

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/261

TITLE: **Star Track Express Enterprise Bargaining Agreement 2006-2009**

I.R.C. NO: IRC6/1762

DATE APPROVED/COMMENCEMENT: 23 March 2006 / 23 March 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA05/276.

GAZETTAL REFERENCE: 28 July 2006

DATE TERMINATED:

NUMBER OF PAGES: 41

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Star Track Express Pty Ltd, at the following locations: Unit 3, 1-3 Burrows Rd, St Peters NSW 2044; 51 Sargents Rd, Minchinbury NSW 2770; 32, Sargents Road, Minchinbury NSW 2770; 234 North Street, Albury NSW 2640; 35A Lawson Crescent, Coffs Harbour NSW 2450; 9, Aluminium Close, Edgeworth NSW 2285; Cnr. Leewood Drive & Hawthorn Place, Leewood Industrial Estate, Orange NSW 2880; 1, Acacia Avenue, Port Macquarie NSW; Lot 2, 112 Plain Street, Tamworth NSW 2340; 25, Reliance Drive, Tuggerah Business Park, Tuggerah NSW 2259; 4, Rabaul Place, Wagga Wagga NSW 2650; 29-31 Waverley Drive, Unanderra NSW 2526; and and other facilities in New South Wales established by Star Track Express during the life of the agreement, who are covered by the classifications referred to in Annexure B of this agreement and any other employee engaged in or in connection with transport or distribution, who fall within the coverage of the Transport Industry (State) Award.

PARTIES: Star Track Express Pty Ltd -&- the Transport Workers' Union of New South Wales

STAR TRACK EXPRESS NEW SOUTH WALES



ENTERPRISE BARGAINING AGREEMENT

March 2006 – March 2009

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1. PREAMBLE

- 1.1. Star Track Express (“the Company”) is one of Australia’s leading express transport company’s providing a range of services in an extremely competitive environment. It is imperative to the Company’s very survival that all employees embrace new technology and recognise that changes to work methods and practices are essential.
- 1.2. The Company clearly recognises that only by working together with all the individuals in the organisation can it achieve its objective of being the best express transport company in Australia.
- 1.3. This Agreement provides for improved productivity and greater flexibility in employment practices to provide the funding for wage increases to all employees included in Clause 9. It is acknowledged failure by either party to adhere to any requirement in this Agreement will undermine the success of the partnership between Star Track Express and its employees. It is recognised that this is not the desire of the Company, employees or the Union and it is therefore essential for our continued success that this Agreement is adhered to.

2. OBJECTS

The objects of this Agreement are to:

- 2.1 Enhance the productivity and efficiency of the Company’s operations;
- 2.2 Promote the training of Star Track Express employees in vocational skills, safe working practices and an understanding of the benefits they enjoy under this Enterprise Bargaining Agreement and the Company’s "Fair Dealing Policy";
- 2.3 Promote job security for Star Track Express employees, and through the policies of “promotion from within”, study assistance and career development provide access to more varied, fulfilling and better paid jobs; and
- 2.4 Provide Star Track Express employees with a fair measure of income and entitlements protection.

3 PARTIES TO THE AGREEMENT

The parties to this Agreement are as follows:

- 3.1 Star Track Express Pty Ltd of 51 Sargents Road, Minchinbury, NSW with respect to its enterprises carried on and from the following addresses (“The Company”):
 - a) Unit 3, 1-3 Burrows Road, St Peters NSW 2044;
 - b) 51 Sargents Road, Minchinbury NSW 2770;

- c) 32 and 80 Sargents Road, Minchinbury NSW 2770;
- d) 234 North Street, Albury NSW 2640;
- e) 35A Lawson Crescent, Coffs Harbour NSW 2450;
- f) 9 Aluminium Close, Edgeworth NSW 2285;
- g) Cnr Leewood Drive & Hawthorn Place, Leewood Industrial Estate, Orange NSW 2880;
- h) 1 Acacia Avenue, Port Macquarie NSW;
- i) Lot 2, 112 Plain Street, Tamworth NSW 2340;
- j) 25 Reliance Drive, Tuggerah Business Park, Tuggerah NSW 2259;
- k) 4 Rabaul Place, Wagga Wagga NSW 2650;
- l) 4 Industrial Road, Unanderra NSW 2526 ;and
- m) any other facilities in New South Wales established by Star Track Express Pty Ltd during the life of this Agreement.

3.2 Transport Workers who are employees of Star Track Express Pty Ltd covered by the classifications referred to in Annexure B and, in addition, any other employee (excluding an employee part of the Company's management team) engaged in or in connection with transport or distribution.

3.3 Transport Workers Union of New South Wales ("the Union" or the "TWU").

3.4 The Agreement shall apply only to those employees identified and employed at the above locations.

4. DURESS

The parties to this Agreement agree that agreement has been reached through consultation and all points have been fully discussed and that no party has entered into the Agreement under duress.

5. DATE AND PERIOD OF OPERATION

This agreement comes into effect on 23 March 2006 and shall remain in force until 23 March 2009. Any Enterprise Bargaining Agreement currently in place between the Company and the Union in relation to the employees as stated in Clause 3.2 shall remain in force until the certification of this Agreement.

The elected committee will commence discussions with the Company four (4) months prior to the expiry date of this agreement with a view to finalising a new enterprise agreement by 1 January 2009.

6. INCIDENCE

This Agreement overrides any Award that might otherwise apply.

7. FAIR DEALING POLICY (Refer to Star Track Express Employee Handbook)

The Fair Dealing Policy is the centrepiece of human resource policy within the organisation. The fundamental components embodied in the policy are:-

- (i) Employee safety: First priority;
- (ii) No retrenchment goal;
- (iii) Review pending dismissal;
- (iv) Assistance to improve performance;
- (v) Appeal against dismissal;
- (vi) Fair treatment policy;
- (vii) Fair payment policy;
- (viii) Support for the employee in crisis;
- (ix) Co-operation among all members of the team;
- (x) Commitment to two-way communication;
- (xi) Commitment to skills development;
- (xii) Promotion from within;
- (xiii) Education assistance;
- (xiv) Provision of good equipment;
- (xv) Provision of a good working environment;

- (xvi) Management "Open Door" policy; and
- (xvii) Employee commitment expected.

8. COMMITMENT

- 8.1** Employees employed before the date of certification of this Agreement will be paid according to the spread of hours prevailing at the time they joined the Company. This undertaking will be reviewed during the March quarter of each year and may be altered after consultation with the Union and employees in circumstances of urgent need to reduce operating costs. Such alteration will ensure that employees are not disadvantaged when compared to the provisions of Clause 11 of this Agreement.
- 8.2** The Occupational Health and Safety ("OH&S") of employees is the Company's highest priority as outlined in our Fair Dealing Policy. The Company will continue to encourage and support training for our employees in all areas of OH&S. All new employees will undergo an Induction Program to ensure they are properly trained in OH&S practices necessary for safe work on Company sites;
- 8.3** That any yard agreement or other unregistered arrangement in force at the time that this Agreement is executed shall continue to apply unless the parties to this Agreement specifically agree to other arrangements to apply in lieu thereof;
- 8.4** That all road transport or distribution companies, employment & labour hire providers and other contractors engaged by the company abide by the Chain of Responsibility Clause 60 contained herein, Subcontractor Payment Voucher at Annexure A and which forms part of this Agreement. In ensuring this, the Company acknowledges that the link between, on the one hand, low rates of pay and other inappropriate industrial practices (such as penalty/reward and other performance/time related systems), and on the other hand, safety concerns such as: pressure to work excessive hours; pressure to exceed legal speed limits; and pressure to drive through break and sleep times, (to name only a few) is now well established by reports such as *Beyond the Midnight Oil*: a report commissioned by the Federal Government in 1999 and the *Quinlan Inquiry Report* of 2001;
- 8.5** The Company shall ensure the maximisation of the full-time proportion of its workforce, including utilisation of full-time employees and contract carriers to their full capacity before casual, part-time or Labour Hire employees or contract carriers are engaged or work is contracted out to other companies or businesses;
- 8.6** At the commencement of this Agreement all employees will attend an awareness session on the content of the new Agreement during normal working hours. This session will be of a (2) two hour duration and will be conducted by representatives of management, a committee member and a TWU organiser;
- 8.7** The Company is committed to maintaining the existing relationship based on collective bargaining.

9. RATES OF PAY (WAGE INCREASES)

- 9.1** Employees shall be paid the rates of pay set out in the following tables. The Company agrees to grant to the employees an increase on their present base wage in the following amounts:
- an increase of 3.0% from 26 April 2006;
 - a further compounding increase of 4.0% from 28 February 2007;
 - a further compounding increase of 4.0% from 27 February 2008;
 - a further compounding increase of 0.67% from 25 February 2009.

These increases shall, however, be subject to the following matters:-

- 9.2** Any Award increase during the said period shall be absorbed within the proposed increases, save where within such period the Award increase shall be in excess of the EBA rate, in which case such excess will be passed onto the Employees.

9.3 During the term of this Agreement, the Union commits that it will not pursue any extra claims relating to wages or changes to conditions of employment or any matters related to the employment of the employees, dealt with in this agreement.

9.4 Table of rates of pay for the duration of the Agreement.

SYDNEY PERMANENT (38 HOUR WEEK)					
GRADE	CURRENT 27-Jul-05	26-Apr-06	28-Feb-07	27-Feb-08	25-Feb-09
1	651.994	671.554	698.416	726.353	731.220
2	677.902	698.239	726.169	755.216	760.276
3	693.755	714.568	743.151	772.877	778.055
4	702.813	723.897	752.853	782.967	788.213
5	739.724	761.916	792.393	824.089	829.610
6	742.991	765.281	795.892	827.728	833.274
7	775.634	798.903	830.859	864.093	869.882
8	830.648	855.567	889.790	925.382	931.582

SYDNEY CASUALS (HOURLY RATE)					
GRADE	CURRENT 27-Jul-05	26-Apr-06	28-Feb-07	27-Feb-08	25-Feb-09
2	22.224	22.891	23.807	24.759	24.925
3	22.744	23.426	24.363	25.338	25.508
7	25.429	26.192	27.240	28.330	28.520

NSW COUNTRY PERMANENT					
GRADE	CURRENT 27-Jul-05	26-Apr-06	28-Feb-07	27-Feb-08	25-Feb-09
2	687.935	708.573	736.916	766.393	771.528
3	704.023	725.144	754.150	784.316	789.571

NSW COUNTRY CASUALS (HOURLY RATE)					
GRADE	CURRENT 27-Jul-05	26-Apr-06	28-Feb-07	27-Feb-08	25-Feb-09
2	22.554	23.231	24.160	25.126	25.294
3	23.081	23.773	24.724	25.713	25.885

10. ALLOWANCES

10.1 Mechanical Lifting Devices

Drivers of vehicles equipped with sidestacking or sideloading devices, HIAB or similar type cranes, or any similar type of mechanical lifting device (excluding rear-lift tail-gates), shall be paid the rate specified in Item 1 Annexure C for the appropriate classification in this Clause and in addition thereto the amount specified in Clause 9.

10.2 First Aid

An employee appointed by the company to perform first-aid shall be paid the amount specified in Item 6 Annexure C, in addition to the employee's ordinary rate during such appointment.

11. HOURS OF EMPLOYMENT

11.1 The ordinary hours of work for all employees shall not exceed 38 hours per week or 76 hours per fortnight or 114 hours per 3 weeks or 152 hours per 4 weeks and shall be worked between Monday and Friday inclusive.

11.2 The ordinary hours of work for all employees shall not exceed 8 hours per day, exclusive of meal breaks, and shall be worked between the hours of 5.00am and 6.00p.m.

