

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/40

**TITLE: TNT Australia Pty Limited - TWU New South Wales (Employees)  
Amended Heads of Agreement 2003-2004**

**I.R.C. NO:** IRC3/7302

**DATE APPROVED/COMMENCEMENT:** 12 January 2004/1 January 2003

**TERM:** 31 December 2004

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/44

**GAZETTAL REFERENCE:** 5 March 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 60

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by TNT Australia Pty Limited, McPhee Transport in respect of McPhee Transport Pty Limited; and Riteway Express in respect of Riteway Transport Pty Limited, located at 201 Coward St, Mascot, NSW 2020, who fall within the classifications and coverage of the Transport Industry (State) Award

**PARTIES:** McPhee Transport Pty Limited, Riteway Transport Pty Ltd, TNT Australia Pty Limited -&- the Transport Workers' Union of New South Wales

# TNT Australia Pty Limited - TWU New South Wales (Employees) Amended Heads of Agreement 2003 - 2004

## 1. Contents

Clause No.	Subject Matter
1	Contents
2	Title
3	Parties Bound
4	Definitions
5	Objectives
6	Commitment
7	Implementation of Technology and Operational Procedures
8	Training
9	Union Recognition and Union Membership
10	Attending Union Training
11	Application of Agreement
12	Union Picnic Day
13	Superannuation
14	Employee Deductions
15	Labour Arrangements
16	Rates of Remuneration for Employees
17	Parental Leave
18	Discretionary Leave
19	Compliance to Laws
20	Settlement of Disputes
21	Grievance Process for Agency Labour
22	Anti - Discrimination
23	No Extra Claims
24	Leave Reserved
25	Parties to Rescind Enterprise Awards
26	Operation of Agreement
27	Signatures

Attachment 1 Applicable Rates of Pay  
Attachment 2 Delegates Charter of Rights  
Attachment 3 Transport Industry (State) Award

## 2. Title

This Agreement shall be known as the "TNT Australia Pty Limited - TWU New South Wales (Employees) Amended Heads of Agreement 2003-2004"

## 3. Parties Bound

The parties to this Agreement are:

- (i) TNT Australia Pty Limited
- (ii) McPhee Transport Pty Limited
- (iii) Riteway Transport Pty Limited
- (iv) Transport Workers' Union of New South Wales

#### 4. Definitions

- (i) In this Agreement, unless the context otherwise requires:

"Act" means the *Industrial Relations Act 1996* (NSW), as amended

"Award" means the Transport Industry (State) Award, applicable at the time of signing of this Agreement and annexed to this Agreement as Attachment 3

"business entity" means TNT Express in respect of TNT Australia Pty Limited, McPhee Transport in respect of McPhee Transport Pty Limited and Riteway Express in respect of Riteway Transport Pty Limited

"Company" means respectively TNT Australia Pty Limited, McPhee Transport Pty Limited and Riteway Transport Pty Limited

"Commission" means the Industrial Relations Commission of New South Wales

"Employee" means a person employed by TNT Australia Pty Limited or a person employed by McPhee Transport Pty Limited or a person employed by Riteway Transport Pty Limited in a full-time, part-time or casual capacity under the terms of the Award to whom this Agreement applies.

"base rate of pay" means the rate of pay not including payments for overtime, allowances, shift payments and any other allowance and/or penalty payment prescribed by the Award, Enterprise Award or Enterprise Agreement

"parties" means respectively TNT Australia Pty Limited, McPhee Transport Pty Limited and Riteway Transport Pty Limited and the Transport Workers' Union of New South Wales

"Test Case" means a matter brought before the Commission for determination resulting in the establishment of a benchmark for the transport industry

"Transport Workers Welfare Fund" means clause 14 of the Transport Workers' Union of Australia, New South Wales Branch "Final Draft 2002 TWU Heads of Agreement" (referenced as "2002 Heads of Agreement - 5th draft - 12 September.doc")

"TWU" means the Transport Workers' Union of New South Wales

"Union" means the Transport Workers' Union New South Wales

"Union Training Days" means any training attended by elected Delegates which is organised by the TWU.

- (ii) In this Agreement:

(a) words importing the singular shall include the plural

(b) words importing the masculine gender shall include the feminine gender

#### 5. Objectives

The Company, TWU and Employees recognise the link between Employee satisfaction, Customer satisfaction and Shareholder value. The objectives of this Agreement are:

- (i) to create an environment where customer satisfaction is of paramount importance to all Employees
- (ii) to positively assist the Company to achieve its vision of becoming the fastest and most reliable provider of express delivery services

- (iii) to create and maintain a profitable and viable enterprise for the benefit of the key stakeholders - customers, Employees and shareholders

## **6. Commitment**

- (i) By entering into this Agreement the parties commit to deploy the Company's Key Processes which are:

- Winning and keeping profitable customers
- Delivering on time and in perfect condition
- Issuing clean invoices and getting paid
- Recruiting, equipping, developing and empowering people
- Ensuring safe and secure work environments
- Creating and strengthening competitive edge
- Making Money

- (ii) The Company is committed to providing induction, product knowledge and work systems training to ensure that Employees are equipped and motivated to provide continuously improving customer service and meet the performance indicators of the relevant Key Processes.

## **7. Implementation of Technology and Operational Procedures**

- (i) Employees will co-operate in the introduction and continuing use of technology which assist in improving and maximising the performance of the business, improves customer service, enhances monitoring and measurement of service quality.
- (ii) All wage increases paid under this Agreement are in full satisfaction of any claims that may arise relating to the use of technology and/or operating procedures during the life of this Agreement.
- (iii) The Company shall make no further payments on account of the use and application of technology regardless of whether or not, after the registration of this Agreement, increases or new allowances are prescribed by any applicable award in relation to the introduction or use of any technology.
- (iv) Introduction of new technology and operational procedures will not change the classification of Employees as a transport worker for the purposes of the Award.
- (v) The Company shall provide additional support to Employees who are experiencing problems with using the new technology. Where such support is given and the Employee's performance has not improved, the Company will discuss options for dealing with the situation with the Union.
- (vi) Any productivity improvements which arise out of the introduction of new technology and operational procedures during the life of this Agreement may be subject to future Heads of Agreement negotiations.
- (vii) The parties commit to consultation on the implementation of new technology including but not limited to the impact on changed work processes and job security.

## **8. Training**

- (i) The Company will continue training in such areas as vocation, product knowledge, customer service, trade practices compliance, occupational health and safety, safer work practices and knowledge of the Award for the benefit of the Employees bound by this Agreement.

- (ii) The Company and the TWU recognise that induction training is necessary to promote an understanding of the Company's businesses and enhance customer service, productivity, efficiency and compliance with legal obligations.
  - (a) Subject to the Company not breaching current contractual arrangements with Victoria University, the Company will provide Blue Card training to Employees during the operation of this Agreement. Provided that such training is delivered, in the first instance, by Victoria University or in its absence a Registered Training Organisation selected by the Company.
  - (b) The operation of the Blue Card shall not restrict access to the Company's sites and operations or interfere with an individual Employee's right of association.
  - (c) At the expiry of the contract with Victoria University on 19 December 2003, the Company will implement Blue Card in each business entity.
  - (d) Commencing from the operation of this Agreement, the Company will advise all regular contractors working in each business entity of the Blue Card to allow the contractor to make a decision on obtaining a Blue Card.
- (iii) The Company commits to continue the training of Employees. As a minimum, such training will include:
  - (a) Induction, including site and job function
  - (b) Occupational health and safety
  - (c) Industrial rights and obligations, including the operations of this Agreement and the Award
  - (d) Legal compliance
  - (e) Driver fatigue.
- (iv) The Company is committed to retaining the Investors in People accreditation, part of which requires a commitment to develop Employees to meet business objectives. As part of this commitment, the Company will provide site and individual training plans.
- (v) Where the Company requires particular training to be undertaken by Employees, the Company will conduct the training at its own expense.

## **9. Union Recognition and Union Membership**

- (i) The Company recognises the TWU as being the union entitled to represent Employees covered by this Agreement.
- (ii) All new Employees covered by this Agreement, shall upon induction, be given an application form and any literature provided by the TWU so they may join the TWU if they so wish.
- (iii) The Company agrees to the Delegates Charter of Rights shown in Attachment 2. The Delegates Charter of Rights may be varied from time to time by written agreement between the State Secretary of the TWU and the Company.

## **10. Attending Union Training**

- (i) The Company shall permit elected Delegates to attend the following number of Union Training Days, within each year of the life of this Agreement:

TNT Express (Metropolitan Depots)	90 days in total for all Delegates
Riteway Express	20 days in total for all Delegates
McPhee Transport	42 days in total for all Delegates

- (a) A total of 10 days per annum for Union Training will be available for an elected Delegate at the Gosford, Newcastle and Wollongong depots of TNT Express.
- (b) Having regard to the travel time between the Employee's depot and training venue, Delegates who attend a Union Training Day shall be paid in accordance with the following arrangements:

Where a Delegate returns to the workplace after a Union Training Day or part of a day and continues to work after his/her ordinary hours, the Company will pay the overtime for all hours worked in excess of the ordinary hours

Where a Delegate attends a Union Training Day or part of a day and fails to present and be available for work either before or after the Union Training Day, the delegate will only be paid base rate of pay for the period in attendance at the Union Training Day

Where a Delegate attends a Union Training Day for the whole day, and provided that notice has been given to the Company in accordance with sub-clause (ii) of this clause, the Company will pay the Delegate the hours worked under normal circumstances

- (c) The number of Delegates who will be paid to attend Union Training Days shall be as follows:

TNT Express - Mascot, Enfield, Chullora:  
Up to 3 Employee Delegates per meeting per depot

McPhee Transport - Homebush:  
Up to 3 Employee or Contract Carrier Delegates per meeting

Riteway Express - Chullora:  
Up to 2 Employee or Contract Carrier Delegates per meeting

- (ii) Notice to Attend Union Training:

- (a) The Company requires, from the TWU, at least 48 hours written notice for Delegates to attend Union Training Days.
- (b) Notice referred to in (a) of this sub-clause shall be provided by the TWU to the General Manager Human Resources, TNT Express or the State Manager, McPhee Transport or the State Manager, Riteway Express for Delegates required to attend from the respective business entity.
- (c) Notice referred to in (a) of this sub-clause shall include the expected duration of the Delegate's absence from the workplace, purpose of the training, date, time and location of the training.

### **11. Application of Agreement**

- (i) This Agreement applies to each Company in respect of its Employees covered by the Award employed in the Company's relevant business entity.
- (ii) Where there is an inconsistency between this Agreement and a pre-existing award or agreement, this Agreement shall apply.

### **12. Union Picnic Day**

Clause 28 - Union Picnic Day - of the Award shall apply to all Employees who are covered by this Agreement.

### **13. Superannuation**

- (i) The Company agrees to make contributions for its Employees in accordance with the Transport Industry Superannuation (State) Award.

- (ii) The Company will continue to make contributions to the TWU Superannuation Fund subject to any rights an individual may have under the legislation.

#### **14. Employee Deductions**

In accordance with current practice, the Company may facilitate Employee deductions as outlined below:

- (i) All non-statutory, agreed and duly authorised deductions from an Employee's pay shall be applied to the purpose of the deduction within 10 days of each month's end.
- (ii) The Company shall maintain records of the following transactions:
  - (a) Deductions. Such deductions shall appear on the Employee's next pay advice;
  - and
  - (b) Payments to recipient institutions. The Company shall provide the Employee with evidence that such a payment has been made upon the request of the Employee.

#### **15. Labour Arrangements**

- (i) The Company is committed to the permanent full-time engagement of its Employees, noting that for operational reasons there will be continuing needs for flexible workforce solutions including permanent part-time, casual and labour hire Employees to supplement the permanent full-time workforce.
- (ii) The Company will continue to utilise a flexible approach to staffing requirements, including labour being provided through labour hire companies.
- (iii) Where it is decided by the Company to use labour hire companies other than those currently being used as preferred suppliers for employee staffing then there will be consultation and agreement with the TWU.
- (iv) The Company may extend opportunities for permanent full-time engagement to part-time, casual Employees or employees of labour hire companies where there is a demonstrated need for additional full-time employees to be engaged by the Company.
- (v) The Company will require labour hire companies to pay the rates contained within this Agreement.
- (vi) The Company commits to the process set out in this sub-clause:
  - (a) Where the Company believes major changes to its business may be imminent and where those changes will have significant effects on employees, the Company will consult the TWU and those employees prior to the Company implementing the changes.
  - (b) "significant effects", referred to in (a) of this sub-clause, means major changes in the composition, operation and engagement of the Company's workforce covered by this Agreement.
  - (c) The Company will discuss the introduction of changes referred to in (a) of this sub-clause, the effects the changes are likely to have on the employees and any measures to avert or mitigate the effects of such changes on the employees with the TWU.
  - (d) The Company will give consideration to matters raised by these employees and/or the TWU in relation to the changes, prior to implementation of the changes.

