

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/12

TITLE: **1st Fleet Pty Limited Enterprise Agreement 2005**

I.R.C. NO: IRC5/3971

DATE APPROVED/COMMENCEMENT: 19 August 2005 / 7 February 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 20 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 47

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by 1st Fleet Pty Limited, located at 44-46 Mandarin Street, Villawood NSW 2163, who fall within the coverage of the Transport Industry (State) Award.

PARTIES: 1st Fleet Pty Ltd -&- the Transport Workers' Union of New South Wales

ENTERPRISE AGREEMENT 2005

Between

1st Fleet Pty Limited

And

Transport Workers Union
Of New South Wales

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DATED THIS DAY THE 30TH MARCH 2005

1. PARTIES TO THE AGREEMENT

Parties to the Agreement

1st Fleet Pty Limited ACN 003 475 214
Of 44-46 Mandarin Street, Fairfield East NSW 2165

And

Transport Workers Union ABN 77 710 588 395
Herein called TWU
31 Cowper Street
PARRAMATTA NSW 2150

2. COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

This Agreement shall come into force from the first pay period commencing on or after 7th February 2005 and shall remain in force for a period of Thirty Six (36) months until its expiration on 7th February 2008.

3. COVERAGE OF AGREEMENT

I This Agreement shall apply to 1st Fleet Pty Limited incorporating

- (a) 1st Fleet Merchandising Pty Ltd
- (b) 1st Fleet (Logistics) Pty Ltd
- (c) Labourforce Solutions Permanents Pty Ltd currently employed in the state of New South Wales
- (d) 1st Fleet (Freight Forwarding) Pty Limited

II Coverage of this Agreement shall be as per the definition of Transport Workers under the New South Wales Transport Industry (State) Award.

III The Agreement shall apply to any successor, assignee or transmittee of all or any of the work.

IV In relation to any matter in respect of which this agreement does not make provision, the terms of the Transport Industry (State) Award shall apply to all employees.

4. INTENTION

The Intention of the parties in entering into this agreement is to establish the basis for substantial improvement in customer service and satisfaction through the development of a more communicative and co-operative relationship between management and employees and between the parties.

5. DURESS

The parties to this Agreement agree this Agreement was not entered into under duress by any party to it and will be registered in the New South Wales Industrial Relations Commission with respect to the terms of this Agreement as it applies to employee transport workers.

6. PARTIES COMMITMENTS

This Agreement has been established with the fundamental objective of achieving performance improvement and enhanced Customer Service, through maximising the flexibility, productivity and efficiency of 1st Fleet's plant operations.

In achieving this objective, the parties bound by this Agreement are committed to a philosophy of continuous improvement requiring the ongoing review and implementation of such matters covering but not limited to, Organisation Structures, Work Design and Work Organisation.

Work flexibility, through maximising of skills utilisation training, skills enhancement and career development.

The parties bound by this Agreement recognise that the implementation of measures directed toward continuous improvement, significantly contribute towards maintaining 1st Fleet's ongoing viability with consequent improvement in employee conditions.

7. HOURS OF EMPLOYMENT

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.

The span of ordinary hours shall be 5.00am to 6.00pm Monday to Friday.

All country trips and drops to be included per Schedule 2.

8. RESOURCE ALLOCATION

1st Fleet wishes to maximise the utilisation of company vehicles and employee drivers in preference to the use of subcontractors or other carriers. This means that:

- (a) Redundancy and retrenchment is an absolute last resort where an employee cannot be reasonably allocated work at another contract or site.
- (b) Where there is a temporary shortage of work, employees shall be temporarily redeployed if possible to other contracts or sites without loss of ordinary time pay.
- (c) Where full-time permanent employees are unavailable, suitably qualified and/or skilled casual employees may be engaged. All full time employees will have preference over any casual employees.
- (d) 1st Fleet will be free to engage subcontractors where the base fleet resources are unavailable to meet peak and/or short-term customer service demands.

9. WORKPLACE FLEXIBILITY

The parties bound by this Agreement are committed to improving productivity by promoting flexibility in the workplace, increasing efficiency and providing access for employees to more fulfilling and better paid jobs through the acquisition and maintenance of appropriate skills.

The parties bound this Agreement continue to adopt a philosophy whereby the performance of work in any particular instance is based on the skills of the employee. In all instances, this is subject to requirements of Occupational Health and Safety Act, and other Acts and Regulations of Parliament, either State or Federal as they apply to certificate and licences.

In meeting this commitment, the parties bound by this Agreement agree:

- I That the Company may direct any employee to carry out such duties as are within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.
- II That any direction issued by the Company pursuant to Sub-Clause (i) shall be consistent with the Company's safety responsibilities and the Occupational Health and Safety Act of New South Wales.
- III To enrich the jobs of employees, provide greater flexibility and allow employees to better utilise their skills.

10. VEHICLE ALLOCATIONS

Vehicle allocations will be made by management decision based on a relative assessment of the professional competence and performance record of drivers. Where competing drivers are assessed as having equal merit then the vehicle will be allocated to the driver being the more senior in terms of total continuous full-time service at the given contract.

11. TECHNOLOGY

Regarding the introduction, deployment and utilisation of the new technology (including hand-held terminals, truck monitoring devices and electronic seals) with employees fully co-operating in its use following appropriate consultation and training, all training time will be paid for at the appropriate rate of pay.

12. INCENTIVES AND ATTENDANCE BONUS

A genuine agreement by employees and the company to move towards rates of pay from hourly rates to incentive rates system. Earnings would not be disadvantaged by this intention. This means that employees cannot earn less than the hourly daily rate as provided for in this Agreement. Further, any incentive rate must equal the wages and overtime rates as a minimum.

