

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/5

TITLE: Linfox BHP NSW Linehaul Enterprise Agreement 2003

I.R.C. NO: IRC4/6470

DATE APPROVED/COMMENCEMENT: 22 November 2004 / 1 December 2003

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 28 January 2005

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Linfox Australia Pty Ltd, who fall within the coverage of the Transport Industry (State) Award

PARTIES:

LINFOX - BHP NSW LINEHAUL ENTERPRISE AGREEMENT 2003

1. Title

This agreement shall be referred to as the Linfox BHP NSW Linehaul Enterprise Agreement 2003.

2. Arrangement

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3. Parties Bound

3.1 This agreement is binding on:

- (a) the Transport Workers' Union of New South Wales (the Union), its officers and members; and
- (b) Linfox Australia Pty Ltd (Linfox)

in respect of employees of Linfox employed in New South Wales (whether members of the Union or not) whose employment is regulated by the Transport Industry (State) Award, as varied from time to time, and whose workplace and/or operation is identified in clause 1 hereof.

3.2 This agreement is also binding on each successor and transmittee of Linfox, including the customer, other principal logistics services providers, and their respective sub-contractors and labour hire agencies.

4. Period of Operation

4.1 Linfox shall make application to the NSW Industrial Relations Commission (the Commission) for approval.

4.2 The nominal term of this agreement shall be three years from 1 December 2003.

5. Extensions of Agreement

- 5.1 Subject to the *Industrial Relations Act* 1996 and the Parties' Rights under Clauses 6 and 7, This Agreement is Intended to Operate for Five Years from the Date on which the Agreement Commences under the Act, With Its Terms and Conditions Therefore Continuing for the Balance of Such Period After Expiry of the Nominal Three-Year Period of Operation.
- 5.2 Accordingly, in due time, the parties may make joint application to the Commission for an extension of the agreement's period of operation.
- 5.3 If an extension is not possible under the Act, Linfox shall make application to the Commission for approval of a replacement agreement that substantively replicates the terms of this agreement, and such application shall be fully supported by the Union.

6. Termination of Agreement

- 6.1 Notwithstanding the nominal expiry date that may be set out in any Commission approval or extension order, at any time from or after 1 December 2006 either party may give the other in writing one month's notice of the termination of this agreement. The party that gives notice must immediately make application to the Commission for an order to give effect to the termination. Such application shall be fully supported by the other party.
- 6.2 For the duration of any notice of termination, the parties and relevant employees shall continue to observe every particular of this agreement, including clause 11 (Employee's Duties) and clause 20 (Disputes).
- 6.3 Notwithstanding any termination of this agreement pursuant to this clause, the Union and employees undertake that under no circumstances will there be a wage increase in 2007 prior to the final Linfox pay day in June of that year.

7. Variation of Agreement

- 7.1 At any time after 1 May 2006 either party may initiate discussion with the other party about a proposed variation to the rates of pay and/or adjustments thereto.
- 7.2 If these discussions lead to an agreement between the parties, the party seeking the proposed variation will seek to vary the Agreement in accordance with section 43 of the Act
- 7.3 If these discussions do not result in an agreement between the parties, then either party may, in accordance with clause 20 (Disputes), notify a dispute to the Commission.
- 7.4 The parties agree the Commission may conciliate and if necessary make a recommendation about the issues between them, on the basis of industrial and commercial merit considerations. The Commission's recommendation shall form the basis of an application by the parties for an agreed variation of this Agreement by way of a further enterprise agreement in accordance with section 43 of the Act.

8. Objects

- 8.1 The objects of this agreement are to provide a sound foundation for:
 - (a) Contract retention by Linfox and job security for employees.
 - (b) A good return on investment for Linfox, and good wages and other benefits for employees.
 - (c) Ongoing effective training and development of employees.
 - (d) A safe and efficient work environment.

9. Relationship to Previous Agreements and the Award

- 9.1 This agreement replaces all previous enterprise agreements and shall be read and interpreted wholly in conjunction with the Transport Industry (State) Award (the award) as varied from time to time, provided that this agreement:
- (a) shall prevail to the extent of any inconsistency with the award; but
 - (b) shall not reduce or limit any right, benefit, remedy, discretion, authority or power available to Linfox under the award.
- 9.2 All prior agreements forever cease to be in operation upon approval, even if this agreement's operation should at some stage be terminated by order of the Commission.
- 9.3 Where necessary under the Act, Linfox will make application to the Commission for each previously approved enterprise agreement to be terminated. Any such application shall be fully supported by the Union.

10. Chain of Responsibility

Linfox and the Union will use their best lawful endeavours and co-operate to ensure that subcontractors and labour hire agencies, as well as their respective transport workers, receive their due entitlements and abide by their obligations at law, including (but not limited to) entitlements and obligations under awards, contract determinations, and legislation relating to road transport regulation and occupational health and safety. In addition, Linfox will implement appropriate contract and invoicing arrangements, having regard to the intent of section 127 of the Industrial Relations Act (NSW). Where relevant, the parties will negotiate on rates payable to captive lorry owner-drivers. Neither party to this agreement will tolerate operators who persistently breach the above-referred chain of responsibility obligations, and will keep each other advised with a view to appropriate action being taken to remedy the situation.