#### **16. Rates of Remuneration for Employees**

- (i) The Company shall pay the following increases on the base rate of pay:

- (a) 2% in respect of the TWU's claim for increased wages and a further 0.5% in full and final settlement of the TWU's claim under the Transport Workers Welfare Fund. The operative date of these increases shall be from the first full pay period commencing on or after 1 July 2003;
- (b) 2% in respect of the TWU's claim for increased wages and a further 0.5% in full and final settlement of the TWU's claim under the Transport Workers Welfare Fund. The operative date of these increases shall be from the first full pay period commencing on or after 1 December 2003;
- (c) 2% in respect of the TWU's claim for increased wages and a further 0.5% in full and final settlement of the TWU's claim under the Transport Workers Welfare Fund. The operative date of these increases shall be from the first full pay period commencing on or after 1 July 2004;
- (d) 2% in respect of the TWU's claim for increased wages and a further 0.5% in full and final settlement of the TWU's claim under the Transport Workers Welfare Fund. The operative date of these increases shall be from the first full pay period commencing on or after 1 December 2004.

The rates of pay applicable upon payment of the increases in (a) to (d) above are shown in Attachment 1.

- (ii) The increases set out in clause 16(i) are inclusive of an amount of 2% (i.e. 1% + 1%) in settlement of the TWU's claim in respect of the Transport Workers Welfare Fund. If any future claims are made in respect of any contribution by the Company in respect of the Transport Workers Welfare Fund or any similar replacement fund or scheme, the increases in rates under this Agreement shall be taken into account in respect of any such claim.
- (iii) The rates of pay specified in Attachment 1 will apply for the purposes of calculating entitlements including, but not limited to, overtime, any form of leave, redundancy and superannuation.
- (iv) Any state wage case or other Award variations will be absorbed by the increases in wages provided by this Agreement.
- (v) The base rates of pay in Attachment 1 do not include allowances. Allowances as prescribed by the Award, shall be paid to Employees consistent with the amounts and conditions under which those allowances are paid.
- (vi) The TWU on behalf of itself, officers and members agrees that where any future agreement provides for wage increases in addition to those contained in this Agreement, then any such wage increase shall not become due or payable before 31 March 2005. However the parties agree to commence negotiating an agreement no later than 1 October 2004.

#### **17. Parental Leave**

The Company shall comply with the provisions of Chapter 2, Part 4, Division 1 - Parental Leave, of the Act.

#### **18. Discretionary Leave**

- (i) The Company, at its discretion, provides leave to Employees to assist in situations declared by the state emergency services organisations. The Company will continue to support such leave subject to the approval at the Depot General Manager level, consistent with current practice.
- (ii) Leave granted under this arrangement will be treated as continuous service and having regard to pay supplementation by emergency services organisations, the Company will ensure the Employee receives base rate of pay for any time lost from work.
- (iii) The Company may request "proof of attendance" documentation as part of the discretionary leave approval process.
- (iv) The arrangements contained in sub-clauses (i), (ii) and (iii) of this clause shall apply to Employees wishing to donate blood.

## **19. Compliance to Laws**

- (i) The Company shall comply with the requirements of laws and regulations relating to the road transport industry.
- (ii) Where a Delegate has a specific incident of a suspected breach of compliance to road transport law, the Delegate may raise the suspected breach with the his/her supervisor. Subject to the provisions of privacy legislation and other commercial arrangements, the Delegate will be shown relevant reports captured on the Company's linehaul system, Juliet.

## **20. Settlement of Disputes**

- (i) The parties agree that the following settlement of disputes procedure shall apply:
  - (a) The matter should first be discussed at the workplace level between the Employee and relevant management and where requested, a Delegate;
  - (b) If the matter is not settled, discussions shall occur between the appropriate TWU Official Delegate 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. At each discussion, other Company and TWU representatives may be in attendance as required.
  - (d) If the matter is still not settled, it shall be submitted to the Commission which shall conciliate the matter.
  - (e) The Commission may make a determination, which is binding on the parties, where there is no likelihood that within a reasonable period conciliation or further conciliation will result in agreement.
- (ii) The above steps do not preclude reference of a dispute to the Commission at any stage of this procedure if a party believes it necessary. In these circumstances, the Commission will retain its discretion to refer the parties back to a continuation of this procedure where the Commission considers that course appropriate.
- (iii) While the parties attempt to resolve the matter work will continue as directed by the Company, subject to an Employee's rights regarding health and safety issues in accordance with the Act.
- (iv) The ultimate terms of settlement of the dispute will not be affected in any way nor will the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has continued without interruption.
- (v) The procedures and obligations contained herein will be equally binding on the parties to this Agreement. The decisions of the Commission will be accepted and adhered to by all the parties subject to their appeal rights under the Act. Where yard meetings are held, Company representatives will be given the opportunity to address the yard and propose solutions to any matter in dispute.
- (vi) Notwithstanding the contents of this clause, it has always been the policy of the Company and of the TWU to ensure the supply of blood and any agreed emergency and medical supplies in all business entities.

## **21. Grievance Process for Agency Labour**

- (i) Where the Company concludes there is a disciplinary issue involving an agency person doing work covered by the Transport Industry (State) Award and who is a member of the TWU, the Company will advise the TWU Delegate on site of the Company's intention prior to returning the agency person back to the agency.

- (ii) Subject to confidentiality and the agency person's consent, the Company will discuss with the Delegate the nature of the disciplinary issue and allow the TWU an opportunity to review the decision prior to sending the agency person back to the agency.
- (iii) Any subsequent matters that may be in dispute will be processed with the agency (as the employer), the TWU and the employee of the agency.

## **22. Anti - Discrimination**

- (i) It is the intention of the parties to this Agreement to seek to achieve the object in section 3(f) of the Act to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of carers' responsibilities, race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) 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.
- (iii) Nothing in this clause is 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*;
  - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (iv) This clause does not create legal rights and obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

## **23. No Extra Claims**

- (i) It is a condition of this Agreement that the TWU on behalf of itself, officers and members shall not make or pursue any extra claims during the operation of this Agreement.
- (ii) The TWU on behalf of itself, officers and members agrees that where any future agreement provides for wage increases in addition to those contained in this Agreement, then any such wage increase will not become due or payable before 31 March 2005.
- (iii) Nothing in this clause precludes individual sites from agreeing to performance based schemes which will bring benefit to the Company and Employees. Such schemes shall only be implemented by mutual agreement.

## **24. Leave Reserved**

- (i) The parties acknowledge that during the operation of this Agreement there may be a number of Test Case matters determined by the Commission, which may then be the subject of further negotiations between the parties. These Test Case matters may include, but not be limited to, reasonable working hours and protection of employee entitlements.
- (ii) Leave is reserved for the TWU to negotiate a separate service fee agreement with the Company during the life of this agreement.

## **25. Parties to Rescind Enterprise Awards**

- (i) During the operation of this agreement, the parties may make application to the Commission to rescind awards and agreements. Provided that where awards and agreements are rescinded, sunseting arrangements may be invoked for Employees engaged pursuant to those awards or agreements.

- (ii) As a result of the rescission of the awards and agreements, the parties agree that there will be no demarcations between the Award classifications and classifications that are currently covered by the awards and agreements to be rescinded.

**26. Operation of Agreement**

- (i) This Agreement shall come into effect on 1 January 2003 and shall remain in force until 31 December 2004.
- (ii) This Agreement rescinds and replaces the TNT Australia Pty Limited - TWU New South Wales Branch (Employees) Heads of Agreement 2003 -2004.

**27. Signatures**

EXECUTED as an Agreement

SIGNED by TNT AUSTRALIA PTY LIMITED  
ABN 41 000 495 269 pursuant to section 127(1) of the  
*Corporations Act 2001*:

Secretary

Director

\_\_\_\_\_  
Name of Secretary H.E. Chapman

\_\_\_\_\_  
Name of Director R. Corcoran

Date:  
18 December 2003

SIGNED by MCPHEE TRANSPORT PTY  
LIMITED ABN 65 001 856 113 pursuant to section  
127(1) of the *Corporations Act 2001*:

Secretary

Director

\_\_\_\_\_  
Name of Secretary H.E. Chapman

\_\_\_\_\_  
Name of Director R. Corcoran

Date:  
18 December 2003

SIGNED by RITEWAY TRANSPORT PTY  
LIMITED ABN 66 003 427 576 pursuant to section  
127(1) of the *Corporations Act 2001*:

Secretary

Director

\_\_\_\_\_  
Name of Director H.E. Chapman

\_\_\_\_\_  
Name of Director R. Corcoran

Date:  
18 December 2003

SIGNED BY THE TRANSPORT WORKERS' UNION  
OF NEW SOUTH WALES

Secretary

Name of Secretary

Date:  
16/12/03

## ATTACHMENT 1

TABLE A

Employees employed pursuant to the Transport Industry (State) Award

Grade	Base rates of pay applicable as at (per week):	Base rates of pay applicable from the first full pay period commencing on or after (per week):			
		30 June 2002	1 July 2003	1 December 2003	1 July 2004
1	544.51	558.12	572.08	586.38	601.03
2	563.53	577.62	592.06	606.86	622.03
3	576.72	591.14	605.92	621.06	636.59
4	588.20	602.91	617.98	633.43	649.26
5	617.78	633.22	649.05	665.28	681.91
6	625.19	640.82	656.84	673.26	690.09
7	647.77	663.96	680.56	697.58	715.02
8	693.72	711.06	728.84	747.06	765.73

TABLE B

Employees engaged pursuant to the Comet Sydney Sortation Award

Grade	Base rates of pay applicable as at (per week):	Base rates of pay applicable from the first full pay period commencing on or after (per week):			
		30 June 2002	1 July 2003	1 December 2003	1 July 2004
1	599.44	614.43	629.79	645.53	661.67
2	673.29	690.12	707.38	725.06	743.19

## ATTACHMENT 2

### DELEGATES CHARTER OF RIGHTS

A TWU Delegate, as the workplace representative, shall:

Be treated fairly and perform their role as Union Delegate without any discrimination in the workplace

Be recognised by the Company as the endorsed representative to represent the Union members in the workplace

Bargain collectively on behalf of those they represent

Be paid in accordance with clause 10 of the TNT Australia Pty Limited - TWU New South Wales (Employees) Amended Heads of Agreement 2003-2004, to:

represent the interests of Union members to the Company and industrial tribunals

consult with Union members during normal working hours

participate in the operation of the Union

attend accredited Union education and training

Have access to new employees to explain the benefits of Union membership

Respect the right of association of an individual employee

In recognition of the Company's support, the Company expects the TWU Delegate to:

Encourage members of the TWU to comply with awards and agreements

Encourage members of the TWU to comply with occupational health and safety rules at all times

Encourage members of the TWU to follow the dispute settlement procedures at all times

Have reasonable access to Company resources, such as telephone and facsimile, for the purpose of carrying out his/her delegate's duties

(677)

**SERIAL B9022**

## **TRANSPORT INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES  
FULL COMMISSION

Application by the Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC .6475 of 1998)

Before the Honourable Justice Wright, President  
The Honourable Justice Peterson  
Commissioner Connor

31 March 2000

### **AWARD**

#### CONTENTS

#### SECTION I WAGES, ALLOWANCES, AND HOURS OF EMPLOYMENT

1. Wages
2. Allowances
- 2A. Commitment
3. Hours of Employment
4. Shift Work
5. Overtime
6. Saturday and Sunday Work
7. Travelling and Living Away Allowances
8. Meal Breaks and Allowances
9. Casual Employees

10. Part-time Employees
11. Young Employees
12. Payment of wages

## SECTION II LONG DISTANCE WORK

13. Long Distance Work
14. Rate of Pay
15. Future Adjustment of Rates of Pay
16. Rostered Days Off

## SECTION III LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

17. Annual Leave
18. Long Service Leave
19. Sick Leave
20. Personal/Carer's Leave
21. Bereavement Leave
22. Parental Leave
23. Public Holidays

## SECTION IV INDUSTRIAL RELATIONS AND THE UNION

24. Dispute Resolution Procedure
25. Union Delegate
26. Union Notice Board
27. Union Right of Entry
28. Union Picnic Day

## SECTION V OTHER PROVISIONS

29. Employees' Duties
30. Mixed Functions
31. Termination of Employment
32. Redundancy
33. Superannuation
34. Jury Service
35. Limitation of Driving Hours
36. Limitation of Overtime
37. Recall
38. Absences From Duty
39. Commitment to Training
40. Amenities and First Aid Outfits
41. Uniforms and Protective Clothing
42. Tools and Apparatus
43. Cabins, Hoods and Windscreens
44. Unauthorised Persons Riding on Vehicles
45. Laundry and Dry Cleaning - Special Provisions
46. Chauffeurs - Special Provisions
47. Award Modernisation
48. Definitions
49. Anti - Discrimination
50. Area, Incidence and Duration

## SECTION I - WAGES, ALLOWANCES AND HOURS OF EMPLOYMENT

### 1. Wages

The wage rates set out in Part B of this award for the classifications set out in this clause are total weekly rates of pay.

