

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/211

**TITLE: P&O Trans Australia (NSW) - Bumborah Pt Rd & Molineaux
Enterprise Agreement 2005**

I.R.C. NO: IRC5/2830

DATE APPROVED/COMMENCEMENT: 23 June 2005 / 1 January 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/74.

GAZETTAL REFERENCE: 26 August 2005

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Smith Bros Trade and Transport Terminal t/a P&O Trans Australia (NSW) who fall within the coverage of the Transport Industry (State) Award.

PARTIES: P&O Trans Australia (NSW) Pty Ltd -&- the Transport Workers' Union of New South Wales

P&O TRANS AUSTRALIA (NSW) - BUMBORAH PT RD & MOLINEAUX PT ENTERPRISE AGREEMENT 2005

1. Title

This agreement shall be known as the P&O Trans Australia (NSW)- Bumborah Pt Rd & Molineaux Pt Enterprise Agreement 2005.

2. Arrangement

This Agreement is arranged as follows:

PART A

1. Title
2. Arrangement
3. Parties Bound
4. Scope & Operation
5. Nominal Term
6. No Extra Claims
7. Anti Discrimination
8. Definitions
9. Commitment & Intent of the Parties
10. Site Consultative And Safety Committees
11. Contract of Employment
12. Classification Structure, Rates of Pay & Allowances
13. Superannuation
14. Hours Of Work
15. Overtime
16. Personal Carer's Leave/Sick Leave
17. Annual Leave
18. Long Service Leave
19. Blood Donor and Emergency Services Leave
20. Training
21. Delegate Training
22. The Role of the Union
23. Income and Financial Protection
24. Casual Employees
25. Redundancy
26. Individual Grievance Procedures
27. Settlement of Disputes

PART B

Wages And Allowances

Rates of pay - weekly employees

Rates of pay - casual employees

3. Parties Bound

3.1 This Agreement shall be binding on:

3.1.1 Employees of Smith Bros Trade and Transport Terminal Pty Ltd trading as P&O Trans Australia (NSW) employed to perform work covered by this Agreement;

3.1.2 Smith Bros Trade and Transport Terminal Pty Ltd trading as P&O Trans Australia (NSW) at 4 Bumborah Point Road Port Botany NSW 2036 and 11 - 13 Friendship Road Matraville NSW 2036 Molineaux Point; and

3.1.3 the Transport Workers' Union of Australia New South Wales Branch.

4. Scope & Operation

- 4.1 The parties agree that this Agreement covers the field in relation to, and is intended to deal comprehensively and exhaustively with, the terms and conditions of the employment relationship between the Company and its Employees covered by this Agreement.
- 4.2 The provisions of this Agreement shall be read in conjunction with the Transport Industry (State) Award NSW (as amended or replaced) except to the extent of any inconsistency between this Agreement and the Award in which case the Agreement will prevail over the Award to the extent of the inconsistency.
- 4.3 The parties acknowledge that this Agreement supersedes and replaces any other industrial instrument whether made or certified by the Commission, any understanding, arrangement, work custom or practice, correspondence which has or may have applied before this Agreement was made by the Commission.

5. Nominal Term

- 5.1 This Agreement shall operate for 3 years from 1 January 2005 to 31 December, 2007.

6. No Extra Claims

- 6.1 During the term of this Agreement, no further claims will be made in relation to remuneration or other terms and conditions of employment of Employees whatsoever.
- 6.2 The wage rates set out in Part B of this Agreement shall remain in effect until 1 March 2008
- 6.3 The wage rates set out in Part B of this Agreement shall, to the extent that such rates are greater than the Award, absorb any such Award increases, which may occur during the nominal period of this Agreement and the effective period of the rates set out in this Agreement in accordance with 6.2 of this Agreement.

7. Anti-Discrimination

- 7.1 It is the intention of the parties to this Agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 7.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 7.3 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.
- 7.4 Nothing in this clause is to be taken to affect:
- 7.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 7.4.2 offering or providing junior rates of pay to persons under 21 years of age;

- 7.4.3 any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
- 7.4.4 a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 7.5 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.