13. STANDARDS OF SERVICE

- Tautliners and Pantechs are to be swept out when unloaded or being reloaded, and washed regularly, when opportunity allows, by the employee. The cabins of all rigids and prime movers will be kept clean on a daily basis. No rubbish to be left in the cabins.
- Employees are to wear the issued uniform during work time and maintain an appearance suitable for public contact.
- All security requirements and covenants of business of the company and its client's confidentiality are to be reserved.
- Work toward and be aware of the importance of On-Time Deliveries.
- Comply with all paperwork requirements.
- Self-Manage, or perform duties as directed, be involved in recommendations to improve efficiency.
- Give on-the-job direction and training to other employees and accept training or direction.
- Undertake performance review and career planning.
- Be committed to the Quality Programs undertaken by the Company.
- Drive and behave in a safe and professional manner when in charge of company equipment at all times.
- Be committed to performing and supporting these standards.
- Motorised vehicles are to be washed at least once per week in the driver's time if this cannot be done in normal working hours.
- Under no circumstances, is any company equipment to be operated whilst under the influence of drugs or alcohol.
- All drivers to return pallets or paperwork, if not, they will need to retrieve the pallets at no cost to the company.
- Where applicable, employees are to use the scanning equipment provided complying with the company procedures as outlined from time to time.

14. CUSTOMER SERVICE

It is recognised by all parties that Customer Service is the core value of our business and must never be intentionally compromised.

Every effort to improve service levels to our client and in turn our client's customers will be the goal of all employees and staff. The Company will provide customer service training to all employees concerned ensuring that quality service will be achieved.

The company will undertake to have its clients specify and agree what their standard delivery requirements are, so these can be communicated to and understood by all.

It is agreed that standard requirements for delivery may change from time to time at the request of the client. It must be recognised that service levels provided by the parties will be in accordance with the wishes of the client.

All efforts must be made to avoid and not encourage confrontation, heated exchange or argument with any employee of our client, any one of our client's customers, members of the general public or fellow employees. At all times, whilst representing the company, employees will behave professionally.

All parties to this Agreement also agree to comply with policies, procedures and work instructions necessary for the Company to retain accreditation to the Quality System ISO 9002.

15. COMMUNICATION AND CONSULTATION

It is agreed that while management must ultimately make and be held responsible for all decisions concerning operational matters, where these are likely to significantly impact on employees, then before their implementation the decisions should be (unless impracticable) the subject of communication and consultation with employees and their accredited TWU representative(s) on site. The purpose of such communications and consultations is to keep all employees fully informed, ensure that the decisions have proper regard for legitimate concerns or helpful suggestions of employees and minimise the potential for misunderstandings to arise.

16. DISCIPLINE WARNING SYSTEM AND SERIOUS MISCONDUCT

Discipline is essential to promote sound relationships between management and all employees. In the case of a breach of discipline or inability to attain or maintain satisfactory work standards a "warning" system will apply.

Management acknowledges the rights of employees to a fair and open discussion of alleged misconduct or negligence and management will exercise their judgment in applying corrective action, after considering all the available and relevant factors, such as:-

- I circumstances and work relevance of the misconduct;
- II seriousness of the misconduct;
- III employee's explanation of his/her conduct;
- IV employee's past conduct and personal situation;
- V repeated disregard for procedures;

WARNING SYSTEM

- VI First Warning: Verbal.
- VII Second Warning: In writing and administered by the Contract Manager (or his/her nominee) in the presence of a Union Delegate or nominee (on file for six (6) months).
- VIII Final Warning: In writing and administered by the General Manager (or his/her nominee) in the presence of the Union Delegate or nominee (on file for twelve (12) months).
- IX Termination of employment may result after one (1) verbal and two (2) letters of warning have been administered and there has been no substantial change in attitude or conduct.
- X Nothing in Clause 16 shall prevent an employee from seeking unfair remedies in the NSW Industrial Relations Commission.

17. SETTLEMENT OF DISPUTES

- I The parties have agreed that the following settlement of disputes procedure shall apply:
 - (a) The matter should first be discussed at the workplace level between employees and relevant management. If an employee so requests the TWU delegate will be involved in such discussions.
 - (b) If the matter is not settled, discussions shall occur between the appropriate TWU organiser and management.
 - (c) If the matter is still not settled, it shall be discussed between the Branch Secretary of the TWU and the employer.
 - (d) If the matter is still not settled it shall be submitted to the NSW IRC which shall conciliate the matter.
 - (e) The NSW IRC may make a determination which is binding on the parties where there is likelihood that, within a reasonable period, conciliation or further conciliation will result in agreement.
- II The parties have agreed that the above settlement of disputes procedure shall apply Until the procedure described in sub-clause I is completed, work shall continue normally, except in circumstances where employees have genuine concerns for their health or safety.
- III This settlement of disputes procedure will apply to any matter whether it arises out of the operation of this Agreement or not.
- IV Until the procedure described in sub-clause I is completed neither party will institute proceedings in the NSW IRC in relation to any matter to which this clause applies.

18. ANTI-DISCRIMINATION

- I It is the intention of the respondents to this Agreement to help to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.**
- II Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the respondents must make every endeavor to ensue that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.**
- III Nothing in this clause is to be taken to affect:**
 - (a) Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;**
 - (b) An employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.**

19. CHAIN OF RESPONSIBILITY

1st Fleet as part of our commitment for safe work practices shall ensure we continue with safe driving hours as outlined in:

- I Trucksafe (Transitional Fatigue Management Scheme).**
- II Roads and Traffic Authority Regulations**
- III Occupational Health and Safety Act.**
- IV Any other Legislative Act which is prescribed within New South Wales which shall regulate transport workers.**

20. OCCUPATIONAL HEALTH AND SAFETY

- i** 1st Fleet is required to abide by the Occupational health and Safety Act 2000, which states that an employer must ensure the health, safety and welfare at work, for all the employees'.
- ii** 1st Fleet will promote occupational health and safety training, safer work practices, knowledge of this agreement and other services for the benefit of the employees of 1st Fleet.
- iii** The company recognizes its responsibilities to provide a safe and healthy workplace for its employees and all other persons attending it sites and accordingly agrees to train transport workers in Health and Safety.
- iv** Prior to an employee commencing to work with or on behalf of 1st Fleet the employee shall be instructed in:
 - Occupational health and safety
 - Vocational skills;
 - Other professional training as required;
 - Site inductions
- v** 1st Fleet employees will:
 - (a) Take reasonable care for the health and safety of co-workers who may be affected by their actions.
 - (b) Cooperate with 1st Fleet in anything that is required to ensure a safe workplace
 - (c) Ensure their actions do not put others at risk.
 - (d) Use and maintain machinery and equipment properly.