11.3 The 38 hour week may be worked under one of the following methods:

11.3.1 Rostered Day Off in a 4 Week Cycle

11.3.1.1 Employees shall work to a roster drawn up in each workplace providing for 19 days each of eight hours over a continuous four week period.

11.3.1.2 Each employee shall take a rostered day off in accordance with the roster.

11.3.1.3 Rostered days off may be accumulated to a maximum of ten (10) days over a 40 week period. Rostered days off may be credited to and be taken by an employee in advance to a maximum of five (5) days.

11.3.1.4 In those arrangements where rostered days off are not accumulated the company may, due to operational requirements, require an employee not to take a rostered day off during the period it accrues. In this event, a replacement rostered day off shall be taken on the following basis.

11.3.1.4.1 Where the rostered day off not taken was either a Friday or Monday, the next practicable Friday or Monday shall be taken as a replacement rostered day off.

11.3.1.4.2. Where the rostered day off not taken was a Tuesday, Wednesday or a Thursday, the replacement rostered day off shall be taken on the first practicable day available for the taking of such replacement rostered day off. Otherwise an employee's normal rostered day off may be changed during the currency of a roster period by agreement between the company and such employee. In the absence of such agreement 48 hours notice of such alteration shall be given to the employee.

11.3.1.5 Calculation of Payment: Payment shall be for 7 hours 36 minutes per day with accrual as entitlement for a rostered day off being made on the basis of a nineteen day period where an employee works 152 hours within a work cycle not exceeding twenty-eight consecutive days at 24 minutes per day.

11.3.1.6 Where the company is required to service a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual closedown, the company may require employees to take a rostered day or days off to coincide with the day or days that the operations are closed. In this event, a rostered day or days off which would normally become due to the employee shall not become so due for the number of days taken pursuant to the provisions of this paragraph;

provided however that an employee disadvantaged in terms of leisure time by a rostered day or days off normally falling on a Friday or a Monday being required to be taken on a Tuesday, Wednesday or Thursday, then such employee shall be rostered to take a Friday or Monday day off on the earliest practicable opportunity upon the normal roster being resumed.

11.3.2 Rostered Days Off (“RDO”)

11.3.2.1 In addition to the provisions contained in Clause 11.3.1 of the Accumulated Rostered Days Off may be paid out at the request of an employee and by agreement with the Company.

11.3.2.2 Penalty rates will not apply for normal hours worked on each 20th consecutive day of work if it is requested that accumulated RDOs be paid out rather than be taken as paid leave. Penalty rates will apply to hours worked outside the normal spread of hours.

11.3.2.3 RDO rosters will be compiled for three months in advance for Driver Teams and twelve months in advance for freight handling teams. To assist planning employees shall advise the Company at the beginning of the year their election to either take or accumulate RDOs. The maximum number of days that may be accrued for payout by the end of the calendar year is ten. The maximum number of days may be accrued and taken as leave shall be five. RDOs shall be paid out at any time upon application with seven days notice.

11.3.2.4 The Company reserves the right to revise the roster plan under exceptional circumstances after consultation with the affected employees (for example in periods of high levels of sick leave due to flu epidemic).

11.3.2.5 In the high volume months of October to December and Easter, RDOs will generally not be granted. However, the Company recognises that from time to time employees may need to take RDOs during this busy period. Where possible, the Company will look favourably upon such requests being granted.

11.3.2.6 In the event that an RDO has been approved and rostered but the Company requests the employee to attend work, such work performed on this particular day will be paid at the rate of time and one half for hours usually paid at normal rates. After this period, normal overtime rates will apply.

11.3.2.7 The provisions of this Clause 11.3.1 and 11.3.2 shall only apply with respect to those yards where RDOs have been agreed between the parties.

11.3.3 Other Than a Rostered Day Off in a 4 Week Cycle:

11.3.3.1 Where the company is required to service a particular industry or plant or section thereof which is operating under arrangements for a reduced working week other than that provided for in Clause 11.3.1, the company may arrange the hours of work of an employee to be applicable to that particular industry or plant, or section thereof, provided that such hours shall not be in excess of the normal hours of work permitted by this Clause.

11.3.3.2 The company may require employees to work ordinary hours over five days, Monday to Friday inclusive, which shall not exceed 38 hours, which may be worked over four days of 8 hours each and one day of 6 hours. On the day on which 6 hours is worked, those 6 hours may be worked continuously without a meal break

11.3.3.3 The company may require employees to work ordinary hours over a two week period (10 working days) Monday to Friday inclusive of not more than 76 hours. To achieve this, the company may roster employees off, half a day (4 hours) on one of the days in one of those normal working weeks.

11.4 More than one of the methods of implementation of an average 38 hour working week referred to in this Clause may be simultaneously implemented for different groups of workers in the one workplace; provided that agreement shall be reached with the majority of employees so affected.

- 11.5** Methods of implementation of an average 38 hour working week other than those referred to in this Clause may be instituted by arrangement with the Union.
- 11.6** In response to changed requirements of the company's clients, the company may alter the method(s) by which a 38 hour week is worked in the workplace, provided that the altered method(s) so chosen shall comply with the requirements of this Clause.
- 11.7** Start and finish times
- 11.7.1** Within the limits prescribed in this Clause, the company shall fix the time and place at which each employee shall be in attendance at the workplace or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each employee in attendance, at the time and place so fixed.
- 11.7.2** Working in ordinary working hours shall be deemed to have finished, for those employees in attendance, when a period of eight hours, exclusive of a break for a meal, calculated from the fixed starting time, has elapsed.
- 11.7.3** Different starting times within the span of ordinary hours may apply to different groups of employees in a workplace.
- 11.7.4** Any employee who is not in attendance at the workplace or other agreed starting place ready to commence work at the fixed starting time or who fails to attend for eight hours from that time shall be paid only for the actual hours worked.
- 11.7.5** Change of shift start times within the agreed spread of hours will require 24 hours notice and is limited to three (3) changes per annum. In the unlikely event of an additional requirement to change start times, seven (7) days notice will be given.

12. SHIFT WORK

12.1 Definitions

- 12.1.1** "Early Morning Shift" shall mean a shift which commences at or after 4.00am and before 5.00am.
- 12.1.2** "Afternoon Shift" shall mean a shift which commences after 10.00am and at or before 4.00p.m.
- 12.1.3** "Night Shift" shall mean a shift which commences after 4.00pm and before 4.00am.
- 12.1.4** "Alternate Night/Afternoon Shift" shall mean a shift which alternates between night shift and afternoon shift or night shift and afternoon shift and day work.
- 12.1.5** "Shift Work" shall mean work extending for at least 4 weeks and performed either in daily recurrent periods or in regular rotating periods within the limits defined for "Early Morning Shift" or "Afternoon Shift" or "Night Shift".

12.2 Shift Work - Weekly Employees

12.2.1 Hours of Work

- 12.2.1.1** The hours of work of weekly employees on shift work shall be an average of 38 per week.
- 12.2.1.2** Such work shall be arranged as provided for by Clause 11, Hours of Employment, of this Agreement, provided that employees may be rostered to work shift work over five days within a six or seven day spread with two consecutive days off.
- 12.2.1.3** Subject to any relevant yard agreement or other unregistered arrangement, crib time on any shift shall be at a time fixed by the company and shall not be varied except in an emergency: provided that an employee shall not be required to work more than 5 hours without a crib break.

12.2.2 Shift Roster

12.2.2.1 There shall be a shift roster which shall provide for rotation unless otherwise agreed between the company and the employee.

12.2.2.2 Such shift roster shall specify the commencing and finishing times of arranged ordinary hours of respective shifts. A copy of such shift roster shall be kept in a prominent place. Such roster having been fixed may be varied by agreement between the company and the employee affected to suit the circumstances of the workplace, provided that the Union is notified of such agreement, or in the absence of such agreement by seven (7) days' notice of such alteration given by the company to the employee affected or in the case of changes necessitated by circumstances outside the control of the company by twenty-four (24) hours' such notice. Notwithstanding the provisions of Clause 12.2.2.2 the company may change shift start times within the agreed spread of hours with 24 hours notice. This right is limited to three (3) changes per annum. In the unlikely event of an additional requirement to change start times, seven (7) days notice will be given.

12.2.2.3 Day workers may be transferred to shift work by seven (7) days' notice given by the company to the employee or in cases where sudden or unforeseen circumstances make the change necessary by twenty four (24) hours' such notice.

12.3 Shift Work - Allowances

12.3.1 For ordinary hours of shift work, shift workers shall be paid the following extra percentages of the rates prescribed for their respective classifications:

12.3.1.1 Early Morning Shift: 12.5%

12.3.1.2 Permanent Afternoon Shift: 17.5%

12.3.1.3 Permanent Night Shift: 30%

12.3.1.4 Alternate Night/Afternoon Shift:
When on afternoon shift: 17.5%
When on night shift: 30%

12.3.2 Shift workers rostered on a shift the major portion of which is performed on a Saturday, Sunday or public holiday shall be paid as follows :-

12.3.2.1 Saturday: At the rate of time and a half.

12.3.2.2 Sunday: At the rate of double time.

12.3.2.3 Public Holidays : At the rate of double time and a half.

The penalty rates prescribed by this Clause 12.3.2 for work on a Saturday, Sunday or a public holiday shall be payable in lieu of the shift allowances prescribed in Clause 12.3.1.

12.3.3 Notwithstanding anything contained herein, each shift shall be paid for at the rate applicable to the day on which the major portion of the ordinary time of the shift is worked.

12.4 Shift Work - Overtime

For all time worked outside or in excess of the arranged ordinary shift hours or pursuant to circumstances under Clause 12.2.2.2 shift workers shall be paid at time and a half for the first 2 hours and double time thereafter and provided that for shifts the major portion of which fall on a Sunday or a public holiday all overtime shall be paid at the rate of double time.

12.5 Shift Work - Casual Employees

- 12.5.1** Casual employees may be engaged on shift work on less than 38 hours per week.
- 12.5.2** Casual shift workers shall be entitled to the appropriate shift penalty as provided for in Clauses 12.3.1 and 12.3.2 plus 15% loading. The 15% loading is already applied to the rates of pay for casual staff as set out in Clause 9.
- 12.5.3** Casual shift workers who work in excess of the arranged ordinary hours of the shift on which they are rostered shall be entitled to the appropriate overtime rates provided for in Clause 4.4.
- 12.5.4** Casual shift workers for work on a rostered shift the major portion of which is performed on a Saturday, Sunday or public holiday shall be paid at the appropriate rates provided for in Clause 12.3.2 and in addition thereto a loading which is included in the casual rate as set out in Clause 9 provided that such payments for work on a Saturday, Sunday or public holiday shall be in lieu of the shift allowances provided for in Clause 12.3.1.
- 12.5.5** After a maximum of 5 hours work a casual shift worker shall be entitled to paid crib time of 20 minutes.

12.6 Shift Work - Meal Time

All shift workers whilst working on early morning, afternoon or night shift shall be entitled to a paid crib time of 20 minutes. Such crib time shall be allowed and taken as prescribed in Clause 12.2.1.3.

12.7 Shift Work - Prior Arrangements

Arrangements as to shift work entered into between the Union and the company prior to the introduction of this Clause into the Agreement which provide for more advantageous conditions for employees than this Clause shall not be altered without the agreement of the Union.