8. Definitions

In this Agreement, unless the context otherwise requires:

- 8.1 Award means the Transport Industry (State) Award (NSW);
- 8.2 Agreement means the P&O Trans Australia (NSW) - Bumborah Pt Rd & Molineaux Pt Enterprise Agreement 2005;
- 8.3 Commission means the Industrial Relations Commission of New South Wales;
- 8.4 Company means Smith Bros Trade and Transport Terminal Pty Ltd trading as P&O Trans Australia (NSW);
- 8.5 Delegate means an employee representative.
- 8.6 Employee means any employee employed by the Company whose employment, but for the Agreement, would be covered by the Transport Industry (State) Award;
- 8.7 FFPP means first full pay period;
- 8.8 TWU means the Transport Workers Union of Australia, New South Wales Branch.

9. Commitment & Intent of the Parties

- 9.1 The parties to this Agreement commit to providing an exceptional service to customers and a fulfilling workplace for Employees through:
 - 9.1.1 continually creating and improving efficiencies in all aspects of the Company's operations;
 - 9.1.2 providing the appropriate training to Employees to meet Company needs and to provide career paths for Employees;
 - 9.1.3 a flexible and skilled workforce who take responsibility for the work they perform;
 - 9.1.4 applying the disputes resolution clause of the Agreement in the event that the parties do not agree on a matter related to the application of the Agreement;
 - 9.1.5 working together and taking responsibility for providing and continually improving a safe and healthy workplace; and
 - 9.1.6 continually improving trust and cooperation between the parties, through increased communication, information sharing and consultation.
- 9.2 It is the Company's intention to direct hire labour and subject to operational requirements the Company may engage external supplementary labour.

10. Site Consultative and Safety Committees

- 10.1 The Company will continue to operate and support a site consultative committee and an occupational health and safety committee.
- 10.2 Meetings will be held monthly unless otherwise agreed between the parties and will be held at the Company premises unless otherwise agreed between the parties.
- 10.3 The number of Employees for each committee will be approved by the Company, subject to legislation and giving due consideration to the size of the workforce and the views of the Employees.

11. Contract of Employment

- 11.1 An Employee may be engaged as a full-time, part-time, casual Employee or other category in accordance with the Award.
- 11.2 Employment to which this Agreement applies may be terminated in accordance with the provisions of this clause and the Award. The parties to the Agreement will not be prevented from providing a greater period of notice by the operation of this clause. This clause does not operate to affect the Company's rights to dismiss an Employee for misconduct which would justify summary dismissal nor to affect the Employee's lawful rights in such an event.
- 11.3 The Company, will upon receipt of a request from an Employee where employment has been terminated, provide to the Employee a written statement specifying the period of his/her employment and the classification of the type of work performed by the Employee.
- 11.4 An Employee is required to carry out all duties as required by the Company within the Employee's recognised and required skills and capabilities. This may include moving from one section of the business to another.
- 11.5 Employees are required to be ready to commence work at the commencement time directed by the Company and work till the cessation time of the work period. Absence from work may be authorised in accordance with the Company's procedures.
- 11.6 It is the responsibility of each Employee to ensure that they maintain their relevant licences to enable them to perform the duties for which they are employed in accordance with clause 11.4 of this Agreement. Employees must advise the Company immediately of any change to the status of any such licence.
- 11.7 The Company may from time to time change its policies as apply to Employees in addition to this Agreement. In the event of a policy change that may have an impact on the terms and conditions of employment of the Employee (other than where those terms and conditions are expressly contained within this Agreement), each Employee will be appropriately advised of the change. Nothing contained in a policy or procedure shall be operative nor shall it have any effect to the extent that its inclusion or implementation is inconsistent with the intent of this Agreement.
- 11.8 An Employee is required to undertake basic equipment pre-checks and minor servicing or repairs to make the workplace safe.
- 11.9 Employees are required to report all damage, accidents, incidents and near misses to management.
- 11.10 Employees are not required to assist in loading and unloading of containers, as part of normal duties at customer sites except as set out in this clause. If Employees are required to assist at customer sites this must be agreed in advance with management, the Employee and the client and a client risk assessment, conducted by the Company, must be completed. This does not affect any requirements to perform work in accordance with clause 11.4.