21. BLUE CARD

1st Fleet will support the Blue Card when the industry body and all NSW transport companies accepts its introduction without delay and 1st Fleet has no problem with permanent employees being trained to Blue Card level.

22. EMPLOYER DUTIES

The company shall maximize the full-time proportion of its workforce, including utilization of full-time employees to their full capacity before casual, part-time or contract carriers are engaged to work.

23. EMPLOYEE DUTIES

- I An employee to be entitled to a weekly wage must perform his or her usual work duties during the days and hours usually worked by such class of employee.
- II Employees must be capable, physically and mentally to perform their daily duties.

24. EMPLOYMENT CATEGORIES

I Engagement of employees

An employee is to be engaged as a full time, part time or casual employee.

II Full Time Employment.

A full time or part time employee is one engaged by the week and paid weekly, and whose engagement shall be terminable according to clause 16 of this Agreement or under any other defined reason within the Transport Industry (State) Award, Federal or State Laws.

III Casual Employment

A casual employee is one engaged and paid as such and shall be guaranteed not less than four hours' engagement every start.

Casual work shall be paid or at the ordinary base wage rate with an additional casual loading included as per the Transport Industry (State) Award for all ordinary hours worked and an additional, 1/12 holiday component as per Annual Leave Holiday Act 1944. Upon commencement of any overtime, casual employees shall receive the appropriate overtime penalties on the ordinary base wage rate.

25. CLASSIFICATIONS, WAGE AND TRIP/DROP RATES

I Wage Rates

- (a) As per Schedule 1.
- (b) All wage rates shall increase by the attached scheduled rates, on the specified date in Schedule 1.
- (c) The hourly wage rates specified in this Agreement are to apply for the purposes of calculating all employee entitlements including (but not limited to) overtime, any form of leave, redundancy and superannuation.

II Trip/Drop Rates

- (a) As per Schedule 2.
- (b) All trip/drop rates shall increase by the same percentage as in Schedule 1 (Wage Rates).

26. PAYMENT OF WAGES

- I Wages shall be paid not later than Tuesday midnight in each week. Pay slips shall be delivered to the site on the Thursday during working hours except where circumstances are such that delivery would be impossible due to public holiday or extenuating circumstances.
- II Where the pay day falls on a day prior to a public holiday, employees shall be paid on the day prior to the normal pay day.
- III In the case of weekly employees two days' pay may be kept in hand.

27. ALLOWANCES

- I All allowances in this Agreement shall be paid in accordance with the Transport Industry (State) Award.
- II The Meal Allowance shall be as per the Transport Industry (State) Award.
- III The First Aid Allowance

An employee, on being requested by the employer to obtain First Aid Attendant qualifications (St John's Ambulance Standard or Equivalent) shall on attaining such qualification be reimbursed by the employer for the costs of approved books/manuals and other approved out of pocket expenses associated with attending the first aid course.

28. SPECIAL ARRANGEMENTS

At the date of signing this Agreement, the parties acknowledge that three (3) employees have hourly rates which are at variance with the hourly rates provided for in Schedule 1.

The Company agrees that it will maintain these individual arrangements during the employment of the three (3) employees concerned, and confirmed in writing to the three (3) employees.

29. INCOME PROTECTION

All transport workers covered by this Agreement shall be covered by an approved sickness and accident income protection plan (the plan), as provided by Auscover Insurance Agencies Pty Ltd or an alternative.

- I Premium shall be fixed, paid at 1.75% of wages excluding allowances and the balance of premium, if required, from employees.
- II Any increase in the premium above 1.75% during the life of this Agreement will be paid by the employees in full.
- III The administration function on behalf of each employee making a claim shall be external to 1st Fleet, and controlled directly by Auscover Insurance Agencies Pty Ltd or an alternative provider. No claims for payment to employees under this insurance arrangement will be accepted or paid by 1st Fleet for any reason.

30. BREAKS

Time for taking meal breaks is as per the Transport Industry (New South Wales) Award and observing the National driving hours and safe systems of work.

31. SUPERANNUATION

The company agrees to make contributions with respect to all its transport workers to the TWU Superannuation Fund. In the case of employees such contributions shall be in accordance with the Transport Industry Superannuation (State) Award and the TWU Superannuation Fund will be the preferred superannuation fund for all transport workers unless otherwise directed by the employee, or statutory law.

32. ANNUAL LEAVE AND LEAVE LOADING

As per the Transport Industry (State) Award.

33. SICK LEAVE

As per the Transport Industry (State) Award.

34. JURY SERVICE

As per the Transport Industry (State) Award.

35. REDUNDANCY

As per the Transport Industry (State) Award.

36. ROSTERED DAYS OFF

- I Each employee shall work forty (40) ordinary hours per week, and accrue two (2) hours per week towards a rostered day off.
- II At the completion of each calendar year [two (2) weeks prior to Christmas] 1st Fleet shall pay out to each employee their rostered day off accrual.
- III If during the calendar year an employee requires to take a rostered day off under an emergency situation or a reduction of work volume occurs, 1st Fleet shall allow time off and pay the respective employees their entitlement.

