

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/65

TITLE: Patrick Autocare Transport (NSW) Enterprise Agreement 2003

I.R.C. NO: IRC3/1365

DATE APPROVED/COMMENCEMENT: 13 March 2003

TERM: 28 October 2004

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 2 May 2003

DATE TERMINATED:

NUMBER OF PAGES: 23

COVERAGE/DESCRIPTION OF

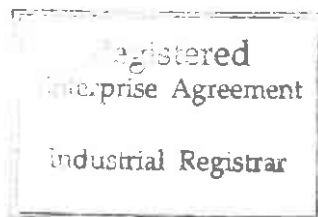
EMPLOYEES: Applies to employees of Patrick Autocare Pty Ltd engaged at the following sites who fall within the coverage of the Transport Industry (State) Award and the Transport Industry-Redundancy (State) Award:

43-49 Stennett Road, Ingleburn NSW 2565

Wharf 5, Hickson Road, Millers Point NSW 2000

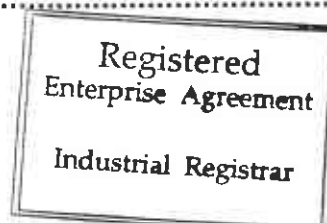
Glebe Island Motor Vehicle Terminal, Roberts Road, Rozelle NSW 2039

PARTIES: Patrick Autocare Pty Limited -&- the Transport Workers' Union of New South Wales



Patrick Autocare Transport (NSW) Enterprise Agreement 2003
TABLE OF CONTENTS

1. TITLE	3
2. PARTIES.....	3
3. SCOPE.....	3
4. RELATIONSHIP TO PARENT AWARD	3
5. TERM OF AGREEMENT	4
6. NO EXTRA CLAIMS CLAUSE	4
7. ANTI-DISCRIMINATION.....	4
8. CERTIFICATION AND OPERATION OF AGREEMENT.....	5
9. INTENT	5
10. ENTERPRISE EMPLOYMENT	7
11. UNIFORMS AND SAFETY EQUIPMENT	7
12. EMPLOYEE CONCERNS AND REPRESENTATION.....	8
13. COMMUNICATION AND PERFORMANCE REVIEWS	9
14. OCCUPATIONAL HEALTH AND SAFETY AND REHABILITATION..	9
15. TRAINING	11
16. CHANGE AND CONTINUOUS IMPROVEMENT.....	12
17. JOB MANNING AND WORK PRACTICES	13
18. REMUNERATION	13
19. SUPERANNUATION.....	14



20.	TERMINATION AND REDUNDANCY ARRANGEMENTS.....	14
21.	WORKING ARRANGEMENTS	14
22.	SIGNATORIES.....	15
	SCHEDULE 1 - AVOIDANCE OF DISPUTE PROCEDURE.....	16
	SCHEDULE 2 - DEFINITIONS:.....	18
	SCHEDULE 3 – REMUNERATION AND SHIFTWORK.....	19
	SCHEDULE 4 – BONUS INCENTIVE SCHEME	22



1. TITLE

This Agreement shall be referred to as the Patrick Autocare Transport (NSW) Enterprise Agreement 2003.

2. PARTIES

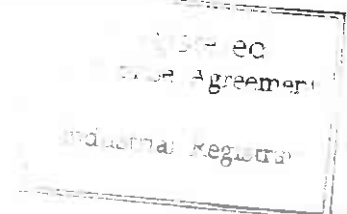
This Agreement is made between Patrick Autocare Pty Ltd ("Patrick" or "the Company") and the Transport Workers' Union of New South Wales ("TWU" or "the Union").

3. SCOPE

- 3.1. This Agreement will apply to all persons who are engaged by the Company at the following sites:
 - o 43- 49 Stennett Road, Ingleburn NSW 2565;
 - o Wharf 5, Hickson Road, Millers Point NSW 2000; and
 - o Glebe Island Motor Vehicle Terminal Roberts Rd, Rozelle NSW 2039.
- 3.2 The Company will issue a letter of appointment to those persons, specifying that the terms and conditions of employment are governed by this Agreement.
- 3.3 Nothing in this Agreement prevents Patrick from extending or curtailing its operation in or beyond those operations.
- 3.4 This Enterprise Agreement may not be varied other than in accordance with the provisions of the Act.
- 3.5 An employee of the Company shall perform any work as the Company may reasonably require including any function for which the employee is qualified including work of a higher or lower grade provided that the employee is remunerated in accordance with the Award and this Agreement.

4. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Transport Industry (State) Award and the Transport Industry – Redundancy (State) Award as in force at the time of commencement of this Agreement. In avoidance of any doubt, this Agreement excludes the application of any variations to those Awards made subsequent to the certification of this Agreement unless otherwise agreed between the



parties. To the extent of any inconsistencies between this Agreement and the provisions contained in the Awards, this Agreement shall prevail. Where the Agreement is silent on any matter, the terms and conditions of the Awards, where they would apply to that matter, shall prevail.

5. TERM OF AGREEMENT

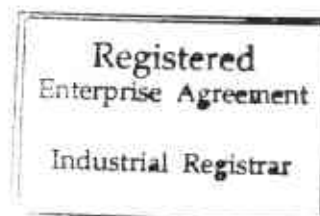
13 March 2003
This Agreement shall commence operation from ~~the first full pay period on or after the day on which it is approved by the Commission.~~ The nominal expiry date of the Agreement shall be 28 October, 2004.

6. NO EXTRA CLAIMS CLAUSE

- 6.1 This Agreement and attached Schedules shall provide a complete and final resolution of all claims relating to terms and conditions of employment for all employees employed under the terms of this Agreement.
- 6.2 It is a condition of this Agreement that the Union and the employees covered by this Agreement will not pursue any extra claims relating to wages, conditions of employment, or any other matters related to the employment relationship, whether dealt with in this Agreement or not.

7. ANTI-DISCRIMINATION

- 7.1 It is the intention of the parties bound by this agreement 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 race, sex, marital status, disability, homosexuality, transgender identity and age.
- 7.2 It follows that in fulfilling their obligations under the disputes 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 of operation, has a direct or indirect discriminatory effect.

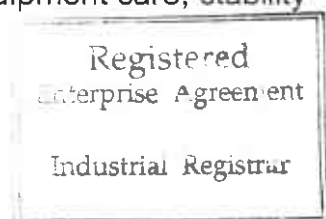


8. CERTIFICATION AND OPERATION OF AGREEMENT

- 8.1. Subject to the approval of the Commission, this Agreement shall be approved in accordance with the Industrial Relations Act 1996 (NSW).
- 8.2. Prior to implementation of this Agreement, the Company shall conduct pre-implementation discussions with all employees to ensure all employees are properly briefed and have a full understanding of its operation. There shall be no impediment to union attendance at these briefings.
- 8.3. Nothing in this Agreement shall impede the process of ongoing change to continuously improve the viability, efficiency and productivity of the Company.
- 8.4. Schedule 1 provides procedures for preventing and settling disputes between the parties. It is recognised by the parties and all employees covered by this Agreement that the Avoidance of Disputes Procedure requires that any matter must firstly be raised by the employee or his/her delegate/representative at job level with his/her manager prior to referral to the Union or corporate Company management. No matter shall be processed in accordance with the Avoidance of Disputes Procedure in Schedule 1 unless it has firstly been genuinely addressed at site level and thereafter still remains unresolved.

9. INTENT

- 9.1 It is the intent of all parties to continue a fundamental and ongoing reform to the Patrick employment arrangements and to encourage the development of world's best practice in all facets of the company's operations.
- 9.2 It is recognised by the Company that job security, career paths, potential high earning capacity, communication/employee involvement, cooperation, non discrimination, equal employment opportunity, equitable, transparent and safe employment arrangements and relationships are standards expected by employees and the Union which the Company will strive to achieve at all times.
- 9.3 The Company's employees have rights and responsibilities and nothing within this Agreement shall be taken to diminish these in any manner. It is recognised by the employees and the Union that the employees role is to strive to deliver at all times the highest possible level of productivity and efficiency, flexibility, cost-effectiveness, technology based expertise, equipment care, stability and reliability.