11. Employees' Duties

- 11.1 Every employee must at all times:
- (a) perform his/her duties with due care and diligence;
 - (b) comply with the lawful instructions of management;
 - (c) not engage in inappropriate behaviour; and
 - (d) comply with policies, procedures and rules in operation at the time.
- 11.2 In respect of policies, procedures and rules, subject to the law these may deal with such matters as: safe work practices, personal grooming and appearance, clothing and footwear, attendance at training programs, behaviour and performance standards, the searching of lockers, private bags and private vehicles, unauthorised absences, provision of full and accurate information and specific work practices. If at any stage an employee is in doubt about current requirements, he/she must seek clarification from his/her supervisor without delay.
- 11.3 In respect of such policies, procedures and rules:
- (a) Linfox will consult with the TWU and, as appropriate, with TWU site-representatives regarding all current requirements and any proposed future requirements.
 - (b) Linfox will ensure that all employees are adequately informed of the requirements in place from time to time.
- 11.4 In the case of locker searches, the individual employee and, where he/she wishes, the union delegate or other readily available nominated employee, must be in attendance at the time.

- 11.5 All grievances and disputes about industrial matters must be handled strictly in accordance with the steps set out in clause 20 (Disputes). This includes, if the matter is not resolved at an earlier stage in the process, reference to the TWU State Secretary and, if still not resolved, reference to the Industrial Relations Commission.
- 11.6 All yard meetings during working time for Union business must be at an agreed time for a short duration without disruption to the operations of the contract.

12. Other Matters

- 12.1 Linfox employees must at all times treat the customer, the customer's customers, members of the public, and Linfox personnel with the utmost respect and courtesy at all times. If a problem occurs with the level of customer service requested, the employee shall contact the supervisor but nonetheless complete the delivery or other task in accordance with instructions. Management is to endeavour to resolve any problems before the next delivery or task is required.
- 12.2 Linfox wishes to maximise the utilisation of company vehicles and employ permanent full-time vehicle operators in preference to the use of casuals, part-timers, subcontractors, other carriers, or agency personnel. However, Linfox will determine at its sole discretion the precise local fleet mix and personnel levels, having regard to commercial and operational requirements, as well as the terms of any genuine yard agreements. Any permanent reduction in employee levels shall be preceded by consultation with Union delegates.
- 12.3 Subject to the requirements of 'funds choice' legislation and the requirements of the Act, Linfox shall make contributions with respect to all its employees to the TWU Superannuation Fund.
- 12.4 All employees covered by this agreement who choose to be covered by a Sickness and Accident Income Protection Plan, eg as provided by Chifley Insurance Brokers (a division of Lowe Littman Bott Pty Ltd), shall make their own premium contributions specified by the Plan. While Linfox operates a pay deduction facility, this may be utilised by employees, on standard Linfox terms, in order to facilitate payment of premium contributions.
- 12.5 New weekly employees shall be on a minimum of three months' probation, during which time employment may be terminated on one week's notice or pay in lieu thereof. However, a longer period of up to six months' probation may apply by separate local agreement where the unusual or complex nature of the operations concerned so justifies. After twelve months' full-time satisfactory employment with Linfox, unless impracticable a casual shall be offered full-time weekly employment, and if such offer is accepted no probationary period shall apply.
- 12.6 Agency casuals may, while engaged to perform work in respect of new contracts or operations, receive lesser rates than those set out in this agreement, for their initial three months.
- 12.7 Nothing in this agreement overrides any separate agreement between the parties relating to limited tenure, fixed or maximum term, or specific purpose employment.
- 12.8 One Union delegate per distinct workplace shall be released on up to four occasions per calendar year without loss of pay to attend Union meetings. On each occasion a maximum of 4 hours (including each-way travel time) shall be normally allowed for such attendance. On each occasion the Union must give notice in writing to the designated Linfox management contact persons, with such notice being received at least two weeks prior to the meeting concerned. Further Union meetings or additional delegate attendance may take place by separate agreement between the parties at the time.
- 12.9 Linfox is happy to participate in any process of discussions with the Union, the State Government and/or Industrial Relations Commission regarding the Union's desire to establish a Transport Industry Insurance/Trust Fund Scheme for the protection of transport workers' accrued entitlements in the event of employer liquidation.