37. UNION PICNIC DAY

Union Picnic Day shall apply to all transport permanent workers engaged by the company who are financial members of TWU. Payment pursuant to this clause shall be calculated by reference to the applicable rates specified in clause 25.I Wage Rates.

38. ENTITLEMENT PROTECTION

1st Fleet agrees to abide by any statutory law which is invoked to protect employees' entitlements and shall negotiate in good faith with the TWU and other transport industry groups to establish a transport industry scheme designed to protect transport workers accrued entitlements in the event that the company goes into liquidation.

39. REASONABLE WORK HOURS

i Subject to sub-clause (ii) the company may require a transport worker to work reasonable overtime at overtime rates.

ii A transport worker may refuse to work overtime in circumstances where the working of such overtime would result in the transport worker working hours which are unreasonable having regard to:

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

40. CLOTHING, EQUIPMENT AND TOOLS

I Tools to be provided by the employer:

All tools which employees are required to use in the course of their work shall be provided by the employer.

II Protective clothing and uniforms

The company shall provide the following uniform to all employees:

- (a) One pant
- (b) Two shorts (or as required)
- (c) One jumper
- (d) Safety boots
- (e) Three shirts

All of the above shall be replaced on a wear and tear basis.

III The company agrees that all new vehicles purchased after the commencement date of this Agreement will be equipped with air conditioning.

41. NOTICEBOARD

As per the Transport Industry (State) Award.

42. RIGHT OF ENTRY

As per the Industrial Relations Act 1996.

43. DEDUCTION OF FEES

Where written authority is provided by the worker, the employer will deduct union membership fees from the permanent employees wages or salary and remit them, along with a schedule of such contributions, to the TWU at monthly intervals.

44. UNION REPRESENTATION

- I The company will not take any actions or make any statements that will directly or indirectly state or imply opposition by the company to transport workers electing to join or remain members of the TWU.
- II The company shall ensure that each TWU Delegate has the following rights:
 - The right to be treated fairly and to perform their role as Union Delegate or workplace Representative without any discrimination in their engagement.
 - The right to formal recognition by the company that endorsed Union Representatives to speak on behalf of Union members in the workplace.
 - The right to bargain collectively on behalf of those they represent.
 - The right to paid time during normal working hours to consult with Union members for negotiation of new agreements.
 - The right to address new transport workers about the benefits of Union membership at the time that they commence work with the company.
 - The right to discuss Union and workplace matters with all transport workers at the workplace.
 - The right to access to an office telephone, facsimile, photocopying, and office facilities for the purpose of carrying out work as a delegate.
 - The right to place Union information on a notice board in a prominent location in the workplace.
- III The company acknowledges the following functions of TWU delegates:
 - To provide awareness and understanding of the Union's aims and achievements whenever possible.
 - To recruit and involve transport workers in the workplace in the Union and its activities
 - To be approachable and helpful to union members in workplace.
 - To provide up to date and relevant Union information to Union members in the workplace
 - To represent the views of the members.
 - To represent union members fairly and accurately in negotiations and in relation to individual grievances.
 - To keep in regular contact with the Union Organiser and other Union Representatives in the workplace.

45. TRAINING

I Attending approved Training Courses.

- (a) Wherever practicable, approved training courses shall be attended by employees during their ordinary time without loss of pay.
- (b) In circumstances where it is not practicable for an employee to attend an approved training course during ordinary time for such reasons as, but not limited to:-
 - (i) the availability of the approved training course during ordinary times;
 - (ii) the ability to cover the employee's absence where necessary.

The time spent in attendance at such approved training courses may be in substitution of the ordinary time worked during the employee's rostered ordinary shift/s. 1st Fleet, in consultation and agreement with the Consultative Committee shall determine the shift/s or part thereof which will be substituted by training.

- (c) On any day an employee attends an approved training course in addition to working ordinary hours or overtime as prescribed by the Award, or because it is not practicable to substitute for the employee's rostered ordinary shift/s in accordance with sub clause (ii) hereof, payment for all time spent in attendance at such approved training courses shall be at ordinary time rate of pay.
 - (d) Training on overtime hours is on a voluntary basis.
 - (e) Other than as prescribed in sub-clause (a), (b) hereof, the maximum payment for any time spent in attending an approved training course shall be eight (8) hours on any day.
- II 1st Fleet acknowledges that TWU accredited training courses for delegates will improve industrial relations and efficiency for 1st Fleet and its employees.
- III 1st Fleet is prepared to release elected delegates for 45 training days in each full year during the life of this Agreement. The TWU agrees to consult with 1st Fleet and reach agreement on the dates on which such training will be held.
- IV Two (2) delegates to be trained to Level 4 Certificate.
- V Agreement Training

At the commencement of this Agreement the company shall train all workers who are covered by it in its terms and this training shall be conducted by the TWU delegate in conjunction with the company.

46. RE-NEGOTIATION OF A SUBSEQUENT AGREEMENT

1 Re-negotiation

The parties agree to commence negotiations for a new collective agreement to succeed this agreement at least 3 months before the expiry date of this agreement. The parties will use their best endeavours to conclude these negotiations prior to the expiry date.

47. DRUG AND ALCOHOL POLICY AND TESTING

The TWU acknowledge the present 1st Fleet Drug and Alcohol Policy. The parties have agreed to review and change certain aspects of the policy to the acceptance of both parties.

