinary hours will be subject to agreement between the individual and APS.
 - (vi) Where ordinary hours are worked which include a Saturday and/or Sunday, the employee will be rostered off for two consecutive days immediately after the conclusion of his/her working week.
- (b) Start Times - All Employees
 - (i) Employees shall have their ordinary hours of work, displayed on a roster within the workplace, at least 7 days in advance. The roster shall display the employee's rostered days of work where applicable, the shift the employee is to be rostered on and the start time of each shift.
- (c) Meal Breaks - All Employees
 - (i) An employee shall be allowed a regular meal break during the ordinary hours of work except where unforeseen extraordinary circumstances arise which make the allowance of the regular meal break impracticable.
 - (ii) The meal break shall be 30 minutes and shall be taken at the direction of the employer at a time that suits the operational requirements of the site.
 - (iii) The provisions of this clause shall not override the provisions of the Motor Traffic Act NSW.
- (d) Work Performed Outside of Ordinary Hours

Monday to Friday

 - (i) Work performed before 5.00am or after 6.00pm, Monday to Friday, will be paid as overtime, at time and half for the first two hours and double time thereafter. All such work will be subject to individual agreement between APS and the employee. Where early starts constitute a regular

shift commencement time, the relevant provisions of the Award pertaining to shift penalties shall apply.

- (ii) Work performed within the spread of hours of 5.00am to 6.00pm, Monday to Friday that is in excess of ordinary hours shall be paid at time and half for the first two hours and double time after that.
- (iii) Shift start times may be rostered in advance to vary from day to day by no more than 2 hours, within the span of hours of the Award.

Saturday Work

- (iv) Where Saturday is worked as an ordinary day, double time shall be paid after 10 hours.
- (v) Where Saturday is not worked as an ordinary day, the employee shall be paid at the rate of time and a half for the first two hours and double time thereafter, with a minimum payment of four hours at the appropriate rate of pay.

Sunday Work

- (vi) Where Sunday is worked as an ordinary day, all hours shall be paid at double time.
- (vii) Where Sunday is not worked as an ordinary day, the employee shall be paid at the rate of double time, with a minimum payment of four hours.

(e) Length of Shift

- (i) Full time employees shall be rostered to work their ordinary hours over consecutive shifts during the week. Full time employees will be rostered to work 38 hours per week as 5 shifts of 8 hours, with the provision of an RDO as per clause 16(f).
- (ii) Casual employees that work outside the spread of ordinary hours shall be paid overtime in accordance with clause 19(c) of this agreement.
- (iii) A driver shall be required to work a maximum of 14 hours in any 24-hour period of which time a maximum of 12 hours shall be driving time, provided that the driver is trained in Total Fatigue Management. If training has not been provided, a driver shall only be required to work a maximum of 12 hours in any 24-hour-period. A ten-hour break shall be observed between shifts.

(f) Rostered Days Off

Employees shall be entitled to rostered days off which shall accrue as per Award provisions. Rostered days off must be taken at times prescribed by the Company.

Advance notice on a monthly shall be given of these times.

Rostered days off will only accumulate as per direction of the Company, and accumulation will not exceed 10 days in any case.

17. Annual Leave

Employees shall be entitled to annual leave in accordance with the terms of the Award subject to the following: Annual leave is to be given by the employer and taken by the employee in one or more of the following ways:

- (a) in one period of four weeks;
- (b) in two periods, one of three weeks and the other of one week;
- (c) in any other way agreed to between the employer and the employee.

- (d) with the provision of at least 28 days notice from the employer where the employer requires the employee to take leave, based on the operational requirements of the business.

All leave is subject to prior approval from the employer.

18. Personal Leave

Employees shall be entitled to Personal Leave in accordance with the terms of the Award subject to the following procedures;

- (a) An employee shall, as far as practicable, no less than 2 hours prior to the commencement of an absence on sick leave, personally contact their nominated APS management representative by phone, and inform the supervisor of their inability to attend for duty and state the nature of the injury or illness and the estimated duration of the absence. It is not acceptable for a relative or other person to contact the APS Management Representative on behalf of the employee to advise of their inability to attend for work, except where the employee is incapacitated, due to illness, to such an extent that he or she cannot personally make a telephone call.
- (b) An employee shall prove, by providing a medical certificate or other evidence to the satisfaction of the employer, that he or she was unable on account of illness or injury to attend for duty on any day, or days, for which sick leave is claimed, except for two single day absences in any one year, which shall not require documentary evidence of illness or injury.