13. Training

- 13.1 Linfox maintains a high commitment to training of its personnel. The company provides availability of full time trainers in each state and operates a subsidiary company, The Anglesea Complex, as a Registered Training Organisation to provide curriculum and program support.
- 13.2 The company offers a wide range of accredited programs from the Certificate in Transport and Distribution in both Road Transport and Warehousing. Linfox is intends to continue participating in a program of Adult Traineeships for all staff, on a voluntary basis, to codify and enhance the qualifications held by existing staff. It is intended that such program will have a significant number participants registered for a comprehensive recognition and training program to Certificate III level.
- 13.3 Linfox Trainers generally have been recruited from the Transport and Distribution Industry and have all had many years of practical experience that provide them with an excellent base of industry knowledge and understanding of employee issues.
- 13.4 Linfox Training Services commences its relationship with employees generally at the interview stage where Driver or Workplace Assessments are carried out to determine an applicant's suitability for a particular task. On appointment, the induction of a new employee into the workplace is generally conducted by a Linfox Trainer. Regular programs of Driver Training, Manual Handling, Defensive Driving and Licence upgrades are conducted as the employee progresses in their employment with the company. The company also has a process of regular re-induction of employees to ensure that changes in procedures are well known in the workplace and that new practices and developments are communicated directly to employees
- 13.5 Linfox intends to have trained on each of its sites at least one Workplace Assessor to ensure that there is always someone available to conduct assessments in the absence or unavailability of a Linfox Trainer. Workplace Assessors form an important link in the ability of the company to deliver comprehensive training services. The role of Workplace Assessor recognises the expertise of experienced staff. The Workplace Assessor Training Program is fully funded by the Company and is a three-day training program.
- 13.6 The Anglesea Complex referred to above is an important distinguishing feature of the Linfox commitment to Training. As a VicRoads Accredited Heavy Vehicle Testing organisation, The Anglesea Complex has trialed a number of Vicroads and NRTC initiatives. The Transitional Fatigue Management Scheme is a good example of the type of program that has been introduced throughout the company by staff of The Anglesea Complex.
- 13.7 As well as the planned upgrade of skills for staff much of the work of trainers is in response to particular difficulties that staff may have dealing with new equipment, changed conditions or work practices. Linfox training aims to be both pro-active and also supportive in reaction to the needs of staff in meeting both safety and efficiency objectives for the benefit of the individual and the company.
- 13.8 Linfox reaffirms its policy of providing necessary training for all employees to meet operational requirements, as reflected in the foregoing. All Linfox required training is to be provided at no cost to employees, with employees being paid the base rate for each hour's participation. However, there shall be no payment for attending training outside ordinary rostered hours for acquisition or renewal of necessary licences, certificates or 'passports', ie "knowledge for time" exchange. Where practicable and provided there is no disruption to normal operations, training will be conducted in the period Monday to Friday.
- 13.9 The company shall promote through its training programs professional excellence, health and safety, improved understanding of the award and general industrial rights and obligations, for the mutual benefit of Linfox and its employees.

Induction

- 13.10 All new employees must complete appropriate inductions prior to being allowed to work independently or to operate company supplied vehicles or equipment. The designated manager makes the necessary arrangements for the following to be completed: general induction, site specific briefing, and

vehicle/equipment instruction. The names of newly inducted employees will be made available to the Union's site delegate.

Ongoing Training

- 13.11 Linfox will provide directly, through The Anglesea Complex, or with the assistance of other accredited training providers ongoing training for its employees, including in respect of: in-cab assessments, new vehicle and equipment instruction, on-road awareness, fatigue management, defensive driving, workplace health and safety, customer service, new technology, quality management (including HACCP and Trucksafe).

14. Safety

- 14.1 It is the policy of Linfox to provide, maintain and endeavour to improve high standards of health and safety in all work activities. Linfox will continue its efforts to:
- (a) provide safe working conditions for all employees;
 - (b) provide and maintain safe motor vehicles, plant and equipment;
 - (c) provide sufficient and on going training;
 - (d) take all practical steps to avoid accidents;
 - (e) regard all industrial accidents as preventable;
 - (f) develop the awareness and attitudes of management and employees to the need for maintaining sound work practices and to eliminate as far as reasonably possible, all accidents in the future.
 - (g) constantly review the work process and conditions;
 - (h) provide immediate access to qualified medical and rehabilitation assistance as may be required in the event of injury;
 - (i) enforce safety rules without exception or favour;
 - (j) require all employees, visitors, contractors and third parties to follow safe operating practices and procedures that will safeguard themselves, the public and other employees at all times.
- 14.2 The joint co-operation of employees, supervisors and managers in observing this policy at all times will assist in providing safe working conditions for all parties.

Managers and Supervisors

- 14.3 Managers and supervisors are responsible for directly and continuously supervising compliance with all Linfox safety policies and procedures for all employees, contractors and visitors under their direct control.

Occupational Health and Safety Representatives

- 14.4 Occupational Health and Safety Representatives are the elected representatives of their respective designated work groups and are responsible for taking appropriate action on all safety or health matters raised by any member of their work group or as a result of their own observation or assessment.
- 14.5 Occupational Health and Safety Representatives will receive positive and continuous support from all level of Linfox management, with appropriate time, training and resources devoted by Linfox to allow the Representatives to fulfil their necessary functions. Occupational Health and Safety Representatives will be involved in all areas of consultation in matters affecting their respective work areas.