#### 1.1 GENERAL RATES

1.1.1 Rates of Pay: employees falling within this division shall be paid the rates of pay set out in Table 1 of Part B of this award.

1.1.2 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;
- yardperson;
- 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 1A driving license 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-double combination vehicles");

driver of rigid vehicle-triple trailer combinations (i.e. "road trains");

driver of gantry crane;

## 1.2 MOBILE CRANE & C. RATES

Persons engaged as Drivers/Operators of Mobile Cranes and Mobile Hydraulic Platforms employed by general carriers in connection with their business, the carriage and delivery of goods, merchandise and the like and/or in the performance of work incidental to the loading, unloading, handling and/or placement of goods, shall be classified as follows and shall be paid as provided for in Table 2 of Part B of this award:

### 1.2.1 Mobile Cranes:

GRADE A: Up to 20 tonnes;

GRADE B: From 21 tonnes and up to 40 tonnes;

GRADE C: From 41 tonnes and up to 80 tonnes;

GRADE D: From 81 tonnes and up to 100 tonnes;

Thereafter for each additional 20 tonnes lifting capacity an additional amount per week as set out in Table 2 of Part B shall be paid.

#### 1.2.2 Mobile Hydraulic Platforms:

GRADE A: Trainee (undergoing structured training program in accordance with agreed standards);

GRADE B: Boom length up to and including 11 metres (including trainee);

GRADE C: Boom length over 11 metres and up to 17 metres;

GRADE D: Boom length over 17 metres and up to 23 metres;

GRADE E: Boom length over 23 metres and up to 28 metres;

Where the boom length rating is in excess of 28 metres an additional amount per metre per week as set out in Table 4 of Part B shall be paid.

GRADE F: Mobile hydraulic platform with an underbridge unit.

#### 1.2.3 Crane Offsider.

#### 1.2.4 Advanced Crane Offsider.

### 1.3 ANCILLARY PLANT DRIVER RATES

Persons engaged as Ancillary Plant Drivers shall be classified as follows and shall be paid as provided for in Table 3 of Part B of this award:-

GRADE A: Up to 65 BHP;

GRADE B: Over 65 BHP and up to 130 BHP;

GRADE C: Over 130 BHP and up to 295 BHP;

GRADE D: Over 295 BHP and up to 500 BHP;

GRADE E: Over 500 BHP and up to 600 BHP;

GRADE F: Over 600 BHP.

(BHP refers to brake horsepower)

### 1.4 MOBILE CONCRETE PUMP DRIVER/OPERATOR RATES

Persons engaged in the delivery and/or placement of concrete by means of a mobile concrete pump shall be classified as follows and shall be paid as provided for in Table 4 of Part B of this award:-

GRADE A: Extra Hand;

GRADE B: Driver/operator - boom length up to and including 11 metres;

GRADE C: Driver/operator - boom length over 11 metres and up to 17 metres;

GRADE D: Driver/operator - boom length over 17 metres and up to 23 metres;

GRADE E: Driver/operator - boom length over 23 metres and up to 28 metres;

Where the boom length rating is in excess of 28 metres an additional amount per metre per week as set out in Table 4 of Part B shall be paid.

## 1.5 FURNITURE REMOVALS

Furniture Removalist Offsiders shall be paid as provided for in Table 5 of Part B.

## 1.6 CHAUFFEURS

Chauffeurs/drivers of vehicles used for the purpose of carrying passengers shall be paid as provided for in Table 6 of Part B.

## 2. Allowances

For the purposes of computing wages, overtime etc., the additional amounts set out in Part B of this award and referred to in this clause form part of the weekly wage for the work performed unless otherwise specified.

### 2.1 Furniture Removals

All employees engaged in furniture removals shall receive the appropriate weekly rate of pay specified in this Part B of this award according to the appropriate classification and in addition thereto an additional amount as provided for in Item 1 of Table 7 of Part B.

### 2.2 Ready Mixed Concrete

Persons involved in the cartage of ready mixed concrete shall be paid the additional amounts provided for as follows and set out in Table 7 of Part B :

2.2.1 Drivers of Ready Mixed Concrete Agitator Trucks - Employees who are engaged in the driving and/or operating of ready mixed concrete trucks shall be paid an additional rate as set out in Item 2 of Table 7 of Part B, up to a maximum amount per week as provided for in Item 3 of Table 7 of Part B, subject to the following :

2.2.1.1 Such additional rate is in recognition of the skill and responsibility involved in assessing the slump and ingredients in accordance with the employer's requirements.

2.2.1.2 The additional rate shall only become payable to an employee who has had at least three (3) months' service with the current employer, and who is actually engaged in the delivery of concrete; provided that in the case of an employee who has had prior experience in the driving and/or operating of ready-mixed concrete trucks, the additional rate shall be paid after one (1) month's service with the current employer.

2.2.2 Employees (other than agitator drivers) engaged in the delivery and/or placement of concrete - The rate specified in Table 1 of Part A of this award for Transport Worker Grade One and in addition thereto the amount specified in Item 4 of Table 7 of Part B.

### 2.3 Leading Hands

Employees appointed as leading hands shall be paid the rate specified in Tables 1,2,3 or 4 of Part B for the appropriate classification in this clause and in addition thereto the amount specified in Item 5 of Table 7 of Part B.

### 2.4 Butcher's Bones etc.

Employees principally engaged in the collection of butchers' bones, fat, etc., shall be paid the rate specified in Table 1 of Part B for the appropriate classification in this clause and in addition thereto the amount specified in Item 6 of Table 7 of Part B.

## 2.5 Additional Horses

Employees driving more than one horse shall be paid the rate specified in Table 1 of Part B for a Transport Worker Grade One and in addition thereto the amount specified in Item 7 of Table 7 of Part B for each horse in addition to one.

## 2.6 Working in the Open

Employees working in the open in forest locations and without amenities such as change rooms, lunch rooms, lockers, lavatories and washing facilities, shall be paid the additional amount specified in Item 8 of Table 7 of Part B. This allowance is intended as compensation to cover the factors mentioned above and other factors such as working at isolated and undeveloped locations, difficult terrain and undergrowth, exposure to extremes of heat, cold and wind, and wet, dusty and muddy conditions.

## 2.7 Long and Wide Loads

2.7.1 An employee who is engaged driving a loaded vehicle which together with its special load exceeds :-

2.7.1.2 2.9 metres in width or 18.29 metres in length or 4.3 metres in height measured from the level shall be paid, in addition to all other rates payable, the amount specified in Item 9 of Table 7 of Part B whilst so engaged with a minimum payment of the amount specified in Item 10 of Table 7 of Part B.

2.7.1.3 3.36 metres in width or 21.34 metres in length or 4.58 metres in height measured from ground level shall be paid, in addition to all other rates payable, the amount specified in Item 11 of Table 7 of Part B whilst so engaged with a minimum payment of the amount specified in Item 12 of Table 7 of Part B.

2.7.2 Where any load is being carried by an articulated vehicle which is equipped with rear-end steering and a steersperson is engaged in addition to the tractor driver then both the tractor driver and the steersperson shall be paid in addition to all other rates payable the amount specified in Item 13 of Table 7 of Part B whilst so engaged with a minimum payment of the amount specified in Item 14 of Table 7 of Part B. Provided however, that this payment shall not be in substitution thereof. Provided further that the rates payable under this subclause shall not be taken into account in the calculation of overtime.

2.7.3 None of the allowances in clause 2.7 shall apply to drivers of "B-double combination vehicles" or road trains.

## 2.8 Mechanical Lifting Devices

Drivers of vehicles equipped with sidestacking or sidelading 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 Table 1 of Part B for the appropriate classification in this clause and in addition thereto the amount specified in Item 15 of Table 7 of Part B.

## 2.9 Carrying Furniture

Employees (other than those covered by clause 2.1) who are engaged in the removal or delivery of furniture, pianos, pianolas, refrigerators, iron safes, and similar articles, which have to be carried by the employees, shall be paid the rate specified in Part B for the appropriate classification in this clause and in addition thereto the amount specified in Item 16 of Table 7 of Part B.

## 2.10 Used Diapers

Employees engaged in the handling or transport of used diapers shall be paid, in addition to the rate specified in Part B for the appropriate classification, the amount specified in Item 17 of Table 7 of Part

B in the case of weekly employees and the amount specified in Item 18 of Table 7 of Part B in the case of casual employees.

## 2.11 In Charge of Plant

Ancillary plant drivers in charge of plant shall be paid the appropriate weekly rate specified in Table 3 of Part B and in addition thereto the amount specified in Item 19 of Table 7 of Part B. An employee shall be deemed to be in charge of a plant item where:-

2.11.1 Two or more operators are employed on a unit of plant at the same time and the employee is the operator specifically entrusted with the superintendence and responsibility; or

2.11.2 When an operator is instructed by the supervisor of the work that the operator's duties are to include repairs to the operator's unit or plant in addition to the work of operating the plant but not when the operator merely assists the fitter or the engineer to do such work.

For the purpose of this allowance a field service grease truck will be regarded as a unit of plant and an employee placed in charge of such a truck shall be eligible for payment.

## 2.12 Collecting Moneys

Employees who are required to collect moneys, excluding not negotiable cheques, on behalf of the employer and/or employer's clients, upon delivery of goods, shall be paid additional rates as provided for in Table 7 of Part B according to the amount of money carried as set out below:

Where the amount collected per week :

2.12.1 Exceeds \$30 but does not exceed \$150 - Item 20

2.12.2 Exceeds \$150 but does not exceed \$250 - Item 21

2.12.3 Exceeds \$250 but does not exceed \$400 - Item 22

2.12.4 Exceeds \$400 but does not exceed \$600 - Item 23

2.12.5 Exceeds \$600 - Item 24

This clause shall not apply to household furniture removals.

## 2.13 Carrying Goods

All goods required to be physically carried by the employee, as at present recognised in the industry, shall be paid for at the rates provided for in Table 7 of Part B:

2.13.1	On the level -	Item 25
2.13.2	Upstairs -	Item 26

## 2.14 Carrying Salt

All drivers engaged in the delivery of salt in sacks or bags which have to be physically carried away from the vehicle by the employee at the customer's premises shall be paid as provided for in Item 27 of Table 7 of Part B for all salt delivered.

## 2.15 Obnoxious Materials

2.15.1 Employees directly engaged in the loading and/or unloading or the loading and transporting and unloading of the material named in this clause 2.15.1, subject to the conditions set out herein, shall be paid the additional rates specified in Table 7 of Part B as provided for as follows :

- 2.15.1.1 Soda ash, Lignosol, Bulk Sulphur, Phosphate Rock, Manganese, Carbon Black, Lamp Black or Fish Meal (other than in undamaged steel drums, undamaged casks or undamaged polythene bags).Item 28
- 2.15.1.2 Oxides, including, antimony oxide, zinc oxide, yellow oxide, titanium, red lead, litharge or any oxide with a similar base when free or packed in sacks or bags (other than in undamaged steel drums, undamaged casks or undamaged polythene bags).Item 29
- 2.15.2 Drivers engaged on duties in connection with the loading and/or unloading of any of the materials mentioned in clause 2.15.1.1, subject to the conditions set out herein, required to carry out such work on wharves, jetties or the like for a period of more than two hours on any one day, shall be paid the additional rate specified in Item 30 of Table 7 of Part B.
- 2.15.3 Employees engaged in the transportation only of any of the materials mentioned in clause 2.15.1, when free or packed in sacks or bags, shall be paid the additional rate specified in Item 31 of Table 7 of Part B.
- 2.15.4 Employees engaged in the loading and/or transportation and/or unloading of hydrogen fluoride shall be paid at the rate of double time whilst so engaged.
- 2.15.5 Employees engaged in the loading and/or transportation and/or unloading of any of the materials mentioned in clause 2.15 and for which extra rates are provided, shall, subject to the conditions specified herein, be paid a minimum of four hours at the appropriate rate for each day upon which the employee is so engaged.
- 2.15.6 Employees engaged in the loading, unloading or handling by mechanical appliance of any materials in unbroken containers in circumstances such that the employee is not exposed to any disability arising from the obnoxious nature of the materials shall not qualify for the extra rates
- 2.15.7 Employees engaged in the loading and/or transporting of hot slag from No.4 Blast Furnace, No. 5 Blast Furnace, the B.O.S. Plant, the No.2 Open Hearth and from No.21 Dump of Australian Iron and Steel Pty. Ltd. Port Kembla, or from No.4 Blast Furnace and from the liquid pits (excluding the scull area) at Broken Hill Proprietary Co. Ltd., Newcastle, shall be paid in addition to the rate specified in Table 1 of Part B as specified in Clause 1, Wages, of this award, for the appropriate classification, the additional rate specified in Item 32 of Table 7 of Part B whilst so engaged.
- 2.15.8 In the event of any dispute as to the obnoxious nature of any additional materials not mentioned in this clause 2.15, or the extra rate to be paid for any goods classified as obnoxious materials or as to the application of clause 2.15.6, of this clause, any party to these proceedings may refer the matter to the Conciliation Committee or the Industrial Relations Commission of New South Wales for determination.