13. OVERTIME

13.1 Reasonable Overtime

13.1.1 Subject to Clause 13.1.2 the Company may require an employee to work reasonable overtime at overtime rates.

13.1.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances, including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the Company of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

13.2 Overtime at the rate of time and one-half for the first two (2) hours and double time thereafter shall be paid to all employees, including casuals, as follows:

13.2.1 For all time worked within the spread of ordinary hours referred to in Clause 11.2 in excess of the ordinary hours of work in any week.

13.2.2 For all time worked within the spread of ordinary hours referred to in Clause 11.2 in excess of the daily limitations on working of hours prescribed in Clause 11 or before the fixed commencing time or after the fixed finishing time.

- 13.2.3 For all time worked outside the spread of ordinary hours referred to in Clause 11.2.
- 13.2.4 For the purpose of the computation of overtime each day shall stand alone; provided that where work continues beyond midnight, double time shall be paid until the completion of such overtime.
- 13.3 In the calculations of overtime, portions of hours shall be taken to the nearest one-tenth of an hour.
- 13.4 Casuals - In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay.

14. SATURDAY AND SUNDAY WORK

14.1 Saturday Work

14.1.1 An employee required to work on a Saturday (where it is not an ordinary day) shall be paid at the rate of time and one-half for the first two (2) hours and double time thereafter for all time worked, with a minimum payment of four (4) hours at the appropriate rate of pay, whether the employee works for that period of time or not.

14.1.2 An employee (other than an employee working on ordinary shift) who is required to commence work on a Saturday at 12 noon or thereafter, shall be paid at double time.

14.2 An employee required to work on a Sunday shall be paid at the rate of double time for all time worked, with a minimum payment of four (4) hours at the appropriate rate of pay, whether the employee works for that period or not. (To avoid doubt, where Sunday is worked as an ordinary day any hours worked in excess of the ordinary hours of work shall be paid at the overtime rate of double time.)

15. TRAVELLING AND LIVING AWAY ALLOWANCES

15.1 An employee who, on any day, is required by the company to start or finish work or at a place other than the usual workplace or other agreed starting place, shall be in attendance at such place at the time stipulated by the company ready to commence work but, for all time reasonably spent in reaching such place in excess of the time normally spent in travelling from home to the workplace or other agreed starting place, the employee shall be paid at ordinary rates (except on Sundays and holidays when the rate shall be time and one-half) and the employee shall also be paid any fares reasonably incurred in excess of those normally incurred in travelling between the employee's home and the usual workplace or other agreed starting place or vice versa as the case may be.

15.2 All time spent in travelling by an employee in ordinary working hours in connection with work shall be paid for at ordinary rates (except on Sundays and holidays when the rate shall be time and one-half).

15.3 All time spent in travelling by an employee outside ordinary working hours in connection with work shall be paid for at ordinary rates (except on Sundays and holidays when the rate shall be time and one-half). Travelling referred to in this Clause 15.4 shall mean travelling either by train, boat or other conveyance and shall not include travelling by an employee between home and the company's workplace or other agreed starting place.

15.4 Employees engaged on work or in travelling in connection with work which precludes them from reaching their home at night shall be paid all reasonable and actual expenses incurred in obtaining accommodation for the night, including an evening meal, bed and breakfast, provided that:

15.4.1 The employee shall submit to the company an itemised list, with supporting accounts, showing the detail of the expenses incurred.

15.4.2 Before an employee proceeds on the work, the subject of this Clause 15.4, the employee shall be given in advance an amount of money calculated, so far as that is reasonably practical, to cover the expenses to be incurred. Upon the employee's return from such work and the submission of the

itemised list referred to in Clause 15.4.1 any balance due to the company or the employee shall be paid to or by the employee as the case might be.

15.4.3 Should an employee not submit the itemised list as required by Clause 15.4.1, the employee shall be paid the amount specified in Annexure C provided that such employee has not been given an advance pursuant to Clause 15.4.2 in excess of such amount.

15.5 An employee, other than an employee referred to in Clauses 15.7 and, who is required by the company to spend a Saturday, Sunday or a public holiday away from home but who is not required to work on such days, shall be paid, in addition to the amount due to the employee in accordance with the provisions of this Clause, the amount specified in Annexure C for each day the employee is required to spend away from home. The said amount being to compensate the employee for any additional expense and for any inconvenience and/or disability the employee might incur by being required to spend such days away from home.

15.6 An employee who is temporarily transferred to a location which requires the employee to live away from home for a period exceeding one week shall be paid all reasonable and actual expenses incurred in obtaining board and lodging.

15.7 An employee shall not be entitled to an allowance under this Clause for any working day on which the employee is absent from duty except in cases of sickness or for any reason beyond the employee's own control.

15.8 The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the company for all-night travel, eight hours out of every twenty-four hours. A sleeping berth shall not include a vehicle's sleeper cab.

16. MEAL BREAKS AND ALLOWANCES

16.1 Meal Breaks

16.1.1 On the ordinary days of work there shall be one unpaid break of not less than 30 minutes nor more than one (1) hour for lunch between the hours of 11am and 2pm or otherwise to comply with the requirements of the Road Transport (General) Act, 1999.

Provided that in the case of an employee working in or in connection with the maritime industry and being engaged in the transportation of cargo to and/or from wharves, container terminals and/or container depots, the break for lunch may be given and taken between the hours of 11.35am and 1.45pm.

Provided further that an employee shall not be required to take the lunch break before a period of four hours, calculated from the normal starting time, has elapsed.

16.1.2 Within the limitation prescribed in Clause 16.1, the company shall nominate the length of the lunch break to be taken by the various employees and this shall be recognised as their regular lunch break. Once fixed, the length of the lunch break may only be altered by three (3) days' notice being given to the employee concerned.

16.1.3 An employee whose regular lunch break exceeds 30 minutes may be required by the company, on any day, to take a lunch break of a lesser period, not being less than 30 minutes and in this case shall be paid at the rate of time and one-half for the time worked during the employee's regular lunch break.

16.1.4 An employee engaged in the carriage of frozen or chilled commodities may be required by the company on any day to continue work through the regular lunch break but, if so required, shall be paid at the rate of time and one-half from the time of commencement of the regular lunch break until such time as the employee is released from duty for lunch.

16.2 Crib Breaks

- 16.2.1** An employee who is required to work overtime on any week day for a period of two hours or more after the employee's normal finishing time shall be allowed a paid crib break of 20 minutes not later than 5 hours after the end of the lunch break and, shall, unless notified the previous day or earlier that the employee would be required to work such overtime, be paid a meal allowance of the amount specified in Annexure C. Where notification to work overtime has been given on the preceding day or earlier and such overtime is then cancelled on the day such overtime was to be worked, an employee shall be paid a meal allowance of the same amount.
- 16.2.2** An employee, who, on any weekday, is recalled to work after having finished work for the day or who is called upon to work before the employee's normal starting time and where such work does not continue up to the employee's normal starting time shall be allowed a paid crib break of 20 minutes for each 5 hours worked calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.
- 16.2.3** An employee who, on any weekday, is required to start work prior to 6.30am and to continue such work up to and after the employee's normal starting time shall be allowed a paid crib break of 15 minutes between the hours of 8am and 9am.
- 16.2.4** In-yard agreements relating to flexibility with crib breaks allow employees to elect to extend the period of work before a crib break by up to an hour in exchange for which they are paid for the full shift but finish their shift early.
- 16.2.5** Notwithstanding the provisions of Clause 16.2.1 after two or more hours work following the end of a shift an employee will receive a meal allowance equivalent to a 20 minute break. The 20 minutes is to be paid at ordinary time rates as specified in Clause 9.
- 16.3** Saturdays, Sundays and Public Holidays
- 16.3.1** An employee required to work on a Saturday (where it is not an ordinary day pursuant to Clause 11.2), Sunday or public holiday shall be allowed a paid crib break of twenty (20) minutes for each five (5) hours worked; the said five (5) hours to be calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.
- 16.3.2** An employee required to work for a period of eight (8) hours between the hours of 7am and 5.30pm on a Saturday (where it is not an ordinary day pursuant to Clause 11.2), Sunday or public holiday may be allowed the usual weekday lunch break and, in that case, the provisions of Clause 16.3.1 shall not apply.
- 16.4** Employees working, whether permanently or from time to time, in or in connection with an industry or establishment where it is the custom to allow conditions relating to meal breaks, crib breaks or meal allowances different from those prescribed in this Clause may, at the discretion of the company, be allowed such different conditions.
- 16.5** Except so far as is altered expressly by this Clause, existing custom and practice concerning crib breaks and meal hours shall continue during the currency of this Agreement.

1. CASUAL EMPLOYEES

- 17.1** Casual employees shall be paid the rate specified in Clause 9 for the appropriate classification specified in Annexure B of this Agreement. This rate includes a 15% casual loading.
- 17.2** Irrespective of hours worked, a casual employee shall be paid a minimum of four hours work for each start.
- 17.3** No company shall engage casual employees in excess of one quarter of the number of weekly employees (i.e. other than casual employees) employed plus one additional casual employee.

17.4 Upon request, any company employing casual employees under this Agreement shall furnish an accredited representative of the union with the number of employees engaged on any specified day, showing separately the number of casuals employed on such day.

18. PART-TIME EMPLOYEES

Employees may be employed on a permanent basis to work regular days and regular hours less than 38 hours per week, provided that :-

18.1 The set weekly hours for such an employee shall be determined upon engagement and thereafter not changed other than by agreement;

18.2 Notwithstanding Clause 18.1 above, the hours set for a part-time employee shall not be less than 4 consecutive hours in any day or less than 20 hours in any week.

18.3 All work over the set hours determined at engagement shall be paid at overtime penalty rates.

18.4 The spread of ordinary hours allowable for part-time employees shall be as set out in Clause 11, Hours of Employment, and their hourly rate equal to the appropriate rate as set out in Clause 9, Wages, and divided by 38.

18.5 The ratio of full-time employees to non-full-time employees (including casual and permanent part-time employees), shall remain 4:1.

18.6 All other provisions of this Agreement, where applicable, shall apply to part-time employees in the same ratio as their ordinary hours of work are to 38 hours per week.

19. YOUNG EMPLOYEES

19.1 Young Employees - Definitions and Duties

19.1.1 For the purpose of this Agreement a "young employee" shall mean a person under the age of 21 years.

19.1.2 Subject to the conditions set out herein young employees may be employed only in the capacities encompassed by the classification of Transport Worker Grade One.

19.2 Young Employees - Restrictions

19.2.1 No young employee under the age of 19 years shall be required to lift or carry any weight exceeding 41 kg.

19.2.2 Young employees shall not be employed as casuals unless they receive the adult casual rate.

19.2.3 Young employees shall not be employed on shift work except by agreement between the company and the union.

19.2.4 Young employees may be employed in the following proportions to the number of adult employees, not including casuals, employed by a company:

- When 5 adults are employed - 1 young employee may be employed.
- When 10 adults are employed - 2 young employees may be employed.
- When 20 adults are employed - 3 young employees may be employed.
- When 40 adults are employed - 4 young employees may be employed.
- When 60 adults are employed - 5 young employees may be employed.

- When 80 adults are employed - 6 young employees may be employed.
- When 100 adults are employed - 7 young employees may be employed.
- No company may employ more than 7 young employees.

19.2.5 Any young employee employed under conditions not in accordance with those set out in this Clause shall receive the same rate of pay prescribed by this Agreement for an adult worker performing the same class of work.

19.3 Young Employees - Payment

19.3.1 Young employees employed under the conditions prescribed in this Clause shall be paid in accordance with their age a weekly wage calculated as a percentage of the wage specified in Part B of this Agreement for the classification of Transport Worker Grade One. Such weekly wage shall be calculated to the nearest ten cents. Any fraction of ten cents in the result not exceeding five cents to be ignored.