Occupational Health and Safety Committee

- 14.6 The Committee will be responsible for reporting to management specific occupational health and safety issues and recommendations for change/improvement to Linfox policies, procedures or work environments.
- 14.7 Occupational Health and Safety Committees will be comprised of Occupational Health and Safety Representatives, management representatives and other specified personnel.

Employees

- 14.8 All Linfox employees are required to comply with both Linfox and site safety rules and regulations at all times and to report any safety issues as they arise.

15. Rates of Pay

- 15.1 Effective from the beginning of the pay period to commence on Thursday 26 June 2003, the weekly wage rates, as set out in the table below shall be increased by 5% with the result payable for all award purposes. See Appendix A for the weekly wage levels that will apply as a consequence.
- 15.2 Effective from the beginning of the pay period to commence on Thursday 24 June 2004, the weekly wage rates in force immediately beforehand shall be increased by 5% with the result payable for all award purposes. See Appendix A for the weekly wage levels that will apply as a consequence.
- 15.3 Subject to termination or variation of this agreement pursuant to clauses 6 and 7, effective from the beginning of the pay periods to commence on Thursday 30 June 2005, Thursday 29 June 2006 and Thursday 28 June 2007, the base weekly rates of pay shall be further adjusted in accordance with the CPI movement (as defined) over the twelve months period ending the previous 31 March.
- 15.4 The 'CPI movement' means the Australian Bureau of Statistics (ABS) published percentage change in the Sydney all groups consumer price index for the relevant period, but with any consequential increase to weekly wage rates being no less than the dollar-value(s) of the most recent generally available Award Safety Net Adjustment, as may have been granted by the Commission in the same calendar year to the date from which the wage adjustment under this agreement is to take effect.
- 15.5 The initial adjustment referred to in sub-clause (a) hereof shall apply on the following weekly wage rates.

Employees under the NSW Transport Industry (State) Award

Award Classification	Weekly Wage
Grade One	546.50
Grade Two	565.60
Grade Three	578.90
Grade Four	590.30
Grade Five	620.00
Grade Six	627.50
Grade Seven	650.30
Grade Eight	696.40

New Initiatives

- 15.6 It is possible that the percentage wage increases provided for in subclauses 15.1 and 15.2 hereof will exceed the Australian Bureau of Statistics (ABS) published percentage change in the Sydney all groups consumer price index for the twelve months ending the previous 31 March.
- 15.7 If this happens in one or both years then, subject to the qualifications and commitments set out herein in paragraphs 15.8 and 15.9, the wage increase/s concerned must be accompanied by sufficient new agreed

initiatives implemented since commencement of this agreement with the aim of covering any shortfall in cost recovery that might otherwise exist.

- 15.8 A joint management-employee workplace consultative committee shall be established and meet regularly to ensure this process is successful. Such committee must strive to complete its task as soon as practicable, and within a six-week timeframe from establishment. The Company must not make any unreasonable demands for the purpose of cost recovery. The Union and employees must not unreasonably withhold consent to any Company proposed new initiatives.
- 15.9 The process set out in this subclause is not intended by the parties to operate in an overly rigid, inflexible or 'negative cost cutting' manner. Both parties recognise that in arriving at the intended outcome a genuine and sustained effort will need to be made.
- 15.10 The above-referred rates of pay and adjustments shall be in lieu of all award and non-award wage rates and increases that would otherwise apply.

Mutual Protection

- 15.11 Nothing in this agreement precludes discussion and possible further agreement at any stage between the parties, in respect of wage rates and adjustments thereto, in the following circumstances: (i) Where Linfox's major industry competitors apply wage levels which are significantly higher than those payable by Linfox under this agreement, the Union may raise the matter; or (ii) Where the contract or operation experiences commercial or profitability difficulties, the Company may raise the matter.

16. Pay Options

- 16.1 All wages due shall be paid weekly directly into an employee's nominated bank account.
- 16.2 Subject to the parties reaching agreement at the time, and having complied with the requirements under clause 18 (Local Matters), a unit rate payment scheme (eg. cents per kilometre, trip rates, pallet rates or combination of various elements) may be implemented during the life of this agreement and in substitution for the weekly or hourly rates of pay otherwise prescribed by this agreement. Any agreed scheme shall thereby override any otherwise inconsistent payment provision.
- 16.3 Linfox may at its sole discretion implement or discontinue any productivity or performance based payment arrangements applicable at a local level. Implementation is subject to the application of such arrangements not involving any breach of this agreement, with any payments being over and above prescribed rates of pay, and being available to all employees. Implementation or discontinuation must be preceded by consultation with employees.