SIGNED

For an on behalf of
The Transport Workers Union ACN:

WAYNE FORNO
Name of authorized Officer

19.8.05
Date

W. Forno ACTING SECRETARY
Signature

For an on behalf of
1st Fleet Pty Limited ACN: 003 475 214:

DAVID ARNEL
Name of authorized Officer

12/7/05
Date

[Handwritten Signature]
Signature

Schedule 1

NSW WAGE RATES

Classification	Current Pay Rate	Increase Effective First Pay Period on or after 7 th February 2005	Increase Effective First Pay Period on or after 8 th August 2005	Increase Effective First Pay Period on or after 6 th February 2006	Increase Effective First Pay Period on or after 7 th August 2006	Increase Effective First Pay Period on or after 5 th February 2007	Increase Effective First Pay Period on or after 6 th August 2007
		Percentage increase 3%	Percentage increase 2%	Percentage increase 3%	Percentage increase 2%	Percentage increase 3%	Percentage increase 2.5%
Grade 1	562.50	579.38	590.96	608.69	620.87	639.49	655.48
Grade 2	581.12	598.55	610.52	628.84	641.42	660.66	677.18
Grade 3	594.01	611.83	624.07	642.79	655.64	675.31	692.20
Grade 4	605.23	623.39	635.85	654.93	668.03	688.07	705.27
Grade 5	634.22	653.25	666.31	686.30	700.03	721.03	739.05
Grade 6	641.51	660.76	673.97	694.19	708.07	729.32	747.55
Grade 7	663.58	683.49	697.16	718.07	732.43	754.41	773.27
Grade 8	708.56	729.82	744.41	766.75	782.08	805.54	825.68



**SCHEDULE 2
DRIVER TRIP RATES** *Effective Date: 07.02.05*

AUSTRAL

Route	B-Double Permanent	Single Permanen t
Newcastle – Sydney – Newcastle MT (one only)	154.80	143.87
Newcastle – Sydney – Newcastle MT	154.80	128.42
Newcastle – Sydney – Newcastle loaded	209.40	162.90
Newcastle – Sydney (one only)		
Newcastle – Sydney	153.67	143.87
Newcastle – Sydney – Singleton – Newcastle MT	200.94	171.68
Newcastle – Sydney – Tea Gardens – Newcastle MT	194.35	165.50
Sydney – Singleton – Newcastle	150.83	124.71
Sydney – Tea Gardens – Newcastle	144.25	118.53
Newcastle – Brisbane	324.21	287.25
Sydney – Brisbane	370.02	330.20
Newcastle – Melbourne	386.50	345.65
Melbourne – Sydney	343.33	305.16
Newcastle – Bowral – Newcastle	215.44	185.28
Newcastle – Port – Taree – Newcastle*	-	187.75
Newcastle – Young	219.40	188.98
Newcastle – Orange – Sydney	264.88	231.62
Newcastle – Port – Coffs Harbour – Newcastle*	-	235.15
Newcastle – Tamworth – Newcastle*	-	163.77
Newcastle – Port – Newcastle (includes unload all)	218.08	187.75



SCHEDULE 2 DRIVER TRIP RATES Effective Date: 07.02.05

AUSTRAL

*Express Trips – Add Drops and Overnight Allowance.

Shift Allowances

Start between 4am – 5am	Early shift
Start between 10am – 4pm	A/noon shift
Start after 4pm	Night shift

Per km rate

Single	\$0.31
B Double	\$0.33

Trip Allowance

Overnight allowance (trip)	\$33.90
Per drop allowance (Express trip)	\$20.60

Load/Unload allowance

Single	\$34.48
B Double	\$54.60

For new trips

Single trailer	= klm x \$0.31 + \$34.48
B Double trailers	= klm x \$0.33 + \$54.60

Tea Money (hourly work)

	Given after 2 hours @ T1/2
Casual	7.6 normal then 2 T1/2
Permanent	8 normal then 2 T1/2



**SCHEDULE 2
DRIVER TRIP RATES**

Effective Date: 07.02.2005

CASTROL AUSTRALIA PTY LTD

TRIP RATES:

	<u>Rigid</u>	<u>Trailer</u>
KLM Rate	\$ 0.34 per klm	\$0.36 per klm
Drop Rate	\$ 13.76 per drop	\$14.32 per drop

Drop Rate includes return of M.T. 205 drums.

HOURLY RATES:

Loading time after 1 hour at Castrol.

Rigid	\$21.62 per hour
Prime Mover	\$22.80 per hour

REVIEWED BY LOGIX

**OVERNIGHT ALLOWANCE TO APPLY WHEN DELIVERY
QUANTITY DICTATES**

OVERNIGHT ALLOWANCE **\$35.90 per night**



**SCHEDULE 2
DRIVER TRIP RATES**

Effective Date: 07.02.2005

C STORES

Liverpool

ACT	\$162.28
Drop Rate	\$10.93
ACT Plus Cooma, Jindabyne	\$271.66
Plus Overnight Allowance	\$30.33
Plus Drop Rate	\$10.93
Orange	\$139.50
Drop Rate	\$10.93
Newcastle	\$101.93
Drop Rate	\$10.93
Nowra	\$101.57
Drop Rate	\$10.93
Bathurst	Hourly Rate



**SCHEDULE 2
DRIVER TRIP RATES**

Effective Date: 07.02.2005

SNACK BRANDS AUSTRALIA

- (1) Rigid Drops \$7.89 each
- (2) Trailer Drops \$10.93 each

		Rigid	Trailer	
1 /	ACT	544 klms	\$160.99	\$168.00
2 /	COOMA	770 klms	\$232.34	\$236.21
3 /	JINDABYNE	890 klms	\$275.35	\$273.01
4 /	MUSWELLBROOK	495 klms	\$146.50	\$151.84
5 /	NEWCASTLE	315 klms	\$93.63	\$96.63
6 /	SALAMANDER BAY	427 klms	\$126.35	\$131.00
7 /	SCONE	545 klms	\$161.29	\$167.18

REVIEWED BY LOGIX

**OVERNIGHT ALLOWANCE TO APPLY WHEN DELIVERY QUANTITY
DICTATES**



SCHEDULE 2
DRIVER TRIP RATES Effective Date: 07.02.2005

IPLEX PIPELINES

(1) Rigid Rate \$0.29 per km

(2) Prime Mover / Semi Trailer \$0.31 per km

(3) Minimum trip **WITH DROPS**

 * Rigid \$122.21

 * Semi Trailer \$137.64

 Drop Rate Carton \$13.00

 Drop Rate Crane \$13.00

(4) All other trips reviewed by Logix

(5) Overnight allowance to apply when delivery quantity dictates

(6) Weekend journey – plus 25%

(7) Overnight allowance \$33.90

ACT TO SYD RETURN 550KM \$170.50

BULK DROP ONLY \$20.60

Any 1 drop trip, bulk rate applies.