19.3.2 Young employees employed in the capacity of a Transport Worker Grade One.
Percentage of the Wage for a Transport Worker Grade 1:

At 18 years of age and under:	75
At 19 years of age:	85
At 20 years of age:	90

20. PAYMENT OF WAGES

20.1 Subject to Clause 20.6, all wages shall be paid weekly in cash or by electronic funds transfer, on Thursday or Friday, as determined by the company, and the day, on being fixed, shall not be altered more than once in three months. Where a public holiday falls on a Friday, the payment of wages that week shall, as far as practicable, be made on the preceding Wednesday. Provided that wages may be paid by cheque with the agreement of a majority of employees at each yard.

20.2 No employee should have the pay day changed unless given at least seven (7) days' notice.

20.3 Except as otherwise provided for in this Clause no company shall hold more than two days' wages in hand.

20.4 Where the company holds less than two days' wages in hand, payment for any overtime worked after the normal finishing time on the last day of the pay week shall be paid to the employee on the next succeeding pay day.

20.5 Casual employees shall be paid at the end of each day or at the termination of their casual employment.

20.6 Where wages are paid in cash, they shall be paid to the employee at the workplace or other agreed starting place or otherwise by agreement between the company and the employee or employees concerned.

20.7 In the case of an employee whose services are terminated on other than a pay day such employee shall be paid all wages due either prior to or immediately upon cessation of work on the final day of employment.

20.8 An employee, other than a casual employee, who desires to terminate employment on a day other than pay day shall give notice to the company on commencing work in the morning in which case the employee shall be paid all wages due when the employee has finished the day's work, otherwise wages may be paid on the following working day at a time stipulated by the company but not later than 12 mid-day.

20.9 Subject to s.123(1) of the Industrial Relations Act 1996 and Clause 7 of the Industrial Relations (General) Regulation 2001, each employee shall be supplied with a pay envelope or statement in writing on which shall be endorsed :-

20.9.1 The name and classification of the employee.

20.9.2 The gross amount of wages, inclusive of overtime and other earnings.

20.9.3 The amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee.

20.9.4 The amount deducted for taxation purposes.

20.9.5 Particulars of all other deductions or the total amount of such deductions; and

20.9.6 The net amount paid.

21. ANNUAL LEAVE

21.1 As a rule, annual leave will not be granted in the high volume months of October, November, December and April unless there are exceptional circumstances. In these instances as much notice as possible is to be provided and applications will be assessed by the relevant Divisional Manager and submitted to the Operations Manager for approval in line with the agreed manning level roster. In the event of exceptional circumstances, the employee concerned should request a review by the Branch Manager, if necessary.

21.2 The provisions of the Annual Holidays Act, 1944 will apply.

21.3 An employee at the time of entering upon a period of annual leave in accordance with the Annual Holidays Act shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of three and one-third (3 1/3) hours' ordinary pay for each month.

21.4 Upon an employee taking annual leave, the work cycle in respect of which the employee becomes entitled to a weekly accrual for time off pursuant to Clauses 11.3.1 and 11.3.2 shall be suspended and the employee shall not be entitled to further accrual until the employee's return from leave. Upon resumption of work, the entitlement period for accrual shall resume and the employee shall be entitled to be rostered to take time off and shall so take time off upon completing the balance of the work cycle.

21.5 Seven-day shift workers, i.e. employees whose ordinary working period includes Sundays and holidays on which they may be regularly rostered for work:

21.5.1 In addition to the benefits provided by Clause 21.3, and by Section 3 of the Annual Holidays Act, 1944, (with regard to an annual holiday), an employee who, during the year of employment with respect of which the employee becomes entitled to the said annual holiday, gives service as a seven-day shift worker shall be entitled to the additional leave as specified hereunder:

21.5.1.1 If during the year of employment the employee has served continuously as such seven-day shift worker - additional leave with respect to that year shall be one week.

21.5.1.2 Subject to Clause 21.5.1.4, if during the year of employment the employee has served for only portion of it as such seven - day shift worker - the additional leave shall be one day for every thirty-six ordinary shifts worked as a seven-day shift worker.

21.5.1.3 Subject to Clause 21.5.1.4, the employee shall be paid for such additional leave at the ordinary rate of wages to which the employee is entitled under Clause 9 of this Agreement, for the number of ordinary hours of work for which such employee would have been rostered for duty during the period of additional leave had such employee not been on such additional leave.

21.5.1.4 Where the additional leave calculated under this Clause 21.5.1 is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.

21.5.1.5 In this Clause reference to "one week" and "one day" includes holidays and non-working days.

21.5.2 Where the employment of an employee has been terminated and the employee thereby becomes entitled under section 4 of the Annual Holidays Act, 1944, to payment in lieu of an annual holiday, with respect to a period of employment, the employee also shall be entitled to an additional payment of three and one-half hours at such ordinary rate of wages with respect to each twenty-one shifts of service as such seven-day shift worker which the employee has rendered during such period of employment.

22. LONG SERVICE LEAVE

22.1 The provisions of the Long Service Leave Act, 1955 shall apply.

22.2 Where an employee takes long service leave the entitlement to accrue towards time off pursuant to Clause 11.3.1 shall cease. The employee shall not be entitled to time off during the period of long service leave. In lieu, the employee shall be paid the value of accrued entitlement standing on the last day of work prior to taking long service leave.

23. SICK LEAVE

23.1 "Year" shall mean a period of twelve months measured for each employee from the date of commencement of the employee's current period of employment.

23.2 An employee, other than a casual employee, with not less than three months continuous service as such in the industry covered by this Agreement, who is absent from work by reason of personal illness or injury not being illness or injury arising from the employee's misconduct or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

23.2.1 The employee shall, unless it is not reasonably practicable so to do (proof whereof shall be on the employee), before the ordinary starting time on the first day of the employee's absence, and in any event within twenty-four hours, inform the company of the employee's inability to attend for duty and, as far as practicable, state the nature of the illness and the estimated duration of the absence.

23.2.2 The employee shall furnish to the company such evidence as the company may reasonably desire that the employee was unable, by reason of such illness or injury, to attend for duty on the day or day for which sick leave is claimed. Provided that employees shall be permitted to have up to two full days in any 12 month period either singly or together without providing a doctor's certificate. Additional absences will require a doctor's certificate in each instance.

23.2.3 Except as hereinafter provided, the employee shall not be entitled in any year (as defined) to leave in excess of five days of ordinary time.

Provided that :

23.2.3.1 If the employee's employment continues with the one company after the first year, the sick leave entitlement shall increase to a maximum of eight days of ordinary working time at which figure it shall remain for each subsequent year of continued employment.

23.2.3.2 If the employment of an employee who has become entitled to leave in accordance with proviso (1) above is terminated for any reason, the employee shall not be entitled, in that year, to leave in excess of five days of ordinary working time.

23.3 For the purpose of administering Clause 23.2.3 the company, within one month of this Agreement coming into operation or within two weeks of the employee entering employment, may require an

employee to make a statutory declaration or other written statement as to what paid leave of absence the employee has had from any company during the then current year and upon such statement the company shall be entitled to rely and to act.

- 23.4** The rights under this Clause shall accumulate from year to year, so long as the employment continues with the one company, so that any part of the leave entitlement which has not been allowed in any one year may be claimed by the employee and shall be allowed by that company, subject to the conditions prescribed by this Clause, in a subsequent year of continued employment.
- 23.5** If an Agreement holiday occurs during an employee's absence on sick leave then such Agreement holiday shall not be counted as sick leave.
- 23.6** Service before the date of coming into force of this Clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under Clause 23.2.3, but shall not be taken into consideration in arriving at the period of accumulated leave.
- 23.7** Accumulated sick leave to the credit of an employee at the commencement of this Agreement shall not be affected nor reduced by the operation of this Clause.
- 23.8** Where an employee is sick or injured on the week day the employee is to take off in accordance with the provisions of Clause 11.3, the employee shall not be entitled to sick pay nor will the sick pay entitlement be reduced as a result of sickness or injury on that day.

24. PERSONAL/CARER'S LEAVE

24.1 Use of Sick Leave

24.1.1 An employee other than a casual employee, with responsibilities in relation to a class of person set out in Clause 24.1.3 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 23 of the Agreement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

24.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

24.1.3 The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care of the person concerned; and the person concerned being :

24.1.3.1 a spouse of the employee; or

24.1.3.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

24.1.3.3 a child or an adult child (including an adopted child, step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling the employee of spouse or de facto spouse of the company; or

24.1.3.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

24.1.3.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph :

* "relative" means a person related by blood, marriage or affinity;

* "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

* "household" means a family group living in the same domestic dwelling.

24.1.4 An employee shall, wherever practicable, give the company notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the company by telephone of such absence at the first opportunity on the day of absence.

24.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in Clause 24.1.3 above who is ill.

24.3 Annual Leave

24.3.1 An employee may elect with the consent of the company, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five (5) days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

24.3.2 Access to annual leave, as prescribed in Clause 24.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

24.3.3 An employee and company may agree to defer payment of the annual leave loading in respect of single day absences, until at least five (5) consecutive annual leave days are taken.

24.4. Time Off in Lieu of Payment for Overtime

24.4.1 An employee may elect, with the consent of the company, to take time off in lieu of payment for overtime at a time or times agreed with the company within twelve (12) months of the said election.

24.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

24.4.3 If, having elected to take time as leave in accordance with Clause 24.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

24.4.4. Where no election is made in accordance with Clause 20.4.1, the employee shall be paid overtime rates in accordance with the Agreement.

24.5 Make-Up Time

24.5.1 An employee may elect, with the consent of the company, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.

24.5.2 An employee on shift work may elect, with the consent of the company, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

24.6 Rostered Days Off

24.6.1 An employee may elect, with the consent of the company, to take a rostered day off at any time.

- 24.6.2** An employee may elect, with the consent of the company, to take rostered days off in part day amounts.
- 24.6.3** An employee may elect, with the consent of the company, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the company and employee, or subject to reasonable notice by the employee or company.
- 24.6.4** This sub Clause is subject to the company informing the union where it has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.
- 24.7** In addition to the provisions of Clause 24 for carer's leave, in circumstances of special need an employee may apply for further assistance under the company's Fair Dealing Policy.
- 24.8** Any provisions of the Transport Industry (State) Award which provide for more generous entitlements with respect to personal/carer's leave, bereavement leave and parental leave during the life of this Agreement shall apply.

25. BEREAVEMENT LEAVE

- 25.1** In the event of a death of the employee's husband, wife, father, mother, brother, sister, child, stepchild or parents-in-law, grandparents and spouse's grandparents, the employee shall be granted two paid days bereavement leave. In addition if the funeral is to be held in another state the employee shall be granted one additional paid day, for a total of three days. Alternatively if the funeral is to be held in another country the employee shall be granted two additional paid days for a total of four days. For the purposes of this Clause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster-father or mother and stepfather or mother
- 25.2** Where an employee would otherwise become entitled to bereavement leave, but such day or days occur on a day or days rostered for the employee to take off pursuant to Clause 11.3, the employee shall not be entitled to bereavement leave nor will bereavement leave be reduced as a result of the employee taking leave on that day or days.

26. PARENTAL LEAVE

- 26.1** The provisions of Part 4 of Chapter 2 of the Industrial Relations Act 1996 shall apply.
- 26.2** In addition to the provisions of Clause 26 for parental leave, in circumstances of special need an employee may apply for further assistance under the company's Fair Dealing Policy.