Common Hourly Rates

- 16.4 Subject to the parties reaching agreement at the time pursuant to, and having complied with the requirements of, clause 18 (Local Matters), a Common Hourly Rate payment scheme may be implemented during the life of this agreement and in substitution for the weekly or hourly rates of pay otherwise prescribed by this agreement. Any agreed scheme shall thereby override any otherwise inconsistent payment provision. Each CHR figure shall be in lieu of all disability allowances or loadings for irregular start times, different shifts and overtime.

The base rates prescribed in clause 15 (Rates of Pay), as adjusted shall as a consequence result in adjustments to the CHR figures as may be set out in an agreed matrix, in accordance with the originally utilised calculation methodologies and relativities.

17. Ordinary Time Rate of Pay

In respect of superannuation contributions, workers compensation payments, and payments due in respect of paid leave periods and public holidays, "ordinary time" pay or "notional earnings base" shall be, subject to applicable legislation, calculated only on the basis of the employee's classification rate of pay under this

agreement, plus any applicable shift loading and weekly allowances in the Award, and exclude all extraneous allowances, loadings, bonuses, incentive payments and the like.

18. Further Agreements and Local Matters

- 18.1 After commencement of this agreement, the parties are at liberty to reach separate agreement with employees collectively and/or individually about matters of concern at workplace level. Any agreements reached must be recorded in writing. The parties shall ensure that such agreements do not contravene the no net detriment test. The parties agree that the items listed in Appendix B are available as local discussion points, but additional or replacement items may be raised by either party.
- 18.2 In the event that it is proposed that a local workplace agreement depart from or effectively vary a term of this agreement, the Union must be invited to participate in the discussions and become a party to any formal agreement reached. Any such formal agreement must be executed by the Linfox Divisional General Manager concerned and Union's State Secretary. To give effect to this agreement, the parties shall submit a copy of each local workplace agreement to the Commission for formal approval by the Commission.
- 18.3 Subject to there being no inconsistency with the other terms of this agreement, the matters as set out in Appendix C are agreed at a local level between the parties.

19. Counselling and Discipline

- 19.1 Where a breach of employee duties (including under clause 11) is indicated, the matter will be the subject of appropriate investigation by management, and possibly followed by counselling of the employee(s) concerned. Where it is considered the employee may be at fault then an official warning and/or other disciplinary action may also follow. This shall be the case even if a more tolerant approach has been previously taken at particular workplaces. In the case of serious misconduct, an employee's employment may be terminated without notice or payment in lieu.
- 19.2 Serious misconduct includes but is not limited to:
- (a) Dishonesty or Theft
 - (b) Falsification of Worksheets
 - (c) Misuse or Abuse of Equipment
 - (d) Intoxication
 - (e) Illicit Drug Use
 - (f) Fighting
 - (g) Physical or Verbal Abuse
 - (h) Sexual Harassment
 - (i) Actions Endangering Health or Safety
 - (j) Commission of a Crime
- 19.3 Where suspension of duties is necessary while an investigation regarding the facts is taking place, this shall be: (i) by disengagement or without pay in the case of a casual employee; and (ii) on ordinary time payment only for other employees, but to the limit of the value of the employee's accrued leave and RDO credits.
- 19.4 In the latter case, where the employee: (a) is exonerated, earnings for the suspension period shall be made up and such make-up for each of the employee's normal working days is to be calculated at

his/her average daily earnings rate over the thirteen weeks prior to suspension; or (b) is terminated in his/her employment, then the value of payment due in respect of the suspension period shall be deducted from the value of any accrued leave and RDO credits that would otherwise be payable on termination, and the individual concerned shall be deemed to have taken his/her leave for the relevant period.

- 19.5 In the rare case of employment being terminated by Linfox, the former employee may make an 'unfair dismissal' claim in accordance with the *Industrial Relations Act 1996*, and seek to be represented by the Union.
- 19.6 Nothing in this agreement shall affect the right of Linfox to immediately terminate an individual's employment for serious misconduct.

20. Disputes

- 20.1 Subject to the Act, any dispute shall be dealt with in the following manner:
- (a) The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.
 - (b) In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an organiser of the Union and the workplace manager.
 - (c) Should the dispute still remain unresolved the Secretary of the Union or a representative shall confer with senior management.
 - (d) In the event of no agreement being reached at this stage, the dispute shall be referred to the Industrial Relations Commission for resolution.
- 20.2 All work shall continue normally while these negotiations are taking place.
- 20.3 Nothing in this agreement in any way limits or detracts from Linfox's rights at law, whether under common law or statute.

21. Full and Final Settlement

- 21.1 This agreement is in full and final settlement of all Union or employee claims relating to employee rights and entitlements. Accordingly, the Union or employees shall not pursue any extra claims, nor take any industrial or protest action concerning any matter explicitly or implicitly dealt with in this agreement.
- 21.2 In any event:
- (a) Any work that commences or resumes on a day or shift following a stoppage of work not authorised by management, shall attract ordinary time rates of pay until the full duration of the normal ordinary time period has actually been worked, so that employees shall not be over compensated for work that would have been done in ordinary time but for the stoppage.
 - (b) The Union or employees under this agreement shall not encourage or incite employees (or other persons) not covered by this agreement to take industrial or protest action of any kind.