Failure to comply with these procedures, without valid excuse, will result in counselling in the first instance and disciplinary action if repeated.

19. Wages

- (a) The wage rates payable under this Agreement for ordinary hours of work for employees will be as described in Appendix 1 of this Agreement.
- (b) The wage rates set out in Appendix 1 do not include Award Allowances. Allowances as prescribed by the Award shall be paid to employees.
- (c) Casual Employees shall be paid the rate specified in Appendix 1 (Confidential) for the appropriate classification, and in addition 15% of such rate. As per the Annual Leave Act, one twelfth of the loaded hourly casual rate shall be added to the loaded casual rate for the first 7.6 hours worked on any one day.
- (d) The overtime rate for casuals shall be calculated on the casual rate of pay.
- (e) The wage rates specified in this clause are to apply for the purpose of calculating all employee entitlements including (but not limited to) overtime, any form of leave, redundancy and superannuation, where the employee is entitled to such benefits.

20. Truck Allocation

APS or P&O reserves the right to allocate drivers to vehicles as it deems necessary to complete the job in the most effective manner. No notice period is necessary for the allocation of trucks.

21. Licences

APS shall conduct pre-employment licence interviews to ascertain the validity of employee licences, their correct endorsements and the status of any demerit points and prior disqualifications or cancellations.

Employees shall be required to produce proof of holding (i) a current licence and (ii) a Licence Conviction Record every 12 months to APS during the period of their employment, at APS's expense.

APS may at any time require any individual employee to (i) provide proof of holding a valid current licence and / or (ii) provide a current Licence Conviction Record, or authorise APS to obtain one on their behalf, at APS's expense.

Employees will immediately advise APS of any pending Court case or other proceedings, which may affect their current licence status by way of imposition of licence demerit points, licence suspension cancellation and or disqualification.

Failure to comply with any of these provisions within the time frame nominated by APS, may result in suspension or termination of employment.

22. Performance Measures

To maintain and continually improve high standards of client service, the following criteria will be used to measure the performance of employees and to encourage them to maintain continual improvement.

- (a) Professional presentation at all times (including maintaining uniforms in a clean and neat state at all times).
- (b) Making every possible endeavour to ensure that vehicles are not damaged and that accidents do not occur through any fault or carelessness on the part of an APS driver.
- (c) Administrative work to be completed correctly and on time, according to the standards set by APS.
- (d) Making every possible endeavour to ensure that vehicles are presented in a neat and clean condition at all times, both inside and outside of the vehicle (where the client provides this facility). This includes not smoking in vehicles at any time and ensuring that no food scraps/markings, or litter are left in the vehicle at any time.
- (e) Ensure that all vehicle defects are reported.
- (f) Making every possible endeavour to ensure that there are no customer complaints made about APS drivers.
- (g) Making every possible endeavour to ensure that full compliance is maintained at all times by every driver to the APS Safety Management System.
- (h) Making every possible endeavour to ensure that full compliance is maintained at all times by every driver to Quality Management Systems.
- (i) Making every possible endeavour to meet the performance measures described in Appendix 3.
- (j) The Company will consult with all employees concerning all performance measures and their implementation.

23. Superannuation

All Company employees covered by this agreement shall have their Superannuation entitlements paid to the Transport Workers Superannuation Fund. Employer contributions will be forwarded to the Superannuation Fund in accordance with the Superannuation Trust Fund Deed.

Superannuation payments provided for under this agreement will be paid in accordance with the *Superannuation Guarantee (Administration) Act 1992*, as amended from time to time.

An employee who elects to make additional voluntary Superannuation contributions shall have such contributions forwarded to the Superannuation Fund by the employer.

24. Recovery of Overpayment

The employee agrees that the employer may recover from the employee moneys paid to the employee incorrectly for any reason.

The employer and the employee shall reach specific agreement on the process for recovery of the overpayment with the follow provisos:

- (a) No deduction shall be made which shall result in the employee receiving less than 75% of his or her normal wage or salary for the nominated period.
- (b) The process of wage deduction to recover the overpayment will commence within 4 weeks of the overpayment being identified.
- (c) The agreed process and schedule for the recovery of the overpayment shall be documented and signed by the employer and the employee.