NOTE:

Rigid Rate over 21 Drops
You must have an off-sider

Trip rate + Hourly Rate
Unloading Only

Prime Mover and Trailer to Canberra
And Newcastle over 21 drops
You must have an off-sider

Trip Rate + Hourly Rate
Unloading Only



**SCHEDULE 2
DRIVER TRIP RATES** Effective Date: 07.02.2004

GENERAL DRIVER TRIP RATES

- (1) Rigid Rate \$0.29 per km
- (2) Prime Mover / Semi Trailer \$0.31 per km
- (3) Minimum trip **WITH DROPS**

- * Rigid \$122.21
- * Semi Trailer \$137.64

- (4) All other trips reviewed by Logix
- (5) Overnight allowance to apply when delivery quantity dictates
- (6) Weekend journey – plus 25%
- (7) Overnight allowance \$33.90

ACT TO SYD RETURN 550KM \$169.95

DROP RATE \$20.60

NOTE:

Rigid Rate over 21 Drops You must have an off-sider	Trip rate + Hourly Rate Unloading Only
Prime Mover and Trailer to Canberra And Newcastle over 21 drops You must have an off-sider	Trip Rate + Hourly Rate Unloading Only



**SCHEDULE 2
DRIVER TRIP RATES**

Effective Date: 07.02.05

DAIRY FARMERS - LIDCOMBE

MUDGE

Day	\$180.15
Afternoon	\$211.68
Weekend	\$225.19

ACT

550 km	Monday to Friday	\$168.66
	Sunday	\$210.81
	Drop Rate @	\$18.73

CARDIFF TO PORT MACQUARIE/COFFS HARBOUR

640 km	Monday to Friday	\$195.81
	Drop Rate @	\$18.73



SCHEDULE 2 DRIVER TRIP RATES

Effective Date: 07.02.05

DAIRY FARMERS - LIDCOMBE

EX ORANGE

Walgett Run	865 km	Monday to Friday	\$268.36
Dubbo, Gilgandra		Saturday to Sunday	\$335.45
Wellington		Drop Rate @	\$18.73

EX ORANGE

Nyngan Run	685 km	Monday to Friday	\$212.51
Dubbo, Narromine		Saturday to Sunday	\$265.64
Warren		Drop Rate @	\$18.73
2 Drops			\$37.46
3 Drops			\$56.19
4 Drops			\$74.92
5 Drops			\$93.65
6 Drops			\$112.38
7 Drops			\$131.11



SCHEDULE 2 DRIVER TRIP RATES

Effective Date: 07.02.05

DAIRY FARMERS - LIDCOMBE

EX TAMWORTH

N/England Run	510 km	Monday to Friday	\$158.34
Inverell, Barraba		Saturday to Sunday	\$197.91
Manilla		Drop Rate @	\$18.73
Tamworth to Berkeley Vale to Tamworth	635 km	Monday to Friday	\$197.13
		Saturday to Sunday	\$246.41
		Drop Rate @	\$18.73

EX TAMWORTH

N/West Run	430 km	Monday to Friday	\$133.64
Gunnedah, Wee Waa Narrabri, Werris Creek		Saturday to Sunday	\$167.05
Quirindi		Drop Rate @	\$18.73
2 Drops			\$37.46
3 Drops			\$56.19
4 Drops			\$74.92
5 Drops			\$93.65
6 Drops			\$112.38
7 Drops			\$131.11



SCHEDULE 2
DRIVER TRIP RATES *Effective Date: 07.02.05*

WOOLWORTHS SUPERMARKETS

	Mon-Fri	Sat & Public Holidays
1(a) <u>ACT (567 KLMS)</u>	\$175.00	\$218.73
Drop Rate	19.28	24.09
1(b) <u>ACT + YASS (617 KLMS)</u>	\$190.43	\$238.03
Drop Rate	19.28	24.09
1(c) <u>ACT (567 KLMS)</u>		
B-Double Trip (includes 25%)	\$218.86	\$273.59
Drop Rate	19.28	24.09
2. <u>BATEMANS BAY (680 KLMS)</u>	\$210.01	\$262.52
Drop Rate	19.28	24.09
3. <u>CESSNOCK (327 KLMS)</u>	\$100.99	\$126.24
Drop Rate	19.28	24.09
4. <u>COOMA (770 KLMS)</u>	\$237.78	\$297.23
Drop Rate	19.28	24.09
5. <u>ACT TO MERIMBULA (600 KLMS)</u>	\$184.35	\$230.42
Drop Rate	19.28	24.09
6. <u>DUBBO (903 KLMS)</u>	\$312.47	\$375.46
Drop Rate	19.28	24.09
7. <u>GOULBURN (372 KLMS)</u>	\$114.90	\$143.61
Drop Rate	19.28	24.09
8. <u>MUDGEES (473 KLMS)</u>	\$146.04	\$182.54
Drop Rate	19.28	24.09
9. <u>ACT + BACKLOAD EX WAGGA (1033 KLMS)</u>	\$319.01	\$394.88
Drop Rate	19.28	24.09
10. <u>MUSWELLBROOK (548 KLMS) + SCONE</u>	\$179.10	\$223.87
Drop Rate	19.28	24.09