27. STATE EMERGENCY SERVICES AND VOLUNTEER BUSH FIRE BRIGADE LEAVE

The Company will fully support any employee who is engaged in the above services. The employee will be paid his/her average daily earnings from previous full weeks' earnings. Each employee must provide proof of any such activity prior to payment. Any employee adversely affected by an event such as a bush fire may apply under the Fair Dealing Policy for assistance.

28. DEFENCE FORCE LEAVE

Defence Force Reserve leave shall apply in accordance with the employee Handbook. An employee who takes such leave shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for Defence Force Reserve activity and the amount of average daily earnings from previous full weeks earnings, the employee would have received had the employee not been on Defence Force Reserve leave.

29. PUBLIC HOLIDAYS

- 29.1** The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Hour Day, Christmas Day and Boxing Day are observed in the areas concerned together with such other days which may be proclaimed by the Government and which are observed as public holidays for the area covered by this Agreement shall be recognised as public holidays. Employees, other than casual employees, shall be entitled to these specified public holidays without loss of pay.
- 29.2** An employee, other than a casual employee, required to work on :
- 29.2.1** Christmas Day or Good Friday shall be paid at the rate of double time for the actual time worked in addition to the day's pay to which the employee is entitled for those days in accordance with Clause 29.1.
- 29.2.2** Any of the other days prescribed in Clause 29.1 shall be paid at the rate of time and one-half for the actual time worked in addition to the day's pay to which the employee is entitled for those days in accordance with Clause 29.1.
- 29.3** Should any of the prescribed public holidays fall on a Saturday or Sunday and another day in lieu thereof is not proclaimed by the Government for the observance of such public holiday, an employee, other than a casual employee, required to work on such public holiday shall be paid for all work performed on:
- 29.3.1** Christmas Day, double time for the actual time worked and in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours' pay at ordinary time.
- 29.3.2** Any of the other days prescribed in Clause 29.1, time and one-half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours' pay at ordinary time.
- 29.4** A casual employee required to work on any of the public holidays prescribed in Clause 29.1 shall be paid double time for all time worked, with a minimum payment for four (4) hours' work.
- 29.5** An employee required to work on any of the public holidays prescribed in Clause 29.1 shall be guaranteed four (4) hours' work or shall be paid for four (4) hours at the appropriate rate.
- 29.6** An employee, other than a casual employee, whose services are dispensed with within seven (7) days of the commencement of any week in which one or more public holidays occur and who is re-engaged by the same company within seven (7) days of the said week, shall be paid an ordinary day(s) pay for each public holiday so occurring at the rate prescribed for the class of work performed by the employee prior to the employee's services being dispensed with.
- 29.7** An employee, other than a casual employee, who, without permission of the company or without reasonable cause, is absent from duty on the working day immediately preceding or the working day immediately succeeding any public holiday or series of holidays, shall not be entitled to payment for such public holiday, or series of public holidays, provided that if an employee is absent on one only of the working days preceding or succeeding a series of public holidays the employee shall lose the holiday pay only for the holiday closest to the day of the employee's absence.
- 29.8** Where an employee is rostered to take time off pursuant to Clause 11.3 and such rostered time off falls on any of the public holidays referred to in Clause 29.1, the employee shall be entitled to replacement time off, to be taken on the following basis :
- 29.8.1** Where the time off taken fell on either a Friday or Monday, the next practicable Friday or Monday shall be taken for the purposes of replacement time off.
- 29.8.2** Where the time off not taken fell on a Tuesday, Wednesday or a Thursday, the replacement time off shall be taken on the first practicable day available for the taking of such replacement time off.

30. SETTLEMENT OF DISPUTES

30.1 The parties have agreed that the following procedure shall apply for the settlement of disputes:

- a) The matter should first be discussed at the workplace level between employees and relevant management. If an employee so requests the Union delegate will be involved in such discussions;
- b) If the matter is not settled discussions shall occur between the appropriate Union official and management;
- c) If the matter is still not settled it shall be discussed between the Branch Secretary (or nominee) of the TWU and the Company;
- d) If the matter is still not settled it shall be submitted to the Industrial Relations Commission of New South Wales (“the Commission”) which shall conciliate the matter;
- e) Where the matter cannot be settled by conciliation, the Commission may determine the dispute by arbitration.
- f) The parties are committed to the Commission ultimately having the capacity to determine any matter(s) in dispute (i.e. matters that have been traditionally regarded as arbitral matters or as traditionally coming within the Commission’s jurisdiction). Consequently, neither party will pursue a jurisdictional objection that would have the effect of preventing this process occurring. To the extent that it is necessary to do so, the parties are therefore committed to the Commission performing a private arbitration function if necessary on matters contained in this Agreement.

30.2 Whilst the above procedure is being followed the conditions existing between the parties immediately before the occurrence of the events giving rise to the industrial dispute shall remain in place or, where such conditions have changed, be restored, and work shall continue normally, except in circumstances where employees have genuine concerns for their health and safety.

30.3 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 or conditions of employment of employees as defined in Clause 30.5.

30.4 Management will be given the opportunity to address employees directly at every stage of the settlement of disputes procedure.

30.5 For the purposes of this Clause “employee” means an employee employed by the Company and, in addition, any other employees engaged by any other entities who perform in or in connection with transport and distribution at or in connection with any workplace of the Company.

31. TWU WORKPLACE REPRESENTATIVES

31.1 The Company acknowledges the position and responsibilities of our employees who are elected to be TWU Delegates and Co-Delegates. Set out below are the rights of the Delegates/Co-Delegates:

- The right to be treated fairly and to perform their role as Union Delegate or Workplace Representative without any discrimination in their employment.
- The right to formal recognition by the company that endorsed Union Representatives to speak on behalf of Union members in the workplace.
- The right to bargain collectively on behalf of those they represent.
- The right to consultation and access to information about the workplace and the business.
- The right to reasonable paid time to represent the interests of members to the company and to industrial tribunals.
- The right to reasonable paid time during normal working hours to interview and/or consult with Union members.

- The right to discuss Union and workplace matters with all employees at the workplace. All meetings to be held after consultation and agreement with management, meeting time to be agreed.
- The right to access a telephone, facsimile, photocopying, internet, email and office supplies for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the Union.
- The right for the Yard Delegate at 51 Sargents Road, Minchinbury to access a mobile telephone. However, the Company reserves the right to withdraw this facility in the event of inappropriate mobile phone usage. In addition, mobile phone usage shall not exceed \$80 per month. This usage shall be strictly limited to the purpose of carrying out work as a union delegate and shall not include any personal usage.
- The right to place Union information on a notice board in a prominent location in the workplace.
- The right to take leave to work with the Union after consultation and agreement with the Company.

31.2 TWU Workplace Representatives shall have the following responsibilities:

- To provide awareness and understanding of the Union's aims and achievements whenever possible.
- To know the profile of Union members in the workplace.
- To recruit and involve employees in the workplace in the Union and its activities.
- To be approachable and helpful to Union members in the workplace.
- To seek out and encourage other Union members to take on roles and responsibilities.
- To provide up to date and relevant Union information to Union members in the workplace.
- To regularly undergo training in the operation of the dispute resolution procedure under this Agreement.
- To represent the views of the members.
- To represent Union members fairly and accurately in negotiations and with individual grievances.
- To keep in regular contact with the Union Organiser and other Union Representatives in the workplace.

32. UNION NOTICE BOARD

The company shall supply a notice board of reasonable dimensions to be erected or to be placed in a prominent position in the workplace upon which accredited representatives of the Union shall be permitted to post formal Union notices signed by such representative or representatives.

33. UNION RIGHT OF ENTRY

Part 7 of Chapter 5 of the Industrial Relations Act, 1996 shall apply to the union in respect of Right of Entry to the company.

34. UNION RECOGNITION

- 34.1** The Company recognises the TWU as being the sole Union that shall represent employees covered by this Agreement. This representation will extend to all terms and conditions of engagement of employees engaged by the Company, whether those terms and conditions are subject to this Agreement or not.
- 34.2** The Company will not take any actions or make any statements that will directly or indirectly state or imply opposition by the Company to employees electing to join or remain members of the TWU.
- 34.3** The Company agrees not to discriminate, discharge, lay-off or discipline any employees for reason (or for reasons that include the reason) that the employees joined, proposed to join or is a member of the TWU, signed an authorisation card or engaged in Union activity.

34.4 A nominee or nominees of the Union shall be given an unfettered, uninterrupted opportunity to induct into the Union all new transport workers as required. The induction will be used to outline the value of Union membership and to encourage the workers to join the Union. To this end the company agrees to ensure the following:

- a) That it provides to the State Secretary of the TWU (or the Secretary's nominee) on the first day of each quarter a list of all of its transport workers. The list will state the following:
 - the name of each employee;
 - the contact address and email address of each employee (this will only be provided after prior consent has been given by the said employee);
 - the classification of each employee;
 - the department/section/yard/group in which the employee is engaged; and
 - the date the employee commenced engagement with the company.
- b) That the induction will take place at the premises relevant to the Company. The Company commits that it will not hinder any TWU induction.
- c) That a room dedicated to the induction and appropriate for such use (such as a training room) is provided;
- d) That at least 30 clear minutes be allowed for the induction to take place;
- e) That employees receive no less than their usual or (where they have not yet commenced work) proposed rate of pay for the duration of the induction; and
- f) That prior to the induction there shall, at the request of the union, be posted in a prominent position accessible to all employees in the workplace, a Union generated notice as to the purpose of, and any other relevant information about, the induction.

34.5 At the commencement of this Agreement, the company shall allow a one-off induction of the type and in the manner specified in Clause 34.5, above, of all existing employees, to be held in conjunction with the EBA Training specified in Clause 8.8 of this Agreement.

34.6 The company will notify the Union of all upcoming site inductions of new employees as soon as is practicable but no later than 72 hours as far as practicable before the site induction is to take place.

35. STAR TRACK EXPRESS PICNIC DAY

35.1 The benefits of this Clause shall apply to all employees engaged by the Company. This includes casual employees provided that they have been employed by the Company for a sequence of periods of employment exceeding six months and who have worked either during the week before or the week after the picnic day.

35.2 Payment pursuant to this Clause shall be calculated by reference to the applicable rates specified in this Agreement. Eligible casual employees as defined in Clause 35.1 shall be paid an amount equivalent to four hours' work at normal rates of pay.

35.3 Easter Saturday shall be recognised as the Star Track Express Picnic Day.

35.4 An eligible employee of the Company under this Clause shall be paid an additional day's pay in the pay period in which Easter Saturday falls.

35.5 An eligible employee of the Company who is required to work on Easter Saturday shall, in addition to the additional day's pay required by Clause 35.4, be paid at the rate of time and one-half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours pay at ordinary time.

3. EMPLOYEES' DUTIES

- 36.1** Employees within each grade in the classification structure are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- 36.2** The parties will not create barriers to advancement of employees within the Agreement structure or through access to training.
- 36.3** The company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.
- 36.4** The company may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.
- 36.5** Where required by the company, drivers' duties shall include minor repairs such as changing tail lights and each driver shall be ready, willing and able to change tyres and perform similar non specialist vehicle maintenance tasks.

37 MIXED FUNCTIONS

- 37.1** An employee required by the company to work for less than two hours a day on work carrying a higher rate of pay shall be paid at the higher rate for the actual time so worked and when required to work for more than two hours a day on such work the employee shall be paid as for a whole day's work.
- 37.2** This Clause shall not apply to actual periods of one hour or less or to interchange of work arranged between employees to meet their personal convenience.

38. TERMINATION OF EMPLOYMENT

- 38.1** The employment of a weekly or part-time employee may be terminated only by one week's notice on either side which may be given at any time or by payment by the company or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the company to dismiss an employee without notice in the case of an employee guilty of misconduct.
- 38.2** An employee with more than two months' service on leaving or being discharged shall, upon request, be given a reference or certificate of service in writing. Such reference or certificate of service shall at least contain information as to the length and nature of the employment of the employee.