- 9.4 The Union and employees also recognise that economic cycles, volume changes, gains and losses of business, revenue and cost variations and sub-standard performance can seriously impact upon the ability of the Company to achieve the standards expected by employees.
- 9.5 Patrick management has rights and responsibilities and nothing within this Agreement shall be taken to diminish these in any manner. For the avoidance of doubt, the Company at any time may determine which positions, structures and work practices shall exist and the manner in which employees placed by the Company to those positions and structures carry out their duties.
- 9.6 The Company acknowledges that employees may choose to be represented by the Union and its Officers appointed in accordance with the Union's rules.
- 9.7 Patrick recognises the Transport Workers Union of New South Wales as the relevant union to provide coverage for the workplace/s covered by this Agreement. The Union and Patrick recognise and acknowledge the need for a continuing climate of mutual co-operation to maximise the benefits of the working and employment relationships.
- 9.8 Employees subject to this Agreement shall be advised of the Union's representation on the site. Upon commencement of employment, each employee will be given suitable induction for the position they are appointed to and will have access to discussions with the Union site delegate and Management.
- 9.9 Each employee shall have access to a copy of this Agreement, which will be maintained in hard copy at the workplace and where available, via the Intranet.
- 9.10 An employee may authorise the Company in writing to deduct membership fees for the Union from their weekly pay and Patrick will remit such fees directly to the Union. All employees, to whom this Agreement applies, may elect to be covered by a Sickness and Accident Income Protection Plan, approved by the Transport Workers Union of Australia. It is a term of this Agreement that the company will deduct the agreed amount from the gross weekly pay of each member and remit it to the nominated insurer to provide income protection.
- 9.11 Right of Entry and Inspection Powers under Act shall apply.
- 9.12 The Union may apply to the Company for paid leave for a delegate to attend training courses organised by Union with appropriate input from the Company. The Company shall not unreasonably withhold approval for such application whilst at the same time the Company reserves the right to withdraw from this arrangement should the

extent, frequency or content of such courses exceed levels or nature of courses prevailing at the time of making of this Agreement.

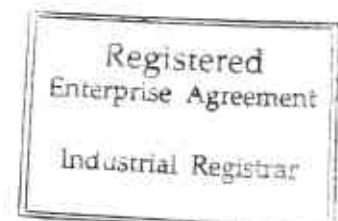
- 9.13 An employee shall be required to be familiar with and to observe at all times, various Company policies and procedures that shall be consistent with this Agreement. The Union and all employees shall be advised of any intended change to Company policies and procedures prior to such change taking effect. Any concern over the intended changed policies and/or procedures shall be progressed through the Avoidance of Disputes procedure contained in Schedule 1.

10. ENTERPRISE EMPLOYMENT

- 10.1 The Company may select and recruit, at its discretion, in accordance with Company policies and procedures, any person from within or outside the existing workforce/s to fill a vacancy.
- 10.2 The Company will apply demonstrably objective, competency based recruitment, promotion and selection criteria in all facets of recruitment and selection processes and procedures. Any vacant position shall firstly be advertised internally. Appointments shall be based upon skills, competencies, performance, experience and any other relevant criteria. Where appropriate, the Company may consult with appropriate senior operational staff in the recruitment process.
- 10.3 As envisaged in the award, an employee covered by this Agreement may be employed as either a full time, part time or casual employee.

11. UNIFORMS AND SAFETY EQUIPMENT

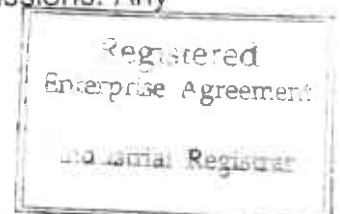
- 11.1 Each employee will be issued with and wear relevant company uniforms upon commencement of employment in a quantum established by the parties for each work area. Where uniforms have to be ordered they will be ordered upon an employees commencement and issued to the employee as soon as they become available. Any employee issued with company uniform must at all time whilst at work wear the uniform as prescribed by the company. Employees who fail to comply with this requirement will not be able to commence work until they comply with such.
- 11.2 It is the responsibility of each employee to clean and maintain all company supplied items.



- 11.3 Company supplied uniforms will be replaced on a fair wear and tear, one for one basis with employees being required to return any company supplied item in order to receive a new issue.
- 11.4 Clothing at all times remains the property of the Company and must be returned at the request of the company in a condition commensurate with reasonable wear and tear.
- 11.5 The Company shall supply, and employees shall utilise any safety equipment necessary for the performance of their duties. This includes items such as Safety Vests and Safety Footwear. These items will be replaced on a wear and tear, one for one basis.