22. No Precedent Value

This agreement has no precedent value and shall not be relied upon by either party in negotiations for enterprise agreements to apply to other parts of the Linfox business.

Signed In Agreement For And On Behalf Of The Employees

.....
(TWU YARD DELEGATE)
DATED:

.....
WITNESS
NAME:

Signed In Agreement For And On Behalf Of The Transport Workers' Union Of New South Wales

.....
(SECRETARY)

DATED:

.....
WITNESS

NAME:

SIGNED IN AGREEMENT FOR AND ON BEHALF OF LINFOX AUSTRALIA PTY. LTD.

.....
(DIVISIONAL GENERAL MANAGER)

DATED:

.....
WITNESS

NAME:

APPENDIX A

In accordance with subclause 15(e) of this agreement, weekly wage rates shall be as set out below as on and from the dates indicated.

Employees under the NSW Transport Industry (State) Award

Classification	26 June 2003	24 June 2004
Grade One	573.80	602.50
Grade Two	593.90	623.60
Grade Three	607.80	638.20
Grade Four	619.80	650.80
Grade Five	651.00	683.60
Grade Six	658.90	691.80
Grade Seven	682.80	717.00
Grade Eight	731.20	767.80

APPENDIX B

In accordance with subclause 18(a) of this agreement, the items listed below are available as local discussion points, but additional or replacement items may be raised by either party.

1. Early starts without overtime penalty, extra meal/crib breaks or meal money provided notified by end of work on previous day or shift, or where individual genuinely agrees to lesser notice.
2. Late starts on 2 hours notice without penalty for long distance or metro to country trips.
3. Ordinary hours of work may be worked on any combination of days in the week, including Saturday and Sunday, thus allowing for non-consecutive days off.
4. Early morning shift to apply as required, without majority employee vote.
5. Subject to compliance with Award regarding consecutive hours off duty, notification may be given by end of work on previous day or shift (or where individual genuinely agrees to lesser notice) of transfer between day work and shift work, or between shift rosters.
6. Meal/ crib breaks to be taken during natural work breaks, eg while queuing and/or during delays in loading/unloading activities.
7. Meal money not payable if notified by end of work on previous day or shift that at least two hours overtime to be worked on following day or shift, and in any event payable only once for each day/shift's overtime performed after completion of ordinary hours.
8. No higher duties payments on day unless higher function performed for two hours or more in total.
9. Option to discontinue RDOs where either the operation concerned has twenty or fewer employees, fifteen or fewer vehicle, or for commercial reasons continuity of the operation would be prejudiced.

10. RDO or leave credits to be utilised at short notice (end of work on previous day or shift) in the event that sufficient work not available or able to be performed (eg inclement weather).
11. RDOs need not apply where weekly ordinary hours are rostered over fewer than five days per week, eg four day week or nine day fortnight.
12. No RDO accruals for extended paid sick leave periods, ie for periods in excess of five calendar days.
13. Spare days or shifts (eg arising when others on sick leave) to be flexibly covered on an hour for hour TOIL (time off in lieu) basis where practicable.
14. Late start through fault of employee to attract ordinary time rates for balance of normal duration of ordinary time period, providing work is available or continues, ie no wages recovery through undue overtime earnings.
15. Public holidays (excluding Christmas Day and Good Friday) may be worked without penalty payment, provided a day is granted in lieu, to be taken with annual leave.
16. Costs of licence fees and laundering of uniforms to be borne by employee.
17. Lower rates of pay and three to six months probation periods for agency labour.

APPENDIX C

In accordance with subclause 18(c) of this agreement and subject to there being no inconsistency with the other terms of this agreement, the following matters are agreed at a local level between the parties:

1. Redundancy and retrenchment is an absolute last resort where an employee cannot be reasonably allocated work at another contract or site. In the event that it becomes necessary for Linfox to re deploy employees to other contract or sites, the company will endeavour to re deploy employees within the "Illawarra area" in the first instance. Where re deployment outside of the Illawarra area becomes necessary it will be done with consultation with individual employees and regard given to individual travelling requirements etc.
2. Where there is a temporary shortage of work, employees may be temporarily redeployed to other contracts or sites without loss of ordinary time pay, or may be permitted to take accrued RDOs or annual leave.
3. Linfox will be under no restrictions regarding the introduction, deployment and utilisation of new technology (including hand-held terminals, truck monitoring devices and electronic seals) with employees fully co-operating in its use following appropriate training.
4. RDOs may be either taken as scheduled or worked. If worked at no penalty to Linfox, then by agreement with the employee concerned the RDO may be deferred (ie a day in lieu granted), banked and later taken with leave, or bought back at ordinary rates.
5. Meal and crib breaks will be taken by individual employees on a staggered basis as work permits.
6. Where required, employees will perform extraneous duties within their competence, including assisting stores and warehouse personnel in the loading and unloading of vehicles.
7. There will be no restrictive work practices inconsistent with award provisions.
8. It is agreed that the patterns of work must recognise and meet customer requirements at all times. Accordingly the patters of work for all employees will be determined, wherever possible, by mutual agreement. Where agreement is not reached, the Company will set hours of work to meet business operational requirements within the following parameters.