25. Code of Conduct

The parties agree to the terms of the P & O Cold Logistics Contract Code of Conduct as set out in Appendix 2 to this Agreement. This Code of Conduct will govern the employment of employees on the P & O Cold Logistics Contract assignments.

26. Union Notice-Board

The Company shall erect a notice-board at the depot, yard or garage for the purpose of posting any notice thereon in connection with union business, such board to be in a prominent position.

Where twenty or more employees are engaged in any one yard or depot pursuant to the terms of this agreement such notice-board shall have a glass cover fitted with a lock.

27. APS Approved Training and Enterprise Bargaining Agreement Meetings

All APS approved training received by APS employees and APS approved EBA meetings will be paid at normal time rates. Where such training sessions or meetings occur on a Saturday, no employee will be required to attend more than four per year. The Union and the Company agree that both parties may be present, if either party so desires, at all paid EBA meetings.

28. Agreement to Be Accessible

Copies of this Agreement shall be given to all employees covered by this agreement.

29. Anti-Discrimination

- (a) It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act*, 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti - Discrimination Act*, 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (d) Nothing in this clause is to be taken to affect:
 - (i) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) Offering or providing junior rates of pay to persons under 21 years of age
 - (iii) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act, 1977*; or
 - (iv) A party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

30. Review of Agreement

The Company agrees to maintain the existing collective process of negotiation of pay and employment conditions for both existing and all future new employees through the Union.

The parties shall meet to discuss negotiation of a new Agreement three months before this Agreement's expiry date.

31. Executed as an Agreement

SIGNED for and on behalf of APS Group)
 (Transport) P/L this 8th day of April 2004 in the)
 presence of:)
)
 _____)
) JULIAN BARSON
)
 _____)
 Witness Cameron Price)

SIGNED for and on behalf of the Transport)
 Workers Union this 8th day of April 2004.)
)
 _____)
 Witness)
)
)
)
 TRANSPORT WORKERS UNION NEW SOUTH
 WALES BRANCH
 Branch Secretary (New South Wales Branch)

APPENDIX ONE

Confidential

APS EMPLOYEES WORKING ON P&O COLD LOGISTICS CONTRACT RATES OF PAY AND CLASSIFICATION STRUCTURE

From 1 May 2004, APS employees while working on the P&O Contract will be paid the following rates. These will take effect from the first pay period commencing on or after 1 May 2004.

1. Wages - Weekly Employees

The classifications shall be based on the classifications prescribed by the Award.

Classification	First full pay period on or after					
	1.5.04	1.9.04	1.3.05	1.9.05	1.3.06	1.9.06
Grade 1	573.64	590.84	602.65	620.72	633.16	652.16
Grade 2	594.17	611.99	624.22	642.94	655.82	675.50
Grade 3	607.54	625.76	638.27	657.41	670.58	690.70
Grade 4	619.69	638.28	651.04	670.57	683.99	704.51
Grade 5	650.83	670.35	683.75	704.26	718.36	739.91
Grade 6	658.65	678.40	691.96	712.71	726.99	748.80
Grade 7	682.42	702.89	716.94	738.44	753.23	775.82
Grade 8	730.83	752.75	767.80	790.83	806.66	830.86

2. Hourly Rates for Weekly Employees

Classification	First full pay period on or after					
	1.5.04	1.9.04	1.3.05	1.9.05	1.3.06	1.9.06
Grade 1	15.09	15.54	15.85	16.33	16.66	17.16
Grade 2	15.63	16.10	16.42	16.91	17.26	17.78
Grade 3	15.98	16.46	16.79	17.30	17.65	18.18
Grade 4	16.30	16.79	17.13	17.64	18.00	18.54
Grade 5	17.12	17.64	17.99	18.53	18.90	19.47
Grade 6	17.33	17.85	18.20	18.75	19.13	19.71
Grade 7	17.95	18.49	18.86	19.43	19.82	20.42
Grade 8	19.23	19.80	20.20	20.81	21.23	21.86

APPENDIX TWO

APS CODE OF CONDUCT FOR P&O COLD LOGISTICS CONTRACT

The following Code of Conduct has been designed to ensure all APS employees understand their obligations/responsibilities with regard to offences, which may result in disciplinary action or termination (including summary dismissal).

The Code of Conduct is designed to clarify conduct expectations for employees, so that service to the client may be optimised at all times. Nothing in this Code of Conduct serves to abrogate APS's right to terminate an employee at any time for any reason at the conclusion of their minimum period of engagement or with payment in lieu thereof.