12 EMPLOYEE CONCERNS AND REPRESENTATION

- 12.1 The Company acknowledges that an employee may choose to be represented by a Union delegate, a union official or by any other employee in dealing with workplace matters with the Company. The Union Branch Secretary shall advise the site manager in writing of the appointment of an employee as a delegate.
- 12.2 The Company recognises the right of the Union members to appoint employees of the Company as Delegates and the right of such employees to represent their fellow employees in the workplace. Such recognition is subject always to the employee concerned continuing to act in accordance with his/her contract of employment and the terms and conditions of this Agreement.
- 12.3 Subject to the process for bona fide safety issues as set out in sub-clause 13.4, such representation and discussions shall be held when necessary and with the approval of the Company at times that do not interfere with the normal operations of the Company. Unless otherwise agreed, the number of delegates or employee representatives involved in any such discussions shall not exceed two at any one time.
- 12.4 The delegate and/or employees shall always firstly attempt to resolve the issue with the immediate Manager. All Occupational Health and Safety. issues shall be raised and progressed in accordance with clause 14.
- 12.5 If the matter is still unresolved following those discussions, the Manager shall liaise with site management and make arrangements for further appropriate discussions whilst all employees (including the Delegate/Employee Representative) continue with normal duties.
- 12.6 Providing the application of the foregoing is conducted in good faith and observed at all times, there shall be no loss of pay of the Delegate/Employee Representative during such discussions. Any



dispute over the application of these arrangements shall be immediately processed in accordance with the Avoidance of Disputes Procedure set out in Schedule 1 of this Agreement.

13. COMMUNICATION AND PERFORMANCE REVIEWS

- 13.1. The Company shall establish a communication structure at each operation that each employee shall participate in. This will involve two separate processes. The first, an informal process, is to facilitate open discussion, consideration and understanding of Company activities and to enhance employee input into problem solving and decision-making processes. Secondly, employees shall be subject to ongoing individual performance evaluations and career planning reviews.
- 13.2. An employee shall be required to participate in performance appraisals conducted by Management. Such appraisals will be conducted with a view towards recognition of improved performance and/or to provide constructive and positive support such as additional training where areas for improvement are identified. Any concerns of an employee arising from and following such interviews may be further discussed in accordance with the provisions of sub-clauses 12.1 and 12.2 of this Agreement.
- 13.3. Reviews shall be objective, transparent and based on practicable and measured mechanisms to deliver competency and enhance career paths, promote productivity and understanding of company policies, job satisfaction and communication within the enterprise.
- 13.4. The Company shall establish with each employee a formal confidential performance evaluation and career-planning program designed to best suit the circumstances and requirements of each individual employee. Whilst formal periodic reviews will be incorporated into the program for each individual employee, it shall be sufficiently flexible to provide mutual opportunity for ongoing informal input, counselling and review at any time.

14. OCCUPATIONAL HEALTH AND SAFETY AND REHABILITATION

- 14.1. Consistent with the general intention of this Agreement to facilitate and encourage the development of world's best practice in all facets of the Company's operations, all parties are committed to continuous improvement in occupational health and safety standards in the workplace.

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- 14.2. In meeting these objectives, the parties have agreed to consider a broad agenda through the consultative processes established by this Agreement. Such an agenda will include:
- 14.2.1 Continuous review of work and management practices affecting the inter-relationship between efficiency, productivity and health and safety in the workplace.
 - 14.2.2 Measures designed to increase efficiency that ensure safe and healthy operations and increased job satisfaction.
 - 14.2.3 Training issues including hazard specific and health and safety systems training.
 - 14.2.4 Management of occupational health and safety through a comprehensive approach that aims to control hazards at source, reduce the incidence and costs of occupational injuries and illnesses and to provide a rehabilitation system for injuries and illnesses that have occurred.
- 14.3. Consultative mechanisms will be maintained to address occupational health and safety issues:
- 14.3.1 The election of employee health and safety representatives to represent their fellow employees in respect of OHS matters; and
 - 14.3.2 An Occupational Health and Safety Committee shall exist and operate in accordance with the Occupational health and Safety Act 2000 (NSW).
- 14.4. In addition to ensuring compliance with Occupational health and Safety legislation and the Company's Safety Policies and Procedures, it is the intention of all parties to this Agreement to implement the best achievable level of health and safety within the Company's operations. Accordingly, should changes to occupational health and safety practices be considered necessary, such issues will be referred to the Occupational Health and Safety Committee for consideration and recommendation to Company Management.
- 14.5. The Company shall take immediate appropriate steps to introduce, within three months, a competency based Blue Card Induction Program for all existing and future employees and contractors.
- 14.6. The Company shall utilise a licensed Blue Card Training Provider, resourced by it from such internal or external resources as it considers most appropriate.
- 14.7. Accredited OH&S training shall be maintained for members of the Occupational Health and Safety Committee.