- 11.11 Employees are to present in a manner which maintains the appropriate Company image at all times. This includes but is not limited to the requirement to:
- 11.11.1 wear maintain and keep uniforms clean;
 - 11.11.2 drive in a safe and professional manner;
 - 11.11.3 act in a manner to ensure timeliness of deliveries;
 - 11.11.4 recognise the need for security both on and off the Company premises and to participate as required;
 - 11.11.5 keep details of container loads confidential;
 - 11.11.6 keep the allocated vehicle in clean condition inside and out; and
 - 11.11.7 maintain appropriate health and hygiene standard.
- 11.12 Employees may be required to work at both sites, Bumborah Pt Road and Molineaux Pt at the direction of the Company. Employees will be required to move between the two sites for complete or part work periods during work time providing the Employee must arrive at and leave work from their primary site for that work period in non-work time.

12. Classification Structure, Rates of Pay & Allowances

- 12.1 Employees shall be classified in accordance with the Award.
- 12.2 Employees shall be paid in accordance with the rates of pay set out in Part B of this Agreement.
- 12.3 Allowances shall be paid in accordance with the Award except as otherwise specified in this Agreement.
- 12.3.1 When working day work, Tea money will only be paid if an Employee is required to work to 5.00pm or after and the Employee has worked at least two hours of overtime immediately following ordinary hours.
- 12.4 Wages will be paid weekly by electronic funds transfer.

13. Superannuation

- 13.1 The Company's superannuation contribution made on behalf of the Employee as required by the *Superannuation Guarantee Administration Act 1992* shall be paid into one of the following funds as nominated by the Employee:
- 13.1.1 Transport Workers Superannuation Fund; or
 - 13.1.2 P&O Australia Superannuation Fund.
- 13.2 Employees may elect to salary sacrifice part of their remuneration, before tax, to make an Employee contribution to their superannuation fund providing:
- 13.2.1 the Employee's fund allows for a pre-tax employee contribution;
 - 13.2.2 the amount an Employee elects to salary sacrifice is no more than is allowed as prescribed in the Australian Taxation Office's Taxation Determination 2004/18 as amended or replaced; and
 - 13.2.3 once an Employee elects to make an employee superannuation contribution in accordance with this clause the election must apply for at least 12 months.

14. Hours of Work

14.1 Ordinary hours of work.

- 14.1.1 Ordinary hours of work shall be 8 hours per day worked in accordance with the Award.
- 14.1.2 The span of hours shall be in accordance with the Award except for work performed in accordance with clause 14.1.3.
- 14.1.3 For the purposes of calculating overtime only, where an Employee commences work at or subsequent to 0400 and prior to 0500 on any day Monday to Friday overtime will be calculated after the first eight hours of work.
 - 14.1.3.1 It is not the intention of this clause to reduce any entitlement to overtime that an employee is entitled to under the terms and conditions of the Award.
 - 14.1.3.2 To ensure that no Employee is disadvantaged by the operation of this clause the Company will offer any Employee commencing work at or subsequent to 0400 and prior to 0500 a minimum of 10hrs of work that day. If the Employee elects to finish work prior to completing 10 hours work, the Employee will only receive payment for the time worked. In these circumstances such time will be paid at ordinary time for the first 8 hours and overtime in accordance with the Award thereafter.
 - 14.1.3.3 Where an Employee works in accordance with this clause no shift penalties will apply to that ordinary time so worked.

Employees will take breaks in accordance with the Award and relevant legislation providing however, that crib breaks taken in overtime and working on Saturday or Sunday will be unpaid.

14.2 Start & finish times

The Company may vary an Employee's start time and finish time by notification by 3:00pm the day prior to the day of requirement providing:

- 14.2.1 the Employee to whom the varied start and finish time is notified has volunteered to be placed on a list of Employees for this purpose; or
- 14.2.2 in the case where there are not sufficient volunteers on this list of Employees to meet the needs of the business the Company may, at the Company's discretion, vary any Employee's start time in accordance with this clause, that is, by 3:00pm the day prior; and
- 14.2.3 the varied start time must be between 6:00am and 8:00am (inclusive); and
- 14.2.4 the Employee to whom the varied start time applies shall be guaranteed 10 hrs of work for the day to which the varied start time applies.

Nothing in this Agreement prevents the Company from varying an Employee's start and finish time in accordance with the Award in any circumstances and in such circumstances there will be no guaranteed hours of work except in accordance with the Award.

14.3 Rostered days off

- 14.3.1 An Employee is required to work an average of 38 ordinary hours per week by working 8 hours per day for 19 days in each 4 week cycle and accumulating 1 rostered day off in that cycle.