GENERAL

All employees including management are required to:

Treat customers and colleagues with honesty, courtesy and respect.

Effectively perform their duties in line with business objectives, awards/agreements, policies, rules and procedures.

Work in a safe and healthy manner.

Attend work when required and report absences immediately.

SUMMARY DISMISSAL

The following examples are listed as a guide to ensure that all employees clearly understand that such acts will result in immediate termination of employment.

Proven cases of theft and pilferage (stealing).

Falsifying of documents so as to achieve a benefit one is not entitled to (wages/time sheets etc).

Any form of proven malicious violence towards:

Company property;

Customers and/or their property;

Any member of the public and/or their property;

A fellow employee/s;

Above relates to during working hours and on Company or client property, however it does not prevent employees using reasonable self-defence.

Refusal to follow or carry out a lawful and reasonable request/directive given by a Supervisor, Fleet Controller, Manager, whether APS or client.

The use of, or being affected by or in possession of illegal drugs and/or substances in Company time, on Company property.

Consumption of alcohol during working hours.

Suspension or cancellation of vehicle licence for any reason.

Mishandling (throwing, kicking) thereby causing damage to freight.

Failure to be free from the influence of alcohol when reporting to work. All employees must observe the legislated zero blood alcohol content whilst operating a vehicle.

DISCIPLINARY ACTION AND POSSIBLE TERMINATION

The following list represents a guide for employees to ensure they understand that such conduct will result in disciplinary action, including possible termination.

Driving any vehicle in a client's complex at excessive speed.

Not approaching or treating employees or clients in a reasonable and civil manner.

Failure by the employee to bring to the attention of their supervisor or manager the fact that they are using prescription drugs which may affect their performance. Such information will be deemed confidential

Failing to notify the Company via an APS Transport Division Consultant, when arriving later than normal starting time.

Failing to ensure a vehicle check occurs for - Oil, Water, Tyres and Fuel, which results in a breakdown, vehicle damage, or loss to productive time.

Unacceptable attendance, continual lateness, patterned absences, failure to notify the Company via a Transport Division Consultant, for a pending absence (prior to rostered start time).

Failure to wear Company uniform while representing the Company whilst effecting pick-ups and deliveries.

Failure to effectively perform duties.

Failure to work in a safe and healthy manner.

Failure to comply with operating procedures which may lead to injury/damage to property/person or productivity.

APPENDIX THREE

DUTY STATEMENT FOR A.P.S. DRIVERS

To be fully uniformed and well groomed at all times.

To perform daily vehicle checks (including refrigerated units, i.e. settings) and complete documentation as required (on Company time.)

To scan and load own vehicle for delivery if required i.e. to ensure pallets are wrapped properly and correct operation of tuggers (pallet jacks) (on Company time.)

To operate vehicle in safe and courteous manner at all times (on Company time.)

To complete all documentation relative to delivery and return to Operations Centre complete (on Company time.)

To ensure all delivery windows are met and if not advise the Company immediately (on Company time.)

To ensure integrity and security of freight from dispatch to delivery (including returns) (on Company time.)

To ensure vehicle is fuelled and ready for next shift (on Company time.)

To report any defects/problems using correct procedures and document relative to the site (on Company time.)

To report any accidents, incidents or injuries immediately and complete relative to documentation (on Company time.)

To wash vehicle when and where directed to (on Company time.)

Other duties as agreed (i.e. scanning, pre-loading, vehicle transfers, etc) (on Company time.)

APPENDIX FOUR (NEW)

CHAIN OF RESPONSIBILITY

- (i) The employer may, under certain circumstances set out below, give out work by this agreement to;
 - (a) Another employer, whose employees will carry out all of the work so given;
 - (b) Another employer, whose employees will not carry out any or all of the work so given.
 - (c) Another entity that does not engage employees which will not carry out any or all of the work so given;
 - (d) Another person or other persons, who alone will personally carry out all of the work so given;
 - (e) Another person or other persons, who will not personally carry out any or all of the work so given.
- (ii) The employer must not give out work covered by this agreement to that other employer, entity or person(s) (as provided in sub-clauses (i)(a) to (i)(e)) unless the employer giving out the work makes a record in writing of the following details:
 - (a) The name of the other employer (or the other entity or person(s)) to whom the work is given and the Australian Business Number and/or Australian Company Number of the other employer (or the other entity or person(s)) to whom the work is given.
 - (b) The address of the other employer (or the other entity or person(s)) to whom the work is given.