Ordinary hours of work are seven hours and 36 minutes per day.

Hours to be worked over 4, 5 or 6 shifts per week, or in a combination of these patterns.

A maximum ordinary shift of 12 hours in the case of Interstate / Long Distance driving shifts.

A maximum ordinary shift of up to 11 hours in the case of local Driving shifts.

The roster of Linehaul work shall provide for no more than 120 driving hours to be worked in any fortnight. The company will display this roster by Wednesday of each week.

Interstate / Long distance driving shifts rostered Monday through Sunday. It is acknowledged between the parties that the Monday rostered shifts commence on Sunday night. NOTE:- Saturday rostered shifts commence on Friday night.

Ordinary hours of work for local driving shifts are rostered Monday through Saturday; this also applies to casuals.

Payment of Salary

9. Salaries will be paid weekly by electronic funds transfer to a nominated bank account. The Company will pay salaries to accounts by close of business each Thursday. Casuals engaged by the Company will be paid by electronic funds transfer.

NOTE: For special circumstances salaries / wages may be paid by EFT, cheque or cash at the employers discretion.

The company may vary paydays around Public Holidays or where circumstances beyond the control of the employer necessitates the moving of paydays without penalty.

Productivity Improvements

10. It is agreed that on-going productivity improvement is a key responsibility for employees and management. Management and employees will determine, if possible, appropriate incentive programs to recognise productivity improvements.

Rostered Days Off (R.D.O)

11. The parties agree that for the normal operation of the Contract 9s) it is not convenient to allow for Rostered Days Off, as such, ordinary hours of work will be 7 hours and 36 minutes per day.

Extended Periods Of Duty - Local (BHP)

12. Should employees engaged on Local driving duties be required to extend beyond the agreed shift length i.e.; 11.0 hours NSW, overtime at the rate of double time will be paid based on the award rate of pay.

Linehaul Trip Rate

13. Should employees engaged on Linehaul duties be required to extend beyond the agreed Linehaul shifts, ie. 13 hours, overtime will be paid for the additional hours worked.

Linehaul - twelve hours for night shift as is now paid, overtime will be paid after reaching more than one hour.

If a driver departs knowing the time of change over and is on time with fatigue management and a breakdown occurs at either end, the driver will be paid overtime for the time his trip is delayed. This will include extra kilometres travelled for the driver. If asked by management / supervisor, a driver change may be required for the vehicle running late from a driver on that shift.

PUBLIC HOLIDAYS

14. Will be paid in accordance with the NSW Transport Industry (State) Award. At the Enterprise Agreement Rate, The Public Holiday shift applicable will take into account the need for interstate business continuity. Where difficulties arise the majority of a shift which falls on a Public Holiday will be used to determine a Public Holiday shift or where this is not satisfactory the employer by 7 days notice will determine a public holiday shift.

Substitution of Public Holiday

To ensure flexibility to allow mutual agreements between the employer and employee(s), the following arrangements will be implemented. Public Holidays provided for under the parent award may be substituted for another day off by agreement between the employer and the employee (s) to be taken adjacent to a period of annual leave or at another time to suit the needs of the business. The company agrees to pay the TWU picnic day at the annualized rate ie.; one fifth of the weekly rate. Should an employee be required to work on a gazette Public Holiday, he/she will be paid, in addition to their normal salary;

Cents per kilometre for any Interstate / Intrastate linehaul driving

Award hourly Rate of Pay, including overtime after 7.6 hours, for any local driving.

Note: If a driver works a Public Holiday, he can ask for his entitlement of the Public Holiday to be BANKED as an annual leave day to be taken at a later date.

Workers Compensation

15. Workers Compensation payments will be made based on the Award rate of pay. Example Grade 8 of the hourly rate of the EBA.

Long Service Leave

16. Long service leave payments will be made based on the Award Rate of pay. Grade 8 of the NSW Transport Industry (State) Award, hourly rate of the EBA.

Allowance (BHP Only)

17. With the exception of reimbursable allowances and tea monies, no other allowances are payable under this agreement.

Subject to the Award tea monies will be paid to all existing permanent employees engaged on local (day work) driving at a flat rate of \$15.00 every second week, as applicable from the ratification of the Agreement.

Review Of Annualised Rate

18. The calculations used in determining the Annualised Rate of Pay are outlined in Appendix A1, the parties agree that the hours worked and kilometres driven will be monitored so as to determine whether a revision of the Rate is warranted, this revision can increase or decrease the Annualised Rate. These reviews will be conducted on a 3 monthly basis.