SCHEDULE 2
DRIVER TRIP RATES *Effective Date: 07.02.05*

WOOLWORTHS SUPERMARKETS

	Mon-Fri	Sat & Public Holidays
11. <u>MUSWELLBROOK/TAMWORTH (868 KLMS)</u>	\$268.04	\$335.04
Drop Rate	19.28	24.09
12(a) <u>GUNNEDAH, TAMWORTH, ARMIDALE</u>	\$352.37	\$440.48
<u>RETURN TO SYDNEY (1141 KLMS)</u>		
Drop Rate	19.28	24.09
(Plus if pork picked up and delayed until midnight)	64.32	
12(c) <u>NARRABRI, GUNNEDAH, TAMWORTH, ARMIDALE</u>		
<u>RETURN TO SYDNEY (1,331 KLMS)</u>	\$411.06	\$513.82
Drop Rate	19.28	24.09
(Plus if pork picked up and delayed until midnight)	64.32	
13. <u>NEWCASTLE (316 KLMS)</u>	\$97.57	\$121.95
Drop Rate	19.28	24.09
14. <u>NEWCASTLE & SALAMANDER BAY</u>		
<u>- B DOUBLE ONLY (includes 25%) (465 KLMS)</u>	\$220.03	\$275.04
Drop Rate	19.28	24.09
15. <u>NOWRA</u>	\$100.76	\$126.06
Drop Rate	19.28	24.09
16. <u>SALAMANDER BAY (478 KLMS)</u>	\$147.52	\$184.39
Drop Rate	19.28	24.09
17. WERRIS CREEK SHUTTLE	\$222.93	\$278.67
TRAILER HOOKUP INCL @ \$8.86		
18. SO GOOD PICKUP & DELIVERY	\$106.86	\$133.55
19. SCONE ABBS PICKUP & DELIVERY	\$123.72	\$154.66
20. ACTICE PICKUP & DELIVERY	\$118.09	\$147.62



SCHEDULE 2
DRIVER TRIP RATES *Effective Date: 07.02.05*

WOOLWORTHS SUPERMARKETS

	Mon-Fri	Sat & Public Holidays
21. HEXHAM PICKUP TO VARIOUS DC CENTRES WITH UP TO 2 DROPS Any De-Hire Of Pallets (Chep) In Newcastle Ex Woolworths' Pans For The Above No Drop Fee Applies. All Inclusive Of The \$106.86.	\$106.86	\$133.55
22. HEXHAM TO ACF/DAIRY FARMERS LIDCOMBE OR 1 ST FLEET WAREHOUSE, NORMAL HOURLY RATE APPLIES AFTER TRIP RATE, PLUS DROP/PICK UP FEE	\$19.28	

HEXHAM TO SCOTTS, DEL SAME AS ACF/DAIRY FARMERS
DROP RATE, PLUS HOURLY, AFTER FIRST HOUR

Add 10% for B Double Trips if required.
Rigids less 4½ % Trip and Drop

OVERNIGHT ALLOWANCE TO APPLY WHEN DELIVERY QUANTITY DICTATES.

REVIEWED BY LOGIX



**SCHEDULE 2
DRIVER TRIP RATES**

Effective Date: 07.02.05

WOOLWORTHS SUPERMARKET

PRIME MOVER / SEMI TRAILER

	<i>Mon/Fri</i>	<i>Sat/Public Holiday</i>
(A) <u>BLACKTOWN (925 KLMS)</u>	<u>\$284.18</u>	<u>\$355.23</u>
NEWCASTLE		
SALAMANDER		
MAITLAND		
TAMWORTH		
BRANXTON		
BLACKTOWN		
Drop Rate	19.28	24.09
(B) <u>BLACKTOWN (670 KLMS)</u>	<u>\$196.97</u>	<u>\$246.21</u>
NEWCASTLE		
SALAMANDER		
MAITLAND		
SCONE		
BRANXTON		
BLACKTOWN		
Drop Rate	19.28	24.09
(C) <u>BLACKTOWN (825 KLMS)</u>	<u>\$253.47</u>	<u>\$316.83</u>
NEWCASTLE		
MAITLAND		
TAMWORTH		
BRANXTON		
BLACKTOWN		
Drop Rate	19.28	24.09
(D) <u>BLACKTOWN (570 KLMS)</u>	<u>\$175.11</u>	<u>\$218.89</u>
NEWCASTLE		
MAITLAND		
SCONE		
BRANXTON		
BLACKTOWN		
Drop Rate	19.28	24.09



**SCHEDULE 2
DRIVER TRIP RATES**

Effective Date: 07.02.05

WOOLWORTHS SUPERMARKET

PRIME MOVER / SEMI TRAILER

	<i>Mon/Fri</i>	<i>Sat/Public Holidays</i>
(E) <u>BLACTOWN (800 KLMS)</u>	<u>\$245.79</u>	<u>\$307.23</u>
GOSFORD		
TUGGERAH		
TAMWORTH		
BRANXTON		
BLACKTOWN		
Drop Rate	19.28	24.09
(F) <u>BLACKTOWN (550 KLMS)</u>	<u>\$168.97</u>	<u>\$211.23</u>
GOSFORD		
TUGGERAH		
BRANXTON		
SCONE		
BRANXTON		
BLACKTOWN		
Drop Rate	19.28	24.09
(G) <u>BLACKTOWN (611 KLMS)</u>	<u>\$188.80</u>	
Drop Rate	19.28	24.09
(H) <u>NEWCASTLE</u>		
<u>MAITLAND</u>		
CESSNOCK		
SCONE		
CESSNOCK		
BLACKTOWN		
Drop Rate	19.28	24.09
(I) <u>BLACKTOWN (635 KLMS)</u>	<u>\$194.36</u>	
NEWCASTLE		
MAITLAND		
CESSNOCK		
SCONE		
HEXHAM		
BLACKTOWN		
Drop Rate	19.28	24.09