- (c) The date of giving out of work and the date for completion or cessation of the contract or arrangement under which the work is performed.
 - (d) A description of the nature of the work to be performed. If the work to be performed involves the transportation of goods the description shall include the location from which the goods are to be transported and the destination to which the goods are to be transported.
 - (e) Where an employer gives out work to more than one employer, entity or person(s), the employer must keep an up to date consolidated list of those employers, entities or persons which contains all of the information required to be kept by this subclause.
- (iii) Where the work is given out to an employer whose employees will not carry out any or all of the work (as provided in sub clause (i)(b)) a copy of any record kept in accordance with sub-clause (ii) shall be, given to each person who performs part or all of the work given out, unless; the person who performs part or all of the work given out is an employee of the employer or person who has been given the work as provided in sub-clause (i)(b).
 - (iv) Where the work is given out to another entity or person(s) who will not carry out any or all of the work (as provided in sub-clauses (i)(c) and (i)(e)) a copy of any record kept in accordance with sub-clause (ii) shall be given to each person who performs part or all of the work given out.
 - (v) Where the work is given out to another person or other persons who alone will personally carry out the work (as provided in clause (i)(d)) a copy of any record kept, in accordance with sub-clause (ii) shall be given to that person or those persons doing the work.
 - (vi) Where work has been given out to another employer, entity or person(s) (as provided in sub-clause (i)) any record kept in accordance with subclause (ii), including the consolidated list, shall be available for inspection by a person duly authorised as if it was a record permitted to be inspected and copied under Part 7 of Chapter 5 of the New South Wales Industrial Relations Act 1996,
 - (vii) An employer must not enter into a contract or arrangement with another employer, entity or person(s) unless;
 - (a) The conditions provided by the employer for work performed in accordance with that contract or arrangement or the same as those prescribed by this agreement (or in the case of a contract carrier, the conditions of engagement are to be in accordance with the applicable contract determination);
 - (b) The rates of payment paid by the employer for work performed in accordance with that contract or arrangement are rates of payment no less favourable than those prescribed by this agreement (or in the case of contract carrier, the rates are to be no less favourable than those prescribed by the applicable contract determination); and
 - (c) This contract or arrangement requires the employer, entity or person(s) to whom the work is contracted to implement and/or maintain a Safe Driving Plan system in respect of any of the contracted work. For each and every freight delivery task a Safe Driving Plan must be completed. Each Safe Driving Plan must be multiple copy (at least triplicate) and self-carbonating. A Safe Driving Plan must be in the form annexed to this agreement and clearly record the following information:
 - Drivers details and operating license number;
 - Name and contact details of Owner of vehicle including operating license plus principal contractor details where the task has been further contracted;
 - Name and contact details of customer including industry operating license;
 - Insurance details;

Speedometer reading on truck prior to departure and upon arrival;

Details of trip, specifying departure point and time, destination, route to be used and time for journey (expressed as range of a minimum number of hours with allowances for variations);

Details (totals and time periods) of time driver spent if more than 24 hours immediately prior to departure driving (including local deliveries), other work activities such as loading, and significant rest breaks (if six hours or more);

Details sufficient to identify the most recent Safe Driving Plan relating to the driver prior to the current trip;

The rate to be paid to the driver for the job and details of when the payment will be made;

Any applicable demurrage rate to apply;

An undertaking by the operator that the truck has no defects/maintenance problems and the load has been properly restrained;

An undertaking by both the operator and the client that the truck has not been overloaded;

Whether or not hazardous/dangerous freight is being carried and where it is being carried, details of that freight.

When a driver collects a load the driver and the consignor/freight forwarder/client will complete the relevant details on the Safe Driving Plan. A copy of the completed form will stay with the consignor/freight forwarder/client. Two copies of the form will go with driver together with one copy of the Safe Driving Plan for the trip completed by that driver immediately prior to the current: trip. At arrival at the delivery point the driver and the recipient will complete the details relating to the speedometer reading at the time of arrival, the actual arrival time, the total time taken for rest breaks and any other trips or side trips. The Safe Driving Plan is then to be signed by the recipient who is to retain a copy.

Note: For the purposes of this sub-clause a "contract or arrangement" means a contract or arrangement for the performance of work as provided in sub-clauses (i)(b), (i) (c), (i)(e).