## 2.16 First Aid

An employee appointed by the employer to perform first-aid shall be paid the amount specified in Item 33 of Table 7 of Part B, in addition to the employee's ordinary rate during such appointment.

## 2.17 Garaging

Where an employee, at the request of the employer, garages the employer's vehicle in covered garage space provided by the employee, such employee shall be paid the amount specified in Item 34 of Table 8 of Part B for each vehicle so garaged in addition to any other payments due to the employee.

## 2A. Commitment

The Transport Workers' Union will not be making any claim for wage increases in relation to or in connection with the August 1997, June 1998 and June 1999 State Wage Cases. The wage increases arising under this award may be offset against any existing over award payments.

## 3. Hours of Employment

- 3.1 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.
- 3.2 Weekend Work as Ordinary Hours of Work.
  - 3.2.1 Saturday as an Ordinary day. The ordinary hours of work prescribed in 3.1 may also be worked upon a Saturday, provided that:
    - 3.2.1.1 The number of ordinary hours to be worked on a Saturday shall not be less than 7.6 or more than 8;
    - 3.2.1.2 Employees working ordinary hours on a Saturday shall be paid an additional 50% of the rates prescribed for their respective classifications for the ordinary hours worked on that day;
    - 3.2.1.3 Any permanent employee employed at the date of the making of the Transport Industry (State) Award, 1996, published 26 September, 1997 by an employer who, prior to the making of this award, regularly worked ordinary hours Monday to Friday and overtime Saturday, and as a result of this award is required to work Saturday as an ordinary day, shall receive not less than the amounts shown in Table 11 of Part B of this award for the relevant classification for ordinary hours worked; provided that this restriction shall not apply where an employee elects to forego income which exceeds the employee's base rate of pay in return for an alternative benefit (eg. time off in lieu of overtime, increased leisure time etc), or otherwise where the union agrees that it shall not apply. "Regularly" in this context means at least two weeks in four. The amounts referred to in Table 11 are only payable in a pay week in which the employee actually worked Saturday as an ordinary day.
    - 3.2.1.4 Any employee required to work ordinary hours on a Saturday will be given a minimum of 7 days notice; and
    - 3.2.1.5 The employee must have Sunday and Monday as days off (unless they are worked as overtime).
  - 3.2.2 Sunday as an Ordinary Day. The ordinary hours of work prescribed in 3.1 may also be worked upon a Sunday by agreement in writing with individual employees affected (ie. you don't have to work Sunday if you don't want to), provided that:
    - 3.2.2.1 The number of ordinary hours to be worked on a Sunday shall not be less than 7.6 or more than 8;
    - 3.2.2.2 Employees working ordinary hours on a Sunday shall be paid an additional 100% of the rates prescribed for their respective classifications for the ordinary hours worked on that day;
    - 3.2.2.3 Any permanent employee employed at the date of the making of this award by an employer who, prior to the making of this award, regularly worked ordinary hours Monday to Friday and overtime Sunday, and as a result of this award agrees to work Sunday as an ordinary day, shall receive not less than the amounts shown in Table 12 of Part B of this award for the relevant classification for ordinary hours worked; provided

that this restriction shall not apply where an employee elects to forego income which exceeds the employee's base rate of pay in return for an alternative benefit (eg. time off in lieu of overtime, increased leisure time etc), or otherwise where the union agrees that is shall not apply. "Regularly" in this context means at least two weeks in four.

The amounts referred to in Table 12 are only payable in a pay week in which the employee actually worked Sunday as an ordinary day; and

- 3.2.2.4 The employee must have two consecutive days off (unless they are worked as overtime).
- 3.2.3 Saturday and Sunday as Ordinary days. The ordinary hours of work prescribed in 3.1 may also be worked upon Saturday and Sunday by agreement in writing with individual employees affected (ie. you don't have to work Sunday if you don't want to), provided that:
  - 3.2.3.1 The number of ordinary hours to be worked on the Saturday and the Sunday shall not be less than 7.6 or more than 8 on either day;
  - 3.2.3.2 Employees working ordinary hours on a Saturday shall be paid an additional 50% and on a Sunday an additional 100% of the rates prescribed for their respective classifications for the ordinary hours worked on that day;
  - 3.2.4.3 Any permanent employee employed at the date of the making of this award by an employer who, prior to the making of this award, regularly worked ordinary hours Monday to Friday and overtime on Saturday and Sunday, and as a result of this award agrees to work Saturday and Sunday as ordinary days, shall receive not less than the amounts shown in Table 13 of Part B of this award for the relevant classification for ordinary hours worked; provided that this restriction shall not apply where an employee elects to forego income which exceeds the employee's base rate of pay in return for an alternative benefit (eg. time off in lieu of overtime, increased leisure time etc), or otherwise where the union agrees that is shall not apply. "Regularly" in this context means at least two weeks in four. The amounts referred to in Table 13 are only payable in a pay week in which the employee actually worked Sunday as an ordinary day; and
  - 3.2.3.4 The employee must have two consecutive days off (unless they are worked as overtime).
- 3.3 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 5.00 am and 6.00 p.m.
- 3.4 The 38 hour week may be worked under one of the following methods:
  - 3.4.1 Rostered Day Off in a 4 Week Cycle
    - 3.4.1.1 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.
    - 3.4.1.2 Each employee shall take a rostered day off in accordance with the roster.
    - 3.4.1.3 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.
    - 3.4.1.4 In those arrangements where rostered days off are not accumulated an employer 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 :
      - 3.4.1.4.1 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.

- 3.4.1.4.2 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.
- 3.4.1.5 Otherwise an employee's normal rostered day off may be changed during the currency of a roster period by agreement between the employer and such employee. In the absence of such agreement 48 hours notice of such alteration shall be given to the employee.
- 3.4.1.6 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.
- 3.4.1.7 An employee whose rostered day off occurs on a pay day shall be paid wages on the next ordinary working day following the rostered day off.
- 3.4.1.8 Where an employer is required to service a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual closedown, such employer 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.
- 3.4.1.9 Where an employee works an ordinary day on a Saturday pursuant to clause 3.2, such employee's rostered day off must not be rostered to occur on a Saturday.
- 3.4.2 Other Than a Rostered Day Off in a 4 Week Cycle:
  - 3.4.2.1 Where an employer 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 3.4.1, the employer 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.
  - 3.4.2.2 The employer 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.
  - 3.4.2.3 The employer 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 employer may roster employees off, half a day (4 hours) on one of the days in one of those normal working weeks.
- 3.5 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.
- 3.6 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.

- 3.7 In response to changed requirements of the employer's clients, the employer 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.
- 3.8 Start and finish times
- 3.8.1 Within the limits prescribed in this clause, each employer 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.
- 3.8.2 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.
- 3.8.3 Different starting times within the span of ordinary hours may apply to different groups of employees in a workplace.
- 3.8.4 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.
- 3.8.5 The employer may only alter the time and place fixed in accordance with clause 3.8.1, by notice posted for 7 days at the workplace or other agreed starting place; provided that the start time may be changed where it is necessary for reasons beyond the employer's control by notification before the end of the previous day's work or with 24 hours notice where work has not been performed the previous day.

#### **4. Shift Work**

- 4.1 Definitions
- 4.1.1 "Early Morning Shift" shall mean a shift which commences at or after 4.00 am and before 5.00 am.
- 4.1.2 "Afternoon Shift" shall mean a shift which commences after 10.00 am and at or before 4.00 p.m.
- 4.1.3 "Night Shift" shall mean a shift which commences after 4.00 p.m. and before 4.00 am.
- 4.1.4 "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.
- 4.1.5 "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".
- 4.2 Shift Work - Weekly Employees
- 4.2.1 Hours of Work
- 4.2.1.1 The hours of work of weekly employees on shift work shall be an average of 38 per week.
- 4.2.1.2 Such work shall be arranged as provided for by Clause 3, Hours of Employment, of this Award, 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.
- 4.2.1.3 Crib time on any shift shall be at a time fixed by the employer 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.

#### 4.2.2 Shift Roster

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

4.2.2.2 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 employer 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 employer to the employee affected or in the case of changes necessitated by circumstances outside the control of the employer by twenty-four (24) hours' such notice.

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

#### 4.3 Shift Work - Allowances

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

4.3.1.1	Early Morning Shift	12.5%
4.3.1.2	Permanent Afternoon Shift	17.5%
4.3.1.3	Permanent Night Shift	30%
4.3.1.4	Alternate Night/Afternoon Shift:	
	When on afternoon shift:	17.5%
	When on night shift:	30%

4.3.2 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 :-

4.3.2.1	Saturday :	At the rate of time and a half.
4.3.2.2	Sunday :	At the rate of double time.
4.3.2.3	Public Holidays :	At the rate of double time and a half.

The penalty rates prescribed by this clause 4.3.2 for work on a Saturday, Sunday or a public holiday shall be payable in lieu of the shift allowances prescribed in clause 4.3.1.

4.3.3 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.

#### 4.4 Shift Work - Overtime

For all time worked outside or in excess of the arranged ordinary shift hours or pursuant to circumstances under clause 4.2.2.2 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.

#### 4.5 Shift Work - Casual Employees

4.5.1 Casual employees may be engaged on shift work on less than 38 hours per week.

4.5.2 Casual shift workers shall be entitled to the appropriate shift penalty as provided for in clauses 4.3.1 and 4.3.2 plus 15% loading.

- 4.5.3 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.
- 4.5.4 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 4.3.2 and in addition thereto a loading of 15%, 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 4.3.1.
- 4.5.5 After a maximum of 5 hours work a casual shift worker shall be entitled to paid crib time of 20 minutes.

#### 4.6 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 4.2.1.3.

#### 4.7 Shift Work - Prior Arrangements

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

### **5. Overtime**

- 5.1 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 :
  - 5.1.1 For all time worked within the spread of ordinary hours referred to in clause 3.3 in excess of the ordinary hours of work in any week.
  - 5.1.2 For all time worked within the spread of ordinary hours referred to in clause 3.3 in excess of the daily limitations on working of hours prescribed in clause 3 or before the fixed commencing time or after the fixed finishing time.
  - 5.1.3 For all time worked outside the spread of ordinary hours referred to in clause 3.3.
  - 5.1.4 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.
- 5.2 In the calculations of overtime, portions of hours shall be taken to the nearest one-tenth of an hour.
- 5.3 Casuals - In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay.

### **6. Saturday and Sunday Work**

- 6.1 Saturday Work
  - 6.1.1 An employee required to work on a Saturday (where it is not an ordinary day pursuant to clause 3.2) 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.
  - 6.1.2 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.
- 6.2 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 pursuant to clause

3.2, any hours worked in excess of the ordinary hours of work shall be paid at the overtime rate of double time.)

## **7. Travelling and Living Away Allowances**

- 7.1 An employee who, on any day, is required by the employer 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 employer 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.
- 7.2 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).
- 7.3 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 7.4 shall mean travelling either by train, boat or other conveyance and shall not include travelling by an employee between home and the employer's workplace or other agreed starting place.
- 7.4 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 :
- 7.4.1 The employee shall submit to the employer an itemised list, with supporting accounts, showing the detail of the expenses incurred.
- 7.4.2 Before an employee proceeds on the work, the subject of this clause 7.4, 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 7.4.1, any balance due to the employer or the employee shall be paid to or by the employee as the case might be.
- 7.4.3 Should an employee not submit the itemised list as required by clause 7.4.1, the employee shall be paid the amount specified in Item 1 of Table 8 of Part B, provided that such employee has not been given an advance pursuant to clause 7.4.2 in excess of such amount.
- 7.5 An employee, other than an employee referred to in clauses 7.7 and 7.8, who is required by the employer 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 Item 2 of Table 8 of Part B 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.
- 7.6 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.
- 7.7 When an employee is required to camp out at an established camp connected with the job in relation to which the employee is engaged, the employer shall provide, free of charge, sufficient tent, with fly and equipment, to properly house the employee and the employee shall be paid, in lieu of the payments referred to in this clause, the amount specified in Item 3 of Table 8 of Part B in addition to all other payments due to the employee. If the employee is required to camp out less than 7 days in any week the employee shall be paid the amount specified in Item 4 of Table 8 of Part B for each day the employee is required to camp out.

- 7.8 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.
- 7.9 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 employer for all-night travel, eight hours out of every twenty-four hours. A sleeping berth shall not include a vehicle's sleeper cab.