39. REDUNDANCY

The provisions of the Company's Fair Dealing Policy and the Transport Industry – Redundancy (State) Award, 284 IG 1395 shall apply

40. EMPLOYEE ENTITLEMENTS

- 40.1** The Company will provide an auditors report every six months to certify that the company's financial situation is adequate to meet its obligation regarding Employee Entitlements. The auditors report will verify:
- 40.1.1** Net tangible assets as a multiple at accrued entitlements including notional redundancy provisions.
- 40.1.2** Profit before tax exceeds accrued entitlements including notional redundancy provisions.
- 40.1.3** The financial position of the company to meet its obligations.

40.2 The Company will furnish the NSW Transport Workers Union Secretary and Sydney Sub-Branch Secretary with a copy of this report every six months, directly after the audit is completed.

40.3 The completed auditors report will be posted onto a lockable noticeboard every six months, directly after the audit is completed.

41. SUPERANNUATION

41.1 Subject to s.124 of the Industrial Relations Act 1996, the Company agrees to make contributions with respect to all its employees to the TWU Superannuation Fund in accordance with the *Transport Industry – Superannuation (State) (No. 2) Award*.

41.2 For the purposes of determining ordinary time earnings the following shall be applied: bonuses (other than bonuses that do not relate to specific performance criteria such as Christmas bonuses), incentive payments, over award or agreement payments, shift loadings and the like in accordance with the Australian Tax Office Superannuation Guarantee Ruling SGR 94/4.

42. JURY SERVICE

42.1 An employee required to attend for jury service during ordinary hours shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

42.2 An employee shall notify the company as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

42.3 Where the day or days upon which an employee is required to attend for jury service coincide with time rostered for the employee to take off pursuant to Clause 11.3, such rostered time off shall be deemed to have been taken in accordance with the roster.

43. LIMITATION OF DRIVING HOURS

See the Road Transport (Safety and Traffic Management) Act 1999 and the Road Transport (Safety and Traffic Management) (Driver Fatigue) Regulation 1999.

44. LIMITATION OF OVERTIME

44.1 Subject to the provisions of Clause 36.3 and Clause 16, Meal Breaks and Allowances, of this Agreement, an employee may be required to work for a continuous period amounting to fifteen (15) hours, excluding meal breaks, from the time of commencing work.

44.2 Except in the case of accident or circumstances over which the company has no control an employee shall not work and the company shall not require an employee to work more than a total of twenty (20) hours' overtime in any week exclusive of unpaid intervals allowed for meals.

44.3 An employee, other than one on shift work, who is required to work for a continuous period amounting to twelve (12) hours or more from the time of commencing work shall be entitled to be absent from work until the employee has had ten (10) consecutive hours off duty. Should the said ten (10) hours or any part thereof coincide with the employee's ordinary hours of work the employee shall be paid at ordinary rates for the time which falls within ordinary hours of work.

45. RECALL

An employee recalled for work shall be guaranteed and shall for at least four (4) hours' work for each start at the appropriate rates of pay. This Clause shall also apply to any employee called upon to work before normal starting time, and whose overtime work does not continue up to such starting time.

46. ABSENCES FROM DUTY

Where an employee is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) the employee shall for each day absent, lose average pay for each such day calculated by dividing the weekly wage rate by 5. An employee who is absent for part of a day shall lose average pay for each hour or part thereof the employee is absent, calculated by dividing the weekly wage rate by 38. An employee so absent from duty will not accrue the entitlement for normal rostered time off provided for Clause 11.3 of this Agreement. The employee shall take time off as rostered but shall be paid, in respect of the week during which the rostered time off is taken, the weekly pay less an amount calculated according to the following formula :

$$\begin{aligned} & \text{Number of day(s) absent during cycle} \\ & \times 0.4 \text{ hours} \times \text{Weekly Wage Rate} \div 38 \end{aligned}$$

47. TRAINING AND MULTI-SKILLING

47.1 As the Company embraces the technological advances and industrial reform essential for its success it is required that employees embrace the concepts of multi-skilling and additional training. This means that drivers and freight handlers may be required to learn and experience different factors of the operation and will be encouraged to embark on additional external training of approved courses at TAFE or other appropriate institutions as indicated by the Company.

47.2 Where costs are involved for approved external courses, and an employee has applied for and been approved by the Branch Manager to embark on such a course, the Company will provide reimbursement of these costs upon successful completion of the course.

47.3 The Company will promote vocational training, occupational health and safety training, safer work practices, knowledge of the award and other industrial entitlements, and other services for the benefit of the employees of Star Track Express.

47.4 The Company recognises its responsibilities to provide a safe and healthy workplace for its employees and all other persons attending its sites and accordingly agrees to train all employees covered by this Agreement in accordance with this Clause:

Upon entering this agreement the Company agrees:

- To comply with all current Codes of Practice, 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 NSW *Occupational Health and Safety Act* (2001);
- To authorise all employees elected to OH&S Committees and/or as OH&S Representatives to attend a committee training course (as per the NSW *Occupational Health and Safety Act*, 2001) as soon as practicable within 3 months of being elected to such a position. Further, the Company will establish an OH&S Committee in all workplaces with less than 20 employees.

47.5 The following with regard to "Blue Card" training:

- Each new employee shall undertake a Blue Card Program, conducted by a licensed Blue Card training provider, in conjunction with the company and the TWU delegate.
- Note: The Blue Card course is competency based. Therefore although the duration of the training course would usually be of no less than four (4) hours duration, it may be of greater or lesser duration, depending upon the actual time required by each inductee to be trained.
- The Company shall train all existing employees in the Blue Card Induction Program. Such training is to occur within six months of the commencement of this Agreement and shall be conducted by a licensed Blue Card training provider, in conjunction with the company and the TWU delegate.

47.6 The following with regard to Occupational Health and Safety training:

- The Company shall arrange for a safety assessment in relation to the workplace of the company and wherever practicable any other site that a transport worker may regularly visit in the course of that transport worker's employment/engagement. This safety assessment shall be carried out by an appropriately qualified person. The Company shall ensure that as far as reasonably possible each transport worker who works at or in connection with the workplace of the company receives appropriate training relating to the safety assessment.
- The Company shall enrol and provide all employees that perform driving duties with the opportunity and time to attend Driver Fatigue Management programs on the following basis:
 - (i) All new drivers are to attend the Driver Fatigue Management programs during the initial period of induction with the Company.
 - (ii) All existing drivers are to attend the Driver Fatigue Management program within six months of the commencement of this Agreement.

47.7 The Company will notify the yard delegate of upcoming site inductions of new employees as far as practicable within 72 hours before the site induction is to take place.

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

48. DEMARCATION

In line with our corporate desire to operate as a Team towards mutually accepted goals Managers and employees shall be allowed to engage in freight handling and driving functions (in company cars) in certain circumstances and conditions (such as, but not limited to, following the Labour Day long weekend) provided that the TWU yard delegate (or nominee) is consulted on each occasion.

49. DISPUTE RESOLUTION PROCEDURE TRAINING LEAVE

49.1 Eligible employee representatives shall be entitled to, and the Company will grant, up to a maximum pool of 36 weeks per annum of paid training leave to attend courses, education and training which is directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this Agreement and the relevant industrial legislation. This entitlement includes leave to attend "Certificate 4 in Workplace Training and Assessing" as set out in Clause 5 below.

49.2 An employee representative or the Union shall, in advance, consult and reach agreement with the Company as to the timing and duration of the leave to be taken. Without limiting the foregoing, an employee representative or the Union shall give the Company at least five working days' notice of the employee representative's intention to attend such training and the leave to be taken, or such shorter period as the Company may agree to accept.

49.3 The taking of such leave shall be arranged having regard to the operational requirements of the Company so as to minimise any adverse effect on those requirements. The taking of leave shall not be unreasonably withheld by the Company.

49.4 Without limiting the generality of courses that may qualify for purposes of this Clause, training directed at the enhancement of the operation of the dispute resolution procedures includes a course relating to that subject matter which is a course:

- (a) agreed between the Company and the Union and/or employee representative; or
- (b) directed toward new employees about the operation of the dispute resolution procedure at the time that they enter employment with the Company.

- 49.5** In order to meet the objectives of this Clause, all new employee representatives are to be trained to “Certificate 4 in Workplace Training and Assessing” trainer standard within three months of their initial appointment as an employee representative.
- 49.6** For the purposes of this Clause, an eligible employee representative is a delegate or co-delegate, or an employee elected by a majority of the Company’s workforce for the purpose of representing those employees in the dispute resolution procedure.
- 49.7** Any disputes concerning the operation of this Clause, including the granting of leave and any alleged operational difficulties, shall be addressed in accordance with the dispute resolution procedure under this Agreement.”

50. PRODUCTIVITY IMPROVEMENTS

The parties have agreed that in order to develop a more efficient and productive enterprise it is necessary to create a co-operative work environment and appropriate consultative mechanisms involving the company, the Union and employees.

It is a term of this Agreement that the Company shall allow EBA Committee delegates and representatives of management to attend a training course run by the Company and the Union in relation to the implementation of this agreement.

50.1 Self-Managed Work Teams

All employees are to adopt the principle and contribute to the introduction and building of Self-Management Work Teams. The implementation of the Work Teams will create far greater harmony within the operations group as well as providing a more rewarding and satisfying work environment. Team Leaders will play a more guiding and advisory role, rather than their current directive role.

The following is a list of issues that may be addressed by Work Teams.

- Achieve specified targets of 1% or less service failures.
- Share work within Team on most equitable and efficient basis.
- Achieve operational and budget goals.
- Maintain housekeeping standards.
- Conform to health and safety standards.
- Minimise wastage.

50.2 All the employees who are involved in handling freight shall:-

- Handle customers’ products in a correct and proper manner and agree that the practice of ‘throwing freight’ should be eliminated.
- Aim to improve the quality of loading, for example by eliminating misdirects, damages and achieving improved linehaul utilisation and linehaul departure deadlines are maintained. In Sydney particularly this means that the last Brisbane and Gold Coast units must depart by 9.30pm, Melbourne by 10.00pm and Tamworth, Coffs Harbour, Lismore and Wagga by 10.30pm. Our mutual objective is to improve Linehaul Utilisation.
- Employees shall perform their duties using any new technology that they are properly trained to use and that is within their level of skill and competence.
- Employees shall endeavour to ensure that freight is both stickered and cubed to 100% accuracy.
- All employees shall work to improve our current productivity by focusing on the best possible result.

50.3 The employees shall start work at the time agreed upon for their classification and by way of example this shall mean that casuals, depot staff and drivers shall commence immediately at the point of duty.

50.4 The employees who are drivers shall have as their prime objective to achieve the earliest possible departure and arrival times from and back to the company's terminal. In Sydney our mutual objective is to achieve fleet inbound times of 70% by 6.00pm, 95% by 6.30pm and 100% by 7.00pm. Further our target for unloading time for Run Trucks is 40 minutes on average and 30 minutes for Bulk Trucks on average. This means that unload times may take more or less time depending on circumstances. To assist in achieving this, the following work practices shall be adopted:

- Assist on adjoining runs when applicable.
- Assist on conveyor lines whenever required.
- Ensure that pick-ups are performed as quickly and efficiently as possible.
- Assist colleagues in the PM unload rather than sit in the queue.