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- 14.8. The parties understand and accept the chain of responsibility for safe working practices. The Company shall observe all statutory regulations in this regard at all times.
- 14.9. The possession of, partaking of, or being under the influence of alcohol or non-prescriptive drugs is not permitted during working time, including meal breaks. All employees shall comply with Pthe Company's Drug and Alcohol Policies and Procedures including relevant testing.

15. TRAINING

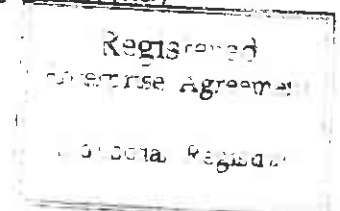
- 15.1. Where the Company requires an employee to obtain a licence, trade certificate or other qualification, the Company shall pay the normal costs of such licence, trades certificate or qualification.
- 15.2. The Company may appoint either management or external workplace assessors.
- 15.3. All employees shall be available to undertake any training as required by the Company and to induct other persons in the use of company equipment when required by the Company. All training will take place in accordance with operational requirements as determined by the Company and the Company shall, for all training, have the right to determine who is trained. Training may be performed by Company personnel as part of their normal work. Training hours shall be treated as ordinary worked hours for rostering purposes.
- 15.4. Employees undertaking company initiated voluntary training outside normal working hours will be paid at ordinary rates of pay.
- 15.5. Training will be provided as determined by the Company and may include suitably qualified external or employee trainers. Employees may elect to attend additional training courses, as approved by the Company, conducted by an external organisation during "out of hours" periods or through the taking of accrued leave entitlements.
- 15.6. The intent of the Company is to enable each employee to contribute in accordance with operational requirements towards the improved efficiency, reliability and competitiveness of the Company's operations and to realise their career potential, consistent with operational requirements.
- 15.7. Patrick will provide vocational training for employees that is consistent with the relevant Industry Training Package and will continue to develop and deploy other training in accordance with operational requirements.
- 15.8. Competency based training and education, including related processes such as the use of standards and assessment may be

utilised for a variety of purposes, including selection and recruitment, entry level training, skill enhancement, skill refreshment or re-assessment, promotional opportunities and the formal recognition of skills previously obtained but not recognised for new and existing employees.

- 15.9. Competency based training involves both structured training and practical work experience to obtain full competency and proficiency and may be delivered in the classroom or on the job, or through a combination of both. The Company may, at its discretion, develop or maintain qualified workplace trainers and assessors.
- 15.10. As part of their normal duties, experienced employees may be required to assist in the training of others by monitoring and coaching their work during the gaining of practical experience. The Company may utilise external registered training organisations and/or qualified training personnel as required.
- 15.11. Vocational training and education may be offered to employees as part of a formal training plan determined by the Company relative to operational requirements or on application by an employee. In determining access to workplace training the Company will have regard to the principles of fairness and equity. In all cases, the Company shall have the right to determine who is trained and to what extent.

16. CHANGE AND CONTINUOUS IMPROVEMENT

- 16.1. The parties are committed to pursue all opportunities to adopt the world's best practices through modern technology and continuous improvement to all aspects of Company operations.
- 16.2. The Company having made a decision that it intends to proceed with any significant change shall advise the Union and employees of the nature of the change, the reason for it, the timing of it, and any other relevant information. The Company shall comply with the provisions of the Occupational Health and Safety Act 2000 (NSW). The Company shall consider any views or advice from the Union or employees in relation to the proposed change. However, this consultation shall not give cause for any delay to the implementation of the change nor shall there be any obligation on the Company to obtain the Agreement of the Union or employees to change.
- 16.3. Where, subject to the provisions of this clause, the Company exercises its rights to implement significant change in the workplace and the employees and the Union disagree with that decision and implementation of the change, subject to there being no stoppage of work or rejection of implementation of the change, the Union may



refer the matter in dispute to the Commission in accordance with the Avoidance of Disputes Procedure set out in Schedule 1 of this Agreement.

17. JOB MANNING AND WORK PRACTICES

- 17.1. The Company shall determine levels of staffing, daily manning, equipment and methods of operation which may be varied from time to time by the Company to reflect changes consistent with safe work practices, improved technology, and new types of machinery or systems or for any other reason.