Time Off In Lieu Of Overtime

19. By Mutual agreement, employees may in lieu of receiving payment for overtime, take time off in lieu of overtime, such time off to be taken at ordinary time, one hour for each hour worked.

BHP INTERSTATE LINEHAUL OPERATION ADDENDUM

1. Background

This addendum establishes the specific measure agreed between Linfox and the members of the Transport Workers Union of Australia (NSW Branch) who are primarily employed in the linehaul movement of BHP Steel Products between Sydney and Melbourne. This addendum to the agreement should be read in conjunction with the NSW Transport Industry (State) Award.

2. Operation Flexibility

It is agreed that it is in the best interest of both the company and all employees to maintain the greatest possible flexibility with regard to company operations. With this in mind it is agreed that the drivers engaged by the company will perform long distance driving using enhanced vehicular trip technology, provided that, the employee has skill to perform these functions. It is also agreed that from time to time it may be necessary due to differing operational requirements, for drivers to be utilised within the local operation of the business and when so engaged drivers will operate and be subject to the conditions of the relevant award/agreement.

Additionally, it is agreed that employees engaged under this agreement will be available to perform their shift/driving pattern on a 24 hour, 7 day weekly basis as required. (This paragraph will not be in contravention of the Motor Traffic Act).

The length of trips may vary to ensure the Linehaul service is not compromised due to adverse circumstances, such as, breakdowns, operational delays etc. Provided that where a linehaul driver is required to perform duties within the local driving operation. The linehaul driver will receive twenty-four (24) hours or less notice of such a change. Acceptance of local duties by linehaul drivers is in all cases, by mutual agreement.

From time to time there will be occasions when the nature of the linehaul operation will vary in order to meet customer requirements and unavoidable delays such as breakdowns, highway blockages, loading difficulties etc. In these circumstances the company will advise employees of such delays and notify them of the new start, which could be up to a maximum of two (2) hours without penalty. This will then become the commencement of their normal linehaul shift, for this shift only and the driver is to be notified before he leaves from home. This clause can only be used twice (2) annually for each driver and is to be shared around with all drivers on their normal shift.

Change of Roster

By Mutual agreement an employee may change their rostered shift day.

Kilometre Rate

The 28 cents per kilometre rate is inclusive of the following:

Industry Disability Allowance

Dropping-off trailers as requested

Assist with loading/unloading - tarp/untarping (for local work) when and where necessary.

Minor maintenance repairs (Kit to be supplied) eg; light bulbs.

Formulation of a committee to assist the company with most cost-effective work practices eg; fuel/tyres and driver fatigue.

RDO's

High focus on Safety and Quality

The extra prime mover (spare) is part of our fleet of linehaul vehicles as a back up.

3. Variations of rate of pay

The rate of pay applicable to drivers employed under this addendum may be varied from time to time where there are variations in the nature of the linehaul operation. At no time can the base rate per kilometre specified in the Agreement be reduced.

4. Starting Times

Starting times may be varied to suit the operation. All variations must be advised to the drivers at least seven (7) days prior to the variation taking effect except where otherwise agreed between the company and the drivers.

For extenuating circumstances the employer may notify employee(s) of a change to starting times by notice being given to employee(s) prior to a cessation of their previous shift.

The official start/finish times for both shifts -

Dayshift - 5.00 am to 4.40 pm

Nightshift - Between (4-6pm to 6 am) by mutual agreement. Changeovers are to be completed by 10.00 pm, unless there is a breakdown or highway blockage or any unforeseen circumstances.

Additional Shifts

It is agreed that permanent drivers will have preference over casual employees with due regard to fatigue Management and LogBook regulations.

Annual Leave

In order to maintain service standards and efficiencies the taking of Annual Leave will be restricted to two (2) employees at any one time. Annual Leave over Christmas to be notified the day Linfox Notified by BHP.

NEW RATE CARD

EFFECTIVE DATE:
01.12.2003

BLUESCOPE INTERSTATE LINEHAUL

Percentage Increase: 5%

NSW

WEEKLY SALARY CALCULATIONS

LINEHAUL

Distance in Km	Rate per Km	No. of days	5 DAYS
756	.3536	5	1336.76
LOCAL			
Normal Hours	Rate per hour	No. of days	5 DAYS
7.6	19.6218	5	745.62
Time & a Half	Rate per hour	No. of days	5 DAYS
2	29.432	5	294.35
Double Time	Rate per hour	No. of days	5 DAYS
1.4	39.244	5	274.70
Total 11 Hour day			1314.65
Total for 2 working week period			2629.31
SALARY			
Conversion to 48 working weeks per year (@ 24 Fortnights)			63103.32

ANNUAL LEAVE PAYMENT

Annual Leave = 4 weeks per year @ \$710.12 per week 2982.50

TOTAL SALARY

Total Annualised Earnings 66085.8

Divided by 52 weeks to give equal pay
Inclusive of Annual Leave 1270.88

Note: Additional Annual Leave Loading to apply as per Award \$745.63

Plus Annual Leave Loading