SCHEDULE 2

Effective 07.02.2005

DRIVER TRIP RATES

New South Wales Based Driver

B-DOUBLE CONFIGURATION

~ EXPRESS ~

Villawood to Acacia Ridge (Qld)

Via Pacific Highway

923 km @ \$0.33 per km \$304.59

One overnight allowance \$33.90

Total \$338.49

SINGLE TRAILER

~ EXPRESS ~

Villawood to Acacia Ridge (Qld)

Via Pacific Highway

923 km @ \$0.31 per km \$286.13

One overnight allowance \$33.90

Total \$320.03

B-DOUBLE CONFIGURATION

~ EXPRESS ~

Villawood – Clybucca (NSW) – Villawood

888 km @ \$0.31 per km \$275.28

One overnight allowance \$33.90

Total \$309.18

DRIVER TRIP RATES
New South Wales Based Driver

B-DOUBLE CONFIGURATION
~ EXPRESS ~

Murrurundi (NSW) to Rocklea (One Way)

674 km @ \$0.33 per km	\$222.42
One overnight allowance	\$33.90
Total	\$256.32

B-DOUBLE CONFIGURATION
~ EXPRESS ~

Rocklea (QLD) to Murrurundi (NSW) (One Way)

674 km @ \$0.33 per km	\$222.42
One overnight allowance	\$33.90
Total	\$256.32

B-DOUBLE CONFIGURATION
~ EXPRESS ~

Villawood to Murrurundi and Return

646 km @ \$0.33 per km	\$212.92
One overnight allowance	\$33.90
Total	\$246.82

DRIVER TRIP RATES
New South Wales Based Driver**B-DOUBLE CONFIGURATION**
~ EXPRESS ~***Villawood to Aeroplane and Return***

880 km @ \$0.33 per km	\$290.05
One overnight allowance	\$33.90
Total	\$323.95

B-DOUBLE CONFIGURATION
~ EXPRESS ~***Villawood to Sunshine (One Way)***

865 km @ \$0.33 per km	\$285.45
One overnight allowance	\$33.90
Total	\$319.35

B-DOUBLE CONFIGURATION
~ EXPRESS ~***Sunshine to Villawood NSW (One Way)***

865 km @ \$0.33 per km	\$285.45
One overnight allowance	\$33.90
Total	\$319.35



SCHEDULE 2

Effective 07.02.2005

DRIVER TRIP RATES

New South Wales Based Driver

B-DOUBLE CONFIGURATION

~ EXPRESS ~

Sunshine – Yass – Fyshwick – Goulburn – Villawood

(One Way)

948 km @ \$0.33 per km	\$312.84
One overnight allowance	\$33.90
Plus one drop Fyshwick	\$20.60
Total	\$367.34



DRIVER TRIP RATES
New South Wales Based Driver

B-DOUBLE CONFIGURATION

~ EXPRESS ~

Villawood to Adelaide (Elizabeth) via Hay

1451 km @ \$0.33 per km	\$478.83
One overnight allowance	\$33.90
Total	\$512.73

SINGLE TRAILER

~ EXPRESS ~

Villawood to Adelaide (Elizabeth) via Hay

1451 km @ \$0.31 per km	\$449.81
One overnight allowance	\$33.90
Total	\$483.71



SCHEDULE 2

Effective 07.02.2005

DRIVER TRIP RATES
Victorian Based Driver

B-DOUBLE CONFIGURATION

~ EXPRESS ~

Sunshine – Yass – Fyshwick – Goulburn – Villawood

(One Way)

948 km @ \$0.33 per km	\$312.84
One overnight allowance	\$33.90
Plus one drop Fyshwick	\$20.60
Total	\$367.34



SCHEDULE 2

Effective 07.02.2005

DRIVER TRIP RATES
Victoria Based Driver

B-DOUBLE CONFIGURATION
~ EXPRESS ~

Sunshine to Villawood NSW (One Way)

865 km @ \$0.33 per km	\$285.45
One overnight allowance	\$33.90
Total	\$319.35

B-DOUBLE CONFIGURATION
~ EXPRESS ~

Villawood NSW to Sunshine (One Way)

865 km @ \$0.33 per km	\$285.45
One overnight allowance	\$33.90
Total	\$319.35



SCHEDULE 2

Effective 07.02.2005

DRIVER TRIP RATES

Perth Based Driver

B-DOUBLE/TRIP CONFIGURATION

~ EXPRESS ~

Welshpool – Adelaide – Sydney – Adelaide – Welshpool

8334 km @ \$0.1957 per km (each driver)	\$1630.96
Six overnight allowances @ \$24.90 each	\$149.40
Total	\$1780.36

DRIVER TRIP RATES

New South Wales Based Driver

B-DOUBLE/TRIP CONFIGURATION

~ EXPRESS ~

Sydney – Adelaide – Welshpool – Adelaide – Sydney

8404 km @ \$0.1957 per km (each driver)	\$1644.66
Six overnight allowances @ \$33.90 each	\$203.40
Total	\$1848.06

DRIVER TRIP RATES
Queensland Based Driver

B-DOUBLE/TRIP CONFIGURATION
~ EXPRESS ~

Acacia Ridge QLD to Villawood NSW

Via Pacific Highway	
923 km @ \$0.33 per km	\$304.59
One overnight allowance	\$33.90
Total	\$338.49

B-DOUBLE/TRIP CONFIGURATION
~ EXPRESS ~

Rocklea to Murrurundi (One Way)

674 km @ \$0.33 per km	\$222.42
One overnight allowance	\$33.90
Total	\$256.32

B-DOUBLE CONFIGURATION
~ EXPRESS ~

Acacia Ridge – Clybucca – Acacia Ridge

902 km @ \$0.33 per km	\$297.66
One overnight allowance	\$33.90
Total	\$331.56