18. REMUNERATION

- 18.1 Employees shall work and be paid as seven day shift workers in accordance with the award and as set out in Schedule 3.
- 18.2 Employees shall be paid a bonus/incentive as set out in Schedule 4.
- 18.3 The parties shall review the performance of the bonus/incentive scheme after three months operation.
- 18.4 In addition to the foregoing, each full time employee shall be paid retrospectivity on the rates of pay in Schedule 3 to 28 October, 2002 based on all hours worked.
- 18.5 Meal allowances shall be increased to \$10.00 upon implementation of this Agreement.
- 18.6 Payment for all employees will be made weekly into a nominated financial institution. Payment will be made on the same day each week except in weeks commencing with a Monday public holiday for pay staff in which case payment shall be effected one day later than normal. Where practicable, pay advice shall be issued to the employee on the same day that bank transfer of wages occurs.
- 18.7 An employee may nominate a fixed amount of his/her payment to be deposited each week into one account with the balance deposited into another such account. Such election for a two-account structure and the amount of deduction may not be altered, once made, for a period of 12 months unless otherwise agreed.
- 18.8 Employees may designate a portion of their salary (excluding past accrued entitlements), which shall be paid directly into their superannuation scheme as a voluntary contribution, in accordance with relevant legislative arrangements. An employee shall make an election on 1 July each year on how they wish the annual benefit to be allocated. The election shall take effect on or about 10 September each year and shall remain in force for a 12-month period, unless otherwise agreed.

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19. SUPERANNUATION

- 19.1 Superannuation will be paid in accordance with the Superannuation Guarantee Scheme.
- 19.2 The agreed superannuation funds are:
- ASGARD Employee Superannuation Account
 - TWU Superannuation Fund

20. TERMINATION AND REDUNDANCY ARRANGEMENTS

- 20.1 Existing full time employees at the time of the making of this Agreement shall continue to be entitled to the following Termination and Redundancy arrangements:
1. Six weeks pay in lieu of notice
 2. Three weeks pay per year of service or part thereof
 3. Sick Leave to be paid out to a maximum of two weeks pay
 4. After one year actual service with the Company, the Company will pay Long Service entitlement on redundancy only
 5. Minimum payment of service is 3 years (for redundancy only)
 6. Any accrued annual leave plus 25% loading to be paid out on redundancy
- 20.2 Employees commencing after the date this Agreement comes into operation, will be entitled to the Award provisions relating to Termination and Redundancy only.

21. WORKING ARRANGEMENTS

- 21.1. The timing and taking of meal and rest breaks shall be arranged between each employee and management in a manner designed to maximise productivity.

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22. SIGNATORIES

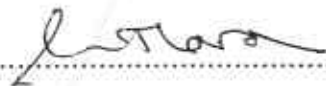
Signed for and on behalf of: TRANSPORT WORKERS' UNION OF NEW SOUTH WALES



.....


.....
(Witness)

Date 12.3.03

PATRICK AUTOCARE PTY LTD


.....

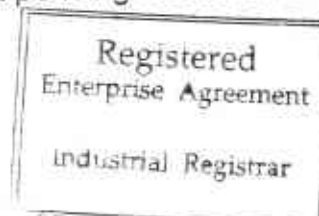

.....
(Witness)

Date

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SCHEDULE 1 - AVOIDANCE OF DISPUTE PROCEDURE

- a. Subject to the provisions of the NSW Industrial Relations Act 1996, the following mechanism and procedure must be used for the resolution of any dispute (including potential dispute) arising in the workplace:
- b. Disputes between an employee and the employer in respect of any employment matter. The procedure applies to a single employee or to any number of employees.
- c. The parties agree that it is in the interest of all parties to resolve disputes and grievances in the most timely and efficient manner possible. It is therefore agreed that as soon as is practicable after the dispute or claim has arisen, the employee/s will refer the issue directly to their immediate supervisor, affording them reasonable opportunity to remedy the dispute or claim.
- d. If the matter remains unresolved, or is of such a nature that a direct discussion between the employee/s and their immediate supervisor would be inappropriate, the employee will refer the matter to the next level of supervision or management as appropriate.
- e. If the matter remains unresolved at this stage the employee may seek assistance in resolving the matter from a delegate of the Union or a representative of their choice. The employee and their representative should take the matter up directly with the appropriate level of management.
- f. A reasonable time frame will be permitted for management to investigate the matter and respond to the employee/s, and unless a valid reason exists to do otherwise, an initial response shall be provided within forty-eight hours of the matter being raised in (e) above.
- g. If after discussion between Patrick and the employee/s and their representative, the matter remains unresolved after the parties have genuinely attempted to achieve a resolution, either party may refer the matter to the Commission .
- h. Pending the completion of the procedure set out in this clause, work shall continue in accordance with this Agreement without interruption. When a dispute arises over the lawful exercise by the Company of management discretion and is not at variance with a clearly expressed and acknowledged Agreement, pending resolution of the matter, work shall continue in accordance with this Agreement, contracts of employment and the direction of the Company. Where the above does not apply, the status quo will apply in accordance with any clearly expressed and acknowledged Agreement pending resolution of the matter.