## **8. Meal Breaks and Allowances**

### **8.1 Meal Breaks**

- 8.1.1 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 11 a.m. and 2 p.m. 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 11.45 a.m. and 1.45 p.m.

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.

- 8.1.2 Within the limitation prescribed in clause 8.1, the employer 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.
- 8.1.3 An employee whose regular lunch break exceeds 30 minutes may be required by the employer, 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.
- 8.1.4 An employee engaged in the carriage of frozen or chilled commodities may be required by the employer 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.

### **8.2 Crib Breaks**

- 8.2.1 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 Table 9 of Part B. 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.
- 8.2.2 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.
- 8.2.3 An employee who, on any weekday, is required to start work prior to 6.30 a.m. 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 8 a.m. and 9 a.m.

### 8.3 Saturdays, Sundays and Public Holidays

8.3.1 An employee required to work on a Saturday (where it is not an ordinary day pursuant to clause 3.2), 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.

8.3.2 An employee required to work for a period of eight (8) hours between the hours of 7 a.m. and 5.30 p.m. on a Saturday (where it is not an ordinary day pursuant to clause 3.2), Sunday or public holiday may be allowed the usual weekday lunch break and, in that case, the provisions of clause 8.3.1 shall not apply.

8.4 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 employer, be allowed such different conditions.

8.5 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 award.

### **9. Casual Employees**

9.1 Casual employees shall be paid the rate specified in Part B for the appropriate classification specified in clause 1 of this award, and in addition 15 per centum of such rate.

9.2 Irrespective of hours worked, a casual employee shall be paid a minimum of four hours work for each start.

9.3 No employer 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.

9.4 Upon request, any employer employing casual employees under this award 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.

### **10. 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 :-

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

10.2 Notwithstanding (i) 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.

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

10.4 The spread of ordinary hours allowable for part-time employees shall be as set out in Clause 3, Hours of Employment, and their hourly rate equal to the appropriate rate as set out in Clause 1, Wages, and divided by 38.

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

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

## 11. Young Employees

### 11.1 Young Employees - Definitions and Duties

- 11.1.1 For the purpose of this award a "young employee" shall mean a person under the age of 21 years.
- 11.1.2 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.

### 11.2 Young Employees - Restrictions

- 11.2.1 No young employee under the age of 19 years shall be required to lift or carry any weight exceeding 41 kg.
- 11.2.2 Young employees shall not be employed as casuals unless they receive the adult casual rate.
- 11.2.3 Young employees shall not be employed on shift work except by agreement between the employer and the union.
- 11.2.4 Young employees may be employed in the following proportions to the number of adult employees, not including casuals, employed by an employer:
- 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 employer may employ more than 7 young employees.
- 11.2.5 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 award for an adult worker performing the same class of work.

### 11.3 Young Employees - Payment

- 11.3.1 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 award 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.
- 11.3.2 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

## **12. Payment of Wages**

- 12.1 Subject to clause 12.6, all wages shall be paid weekly in cash or by electronic funds transfer, on Thursday or Friday, as determined by the employer, 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.
- 12.2 No employee should have the pay day changed unless given at least seven (7) days' notice.
- 12.3 Except as otherwise provided for in this clause no employer shall hold more than two days' wages in hand.
- 12.4 Where an employer 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.
- 12.5 Casual employees shall be paid at the end of each day or at the termination of their casual employment.
- 12.6 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 employer and the employee or employees concerned.
- 12.7 Where wages are paid in cash, wages shall be paid without unnecessary delay after the employee ceases work on pay day. An employee kept waiting for wages on pay day for more than a quarter of an hour after ceasing work shall be paid at overtime rates after that quarter of an hour with a minimum payment equal to 1/5th of an hour.
- 12.8 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.
- 12.9 An employee, other than a casual employee, who desires to terminate employment on a day other than pay day shall give notice to the employer 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 employer but not later than 12 mid-day.
- 12.10 Each employee shall be supplied with a pay envelope or statement in writing on which shall be endorsed
- 12.10.1 The name and classification of the employee.
  - 12.10.2 The gross amount of wages, inclusive of overtime and other earnings.
  - 12.10.3 The amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee.
  - 12.10.4 The amount deducted for taxation purposes.
  - 12.10.5 Particulars of all other deductions or the total amount of such deductions; and
  - 12.10.6 The net amount paid.

## **SECTION II - LONG DISTANCE WORK**

### **13. Long Distance Work**

- 13.1 "Long Distance Work" shall mean driving work on return trips which are always in excess of 500 road kilometres.

- 13.2 Employers who employ employees for the specific purpose of regularly performing long distance work may apply the provisions of this section of the award to such employees rather than paying such employees according to the usual wages and overtime method.

#### **14. Rate of Pay**

##### 14.1 Minimum Weekly Payment

An employee covered by this section must receive each week no less than the wage rate prescribed for the appropriate classification in clause 1 of this award and in addition 30 percent.

##### 14.2 Kilometre Rate

An employee covered by this section shall be paid the amounts set out in Table 10 of Part B of this award for each road kilometre travelled according to the appropriate classification in clause 1 of this award:

14.2.1	Transport Worker	
	Grade Seven or below	Item 1
14.2.2	Transport Worker	
	Grade Eight	Item 2

##### 14.3 Payment for Loading and Unloading

14.3.1 An employee covered by this section shall be paid for any time worked loading or unloading a vehicle at an hourly rate calculated by dividing the appropriate classification rate in clause 1, Wages, by 38. The overtime penalty rates prescribed by clause 5, Overtime, and clause 6, Saturday and Sunday Work, shall apply to such hourly rate for such time worked outside the span of hours of 6.00 am - 6.00 p.m.. All loading and unloading duties performed in excess of eight hours shall be paid at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

14.3.2 Where there is a written agreement between the employer and an employee a fixed allowance based on the hourly rates provided for in clause 14.3.1 may be paid to cover loading and unloading duties, provided that such written agreement is attached to the time and wages record, and provided a minimum of one hour is paid for each period spent loading and/or unloading.

##### 14.4 Applicability of Allowances

The payments provided for in Clauses 7, Travelling and Living Away Allowances, are fully applicable to employees covered by this section. This provision is for the purpose of clarity and is not intended to preclude the operation of any other allowance.

#### **15. Future Adjustment of Rates of Pay**

The Union may apply to the Industrial Relations Commission for adjustment to the kilometre rate provided for in clause 14.2 in order that the rate remains equal to the kilometres rate provided for in the Transport Workers (Long Distance Drivers) Award (an award of the Australian Industrial Relations Commission), as varied, or any award succeeding or replacing that award, for the following classifications:

- 15.1 A Grade 6 driver engaged in other than NSW, for the purposes of the rate in clause 14.2.1; and
- 15.2 A Grade 7 driver engaged in NSW, for the purposes of the rate in clause 14.2.2.

#### **16. Rostered Days Off**

- 16.1 For every day of 8 hours or more worked, an employee covered by this section shall accrue 24 minutes towards a paid rostered day off.

- 16.2 When a rostered day off is taken, an employee shall be paid for that day an amount equivalent to the weekly rate for the appropriate classification set out in clause 1, Wages, divided by 5, and in addition 30 percent. Such a payment shall count for the purposes of the minimum weekly payment provided for in clause 14.1, but shall be in addition to any payments earned by the employee pursuant to clauses 14.2 and 14.3 in that pay week.
- 16.3 Rostered days off may be given and taken according to the method set out in clause 3.4.1 of this award.

### **SECTION III - LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS**

#### **17. Annual Leave**

- 17.1 See *Annual Holidays Act, 1944*
- 17.2 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.
- 17.3 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 3.4.1 and 3.4.2 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.
- 17.4 Seven-day shift workers, i.e. employees whose ordinary working period includes Sundays and holidays on which they may be regularly rostered for work :
- 17.4.1 In addition to the benefits provided by clause 17.2, 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:
- 17.4.1.1 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.
- 17.4.1.2 Subject to clause 17.4.1.4, 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.
- 17.4.1.3 Subject to clause 17.4.1.4, the employee shall be paid for such additional leave at the ordinary rate of wages to which the employee is entitled under Clause 1, Wages, of this award, 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.
- 17.4.1.4 Where the additional leave calculated under this clause 17.4.1 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.
- 17.4.1.5 In this clause reference to "one week" and "one day" includes holidays and non-working days.
- 17.4.2 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.

### **18. Long Service Leave**

18.1 See *Long Service Leave Act, 1955*.

18.2 Where an employee takes long service leave the entitlement to accrue towards time off pursuant to clause 3.4.1 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 outstanding on the last day of work prior to taking long service leave.

### **19. Sick Leave**

19.1 "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.

19.2 An employee, other than a casual employee, with not less than three months continuous service as such in the industry covered by this award, 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:

19.2.1 He 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 employer 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.

19.2.2 The employee shall furnish to the employer such evidence as the employer 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.

19.2.3 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 :

19.2.3.1 If the employee's employment continues with the one employer 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.

19.2.3.2 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.

19.3 For the purpose of administering clause 19.2.3 an employer, within one month of this award 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 employer during the then current year and upon such statement the employer shall be entitled to rely and to act.

19.4 The rights under this clause shall accumulate from year to year, so long as the employment continues with the one employer, 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 employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.

- 19.5 If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.
- 19.6 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 19.2.3, but shall not be taken into consideration in arriving at the period of accumulated leave.
- 19.7 Accumulated sick leave to the credit of an employee at the commencement of this award shall not be affected nor reduced by the operation of this clause.
- 19.8 Where an employee is sick or injured on the week day the employee is to take off in accordance with the provisions of clause 3.4, 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.

## **20. Personal/Carer's Leave**

### 20.1 Use of Sick Leave

20.1.1 An employee other than a casual employee, with responsibilities in relation to a class of person set out in 20.1.3 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 19 of the award, 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.

20.1.2 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.

20.1.3 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 :

20.1.3.1 a spouse of the employee; or

20.1.3.2 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

20.1.3.3 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 employer; or

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

20.1.3.5 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.

20.1.4 An employee shall, wherever practicable, give the employer 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 employer by telephone of such absence at the first opportunity on the day of absence.

## 20.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 20.1.3 above who is ill.

## 20.3 Annual Leave

20.3.1 An employee may elect with the consent of the employer, 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.

20.3.2 Access to annual leave, as prescribed in paragraph 20.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

20.3.3 An employee and employer 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.

## 20.4. Time Off in Lieu of Payment for Overtime

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

20.4.2 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.

20.4.3 If, having elected to take time as leave in accordance with paragraph 20.4.1 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.

20.4.4. Where no election is made in accordance with paragraph 20.4.1, the employee shall be paid overtime rates in accordance with the award.

## 20.5 Make-Up Time

20.5.1 An employee may elect, with the consent of the employer, 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 award, at the ordinary rate of pay.

20.5.2 An employee on shift work may elect, with the consent of the employer, 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.

## 20.6 Rostered Days Off

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

- 20.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 20.6.3 An employee may elect, with the consent of the employer, 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 employer and employee, or subject to reasonable notice by the employee or employer.
- 20.6.4 This subclause is subject to the employer 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.

## **21. Bereavement Leave**

- 21.1 A permanent employee shall be entitled to a maximum of two days without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild or parents-in-law. 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.
- 21.2 A permanent employee shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.
- 21.3 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 3.4, 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.

## **22. Parental Leave**

See Part 4 of Chapter 2 of the *Industrial Relations Act 1996*.

## **23. Public Holidays**

- 23.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight 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 award shall be recognised as public holidays. Employees, other than casual employees, shall be entitled to these specified public holidays without loss of pay.
- 23.2 An employee, other than a casual employee, required to work on :
- 23.2.1 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 23.1.
- 23.2.2 Any of the other days prescribed in clause 23.1 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 23.1.
- 23.3 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:

- 23.3.1 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.
- 23.3.2 Any of the other days prescribed in clause 23.1, 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.
- 23.4 A casual employee required to work on any of the public holidays prescribed in clause 23.1 shall be paid double time for all time worked, with a minimum payment for four (4) hours' work.
- 23.5 An employee required to work on any of the public holidays prescribed in clause 23.1 shall be guaranteed four (4) hours' work or shall be paid for four (4) hours at the appropriate rate.
- 23.6 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 employer 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.
- 23.7 An employee, other than a casual employee, who, without permission of the employer 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.
- 23.8 Where an employee is rostered to take time off pursuant to clause 3.4 and such rostered time off falls on any of the public holidays referred to in clause 23.1, the employee shall be entitled to replacement time off, to be taken on the following basis :
- 23.8.1 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.
- 23.8.2 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.