- 14.3.2 An Employee may elect to take their rostered day off at a time directed by the Company within the 4 week cycle in which the day was accrued or to have the day paid out at the ordinary rate of pay prescribed in Part B of this Agreement.
- 14.3.3 If a rostered day off is not taken within the 4 week cycle in which it was accrued an Employee may take this day at a time agreed with the Company. Rostered days off shall accumulate to a maximum of 10 days.
- 14.4 Nothing in this Agreement prevents the Company from introducing a different method of working an average of 38 hours per week in accordance with the Award.

15. Overtime

- 15.1 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, in the following circumstances:
 - 15.1.1 For all time worked in excess of an average of 38 hours per week;
 - 15.1.2 For all time worked in excess of 8 hours per day providing that overtime shall only apply after the fixed finishing time; and
 - 15.1.3 For overtime worked past midnight;
- 15.2 An Employee will be entitled to at least an eight (8) hour break between the completion of overtime and the commencement of the next shift.
- 15.3 Where practicable, Employees will advise the Company on the day before of the unavailability to work overtime.
- 15.4 Reasonable hours of work
 - 15.4.1 Employees are obligated to work reasonable overtime if it is required by the Company.
 - 15.4.2 The request for reasonable overtime by the Company considers any risk to an Employee's health and safety, the Employee's personal circumstances including genuine family responsibilities where alternate arrangements cannot be made and the operational needs of the business.

16. Personal Carer's Leave/Sick Leave

- 16.1 Employees are entitled to Personal/Carers Leave and Sick Leave in accordance with the Award except as otherwise provided in this Agreement.
- 16.2 An Employee is obligated to use personal carer's leave / sick leave in a responsible manner.
- 16.3 An Employee will be entitled to a payment for sick leave for their personal illness or when using their sick leave for the purposes of Personal leave, as set out in 16.1 above, providing:
 - 16.3.1 the absence taken is one of the first three single day absences in each year (based on an Employee's anniversary date);
 - 16.3.2 any single day absence in any year after the first three single day absences for that year is supported by a doctor's certificate or statutory declaration;
 - 16.3.3 any absence of two or more days is supported by a doctor's certificate or statutory declaration;

16.3.4 any absence, single or multiple days, taken before or subsequent to any other period of leave (including rostered days off), public holidays and weekends must be supported by a doctor's certificate or statutory declaration; and

16.3.5 the appropriate sick leave or personal leave form is completed upon return to work.

16.3.6 After accumulating 4 day's sick leave the Company will pay out an Employee's sick leave, in excess of 4 days, quarterly, subject to an Employee electing to do so.

16.4 Notification

16.4.1 An Employee must provide 24 hours notification prior to the absence where possible. In any event an Employee must notify their supervisor one hour prior to the commencement of their absence where practicable and indicate the expected duration of the absence.

16.4.2 An Employee shall receive a loss in pay for the absence if they fail to provide notice in accordance with this clause unless it is not reasonably practical to do so, proof of which shall be the responsibility of the Employee.

17. Annual Leave

17.1 Annual leave shall be accrued and taken in accordance with the Award.

18. Long Service Leave

18.1 Long Service Leave shall be accrued and taken in accordance with the Award.

19. Blood Donor and Emergency Services Leave

19.1 An Employee may request to be absent from work for the purposes of blood donor and emergency services leave.

19.2 The Company shall not unreasonably refuse such a request for absence and an Employee may access their accruals of annual leave and long service leave for this purpose or by agreement the Company may provide leave without pay.

19.3 The Company may refuse a leave of absence in accordance with this clause on the basis of operational needs.

20. Training

20.1 The Company will provide training consistent with:

20.1.1 the current and future needs of the Company;

20.1.2 the need to develop skills relevant to the Company's requirements through courses conducted by appropriate educational institutions, training providers and internal instructors;

20.1.3 Training shall include training provided by the Company, which is a registered training organisation and qualified training instructors employed by the Company. This training will meet or exceed the requirements of TDT (Transport & Distribution Training Certificates 1, 2, & 3) or Bluecard where appropriate.

20.1.4 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 ordinary pay. For a casual Employee they shall be paid for the time spent in training unless training is held in a time that would not normally be worked by the casual employee;

- 20.1.5 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available from the Company) incurred in connection with the undertaking of training, shall be reimbursed by the Company upon production of evidence of such expenditure. Reimbursement of fees may be made at the completion of the prescribed course or annually, whichever is the earlier, subject to reports of attendance at such courses.
- 20.1.6 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 Company.
- 20.2 All training will be in accordance with operational requirements taking into account future needs, new technology and a need to maintain and increase skills and job satisfaction.