- i. Discussions at any stage of this procedure will not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it take a reasonable period of time for the appropriate response to be made.

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SCHEDULE 2 - DEFINITIONS:

In this Agreement:

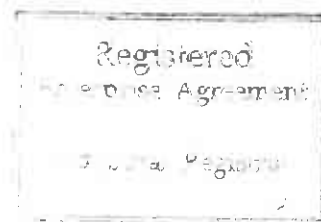
"Act" means the Industrial Relations Act 1996 (NSW)

"Award" means the Transport Industry (State) Award and/or the Transport Industry – Redundancy (State) Award.

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

"Commission" means the New South Wales Industrial Relations Commission

"Company" means Patrick Autocare Pty Ltd.



SCHEDULE 3 – REMUNERATION AND SHIFTWORK

WEEK	MON	TUE	WED	THUR	FRI	SAT	SUN
1	lrr	lrr	lrr	lrr	lrr	lrr	lrr
2	lrr	lrr	lrr	lrr	lrr	lrr	lrr
3	lrr	lrr	lrr	lrr	lrr	lrr	lrr
4	lrr	lrr	lrr	lrr	lrr	lrr	lrr

1. Each employee shall, over each 4 week cycle, be available to work the equivalent of a weekly average of 5 days on, Monday to Sunday, and be duty free for a weekly average of 2 days off, i.e. 20 rostered days on and 8 duty free days off.
2. Each normal rostered on day shall be of 8 hours duration including 0.4 hours accrual toward a rostered day off in accordance with the Award.
3. Irrespective of the number of 8 hour rostered on shifts actually worked each cycle in 2 above, or the amount of any paid leave taken, the Company shall provide each employee on roster with an entitlement to a guaranteed 1 rostered day off each cycle in addition to the 8 duty free days in 1 above. In each cycle therefore, the number of rostered on days shall reduce to 19 and the number of duty free days shall increase to 9.
4. In advance of each 4 week cycle, an employee may, if he/she so desires, nominate 6 days as duty free days and shall be granted such time off provided the nomination does not exceed 25% of any same weekday or 50% of Saturdays and 50% of Sundays. In the event too many people nominate for the same period of time off, the Company, in conjunction with employee representatives, shall resolve the excess by way of ballot.
5. Nominations in accordance with 4 above shall be accepted by the Company providing further that no more than 3 days off are nominated in any 2 week period. The 3 days off each fortnight must be spread over the two weeks and not all taken in one 7 day period. As a general guideline in normal circumstances, 2 of those 3 days may be taken consecutively but not all 3 unless agreed by the Company and providing such taking does not create an otherwise avoidable loss of availability e.g. compliance with the Traffic Act 1909 and the Motor Traffic Regulations 1935.
6. The granting of nominations in accordance with 4 above shall also be subject to ensuring that sufficient employees overall remain available for work on any day. In this regard a maximum of 25% of

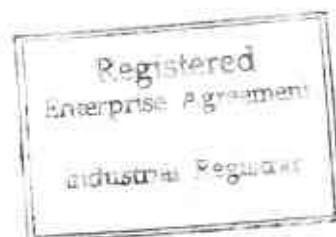


the workforce may nominate and be granted the same day off on weekdays (including public holidays) whilst on weekend days this may rise to 50%.