#### **SECTION IV - INDUSTRIAL RELATIONS AND THE UNION**

##### **24. Disputes Resolution Procedure**

- 24.1 Subject to the *Industrial Relations Act 1996*, any dispute shall be dealt with in the following manner :
- 24.1.1 The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.
- 24.1.2 In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an organiser of the Union and the workplace manager.
- 24.1.3 Should the dispute still remain unresolved the Secretary of the Union or a representative will confer with senior management.
- 24.1.4 In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.
- 24.2 All work shall continue normally while these negotiations are taking place.

## **25. Union Delegate**

- 25.1 An employee appointed as Union delegate to the workplace shall, upon notification thereof to the employer by the Secretary/Treasurer or Sub-Branch Secretary of the Union, be recognised as the accredited representative of the Union.
- 25.2 Any matter arising in the workplace affecting members of the Union may be investigated by the delegate and discussed with the employer or a representative. The delegate shall, upon request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient to the delegate and the employer.
- 25.3 If a matter in dispute is not settled, the delegate shall, on request, be allowed access to a telephone for a reasonable opportunity of notifying the union branch or sub-branch concerned.

## **26. Union Notice Board**

The employer 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.

## **27. Union Right of Entry**

See Part 7 of Chapter 5 of the *Industrial Relations Act*, 1996. (NOTE : This provides that a duly accredited representative of the union shall have the right to enter any work place or premises for the purpose of interviewing employees and investigating suspected breaches of awards or agreements or the *Industrial Relations Act* 1996 and in such investigations inspect time and pay sheets - so long as the representative does not unduly interfere with the work being performed by any employee during working time).

## **28. Union Picnic Day**

- 28.1 Easter Saturday shall be recognised as the Union's Picnic Day.
- 28.2 In addition to all other payments due, a financial member of the union, other than a casual employee, shall upon proof thereof, be paid an additional day's pay in the pay period in which Easter Saturday falls.
- 28.3 A financial member of the Union who is required to work on Easter Saturday shall, in addition to the additional day's pay required by clause 28.2, 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.
- 28.4 For the purpose of the clause, "financial member of the Union" shall mean an employee who is, at the time of the Picnic Day, a financial member, or who was a financial member of the Union as at 31st December of the preceding year.

## **SECTION V - OTHER PROVISIONS**

### **29. Employees' Duties**

- 29.1 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.
- 29.2 Subject to agreement at enterprise level, employees are to undertake training for the wider range of duties and for access to higher classifications.
- 29.3 The parties will not create barriers to advancement of employees within the award structure or through access to training.

- 29.4 An employer 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 Award, provided that such duties are not designed to promote de-skilling.
- 29.5 An employer 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.
- 29.6 Where required by the employer, 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.

### **30. Mixed Functions**

- 30.1 An employee required by the employer 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.
- 30.2 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.
- 30.3 On any day on which an employee covered by this award is engaged for more than two hours in the cartage or distribution within New South Wales, of petrol or petroleum products from refineries, terminals or depots of oil companies which are respondents to the Transport Workers'(Oil Companies) Federal Award, in force from time to time, the employee shall be paid for each such day at the rate of pay prescribed by this award, or the rate of pay prescribed by the Transport Industry-Petroleum, &c., Distribution (State) Award, whichever is the higher rate.

### **31. Termination of Employment**

- 31.1 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 employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.
- 31.2 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.

### **32. Redundancy**

See the Transport Industry - Redundancy (State) Award, 284 IG 1395.

### **33. Superannuation**

See the Transport Industry - (State) Superannuation Award made on 6 November 1995.

### **34. Jury Service**

- 34.1 An employee required to attend for jury service during ordinary hours shall be reimbursed by the employer 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.
- 34.2 An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

34.3 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 3.4, such rostered time off shall be deemed to have been taken in accordance with the roster.

### **35. Limitation of Driving Hours**

See the *Traffic Act* 1909 and the Motor Traffic Regulations 1935.

### **36. Limitation of Overtime**

36.1 Subject to the provisions of clause 36.3 and Clause 8, Meal Breaks and Allowances, of this award, 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.

36.2 Except in the case of accident or circumstances over which the employer has no control an employee shall not work and an employer 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.

36.3 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.

36.4 Clause 36.3 shall not apply to work carried out by M. Collins and Sons (Contractors) Pty. Ltd. during the period of eight (8) days prior to and five (5) days subsequent to Good Friday in any year in connection with the Royal Agricultural Society's Easter show : Provided that during such period all necessary overtime in connection with such Show shall, as far as practicable, be divided amongst all available drivers employed on such work.

### **37. 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.

### **38. 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 3.4 of this award. 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 :

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

### **39. Commitment to Training**

39.1 The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of the transport industry and transport operations generally, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to :-

39.1.1 developing a more highly skilled and flexible workforce;

- 39.1.2 providing employees with career opportunities through appropriate training to acquire additional skills; and
- 39.1.3 removing barriers to the utilisation of skills acquired.
- 39.2 Following proper consultation with the union, or through the establishment of a training committee, an employer shall develop a training programme consistent with :-
  - 39.2.1 the current and future skill needs of the enterprise;
  - 39.2.2 the size, structure and nature of the operations of the enterprise;
  - 39.2.3 the need to develop vocational skills relevant to the enterprise and the transport industry through courses conducted by accredited educational institutions and/or providers.
- 39.3 Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example :-
  - 39.3.1 formulation of a training programme and availability of training courses and career opportunities to employees;
  - 39.3.2 dissemination of information on the training programme and availability of training courses and career opportunities to employees;
  - 39.3.3 the recommending of individual employees for training and reclassification;
  - 39.3.4 monitoring and advising management and employees on the on-going effectiveness of the training.
- 39.4 Where, as a result of consultation with the union, or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to clause 39.2 should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
- 39.5 Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
- 39.6 Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- 39.7 Clauses 39.2, 39.3, 39.4, 39.5 and 39.6 of this clause shall operate as interim provisions and shall be reviewed after nine months' operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in clause 39.1. In this connection, the Union reserves the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and/or the transport industry.
- 39.8 Any disputes arising in relation to subclauses 39.2 and 39.3 shall be subject to the provisions of Clause 24, Dispute Resolution of this Award.

#### **40. Amenities and First Aid Outfits**

- 40.1 The following facilities shall be available at all workplaces where employees are engaged under the provisions of this award:
- 40.1.1 Proper dressing rooms with adequate washing facilities, including showers with both hot and cold water.
  - 40.1.2 Proper lock-up clothing lockers.
  - 40.1.3 Where employees are required to partake of meals at the employers' workplace; a dining room with adequate seating and table accommodation for the partaking of meals, also facilities for boiling water and heating food.
  - 40.1.4 Proper lavatory facilities.
- 40.2 Employees shall place all personal belongings in the lockers provided.
- 40.3 First-aid Outfit : A first-aid outfit shall be provided by the employer at each workplace where there are employees covered by this award. Such outfit is to comprise of a First-aid Ambulance Chest which shall :-
- 40.3.1 be of wood or metal, be dustproof and be distinctly marked with a white cross upon a green ground;
  - 40.3.2 be so equipped and maintained as to contain at least the articles and appliances specified by the First-aid Regulations under the *Factories, Shops and Industries Act, 1962*;  
  
(Note : The employer shall display a copy of the appropriate Schedule, above referred to, on or adjacent to the First-aid Ambulance Chest).
  - 40.3.3 contain nothing except requisite articles and appliances for first-aid;
  - 40.3.4 be readily accessible to the persons employed in the workplace; and
  - 40.3.5 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.

#### **41. Uniforms and Protective Clothing**

- 41.1 Where an employee is required by the employer to wear distinctive dress the same shall be provided, free of cost, by the employer.
- 41.2 When requested by the employee, an employer 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.
- 41.3 An employee engaged as a motor cycle driver shall be provided by the employer with waterproof trousers and coat for use in connection with the work.
- 41.4 Wet weather clothing consisting of waterproof hat, coat and trousers shall be provided for employees required to work in rain.
- 41.5 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 employer and shall remain the property of the employer and shall be returned to the employer on demand in a condition commensurate with normal wear and tear. An employee may be required by the employer to sign a receipt for such clothing upon it being issued.

- 41.6 Steel-capped boots and gloves shall be provided for drivers and loaders engaged regularly in the cartage of steel.
- 41.7 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 employer.
- 41.8 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 employer. Those employees who require Safety Sunglasses shall be provided, free of cost, by the employer, with Australian Standard AS 1337 or AS 1338 Safety Sunglasses.
- 41.9 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 employer.

#### **42. Tools and Apparatus**

- 42.1 The employer shall provide and maintain all necessary tools, ropes and packing.
- 42.2 In all cases where employees are called upon to handle pianos, pianolas or the like, piano straps shall be provided.
- 42.3 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.
- 42.4 An employee when instructed to cart, load or unload wool shall be provided with a suitable wool hook.

#### **43. Cabins, Hoods and Windscreens**

The employer 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 N.S.W. Traffic Act and the Motor Traffic Regulations. A requirement that employers provide air-conditioning in the cabin of each vehicle shall be the subject of future consideration by the parties.

#### **44. 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.

#### **45. Laundry and Dry Cleaning - Special Provisions**

- 45.1 The provisions of this clause shall apply only to employees engaged in or in connection with the cartage of laundry and dry cleaning.
- 45.2 Any driver employed delivering or collecting laundry who is required to leave the vehicle to make deliveries or collect shall not be liable for the cost or any part thereof of any article that may be lost or stolen there from whilst the vehicle is unattended unless the employee is either -
- 45.2.1 provided with an extra hand; or
- 45.2.2 the vehicle is capable of being closed and securely locked.

This clause 45.2 shall not be read or taken to relieve the employee from responsibility to the employer for ordinary diligence, care and honesty.

- 45.3 Credit shall not be given by any employee unless authorised by the employer. An employee shall not be held responsible for or called upon to make good any bad debts or part thereof unless contracted in contravention of this clause 45.3.
- 45.4 Employees may by individual agreement in writing work ordinary hours over a seven day spread under the terms of the relevant provisions of the award covering the majority of employees in the enterprise.
- 45.5 Employees and who are required to collect moneys, excluding not negotiable cheques, on behalf of the employer and/or the employer's clients shall be paid an additional amount by the employer to compensate for this work. Clause 2.12, Collecting Moneys, shall not apply.
- 45.6 The employer may deduct the value of items of uniform not returned upon termination if such deduction is authorised by the employee concerned.

#### **46. Chauffeurs - Special Provisions**

- 46.1 Chauffeurs and drivers of vehicles used for the purpose of carrying person(s) who are paid not less than 20 percent above the total weekly rate of pay prescribed by Clause 1 shall be exempted from Clause 3, Hours of Employment, and Clause 36, Limitation of Overtime, of this Award.
- 46.2 Members of the Bus and Coach Association whose employees regularly drive vehicles with more than one but less than eight passengers, shall be exempt from the provisions of this Award, in so far as such employees are concerned; provided that they observe in lieu thereof the terms and conditions of the Transport Industry - Motor Bus Drivers and Conductors (State) Award.
- 46.3 Notwithstanding clause 3, the span of ordinary hours for chauffeurs shall be 6.00 am to 7.00 p.m..

#### **47. Award Modernisation**

- 47.1 The parties are committed to modernising the terms of the Award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
- 47.2 In conjunction with testing the new award structure that is to be introduced, the parties agreed that discussion should also take place at an enterprise level. Such discussion is intended to further the aims sought to be achieved by, and as are expressed in clause 47.1 hereof.
- 47.3 At each yard, depot or enterprise, an employer, the employees and their Union shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that yard, depot or enterprise.

Where yard, depot or enterprise discussions are considering matters requiring any Award variation, the Union and the employer's Association shall be advised of the broad details including the award area/s likely to be affected, and, prior to agreement being reached, or at their request they shall be invited to participate. Such invitation shall be in writing and addressed to the Secretary of the Union and executive officer of the Association (or their nominee).