50.5 Employees shall ensure that freight is scanned to 100% accuracy.

51. ADDITIONAL PAYMENTS

51.1 Team Leaders will be appointed by the Branch Manager upon recommendation by the Operations Manager and are responsible for the orderly and efficient operation of their team. They will assist managers in the induction training, conduct team meetings and providing feedback to Teams regarding achievement of key objectives. They are responsible for maintaining standards, and leading their teams to achieve company objectives. They will endorse Clause 47 below. They will be paid a Team Leader allowance per week as set out in Annexure C. Team Leaders are not expected to appraise or counsel employees.

“Team Leader” is otherwise known as “Leading Hand” defined in Clause 61.8 of this Agreement.

51.2 The Company will ensure that sufficient numbers of employees are trained in Hazspill response. Employees who are required to perform Hazspill duties will be specifically appointed by the Company. Those employees who are appointed to perform Hazspill duties will be paid an allowance equivalent to the First Aid allowance prescribed in Clause 10.2.

51.3 A driver engaged in the transport of packaged dangerous goods which require placarding by public road shall receive an allowance per day as set out in Annexure C. Packaged goods which require placarding are those goods defined as such in the Australian Dangerous Goods Code as amended from time to time.

51.4 A driver engaged in the transport of bulk dangerous goods or carting explosives in conformity with the Australian explosives code by public road shall receive an allowance of per day as set out in Annexure C. Bulk Dangerous Goods are those goods defined as such in the Australian Dangerous Goods Code as amended from time to time.

52. AMENITIES AND FIRST AID OUTFITS

52.1 The following facilities shall be available at all workplaces where employees are engaged under the provisions of this Agreement:

52.1.1 Proper dressing rooms with adequate washing facilities, including showers with both hot and cold water.

52.1.2 Proper lock-up clothing lockers.

52.1.3 Where employees are required to partake of meals at the company's' workplace; a dining room with adequate seating and table accommodation for the partaking of meals, also facilities for boiling water and heating food.

52.1.4 Proper lavatory facilities.

- 52.2** Employees shall place all personal belongings in the lockers provided.
- 52.3** First-aid Outfit: A first-aid outfit shall be provided by the company at each workplace where there are employees covered by this Agreement. Such outfit is to comprise of a First-aid Ambulance Chest which shall :-
- 52.3.1** be of wood or metal, be dustproof and be distinctly marked with a white cross upon a green ground;
- 52.3.2** be so equipped and maintained as to contain at least the articles and appliances specified by Clause 20 of the NSW Occupational Health and Safety Regulations 2001;
- 52.3.3** contain nothing except requisite articles and appliances for first-aid;
- 52.3.4** be readily accessible to the persons employed in the workplace; and
- 52.3.5** be placed under the charge of a responsible person or persons who or one of whom shall always be readily available during working hours. A clearly legible notice stating the name or names of the person or persons in charge of the ambulance chest shall be affixed in a conspicuous position on or adjacent to the chest.

53. UNIFORMS AND PROTECTIVE CLOTHING

- 53.1** Where an employee is required by the company to wear distinctive dress the same shall be provided, free of cost, by the company.
- 53.2** When requested by the employee, the company shall provide rubber gloves, gum boots and waterproof coat or apron, free of cost, for the use at work by an employee required to wash vehicles.
- 53.3** An employee engaged as a motor cycle driver shall be provided by the company with waterproof trousers and coat for use in connection with the work.
- 53.4** Wet weather clothing consisting of waterproof hat, coat and trousers shall be provided for employees required to work in rain.
- 53.5** The clothing provided in accordance with this Clause shall be renewed when reasonably necessary. It shall only be worn when the employee is engaged on work for the company and shall remain the property of the company and shall be returned to the company on demand in a condition commensurate with normal wear and tear. An employee may be required by the company to sign a receipt for such clothing upon it being issued.
- 53.6** Steel-capped boots and gloves shall be provided for drivers and loaders engaged regularly in the cartage of steel.
- 53.7** Where an employee comes into contact with direct or reflected sunlight during working hours and requires special clothing and/or headgear to protect himself/herself from the sun these shall be provided, free of cost, by the company.
- 53.8** An employee who comes into contact with direct or reflected sunlight during working hours shall be provided with Australian Standard, AS 1067 Sunglasses, free of cost, by the company. Those employees who require Safety Sunglasses shall be provided, free of cost, by the company, with Australian Standard AS 1337 or AS 1338 Safety Sunglasses.
- 53.9** An employee who comes into contact with direct or reflected sunlight during working hours shall be provided with sufficient quantities of broad spectrum SPF 30+ Sunscreen to protect himself/herself from the sun, free of cost, by the company.

54. TOOLS AND APPARATUS

- 54.1** The company shall provide and maintain all necessary tools, ropes and packing.
- 54.2** In all cases where employees are called upon to handle pianos, pianolas or the like, piano straps shall be provided.
- 54.3** In all cases where employees are called upon to move heavy articles reasonably requiring the use of a Samson or other suitable type of truck this shall be provided.
- 54.4** An employee when instructed to cart, load or unload wool shall be provided with a suitable wool hook.

55. CABINS, HOODS AND WINDSCREENS

The company shall provide all vehicles with hood, windscreen, cushioned seat and back rest. The driver's cabin of each vehicle shall be ventilated adequately and shall be supplied with cabin doors and windows: where this is not practicable side curtains may be fitted as an alternative. No driver shall be required to drive a vehicle with a cracked or broken windscreen, windows, rear vision mirror or lights which contravenes the Road Transport (Safety and Traffic Management) Act 1999 and the Road Transport (Safety and Traffic Management) (Road Rules) Regulation 1999. A requirement that the company provide air-conditioning in the cabin of each vehicle shall be the subject of future consideration by the parties.

56. UNAUTHORISED PERSONS RIDING ON VEHICLES

An employee shall not permit any unauthorised person to accompany the employee on the vehicle, nor permit any such persons to assist the employee in the delivery of goods, wares, merchandise or material unless such person has been engaged as an employee or is the owner of such goods, wares, merchandise or material or is the agent or representative of such owner.

57. INCOME PROTECTION

- 57.1** The Company shall ensure that all of its employees shall be covered by a Sickness and Accident Income Protection Plan ("the Plan"), as agreed by the parties. The Company shall make contributions on behalf of its employees in the amounts specified by the Plan (which shall not exceed 1.5% of the employee's gross remuneration).
- 57.2** Notwithstanding Clause 57.1, employees who are eligible to be covered by the Plan may elect as a branch by majority agreement to receive the benefit of the Plan by having their remuneration as specified in Clause 9, Rates of Remuneration, increased by an additional 1.5%. NSW Country branch employees currently have this amount paid into their hourly rates (as per table) in Clause 9.
- 57.3** The company need not provide the increase specified in Clause 57.2, above, where the company already and continues (for the duration of this agreement) to pay an amount of 1.5% for the purpose specified in that subclause.

58. WORKERS COMPENSATION

The provisions of the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* apply. The Company will promptly forward claims to its insurer.

59. SUPPLEMENTARY LABOUR AND CONTRACTING OUT

- 59.1** Labour Hire Companies
- a) Star Track Express will ensure that the employees of labour hire companies engaged by Star Track Express are paid no less than the rate fixed by this Agreement for any work performed by them for or on behalf of Star Track Express.

- b) If Star Track Express experiences problems with the implementation of Clause 59.1, owing to a genuine emergency (as defined in Clause 59.5 (b)), Star Track Express will discuss alternative arrangements with the Branch Secretary (or nominee) of the Transport Workers' Union to ensure that the business needs of Star Track Express are met.

59.2 Local Outside Hire

- a) Star Track Express will ensure that outside hire companies pay no less than the rate fixed by this Agreement for any work performed by them or their transport workers for or on behalf of Star Track Express.
- b) If Star Track Express experiences problems with the implementation of Clause 59.2, owing to a genuine emergency (as defined in Clause 59.5 (b)), Star Track Express will discuss alternative arrangements with the Branch Secretary (or nominee) of the Transport Workers' Union to ensure that the business needs of Star Track Express are met.

59.3 Linehaul

- a) Star Track Express shall provide to the Transport Workers' Union a list of companies it regularly contracts with for the purpose of contracting out work within two weeks of the signing of this agreement. Furthermore, Star Track Express shall update said list and provide a copy of that updated list to the Transport Workers Union at the request of the Branch Secretary (or his nominee) and its delegates.
- b) If Star Track Express experiences problems with the implementation of Clause 59.3, owing to short term peaks, high demands or unavailability of regular suppliers which Star Track may experience from time to time during the life of this agreement, Star Track Express will discuss alternative arrangements with the Branch Secretary (or nominee) of the Transport Workers' Union to ensure that the business needs of Star Track Express are met.
- c) If Star Track Express experiences problems with the operational nature of Clause 59.3 (b), the dispute procedure in this Agreement shall apply.

59.4 Consultation on Major Changes

- a) Star Track Express commits to consultation with the Transport Workers Union in relation to any major changes to its operations which will have a significant impact on its employees.
- b) It is not Star Track Express' intention to contract out any significant part of its workforce or its work nor make any substantial change in the current overall balance of employee/contractor resources. Contractors will not be used as a means of pursuing a reduction in wages and conditions of Star Track Express employees or altering Star Track Express' commitment to providing opportunities for its transport workers. Where Star Track Express proposes to contract out work currently performed by its transport workers, Star Track Express shall hold discussions with all of its transport workers who might be affected and the Transport Workers Union.
- c) Such discussions shall take place as soon as is practicable and in any event not less than twelve weeks before the proposed contracting out of work is intended to commence. The discussions shall cover all relevant matters, including:
 - (i) The reasons for the proposed contracting out of work;
 - (ii) Any available alternatives to the contracting out of work;
 - (iii) Measures to avoid or minimise the effects of the contracting out of work;
 - (iv) Measures to mitigate any adverse effects of the contracting out of work, particularly with respect to persons whose positions are displaced as a result; and
 - (v) The availability of reasonable alternative employment with Star Track Express for those whose positions are displaced.

- d) For the purposes of such discussions, Star Track Express shall, as soon as practicable, provide in writing to the affected transport workers and the Transport Workers Union all relevant information about the proposed contracting out of work, including:
 - (i) The number and categories of transport workers likely to be affected;
 - (ii) The number of transport workers normally engaged; and
 - (iii) The name and address of the contracting business(s) which the company intends contracting work out to.
- e) Whilst such discussions are occurring, or whilst the disputes settlement procedures is being followed pursuant to Clause 30 of this agreement with respect to any matter arising out of such discussions, Star Track Express shall not proceed to enter into any contract with a contract business with respect to the contracting out of the work which is the subject of the discussions.
- f) Star Track Express must not decide to contract out work which is currently performed by persons directly engaged by Star Track Express for any of the following reasons, or for reasons which include any of the following reasons:
 - (i) To avoid having to pay a benefit to which such persons are entitled under:
 - A. This or any other applicable award or other industrial instrument;
 - B. Their contracts of employment;
 - C. Applicable Industrial Relations legislation; or
 - D. Any order of a court or industrial tribunal.
 - (ii) To avoid any other lawful obligation of the company including any obligation arising under occupational health and safety legislation; or
 - (iii) To remove or weaken the Transport Workers Union presence in the workplace.
- g) Where it is alleged that Star Track Express has made a decision to contract out work for any of the reasons set out in (f) above, or for reasons which include any of those reasons, it shall be presumed that the decision was made for those reasons unless Star Track Express proves otherwise.
- h) Nothing in this Clause affects any obligation upon the company to provide notice or to pay severance or redundancy pay arising under this or any other enterprise agreement or award or order of the Commission pursuant to the *Employment Protection Act 1982*.