7. Subject to items 3, 4 and 5 above, the Company shall advise each employee as to which days are to be taken off for the remaining 3 duty free days of entitlement (or any other remaining duty free day of entitlement not nominated in advance of the cycle).
8. Wherever possible this advice by the Company shall be given on the preceding day or in the case of weekend days, by no later than start of previous shift. Special subject to confirmation arrangements shall apply in respect to Sunday working and day off arrangements.
9. Whilst shifts shall normally be of 8 hours duration, employees undertake to work at all times, when requested, a minimum of up to 2 additional hours (overtime) per shift.
10. Employees may elect to work overtime, if required, on any duty free day, Monday to Sunday, but shall not be forced to do so against their will. A 4-hour minimum overtime period and overtime rates in accordance with the award shall apply as set out in item 14 hereafter.
11. Employees shall not be forced to work more than six consecutive rostered shifts.
12. Employees covered by the Agreement and this roster in Sydney shall receive an additional week of annual leave each year in accordance with the Award sub-clause 17.4.1.1.
13. Start times and span of hours shall be in accordance with the Award.
14. A separate roster shall apply for each of the four existing roster categories and the foregoing guidelines shall apply separately to each. Each employee shall be given a copy of the roster in advance of commencement of the roster.
15. Irrespective of the number of rostered shifts worked in any week, an employee shall be paid a minimum weekly base wage of \$665.00 per week plus any other additional shift percentages, overtime, relevant award allowances, leave loadings and bonus payments attributable to that week less any deductions for periods where an entitlement to payment did not exist.
16. Consultation meetings between management and day and night shift employees will be held at quarterly intervals to monitor the roster system, allocation of work and allocation of overtime.
17. The following table sets out the additional 8 and 10-hour payments for rostered/overtime shifts above the base weekly \$665.00 and for overtime shifts on duty free days.

Registered
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	8 HOUR SHIFTS			10 HOUR SHIFTS		
	Day \$	Afternoon \$	Night \$	Day \$	Afternoon \$	Night \$
ROSTERED ON (7.6 hour base)						
Monday to Friday	base 133.00	23.28	39.90	52.50	75.75	92.40
Saturday	66.50	66.50	66.50	136.50	136.50	136.50
Sunday	133.00	133.00	133.00	203.00	203.00	203.00
OVERTIME SHIFTS (8 hour base)						
Monday to Friday	262.50	262.50	262.50	332.50	332.50	332.50
Saturday	262.50	280.00	280.00	332.50	350.00	350.00
Sunday	280.00	280.00	280.00	350.00	350.00	350.00



SCHEDULE 4 – BONUS INCENTIVE SCHEME

Points Baseline	22	24	25	25	26	26	26
Capacity	8	7	6	5	4	3	2

Trips	Zone	1	2	3	4	5	6	7
		Up to 8 KLM	> 8 - 16	> 16 - 24	> 24 - 32	> 32	Gosford/W.gong	N/castle Nowra
1		4.5	5	5.5	6	6.5	8	10
2		9	10	11	12	13	16	20
3		13.5	15	16.5	18	19.5	24	30
4		18	20	22	24	26	32	40
5		22.5	25	27.5	30	32.5	40	50
6		27	30	33	36	39	48	60
7		31.5	35	38.5	42	45.5	56	70
8		36	40	44	48	52	64	80
9		40.5	45	49.5	54	58.5	72	90
10		45	50	55	60	65	80	100

Bonus per point

\$10.00

Points	Base	Capacity	8	7	6	5	4	3	2
		22	24	25	25	26	26	26	28
23		\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24		\$ 20.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25		\$ 30.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26		\$ 40.00	\$ 20.00	\$ 10.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -
27		\$ 50.00	\$ 30.00	\$ 20.00	\$ 20.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
28		\$ 60.00	\$ 40.00	\$ 30.00	\$ 30.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
29		\$ 70.00	\$ 50.00	\$ 40.00	\$ 40.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
30		\$ 80.00	\$ 60.00	\$ 50.00	\$ 50.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
31		\$ 90.00	\$ 70.00	\$ 60.00	\$ 60.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
32		\$ 100.00	\$ 80.00	\$ 70.00	\$ 70.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
33		\$ 110.00	\$ 90.00	\$ 80.00	\$ 80.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
34		\$ 120.00	\$ 100.00	\$ 90.00	\$ 90.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
35		\$ 130.00	\$ 10.00	\$ 100.00	\$ 100.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00

- Total bonus points are calculated weekly against the drivers daily performance above the baseline points per day required for trucks in each capacity. Payment shall be made the following week

2018-01-23
2018-01-23
2018-01-23

- An additional point will accrue for each additional pick up or delivery provided a full load is involved, and a single pick up back to the depot will not count as a load but will attract 1 point per pick up.

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