- 47.4 At any stage in the development and/or conduct of enterprise level discussions, the parties may utilise the Dispute Resolution Procedure (Clause 24) for assistance in progressing discussions.
- 47.5 Nothing in this clause shall prohibit the Union and an employer Association assisting in making an agreement to cover a number of enterprises in the same section of industry or in a similar business or enterprise which will assist or enhance the efficient operation of any enterprise and further the aims of clause 47.1 hereof.
- 47.6 The terms of any genuine agreement reached between the parties in any establishment/s shall substitute for the provisions of this award to the extent that they are contrary to the award, provided that :

- 47.6.1 The majority of employees affected genuinely agree.
- 47.6.2 All employees have been provided with the current provisions eg. Award or Industrial Agreement applicable to those employees at the yard, depot or enterprise.
- 47.6.3 No employee shall lose income as a result of the change; provided that this restriction shall not apply where an employee has elected to forego income which exceeds their base rate of pay in return for an alternative benefit, eg. time off in lieu of overtime payments, increased leisure time through the implementation of a 12 hour shift system, etc.
- For the purposes of this paragraph "income" shall mean the employee's regular weekly earnings upon which the employee could reasonably have come to rely.
- 47.6.4 The agreement shall be committed to writing and shall include a date of operation and a date of expiration.
- 47.6.5 The agreement shall be signed by the employer, the representative/s of employees or the Union and a copy shall be sent to the Secretary of the Union and to the executive officer of the relevant employer's association/s.
- 47.6.6 The Union and relevant employer association/s shall have 21 days in which to notify the employer (who shall then notify the employees' representatives) of any objection to the agreement, including the reasons for such objection.
- Where an objection is raised the parties should confer in an effort to resolve their different views. If the matter is not resolved in that way the employer may make application to vary the award to facilitate the agreement. Such application shall be made to the Industrial Relations Commission of N.S.W.
- 47.6.7 The Union and/or employer's Association/s shall not unreasonably oppose any agreement reached under this clause.
- 47.6.8 If no party objects, a consent application shall be made to the Industrial Relations Commission to have the Agreement ratified.
- 47.7 Where an agreement is ratified by the Industrial Relations Commission under the procedure hereof, and the agreement relates to any provisions of this Award, then the name of the establishment/s to which the agreement applies, the date of operation of the agreement, the award provisions from which the said establishment/s is/are exempted, and the alternative provisions which are to apply in lieu of such award provisions (or reference to such alternative provisions), shall be set out in a Schedule to this Award.
- 47.8 Under the terms of this clause any award matter or condition of employment can be raised for discussion.
- 47.9 All registered industrial organisations which are parties to this award will continue to meet with the aim of modernising the award.

#### **48. Definitions**

- 48.1 Advanced Crane Offsider shall mean an employee who has the responsibility, being directly in charge of the initial work of setting up the mobile crane, to ensure all rigging work is carried out in a safe and efficient manner, adhering to the regulations or in the absence of regulations to sound established custom and practice. Such an employee acting as a rigger must hold the appropriate certificates issued in accordance with State requirements.
- 48.2 Ancillary Plant shall mean mechanically powered vehicles and/or equipment other than trucks, mobile cranes, forklifts, and tow motors used by the employer in 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 employer.

- 48.3 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.
- 48.4 Casual Employee shall mean an employee engaged by the day or at the conclusion of the casual employment.
- 48.5 Conciliation Committee shall mean the Transport Industry (State) Conciliation Committee.
- 48.6 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 award.
- 48.7 Crane Offsider shall mean an employee who has the responsibility to carry out the work of slinging loads and to control the movement of such loads when handled by lifting appliances. In addition, it is such an employee's responsibility to control loads not in full view of the crane driver. Such an employee acting as a dogman must hold the current appropriate certificates issued in accordance with State requirements.
- 48.8 Double Time shall mean the employee's ordinary rate of pay plus 100 per cent.
- 48.9 Drivers shall mean any person engaged to drive or control any type of vehicle specified in this award irrespective of any other duties. This definition shall not exclude other duties (including delivery of goods) ordinarily performed by a driver.
- 48.10 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.
- 48.11 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.
- 48.12 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.
- 48.13 Mobile Concrete Pump Driver/Operator shall mean a person who is competent in all function consistent with the driving and operation of a mobile concrete pump.
- 48.14 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.
- 48.15 Other Agreed Starting Place shall mean a place, other than the employer's workplace, at which it is agreed between the employer 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 employer and the employees, as aforesaid, the employer shall forthwith notify the branch or sub-branch secretary of the union of the location of such other agreed starting place.
- 48.16 Rear End Steering means any device which forms part of an articulated vehicle or of a component of the trailing section of an articulated vehicle which is used to control the direction of the rear-most end of such vehicle. Such device may be operated mechanically or hydraulically from an independent auxiliary power source or remotely by a mechanical linkage with another vehicle.
- 48.17 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.
- 48.18 Steersman means a person engaged to operate a rear-end steering device whether as a member of the crew of the articulated vehicle or as the driver of another vehicle.
- 48.19 Time and one-half shall mean the employee's ordinary rate of pay plus 50 per cent.

- 48.20 Tractor shall mean that portion of a vehicle, not being a motor waggon, which provides the motive power.
- 48.21 Trailer shall mean a vehicle, not having its own motive power, attached by means of a draw-bar to a motor waggon and hauled behind such motor waggon.
- 48.22 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 employer's own premises;
  - engaged sorting goods and in performing clerical work in connection with the carriage and/or delivery of such goods.
- 48.23 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.
- 48.24 Union shall mean the Transport Workers' Union of Australia, New South Wales Branch.
- 48.25 Yardman shall mean an employee engaged in or about a workplace and whose duties shall include, if required, the washing and greasing of motor vehicles and other equipment and/or servicing of tyres.
- 48.26 Year shall mean the period from 1 July to 30 June, next following.

#### **49. Anti - Discrimination**

- 49.1 It is the intention of the parties bound by this award 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 and age.
- 49.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award 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 award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 49.3 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.

49.4 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 award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

49.5 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.

### 50. Area, Incidence and Duration

This award shall apply to employees of the classifications specified herein within the jurisdiction of the Transport Industry (State) Conciliation Committee.

Provided that this award does not apply in respect of persons covered by the following awards:

50.1 The Road Transport Facility - Port Kembla (The Broken Hill Proprietary Company Limited) Award 1994, made February 1995;

50.2 The Heggies Bulkhaul Limited Bulk Haulage Enterprise Award 1994; and

50.3 The Comet Sydney Sortation Award 1995;

and any award or enterprise agreement succeeding, replacing or modifying the above awards.

This award does not apply to Assistant Concrete Pump Operators covered by the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award.

This award rescinds and replaces the Transport Industry (State) Award, published 26 September, 1997 (301 IG 204) and shall operate on and from the beginning of the first pay period to commence on or after 10 April 2000, and shall remain in force thereafter for a period of two years.

## PART B

### MONETARY RATES

NOTE: In this part of the Award, "Rate A", where it appears refers to the rate of pay payable effective from the beginning of the first pay period after the commencement of this Award, and "Rate B", where it appears, refers to the rate of pay payable from the beginning of the first pay period twelve months after the commencement of this Award.

TABLE 1 – WAGES (CLAUSE 1.1 – GENERAL RATES)		
	Rate A \$ per week	Rate B \$ per week
Transport Worker Grade One:	469.00	491.40
Transport Worker Grade Two:	485.40	508.50
Transport Worker Grade Three:	496.80	520.40
Transport Worker Grade Four:	506.60	530.80
Transport Worker Grade Five	532.10	557.50
Transport Worker Grade Six	538.50	564.20

Transport Worker Grade Seven	558.00	584.50
Transport Worker Grade Eight:	597.60	626.00

<b>TABLE 2 - WAGES (CLAUSE 1.2 MOBILE CRANES &amp;C.)</b>		
	Rate A \$ per week	Rate B \$ per week
(i) Mobile Cranes:		
Grade A:	592.20	620.40
Grade B:	608.10	637.00
Grade C:	623.70	653.40
Grade D	639.20	669.70
Additional Amount	12.81	13.42
(ii) Mobile Hydraulic Platforms:		
Grade A:	531.00	556.30
Grade B:	534.60	560.00
Grade C:	557.70	584.20
Grade D:	573.60	600.90
Grade E:	592.20	620.40
Additional Amount	1.23	1.30
Grade F:	592.20	620.40
(iii) Crane Offsider.	592.20	620.40
(iv) Advanced Crane Offsider.	623.70	653.40

<b>TABLE 3 - WAGES (CLAUSE 1.3 - ANCILLARY PLANT DRIVERS).</b>		
	Rate A \$ per week	Rate B \$ per week
Grade A:	542.70	568.60
Grade B:	562.00	588.70
Grade C:	573.30	600.60
Grade D:	581.40	609.10
Grade E:	587.90	615.90
Grade F:	614.00	643.30

<b>TABLE 4 - WAGES (CLAUSE 1.4 - MOBILE CONCRETE PUMP DRIVER/OPERATORS).</b>		
	Rate A \$ per week	Rate B \$ per week
Grade A:	521.30	546.20
Grade B:	534.60	560.00
Grade C:	557.70	584.20
Grade D:	573.60	600.90
Grade E:	592.20	620.40
Additional Amount	1.23	1.30

<b>TABLE 5 - WAGES (CLAUSE 1.5 - FURNITURE REMOVALS .</b>		
	Rate A \$ per week	Rate B \$ per week
Furniture Removalist Offsider	475.00	497.70

<b>TABLE - 6 WAGES (CLAUSE 1.6 - CHAUFFEURS).</b>		
	Rate A \$ per week	Rate B \$ per week
Chauffeurs/drivers of vehicles used for the purpose of carrying persons	474.00	496.50

<b>TABLE 7 - ALLOWANCES</b>			
<b>Item</b>	<b>Clause</b>	<b>Brief Description</b>	<b>Rate \$</b>
1	2.1	Furniture Removals	20.52 per week
2	2.2.1	Driving agitator trucks	0.41 per hour
3	2.2.1	Maximum Payment - agitator Trucks	15.75 per week
4	2.2.2	Delivery/placement of concrete rate	1.3 per hour
5	2.3	Leading hands	24.77 per week
6	2.4	Collecting butchers bones, fat etc.	5.13 per week
7	2.5	Extra Horses	12.88 per horse per week
8	2.6	Working in forests	16.16 per week
9	2.7.1.2	Long/wide loads	1.2861 per hour or part thereof
10	2.7.1.2	Long/wide loads – minimum Payments	5.13 per day
11	2.7.1.3	Long/wide loads	2.4005 per hour or part thereof
12	2.7.1.3	Long/wide loads - minimum Payment	9.62 per day
13	2.7.2	Rear-end steering	3.54 per hour or part thereof
14	2.7.7	Rear-end steering – minimum Payment	14.05 per day
15	2.8	HIAB cranes etc.	22.57 per week
16	2.9	Removal and delivery of furniture etc.	4.10 per day or part thereof
17	2.10	Handling diapers – weekly Employees	1.71 per week
18	2.11	Handling diapers - casual Employees	0.34 per day
19	2.11	In charge of plant	12.10 per week
20	2.12.1	Collecting moneys - > \$30 - \$150	3.90 per week
21	2.12.2	Collecting moneys - > \$150 - \$250	5.44 per week
22	2.12.3	Collecting moneys - > \$250 - \$400	7.90 per week
23	2.12.4	Collecting moneys - > \$400 - \$600	11.49 per week
24	2.12.5	Collecting moneys - \$600	15.30 per week
25	2.13.1	Carrying goods - on the level	0.75 per tonne or part thereof
26	2.13.2	Carrying moneys – upstairs	1.14 per tonne
27	2.14	Carrying salt	0.75per tonne or part thereof
28	2.15.1.1	Obnoxious materials - soda ash etc.	0.69 per hour
29	2.15.1.2	Obnoxious materials – oxides	0.54 per hour
30	2.15.2	Obnoxious materials - loading and Unloading	0.69 per hour
31	2.15.3	Obnoxious materials - Transportation	0.38 per hour
32	2.15.7	Obnoxious materials - blast furnaces etc.	0.56 per hour
33	2.16	First Aid	1.66 per hour
34	2.17	Garaging	15.10 per week

<b>TABLE 8 - TRAVELLING AND LIVING AWAY ALLOWANCES (Clause 7)</b>			
<b>Item</b>	<b>Clause</b>	<b>Brief Description</b>	<b>Rate</b>
			<b>\$</b>
1	7.5.3	Overnight Expenses	28.60 per day
2	7.6	Weekend/holiday expenses	26.55 per day
3	7.7	Camping out – weekly	61.70 per week
4	7.7	Camping out – daily	8.95 per day

<b>TABLE 9 - MEAL ALLOWANCES (Clause 8)</b>		
Clause 8.2.1	Meal Allowance	\$ 7.65

<b>TABLE 10 - LONG DISTANCE RATES (CLAUSE 14)</b>		
1.	Transport Worker Grade 7 and below	24.39 cents per km
2.	Transport Worker Grade 8	26.37 cents per km

<b>TABLE 11 - INCOME PROTECTION ON SIX DAY ROSTERS - SATURDAY (CLAUSE 3.2.1)</b>	
	\$ per week
Transport Worker Grade One:	542.00
Transport Worker Grade Two:	561.00
Transport Worker Grade Three:	574.00
Transport Worker Grade Four:	585.00
Transport Worker Grade Five:	615.00
Transport Worker Grade Six:	622.00
Transport Worker Grade Seven:	644.00
Transport Worker Grade Eight:	690.00

<b>TABLE 12 - INCOME PROTECTION ON SIX DAY ROSTERS – SUNDAY (CLAUSE 3.2.2)</b>	
	\$ per week
Transport Worker Grade One:	634.80
Transport Worker Grade Two:	657.00
Transport Worker Grade Three:	672.30
Transport Worker Grade Four:	685.70
Transport Worker Grade Five:	720.20
Transport Worker Grade Six:	728.90
Transport Worker Grade Seven:	755.10
Transport Worker Grade Eight:	808.70