- (8) An employer must not enter into a contract or arrangement with another employer, entity or person(s) (hereafter called "the second person") as provided in sub-clauses (i)(b), (i)(c) or (i)(e) unless;
- (a) The contract or arrangement contains a term which provides that any work performed by a person other than the second person is carried out pursuant to a written agreement between the second person and the person who will actually perform the work; and
 - (b) The written agreement specifies each of the matters set out in clauses (ii)(a) to (ii)(d); and
 - (c) The written agreement provides for conditions that are the same as those prescribed by this agreement and rates of payment no less favourable than those prescribed by this agreement. In the case of a contract carrier the conditions of engagement are to be the same as under the applicable contract determination and the rates of payment are to be no less favourable than those prescribed under the applicable contract determination; and
 - (d) The written agreement requires the implementation and/or maintenance of a Safe Driving Plan system as described in (vii)(c) of this clause, above,

Note: For the purposes of this clause a "contract or arrangement" means a contract or arrangement for the performance of work as provided in clauses (i)(b), (i)(c) or (i)(e).

APPENDIX 5

OCCUPATIONAL HEALTH AND SAFETY

Upon entering this agreement the company agrees:

To comply with all current Codes of Practice (including the current version of "Trucksafe".), Regulations, Worksafe Australia documentation and approved and recognised industry standards as a minimum requirement, so as to meet and comply with the company's obligations under The *Occupational Health and Safety Act* (2000).

To authorise all transport workers elected to OH&S Committee to attend a committee-training course (as per version 19 (e) *NSW OHS Act*, 2000) as soon as practicable within 3 months of being, elected to such a position.

"Blue Card" training or equivalent

Training for all existing employees will be conducted during the next six months. A review will be prepared during June 2003 to ascertain how the training program is progressing and the effectiveness of this training so far.

New employees will be "Blue Card" trained (or equivalent) during the initial induction program. The current induction program is under review and will be altered to include the necessary components to achieve "Blue Card" (or equivalent) accreditation.

Line haul contractors will be immediately informed about the introduction of "Blue Card" (or equivalent) training. The "Blue Card" (or equivalent) training will commence as soon as is possible and the training will be conducted over the next 6 months.

If relevant, the company will work with the accredited training organisation to roll out the "Blue Card" training within the stated time frames, or provide an equivalent programme. It must be noted and understood that the business must continue to operate during the introduction of "Blue Card" or equivalent. The training of the industry and employees is acknowledged but at all times all parties must keep the best intentions of the business at the forefront of their minds.

APPENDIX 6

SHARE CONTRIBUTION

The parties to this agreement recognize that;

- (a) The interests of employees/contract carriers in the negotiation of this agreement have been solely represented by the TWU;
- (b) This agreement provides for rates of remuneration and other benefits which are significantly more advantageous for employees/contract carriers than those under the applicable award/contract determination;
- (c) The TWU will have a continuing role, as the representative of employees/contract carriers, in the implementation and enforcement of this agreement and in the resolution of any disputes which may arise with respect to the agreement; and
- (d) The TWU has expended and will continue to expend significant resources in representing the interests of employees/contract earners covered by this agreement,
 - (i) In consideration for the above services provided by the TWU to the benefit of all employees/contract carriers covered by this agreement, it is agreed that all such employees/contract carriers shall, while this agreement remains in force, make a "fair share" contribution to the cost of those services.

- (ii) The "fair share" contribution to be paid by each employee/contract carrier to the TWU shall be as follows for each calendar year in which the agreement applies:

\$448.00	(\$8.62 per week)
\$509.00	(\$9.79 per week)
\$571.00	(\$10.98 per week)

- (iii) The "fair share" contribution shall be paid to the TWU in weekly instalments, by payroll deductions. The employer shall establish a payroll deduction facility for any employee/contract carrier who wishes to pay his or her "fair share" contribution by payroll deductions.
- (iv) Financial members of the TWU who already and continue to contribute to the cost of TWU services by way of their union membership fees shall be permitted to set-off the union membership fees paid by them in any calendar year against their "fair share" contribution for that year.
- (v) The employer/principal contractor shall, on a regular basis, advise each employee/contract carrier in writing of his or her obligations under this clause (and the legal consequences which may follow for any person who breaches the terms of this agreement). Such advice shall also be provided to each new employee/contract carrier upon the commencement of their engagement.