59.5 Definitions

- (a) For the purposes of this Clause “Local Outside Hire” and “Outside Hire Companies” includes courier, taxi truck, local tow operators, prime mover and/or trailer or full rig combinations engaged to provide pick up and delivery services.
- (b) For the purpose of this Clause “Genuine Emergency” means short term peaks, high demands or unavailability of regular suppliers which Star Track may experience from time to time during the life of this agreement.
- (c) For the purpose of this Clause “Linehaul Unit” means a prime mover and/or trailer or full rig combinations.
- (d) For the purpose of this Clause “company” includes company, person or entity.

60. CHAIN OF RESPONSIBILITY

- (i) The chain of responsibility Clause covers all work contracted out by Star Track Express.

- (ii) Star Track Express shall keep records containing details of the work it has contracted out including the name and address of the company, person or entity to whom the work has been contracted, the date the work was contracted, a description of the work to be performed and the names and addresses of the employees who perform the work that has been contracted. The addresses of the employees, who perform the work that has been contracted, can only be provided by Star Track Express to the Transport Workers' Union if prior consent has been given by that employee.
- (iii) The chain of responsibility Clause will establish a two way 'tracking' system, whereby work that has been contracted out can be tracked both ways along the transport and distribution chain. Work must only be contracted out in accordance with the terms and conditions of this agreement, including the terms and conditions of this Clause, and applicable legislation including:
 - (a) *NSW Transport Industry (State) Award;*
 - (b) *Transport Industry General Carriers Contract Determination; and*
 - (c) *Road Transport (Safety and Traffic Management) (Driver Fatigue) Regulation 1999 (NSW)*
- (iv) Star Track Express will take all necessary steps to ensure that for each and every linehaul freight delivery task a Safe Driving Plan is completed. Copies of Safe Driving Plans will be kept electronically on the Star Track Express computer network. A paper copy will be given to the worker(s) actually performing the work.
- (v) When the person performing the work collects a load, the person performing the work and the consigner/freight forwarder/client will complete the relevant details on the Safe Driving Plan. A copy of the completed plan will stay with the consigner/freight forwarder/client. Two copies of the plan will go with the person performing the work together with one copy of the plan for the trip completed by that person immediately prior to the current trip. At arrival at the delivery point the person performing the work and the recipient will complete the details relating to the odometer 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. The Company must ensure that where a load requires more than one leg or more than one person performing the work, it must ensure that a Safe Driving Plan is completed for each leg or each person associated with that load. Star Track Express will amend their current Safe Driving Plan to reflect compliance with this Clause.
- (vi) The records referred to in (ii), (iv) and (v) above, shall be available for inspection and copying by a person duly authorised as if it were a record permitted to be inspected and copied under Part 7 of Chapter 5 of the *Industrial Relations Act (NSW) 1996*, *Occupational Health and Safety Act (NSW) 2000* and the *Occupational Health and Safety Regulation (NSW) 2001* or, in relation to sites located in the ACT, as if it were a record permitted to be inspected and copied under *Workplace Relations Act 1996 (Cth)*.
- (vii) Star Track Express will ensure that any contract or arrangement, made after the signing of this agreement, that it enters into resulting in work being performed by employees or contract carriers, other than those directly engaged by the company, contains a term, breach of which is to be expressed as fundamental, prohibiting any further contracting out by the company, entity or person to whom the work has been contracted.
- (viii) Star Track Express will provide all of its linehauliers with a copy of this Clause and relevant additional information as part of its effort to ensure that such linehauliers engaged by it are capable of participating in the Safe Driving Plan outlined in (iv) and (v) above.
- (ix) Star Track Express will insist that all of its linehauliers implement a Driver Fatigue Management Program, which must be completed by 1 July 2005. Star Track Express and the Transport Workers Union will ensure that a review takes place at that time to ensure compliance with this Clause.

(x) Star Track Express commits to ongoing communication with the Transport Workers' Union in respect of all Chain of Responsibility issues and processes with a view to ensuring that Star Track Express utilises its position in the contract chain to promote safe and legal performance of its work by the company, person or entity that it subcontracts work out to.

(xi) For the purpose of this Clause "Safe Driving Plan" means Subcontractor Payment Voucher which is Annexure A to this agreement and which forms part of this agreement.

61. DEFINITIONS

- 61.1** Ancillary Plant shall mean mechanically powered vehicles and/or equipment other than trucks, mobile cranes, forklifts, and tow motors used by the company the loading, unloading, stacking, moving sorting and/or handling of goods and/or materials in connection with work which is part of and ancillary to the business of the company
- 61.2** Articulated Vehicle shall mean a motor propelled vehicle used for the conveyance of goods or merchandise and the like and comprising two separate units, viz., a tractor and a semi-trailer.
- 61.3** Casual Employee shall mean an employee engaged by the day or at the conclusion of the casual employment.
- 61.4** Courier shall mean an employee who drives a vehicle and who is engaged in the delivery of documents, packages, etc, as part of a "courier service" as recognised in the industry covered by this Agreement.
- 61.5** Double time shall mean the employee's ordinary rate of pay plus 100 per cent.
- 61.6** Drivers shall mean any person engaged to drive or control any type of vehicle specified in this Agreement irrespective of any other duties. This definition shall not exclude other duties (including delivery of goods) ordinarily performed by a driver.
- 61.7** Extra Hand shall mean a person who usually accompanies a driver on a vehicle to assist in loading, unloading, delivering, collecting and safeguarding goods, merchandise and the like being transported or to be transported.
- 61.8** Leading Hand shall mean an employee who, in addition to any other duties, is required to direct the work and/or conduct, during working hours, of other employees
- 61.9** Manufacturer's Gross Vehicle Mass (GVM) shall mean the mass of a vehicle and its load as specified by the manufacturer. It may be ascertained by reference to the model specification plate attached to the vehicle or, failing this, by reference to the Roads and Traffic Authority, the manufacturer of the vehicle or its agent.
- 61.10** Ordinary Rate shall mean the employee's ordinary time rate of pay which the employee is entitled to receive for work performed in ordinary working hours.
- 61.11** Other Agreed Starting Place shall mean a place, other than the company's workplace, at which it is agreed between the company and the employees affected, such employees will be in attendance at the time or times fixed ready to commence work in ordinary working hours. Upon such agreement having been reached between the company and the employees, as aforesaid, the company shall forthwith notify the branch or sub-branch secretary of the union of the location of such other agreed starting place.
- 61.12** Semi-trailer shall mean that portion of an articulated vehicle on which goods or merchandise or the like are loaded and which is attached to and is hauled by a tractor and shall include vehicles known as low loaders, floats and jinkers.
- 61.13** Time and one-half shall mean the employee's ordinary rate of pay plus 50 per cent.

61.14 Trailer shall mean a vehicle, not having its own motive power, attached by means of a draw-bar to a motor wagon and hauled behind such motor wagon.

61.15 Transport Facility Worker (1) shall mean an employee who performs one or more of the following duties:

- loading or unloading any goods, wares, merchandise or materials on or from any vehicle and work incidental to such loading and unloading including supervision of the work and/or of other employees;
- loading and unloading rail trucks in a siding on the company's own premises;
- engaged sorting goods and in performing clerical work in connection with the carriage and/or delivery of such goods.

61.16 Transport Facility Worker (2) shall mean an employee who performs one or more of the following duties as well as the duties of a Transport Facility Worker (1):

- loading and unloading goods onto or from road vehicles,
- stacking goods on the goods yard platform,
- stowing and unstowing goods into and from rail trucks or containers of all descriptions,
- loading and unloading goods from shelving, checking and sorting loads,
- checking and sorting goods in the depot,
- operating mechanical handling appliances (including but limited to pallet jacks), and
- clerical duties, including the compilation of manifests and load summaries, associated with such work.

61.17 Union shall mean the Transport Workers' Union of New South Wales.

61.18 Year shall mean the period from 1 July to 30 June, next following.

62. ANTI – DISCRIMINATION

62.1 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.

62.2 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.

62.3 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.

62.4 Nothing in this Clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) 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
- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

62.5 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.

63. SAVINGS CLAUSE

63.1 In the event that legislative change enacted after the making of this agreement (including legislative change enacted by the Commonwealth Parliament) renders inoperative or invalid any or all of the provisions of this registered agreement, the parties agree to treat the agreement and all of its provisions as subsisting independently of any legislative framework unless section 63.1 is deemed to be in breach of the law.

Signed for and on behalf of
Star Track Express Pty Ltd

(Signature)

(Witness)

(Name)

(Date)

Signed for and on behalf of
the Transport Workers Union of
New South Wales

(Signature)

(Witness)

(Name)

(Date)

ANNEXURE A – SUBCONTRACTOR PAYMENT VOUCHER

ANNEXURE B – CLASSIFICATION DEFINITIONS

1B. CLASSIFICATION DEFINITIONS

TRANSPORT WORKER GRADE ONE

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- ~ extra hand;
- ~ yard person;
- ~ rider of a motorcycle;
- ~ rider or driver of a horse;
- ~ driver of a tow motor;
- ~ bicycle courier.

Employees appointed to this grade can also be required to perform occasional driving of vehicles for which a Class C Driving Licence is necessary provided that it is incidental to the preceding functions.

TRANSPORT WORKER GRADE TWO: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- ~ driver of two-axle rigid vehicles with a gross vehicle mass of up to 4.5 tonnes;
- ~ driver of forklifts with a capacity of up to 4.5 tonnes;
- ~ Transport Facility Worker (1).

TRANSPORT WORKER GRADE THREE: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- ~ driver of two-axle rigid vehicles with a gross vehicle mass of over 4.5 tonnes;
- ~ driver of forklifts with a capacity of over 4.5 tonnes and up to 9 tonnes;
- ~ Transport Facility Worker (2);
- ~ driver of a straddle truck.

TRANSPORT WORKER GRADE FOUR: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- ~ driver of three-axle rigid vehicles;
- ~ driver of forklifts with a capacity of over 9 tonnes and up to 15 tonnes.

TRANSPORT WORKER GRADE FIVE: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- ~ driver of four-axle rigid vehicles;
- ~ driver of articulated vehicles with a total of three axles;
- ~ driver of rigid vehicle-trailer combinations with a total of three axles;
- ~ driver of forklifts with a capacity of over 15 tonnes and up to 30 tonnes.

TRANSPORT WORKER GRADE SIX: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- ~ driver of articulated vehicles with a total of four axles;
- ~ driver of rigid vehicle-trailer combinations with a total of four axles;
- ~ driver of forklifts with a capacity of over 30 tonnes and up to 60 tonnes.

TRANSPORT WORKER GRADE SEVEN: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- ~ driver of articulated vehicles with a total of five axles or six axles;

- ~ driver of rigid vehicle-trailer combinations with a total of five axles or six axles or seven axles;
- ~ driver of forklifts with a capacity of over 60 tonnes;

TRANSPORT WORKER GRADE EIGHT: employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

- ~ driver of double articulated vehicles (i.e. "B- combination vehicles");
- ~ driver of rigid vehicle-triple trailer combinations (i.e. "road trains");
- ~ driver of gantry crane.

ANNEXURE C -ALLOWANCES

Brief Description	Amount \$
# Meal Allowance Clause 16.2.1	9.35 per meal
# Overnight Expenses Clause 15.4.3	33.90 per day
# Weekend/holiday expenses Clause 15.5	31.45 per day
Mechanical Lifting Device Clause 10.1	26.49 per week
First Aid Clause 10.2	1.95 per day
Team Leader Clause 51.1	\$100 per week
Packed Dangerous goods Clause 51.3	\$10 per day
Bulk Dangerous goods Clause 51.4	\$17 per day