<b>TABLE 13 - INCOME PROTECTION ON SEVEN DAY ROSTERS - SATURDAY AND SUNDAY (CLAUSE 3.2.3)</b>	
	\$ per week
Transport Worker Grade One:	811.10
Transport Worker Grade Two:	839.40
Transport Worker Grade Three:	859.00
Transport Worker Grade Four:	876.10
Transport Worker Grade Five:	920.20
Transport Worker Grade Six:	931.30
Transport Worker Grade Seven:	964.90
Transport Worker Grade Eight:	1033.40

F. L. WRIGHT *J. President.*  
R. J. PETERSON *J.*  
P. J. CONNOR, Commissioner.

(677)

**SERIAL B9086**

## **TRANSPORT INDUSTRY (STATE) AWARD**

Erratum to Serial B9022 published 20 April 2000

(315.I.G. 192)

Australian Business Industrial (No. IRC 6475 OF 1998)

### **ERRATUM**

1. For Item 33 appearing in Table 7 – Allowances, of Part B, Monetary Rates, of the award, substitute the following:

Item	Clause	Brief Description	Rate
			\$
33	2.16	First Aid	1.66 per day

T. E. McGRATH, Industrial Registrar

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(677)

**SERIAL C1326**

## **TRANSPORT INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 2223 of 2002)

Before Commissioner Connor

16 May 2002

### **VARIATION**

1. Delete clause 15, Future Adjustment of Rates of Pay, of the award published 20 April 2000 (315 I.G. 192), as varied, and insert in lieu thereof the following:

#### **15. Future Adjustment of Rates of Pay**

The Union may apply to the Industrial Relations Commission for adjustment to the kilometre rate provided for in clause 14.2 in order that the rate remains equal to the kilometres rate provided for in the Transport Workers (Long Distance Drivers) Award (an award of the Australian Industrial Relations Commission), as varied, or any award succeeding or replacing that award, for the following classifications:

- 15.1 A Grade 6 driver engaged in other than NSW, for the purposes of the rate in clause 14.2.1; and
- 15.2 A Grade 8 driver engaged in NSW, for the purposes of the rate in clause 14.2.2.

2. Delete Table 10 - Long Distance Rates (Clause 14), of Part B, Monetary Rates, and insert in lieu thereof the following:
  1. Transport Worker Grade 7 and below 25.84 cents per km
  2. Transport Worker Grade 8 27.34 cents per km
3. This variation shall take effect from the beginning of the first pay period to commence on or after 16 May 2002.

P. J. CONNOR, Commissioner.

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Printed by the authority of the Industrial Registrar.

(677)

**SERIAL B9470**

## **TRANSPORT INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 4025 of 2000)

Before Commissioner Connor

6 September 2000

### **VARIATION**

1. Delete Table 10 - Long Distance Rates, of Part B, Monetary Rates, of the award published 20 April 2000 (315 I.G. 192), as varied, and insert in lieu thereof the following:

**Table 10 - Long Distance Rates (Clause 14)**

		Cents per km
1	Transport Workers Grade 7 and below	25.17
2	Transport Worker Grade 8	25.15

2. This variation shall take effect from the beginning of the first pay period to commence on or after 1 October 2000:

P. J. CONNOR, Commissioner.

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(677)

**SERIAL B9644**

## **TRANSPORT INDUSTRY (STATE) AWARD**

Erratum to Serial B9470 published 3 November 2000

(315 I.G. 1268)

(No. IRC 4025 of 2000)

### **ERRATUM**

1. For Table 10 – Long Distance Rates (Clause 14) appearing in clause 1 of the variation, substitute the following:

**Table 10 – Long Distance Rates (Clause 14)**

		Cents per km
1	Transport Worker Grade 7 and below	25.17
2	Transport Worker Grade 8	27.15

T. E. McGRATH, Industrial Registrar.

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(677)

**SERIAL C0930**

## **TRANSPORT INDUSTRY (STATE) AWARD**

Erratum to Serial B9022 published 20 April 2000

(315 I.G. 192)

(No. IRC 6475 of 1998)

### **ERRATUM**

1. For Item 26 appearing in Table 7 - Allowances, of Part B, Monetary Rates, of the award, substitute the following:

Item	Clause	Brief Description	Rate \$
26	2.13.2	Carrying goods - upstairs	1.14 per tonne

2. For Item 1 appearing in Table 8 - Travelling and Living away Allowances (Clause 7), of the said Part B, substitute the following:

Item	Clause	Brief Description	Rate \$
1	7.4.3	Overnight Expenses	28.60 per day

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**PART B – MONETARY RATES**

In this part of the Award, the rates of pay payable are effective from the beginning of the first pay period after 13 November 2002.

**TABLE 1 - WAGES (CLAUSE 1.1 – GENERAL RATES)**

	Rate \$ per week
Transport Worker Grade One:	509.40
Transport Worker Grade Two:	526.50
Transport Worker Grade Three:	538.40
Transport Worker Grade Four:	548.80
Transport Worker Grade Five:	575.50
Transport Worker Grade Six:	582.20
Transport Worker Grade Seven:	602.50
Transport Worker Grade Eight:	644.00

**TABLE 2 – WAGES (CLAUSE 1.2 MOBILE CRANES & C.)**

	Rate \$ per week
(1) Mobile Cranes	
Grade A:	638.40
Grade B:	655.00
Grade C:	671.40
Grade D:	687.70
Additional Amount	13.89
(2) Mobile Hydraulic Platforms:	
Grade A:	574.30
Grade B:	578.00
Grade C:	602.20
Grade D:	618.90
Grade E:	638.40
Additional Amount	1.35
Grade F:	638.40
(iii) Crane Offsider	638.40
(iv) Advanced Crane Offsider	671.40

**TABLE 3 – WAGES (CLAUSE 1.3 – ANCILLARY PLANT DRIVERS).**

	Rate \$ per week
Grade A:	586.60
Grade B:	606.70
Grade C:	618.10
Grade D:	627.10
Grade E:	633.90
Grade F:	661.30

**TABLE 4 – WAGES (CLAUSE 1.48 – MOBILE CONCRETE PUMP DRIVER/OPERATORS**

	Rate \$ per week
Grade A:	564.20
Grade B:	578.00
Grade C:	602.20
Grade D:	618.90
Grade E:	638.40
Additional Amount	1.35

**TABLE 5 – WAGES (CLAUSE 1.5 – FURNITURE REMOVALS**

	Rate \$ per week
Furniture Removalist Offsider	515.70

**TABLE 6 - WAGES (CLAUSE 1.6 - CHAUFFEURS)**

	Rate \$ per week
Chauffeurs/drivers of vehicles used for the purpose of carrying persons	514.50

**TABLE 7 - ALLOWANCES**

Item	Clause	Brief Description	Rate \$
1	2.1	Furniture Removals	22.55 per week
2	2.2.1	Driving agitator trucks	0.45 per week
3	2.2.1	Maximum Payment – agitator Trucks	17.30 per week
4	2.2.2	Delivery/placement of concrete rate	1.43 per hour
5	2.3	Leading hands	27.22 per week
6	2.4	Collecting butchers bones, fat etc.	5.64 per week
7	2.5	Extra Horses	14.16 per horse per week
8	2.6	Working in forests	17.76 per week
9	2.7.1.2	Long/wide loads	1.4134 per week or part thereof
10	2.7.1.3	Long/wide loads – minimum payments	5.64 per day
11	2.7.1.3	Long/wide loads	2.6381 per hour or part thereof
12	2.7.1.3	Long/wide loads – minimum payments	10.57 per day
13	2.7.2	Rear-end steering	3.89 per hour or part thereof
14	2.7.7	Rear-end steering – minimum payment	15.44 per day
15	2.8	HIAB cranes etc.	24.80 per week
16	2.9	Removal and delivery of furniture etc	4.51 per day or part thereof

17	2.10	Handling diapers – weekly employees	1.88 per week
18	2.11	Handling diapers – casual employees	0.37 per day
19	2.11	In charge of plant	13.30 per week
20	2.12.1	Collecting moneys - > 30 - \$150	4.29 per week
21	2.12.2	Collecting moneys - > \$150 - \$250	5.98 per week
22	2.12.3	Collecting moneys - > \$250 - \$400	8.68 per week
23	2.12.4	Collecting moneys - > \$400 - \$600	12.63 per week
24	2.12.5	Collecting moneys - > \$600	16.81 per week
25	2.13.1	Carrying goods – on the level	0.82 per tonne
			or part thereof
26	2.13.2	Carrying goods – upstairs	1.25 per tonne
27	2.14	Carrying salt	0.82 per tonne
			or part thereof
28	2.15.11	Obnoxious materials – soda ash etc.	0.76 per hour
29	2.15.12	Obnoxious materials – oxides	0.59 per hour
30	2.15.2	Obnoxious materials – loading and unloading	0.76 per hour
31	2.15.3	Obnoxious materials – Transportation	0.42 per hour
32	2.15.7	Obnoxious materials – blast furnaces etc	0.62 per hour
33	2.16	First Aid	1.82 per hour
34	2.17	Garaging	17.15 per hour

**TABLE 8 - TRAVELLING AND LIVING AWAY ALLOWANCES (CLAUSE 7)**

Item	Clause	Brief Description	Rate \$
1	7.4.3	Overnight Expenses	33.90 per day
2	7.6	Weekend/holiday expenses	31.45 per day
3	7.7	Camping out – weekly	73.10 per week
4	7.7	Camping out – daily	10.60 per day

**TABLE 9 - MEAL ALLOWANCES (CLAUSE 8)**

Clause 8.2.1	Meal Allowance	\$9.35
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**TABLE 10 - LONG DISTANCE RATES (CLAUSE 14)**

1. Transport Worker Grade 7 and below	26.78 cents per km
2. Transport Worker Grade 8	28.27 cents per km

**TABLE 11 – INCOME PROTECTION ON SIX DAY ROSTERS – SATURDAY (CLAUSE 3.2.1)**

	\$ per week
Transport Worker Grade One:	542.00
Transport Worker Grade Two:	561.00
Transport Worker Grade Three:	574.00
Transport Worker Grade Four:	585.00
Transport Worker Grade Five:	615.00
Transport Worker Grade Six:	622.00
Transport Worker Grade Seven:	644.00
Transport Worker Grade Eight:	690.00

**TABLE 12 – INCOME PROTECTION ON SIX DAY ROSTERS – SUNDAY (CLAUSE3.2.2)**

	\$ per week
Transport Worker Grade One:	634.80
Transport Worker Grade Two:	657.00
Transport Worker Grade Three:	672.30
Transport Worker Grade Four:	685.70
Transport Worker Grade Five:	720.20
Transport Worker Grade Six:	728.90
Transport Worker Grade Seven:	755.10
Transport Worker Grade Eight:	808.70

NSW Department of Industrial Relations  
 Award Enquiry Service Centre  
 PO Box 847  
 DARLINGHURST NSW 1300  
 Telephone: 13 16 28  
 (Charged at local call rate  
 mobile phones except)  
 Internet: <http://www.dir.nsw.gov.au>

Transport Industry (State) Award

Effective from the beginning of the first pay period to commence on or after 10 April 2001.

Transport Worker	Weekly	Part-Time	Casual	Cas
	\$	\$ per hour	\$ per hour	Hol.pay
				\$ per hour
Grade One	491.40	12.94	14.88	1.24
Grade Two	508.50	13.39	15.39	1.29
Grade Three	520.40	13.70	15.75	1.32
Grade Four	530.80	13.97	16.07	1.34
Grade Five	557.50	14.68	16.88	1.41
Grade Six	564.20	14.85	17.08	1.43
Grade Seven	584.50	15.39	17.69	1.48
Grade Eight	626.00	16.48	18.95	1.58
Furniture Removalist Offsider	497.70	13.10	15.07	1.26
Chaffeur	496.50	13.07	15.03	1.26

Long Distance Work	Rate – Cents per Km
Effective first pay period on or after 30/8/02	
Transport Worker Grade 7 and below	26.78
Transport Worker Grade 8	28.27

Allowances

Effective from the first pay period on or after 30 August 2002

Description	Amount
HIAB type crane or mechanical device	\$24.80 per week
Employees engaged in furniture removal	\$4.51 per day or part thereof
Meal allowance	\$9.35
Leading Hand Allowance	\$27.22 per week

Issue date: 10 September 2002

Notes:

Section 15 of the *Industrial Relations Act* 1996 provides that an award comes into force on the date specified by the Commission. However, legal proceedings relating to its enforcement cannot be commenced until 7 days after publication in the New South Wales Industrial Gazette.

The information contained in this Award Update/Rate Summary is provided for convenience of reference only. It is not an Authorised text. It is not intended to take the place of the New South Wales Industrial Gazette, nor your independent enquiries.