21. Delegate Training

- 21.1 Subject to the provisions of this clause a nominated delegate may take part in union training and education without loss of ordinary time earnings.
- 21.2 Without limiting the generality thereof, union education and training shall include structured training under the direction of qualified training staff, conferences, meetings and/or workshops conducted by the TWU or by external agencies approved by the TWU which contribute to the Employee's understanding of the Company's workplace issues and enhance the development of constructive relationships within the enterprise. This clause does not prevent the joint union/management training and education as agreed between the parties.
- 21.3 The manager shall not unreasonably withhold approval for an Employee to attend union training and education as defined in 21.2 provided that the branch secretary forwards reasonable written notice setting out the times, dates, venue and description of the union education and training and provided also, the operations of the Company are unlikely to be unduly effected by the Employee's absence.
- 21.4 The delegate or delegates shall be allowed an aggregate of five (5) days (paid) Trade Union Training in any year (a total of 5 days to be shared amongst all TWU delegates on site). An Aggregate of a further five days may be agreed between the parties.

22. The Role of the Union

- 22.1 Consistent with the provisions of the Act the parties to the Agreement recognise the right of Employees covered by the Agreement to join a registered union.
- 22.2 The Company acknowledges the role of the TWU in the workplace as a registered union in New South Wales.
- 22.3 Any authorised union representative who enters the Company's premises are bound by the relevant requirements of the Act and must observe the Company's Occupational Health and Safety requirements.

23. Income and Financial Protection

- 23.1 Each Employee and new Employee shall have the option to sign an Authority to Deduct From Wages Form. The form authorises the Company to deduct 2.75% of the appropriate wages (gross wage excluding allowances) applicable in Part B of this Agreement.
- 23.2 The Company will deposit the deduction in 23.1 in to each Employee's account in the nominated Insurance Fund. The Company will only provide payment into one fund agreed to by the majority of the Employees to whom this clause applies. The Company will forward one cheque on a monthly basis accompanied by individual employee details.

24. Casual Employees

- 24.1 The number of casual employees employed by the Company shall be in accordance with operational requirements.

25. Redundancy

- 25.1 Redundancy shall be paid in accordance with the Transport Industry Redundancy (State) Award.

26. Individual Grievance Procedures

- 26.1 A personal grievance means any grievance that any Employee may have against the Company because of a claim:

26.1.1 that the Employee has been passed over for selection to fill a promotional position or for placement in a training course; or

26.1.2 that the Company has taken some other action which is unjustifiable.

- 26.2 In the case of a grievance described in 26.1.1 at the time of informing applicants of the results of their application they also shall be advised that any appeal they wish to make should be lodged within 7 days of that advice being given and received.

26.2.1 The notice of appeal shall be accompanied by details of:

26.2.1.1 the grounds on which the appeal is lodged, including the person(s) against whose appointment/selection the appeal is made;

26.2.1.2 any evidence, such as training completed, experience gained, on which the applicant wishes to rely.

26.2.2 Management shall reconsider all aspects of the case and, if requested, give the applicant and any union representative he/she chooses the opportunity to put his/her case personally.

26.2.3 Management shall determine the matter within seven days of the appeal being lodged. Meanwhile any appointment made shall be provisional only and on a higher duties basis where appropriate. Training of selected personnel shall not commence until any appeal is determined.

- 26.3 In the case of grievance described in 26.1.2, the Employee allegedly aggrieved or his/her union representative may give notice to management of his/her concern. In the event that the concern cannot immediately be alleviated by management, depending on the nature of the alleged grievance one or more of the following options shall be adopted as a means of resolution:

26.3.1 discussions between management and union representatives;

26.3.2 reference to the Commission for conciliation.

- 26.4 In the case of a grievance described in 26.1.2, the parties agree that the matter will be determined within one month of the grievance being notified.

27. Settlement of Disputes

- 27.1 The parties have agreed that the following disputes settlement procedure shall apply:

27.1.1 The matter should first be discussed at the workplace level between the Employee's TWU Delegates and relevant Management.

- 27.1.2 If the matter is not settled, discussions shall occur between the appropriated TWU official and Management.
- 27.1.3 If the matter is still not settled, it may be referred to the Industrial Relations Commission of New South Wales by either party to conciliate the matter.
- 27.1.4 Whilst the above procedure is being followed work will continue as directed, except in circumstances where Employees have genuine concerns for their health and safety.
- 27.1.5 This dispute settlement procedure will apply to any dispute or claim arising out of the application of this Agreement or the Award.

PART B

1. Wages - Weekly Employees

1.1 Wages - Weekly Employees

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

Classification	Rate immediately prior to commencement	FFPP on or after 1/3/05	FFPP on or after 1/3/06	FFPP on or after 1/3/07
Transport Worker Grade 1	\$587.42	\$610.91	\$635.35	\$660.77
Transport Worker Grade 2	\$613.09	\$637.61	\$663.11	\$689.64
Transport Worker Grade 3	\$626.94	\$652.01	\$678.09	\$705.22
Transport Worker Grade 4	\$639.06	\$664.62	\$691.20	\$718.86
Transport Worker Grade 5	\$669.82	\$696.61	\$724.47	\$753.46
Transport Worker Grade 6	\$677.95	\$705.06	\$733.27	\$762.60
Transport Worker Grade 7	\$702.12	\$730.20	\$759.41	\$789.78
Transport Worker Grade 8	\$752.04	\$782.12	\$813.40	\$845.94

1.2 Wages - Weekly Employees Hourly Rates

Classification	Rate immediately prior to commencement	FFPP on or after 1/3/05	FFPP on or after 1/3/06	FFPP on or after 1/3/07
Transport Worker Grade 1	\$15.45	\$16.07	\$16.71	\$17.38
Transport Worker Grade 2	\$16.13	\$16.77	\$17.45	\$18.14
Transport Worker Grade 3	\$16.49	\$17.15	\$17.84	\$18.55
Transport Worker Grade 4	\$16.81	\$17.49	\$18.18	\$18.91
Transport Worker Grade 5	\$17.63	\$18.33	\$19.06	\$19.82
Transport Worker Grade 6	\$17.84	\$18.55	\$19.29	\$20.06
Transport Worker Grade 7	\$18.48	\$19.21	\$19.98	\$20.78
Transport Worker Grade 8	\$19.79	\$20.58	\$21.40	\$22.26

The above rates of pay are for those drivers having an RDO (one per month) which shall be at a mutually agreed time; provided that when an employee cannot be gainfully employed, the Company may instruct an employee to take an RDO.

2. Hourly Rates - Casual Employees

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

Classification	Rate immediately prior to commencement	FFPP on or after 1/3/05	FFPP on or after 1/3/06	FFPP on or after 1/3/07
Transport Worker Grade 1	\$17.51	\$18.21	\$18.93	\$19.68
Transport Worker Grade 2	\$18.26	\$18.99	\$19.75	\$20.54
Transport Worker Grade 3	\$18.68	\$19.42	\$20.20	\$21.01
Transport Worker Grade 4	\$19.05	\$19.81	\$20.60	\$21.42
Transport Worker Grade 5	\$19.96	\$20.75	\$21.58	\$22.45
Transport Worker Grade 6	\$20.20	\$21.00	\$21.84	\$22.72
Transport Worker Grade 7	\$20.92	\$21.75	\$22.62	\$23.53
Transport Worker Grade 8	\$22.40	\$23.29	\$24.22	\$25.19

NOTE

The above rates apply (adjusted to hourly rates on the basis of a 38 hour week) for overtime, paid leave of absence and superannuation. These rates include the casual loading prescribed by the Award. Casual Employees shall receive a loading in lieu of annual leave in addition to these rates in accordance with the New South Wales *Annual Holidays Act* 1944. The above rates do not include 1.5% for income insurance, which is not payable to casual employees.

Signed for and on behalf of

Smith Bros Trade and Transport Terminal Pty Ltd trading as P&O Trans Australia (NSW)

Signature:

Name:

Occupation:

Witness:

Date:

Signed for and on behalf of

Transport Workers' Union of Australia
New South Wales Branch

Signature:

Name

Position:

Witness:

Date:

SIGNED FOR AND ON BEHALF OF

The Site Consultative Committee for Employees covered by this Agreement.

Signature:

Name:

Witness:

Date:

Signature:

Name:

Witness:

Date:

Signature:

Name:

Witness:

Date:

Signature:

Name:

Witness:

Date:

Signature:

Name:

Witness:

Date: