

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/121

**TITLE: E. Murphy & Sons Pty Ltd Transport Enterprise Agreement
(NSW) 2003**

I.R.C. NO: IRC3/7048

DATE APPROVED/COMMENCEMENT: 3 March 2004

TERM: 28 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/314

GAZETTAL REFERENCE: 18 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees engaged by E.Murphy & Sons Pty Ltd located at 49 - 57 Percival Road Smithfield NSW 2164 engaged in the classifications of Drivers who fall within the coverage of Transport Industry (State) Award.

PARTIES: E. Murphy & Sons Pty Ltd -&- the Transport Workers' Union of New South Wales

E. MURPHY & SONS PTY. LTD. TRANSPORT ENTERPRISE AGREEMENT (NSW) 2003

1. Title

This Agreement shall be known as E Murphy & Sons Pty Ltd Transport Enterprise Agreement (NSW) 2003.

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3. Parties Bound

This Agreement shall be binding on The Transport Workers' Union of New South Wales (the "Union"), its officers and members and E Murphy & Sons Pty Ltd (the "Company") and the employees of E Murphy & Sons Pty Ltd located at Percival Street, Smithfield, New South Wales, who are required to perform work covered by this Agreement, including new employees engaged during the term of this Agreement.

4. Date and Period of Operation

This Agreement commences to operate on the date of approval by the Industrial Relations Commission of New South Wales and will remain in operation until 30th June 2006. Further, this Agreement will remain in force until replaced by a new agreement.

5. Parent Award and Scope

- (a) This Agreement shall be read in conjunction with the Transport Industry (State) Award (the "Award") (and all variations thereto). Where there is any inconsistency between this Agreement and the parent Award, this Agreement shall take precedence.
- (b) This Agreement applies only in respect of employees engaged by the Company in New South Wales under the Transport Industry (State) Award.

6. Review of Agreement

- (a) At a time no later than 3 months before the expiry of this Agreement, the Consultative Committee should start meeting on a regular basis with the aim being to have a new enterprise agreement negotiated and agreed to and in place at the expiry of this Agreement. The parties commit, during that renegotiation period, to meet as regularly as possible (at least once a week if necessary), to ensure that a new Agreement is in place.
- (b) The Company accepts that employees should be afforded the opportunity to meet and discuss any future enterprise agreements to succeed this Agreement. The granting of paid time by the Company for this purpose will be subject to the following requirements:
 - (i) Seven (7) days written notice of an intention to convene a meeting is to be given by employees and/or the union;
 - (ii) Unless otherwise agreed, meetings are to be held at 5am;
 - (iii) There is to be a minimum two week gap between meetings;
 - (iv) Any paid meeting will require the prior approval of the Company.

7. No Disadvantage

- (a) The parties recognise that this Agreement increases flexibility in employment. Where this Agreement provides for a reduction in any entitlement under the Award, the parties recognise that the Agreement compensates for this and accordingly, the employees are not disadvantaged.

- (b) It is a term of this Agreement that, while this Agreement remains in force, employees covered by the terms of this Agreement and future employees covered by this Agreement will continue to enjoy conditions of employment and rates of pay which, on balance, are overall no less favourable than the Award as at the time of approval of this Agreement.

7A. Anti-Discrimination

- (a) It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) 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 award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) 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.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) 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.
- (f) NOTES:
 - (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

8. Recognition

- (a) Subject to the provisions of the *Industrial Relations Act 1996* (NSW) (the "Act") and the terms of this Agreement, the Company recognises the Union as a registered organisation of employees able to represent them under the Act and the industrial interests of its employees governed by this Agreement.
- (b) The purpose of this Company's business is to make a profit which is derived from the provision of satisfactory service to customers. The Union and the Company's employees recognise that it is the employee's primary duty to perform their assigned tasks safely, expeditiously and efficiently to enable the Company to achieve its purpose, and that only by doing so can the jobs and benefits provided by the Company be perpetuated and secured.

- (c) This Agreement commits the Company, the Union and employees to providing flexible, efficient and productive service and to applying principles of continuous improvement. The purpose of this approach is to achieve the delivery of excellence while building and maintaining long-term partnerships with customers and developing and enhancing the Company's position within the market, resulting in the long-term viability of the Company and long-term security and benefits for all employees.
- (d) The Company and the Union agree they will administer this Agreement in accordance with the true intention of its terms and that they will give each other full co-operation in order that harmonious relations may exist and be maintained in the interests of the Company, its employees and the Union.
- (e) The Company retains the right to manage its business at all times in any way it deems appropriate. The Company will not seek from its employees something which is unreasonable or unjust. Where practicable, the Company will make every effort to maintain the employment security of its employees and to ensure that employees remain gainfully employed.

9. Wages Classifications and Career Path

- (a) Employees shall receive the nominated increases in their rate of pay as set out in accordance with the timetable specified in Schedule A, Schedule B and Schedule C of this Agreement.
- (b) The Company intends that employees take greater responsibility for the performance of all their work duties and encourages employees to develop their skills and progress through a career path in their employment. Promotion from one classification to another will be based on the acquisition of clearly defined skill competency levels, vacancy, merit and the employees' demonstrated ability to take responsibility for their work duties.

10. Superannuation

- (a) The increased rates of pay provided by this Agreement include the increase in employer contributions to superannuation that must be paid under the *Superannuation Guarantee (Administration) Act*. Compulsory Superannuation contributions are regarded by the Company as part of the total remuneration of employees.
- (b) Subject to any requirements of legislation relating to superannuation, the requisite employer contributions will be directed into the nominated fund. The nominated fund for the purpose of this clause shall be the Transport Workers Union Superannuation Fund.

11. Overtime

- (a) the Company May Require Employees to Work Reasonable Overtime, Including Weekends, and Employees Shall Work in Accordance With Such a Requirement.
- (b) Subject to Clause 7 of the Award, the Company is not required to provide any employee with either a means of transport to his or her home after working overtime or any payment for the time reasonably occupied by the employee in reaching his or her home.
- (c) The first hour of overtime spent on unproductive work, such as washing and maintenance, will be paid at the ordinary rate of pay without any penalty rate applying. Any overtime on unproductive work beyond one hour, will be paid at the rate of time and one half for the second and third hours, and double time thereafter.

12. Call Back

- (a) Employees recalled to work after leaving the Company's depot, (whether notified before or after leaving the depot), shall be paid at the appropriate rate of pay for as long as it takes them to complete the required work. No minimum payment or minimum number of hours of work will be provided to employees in these circumstances. Where the employee has already worked more than their ordinary hours, they will be paid for the work at normal overtime rates.

- (b) Employees having been notified, and required to hold themselves in readiness for a call back to work after ordinary hours, shall not be entitled to any additional payment for time whilst not actually working.

13. No Extra Claims

- (a) It is a term of this Agreement that the Union will not pursue any extra claims for the duration of this Agreement and that any State Wage Case and National Wage Case variations will be absorbed in the wage increases determined by this Agreement.
- (b) The parties commit to the use of Clause 44 - Settlement of Disputes for any dispute that may arise during the term of this Agreement.

14. Payment of Wages

- (a) Employees' wages are to be paid by means of Electronic Funds Transfer (direct bank deposit).
- (b) Employees will not be entitled to the late payment penalties provided by Clause 12.7 of the Award.

15. Hours of Work

The provisions of Clause 3 - Hours of Employment of the Award shall apply.

16. Flexible Starting Times

- (a) The parties agree that where the customer's requirements must be adhered to, the need for flexible starting times is important.
- (b) An employee's normal starting time may be varied by mutual agreement on a day to day basis. The Company is entitled to utilise the full span of ordinary working hours provided for in the Award i.e. starting times may range between 5.00 am and 9.30am, provided that the starting time of any one employee may not have a span of variation of more than two hours in any working week.

17. Rostered Days Off

- (a) Employees may accrue up to a total of 12 rostered days off per year; and
- (b) Those days not taken will be paid out by the Company, either at its discretion, in conjunction with annual leave or on the application of an employee.

18. Meal Times

- (a) To meet the needs of customers and to ensure maximum truck utilisation, employees agree to restrict their meal breaks to 30 minutes, to be taken at a time convenient to both the Company and the employees.
- (b) An employee must take a meal break in any of the following situations:
 - (i) At the normal lunch time (around noon);
 - (ii) While spending time in a truck queue at the customer's premises when no active work is requested to be undertaken;
 - (iii) Whilst the employee is waiting to load or unload the vehicle and no active work is requested to be undertaken; or
 - (iv) At such time which is otherwise required by the laws relating to driving hours.

- (c) An employee who starts prior to 5.00 am may take the 30 minutes meal break at a convenient time of day, outside the span otherwise permitted by the Award or this Agreement, but in these circumstances shall be allowed a morning tea break of 15 minutes at an operationally convenient time.
- (d) Meal monies will only be paid if the employee works in excess of 10 hours work on any given day or shift.

19. Crib Breaks

No payment will be due for any crib breaks taken by employees.

20. Multiskilling

- (a) The engagement of an employee in a particular classification or job does not in any way limit the tasks which the employee may be asked to perform by the Company. An employee may be required to perform at any stage any function or job so long as the employee is competent to perform that function or job. This work may be outside the employee's usual range of work. There shall be no barrier to the range of functions or job which the employee may be asked to perform.
- (b) Where an employee is required to perform work in two or more classes of work during any one day or shift, the rate of pay applicable to the higher function will apply to all the hours worked during that day or shift.

21. Training

- (a) The enhancement and acquisition of work-related skills through appropriate training, both in-house and external, is an important component of any employee's career development and overall work performance.
- (b) This clause establishes the basis and conditions upon which employees may undertake training required to provide for the enhancement and development of work-related skills necessary to facilitate career development and improve overall work performance.
- (c) The parties to this Agreement recognise that training provides a long term benefit to both the individual employee and the Company. Through training, the individual employee has the ability to enhance skills development providing him/her with career development opportunities not only within the Company but also outside in the wider community. Whilst recognising these benefits of training, the parties accept that individual employees have the right to determine whether they participate in training.
- (d) The Company will pay the cost of any work related training program which has been approved by the Company.
- (e) New employees will be shown the relevant procedures and introduced to Company and Union personnel as part of their job familiarisation. Vehicle orientation will also be provided where appropriate.
- (f) Where training is held on a Saturday, or outside normal hours the first four hours are to be paid at ordinary time rate of pay.
- (g) Employees may be required to participate in up to sixteen hours of training in any 12 month period.

22. Use of Technology

- (a) The parties to this Agreement recognise the need to keep pace with technological improvements and innovations.
- (b) The Company may equip some vehicles with mobile communications, data transmission and computer equipment.

- (c) The employees must comply with the Company's lawful directions (eg. phones when operated in vehicles must only be used in hands free mode) and any other legal requirements in the use and operation of such equipment.
- (d) In circumstances where an employee's monthly mobile phone account exceeds a reasonable amount (taking into account the vehicle type and work performed) then the matter shall be discussed with the employee and any amount which is considered excessive shall be reimbursed by the employee to the Company.
- (e) Each employee will have responsibility for the security of the equipment in his vehicle. In the case of portable or removable equipment, the units must be removed from the vehicle at all times while the vehicle is left unattended.
- (f) If the equipment is lost, stolen or damaged as a result of any misconduct or negligent act or omission of the employee or any failure to follow Company procedures relating to the security of the equipment, the driver will be liable for the cost of replacement. The Company will replace the missing unit and a deduction for the cost will be arranged with the employee and may be paid on a weekly basis or as an offset against entitlements.
- (g) Where necessary, the Company will provide appropriate training to employees for the use of new technology and equipment which is implemented from time to time.

23. Paperwork Required

- (a) Each employee must:
 - (i) submit to the Company at the end of the employee's day or shift a correctly completed and legible worksheet;
 - (ii) submit to the Company at the end of the employee's day or shift a correctly completed and legible delivery docket for each individual delivery made by the employee during that day or shift;

in accordance with the Company's policies and procedures in this regard. Failure to submit correctly completed and legible worksheets can result in written warnings or suspension of employment.
- (b) The Company may impose a fine on each employee for each incidence of incorrect paperwork, including but not limited to (see schedule C):
 - (i) misplaced or unsigned dockets;
 - (ii) not attaching all paperwork; and
 - (iii) not filling in all paperwork .

All monies collected pursuant to this clause will be donated by the Company to the "Convoy for Kids" campaign or any other appropriate charity as agreed between the Union and the Company.

24. Licence Requirements

- (a) Each employee with designated driving duties must hold at all times the necessary licence for the work to be performed. Employees are to carry that licence with them at all times during working hours.
- (b) Further, it is a term of this Agreement that at least one store person will take the necessary steps to acquire and hold a heavy vehicle licence.

25. Vehicle Tyres

Each employee will be responsible for checking the pressure, irregular or uneven wear and general condition of tyres of his or her vehicle and reporting to the Company immediately any tyres which appear to be unroadworthy.

26. Vehicle Cleaning

- (a) The parties agree that it is an important part of the employee's job function to ensure that the Company presents itself well to customers and the general public at all times.
- (b) Both the exterior and the interior of the vehicle allocated to the employee should be clean, neat and tidy. Items that fall into disrepair should be reported to the Operations or Equipment Supervisor.
- (c) The employee's responsibility includes:
 - (i) cleaning the truck normally allocated to him or her at least once per fortnight. This may involve, where necessary, the driver washing and cleaning the truck outside ordinary hours; and
 - (ii) ensuring that the cabin of the vehicle is left in a respectable manner at the end of the day or shift.
 - (iii) Ensuring that the trailer interior is regularly swept, washed, steamed or cleaned and maintained in accordance with HACCP regulations for food grade presentations and customer requirements.
- (d) This clause gives the specific recognition to the customer service requirement under AS3902 for presentation of clean vehicles.

27. Sealing of Loads

Where vehicles require sealing it is the responsibility of the employee to ensure that the load is sealed before leaving the clients premises.

28. Registrations and E-Tags (Tolls)

- (a) Each employee is to check their vehicles for:
 - (i) current registration. If the vehicle is not registered or does not have a current sticker it is to be reported to a supervisor immediately; and
 - (ii) either e-tags or the like devices for tollways that are to be travelled on. If an e-tag is not present it is to be reported to a supervisor immediately.
- (b) Neglect to adequately check may result in fines being payable by the employee.

29. Uniforms

Where an employee is supplied with uniforms by the company the employee is required to wear the uniform.

30. Passengers

An employee must not carry any passenger in a company vehicle unless they have first obtained approval from the Company or the operations manager in charge at the time.

31. No Smoking Inside Vehicle

Smoking inside the cabin of the vehicle is prohibited at all times.

32. Performance Indicators

- (a) The parties to this Agreement recognise the need to identify some basic performance indicators to ensure the thrust of the Agreement towards continuous improvement. The following are identified but not limited to:

Work Related injuries

Absenteeism

At Fault Accident rate

Fuel economy

Customer complaints/satisfaction

Freight damage levels

Responsibility taken for performance of duties.

- (b) Depending on the successful implementation of this clause the parties will consider developing a suitable scheme to share additional gains made.

33. Annual Leave

Employees and the Company agree to co-operate with the formation of an annual leave program to assist the Company to service customer needs and maximise truck utilisation while giving the employees reasonable certainty about the timing of leave.

34. Sick Leave

An employee unable to attend for work due to illness is required to report his or her illness to the Company at the earliest opportunity and in any event where practical prior to the employee's normal commencing time or as soon as possible thereafter.

35. Company Policies and Procedures

- (a) The employees agree to comply with the terms of all the Company's policies and procedures, and in particular the policies and procedures relating to the following matters:

Loading and Unloading of Vehicles (including Weight Limits and Distribution)

Vehicle Problems and Notification of Breakdowns

Liquor and Drugs

Accident and Incident Reporting

Equipment and Safety

The policies and procedures will be developed and amended by the Company from time to time in consultation with employees. Where necessary the Company may also seek assistance from other relevant parties, both internal and external to the Company.

36. Probation Period for New Employees

- (a) Persons commencing employment with the Company after this Agreement becomes operative shall be employed on probation for the first three months. During this period, probationary employees will be paid at the casual rate applicable to this Agreement.

- (b) A person employed on probation may resign or have his or her employment terminated without notice at any time by the Company within the probationary period. If at the conclusion of the probation period the employee has not resigned or had his or her employment terminated, the employee will commence permanent employment at a rate of pay applicable to the type of employment exclusive of loadings.

Clause 37 - Workers Compensation

The parties agree to the following in relation to any workers compensation claim which is accepted by the Company or which has been submitted by an employee to the Company -

- (a) That for the purposes of calculating Pre-injury Average Weekly Earnings in relation to the determination of a weekly benefit under the *Workers Compensation Act 1987* (NSW) (as amended) that the rate of pay specified in this Agreement will be used;
- (b) That employees may use accrued sick leave, annual leave and/or rostered days off prior to acceptance by the Company of a workers compensation claim. The Company further agrees that if a claim is accepted the employee will be re-credited with the leave used;
- (c) When determining the number of weeks that make-up pay will apply for any single injury, accident or work-related illness whether continuous or not, the maximum will be 26 (twenty-six) weeks.

38. Annual Medical Assessment

Every employee is required to undergo an annual medical assessment, the cost of which will be paid by the Company.

39. Meeting of Consultative Committee

- (a) The Consultative Committee shall be formed consisting of equal numbers of management and elected union or employee representatives.
- (b) The Committee will meet regularly to discuss matters of interest or concern affecting employees in the workplace, and to review the working of this Agreement and any problems associated with its implementation in an effort to either minimise or eliminate those problems which are associated with its implementation. Those meetings ought to be held at least bi-monthly or as necessary and on Company time during the life of this Agreement. Minutes are to be kept.
- (c) The meetings will be called at an operationally convenient time.

40. Accident / Trauma Related Incident

The parties agree that in the event that an employee is involved in an accident or trauma related incident during the course of his or her employment with the Company, the Company will make available to the employee professional assistance where required for counselling or similar reasons.

41. Union Meetings

The Union and the employees agree that the calling or holding of any meeting relating to conditions of employment or any grievance or dispute arising from employment will be by arrangement with the Company and will be at a time least disruptive to the business of the Company.

42. New Employees

The Company will advise all new employees of the terms of this enterprise agreement and the union which is party to the agreement.

43. Social Club Membership

The parties to this Agreement will encourage membership of the Company's social club.

44. Settlement of Disputes

The parties to this Agreement are committed to resolving industrial disputes by non-industrial action and will use the following Settlement of Disputes procedures as the means of avoiding and resolving industrial disputes:

- (a)
 - (i) The matter shall first be discussed between the aggrieved employee/s and their supervisor. At the employee's option his/her delegate may also be present.
 - (ii) If not settled, the matter shall then be taken up by an accredited Union Delegate or Union Organiser with the Company or by the Company with the accredited Union Delegate or Union Organiser, as the case may be.
 - (iii) If the matter is still not settled, it shall be submitted to a member of the Industrial Relations Commission of New South Wales, whose decision shall, subject to any appeal in accordance with the Act, be final and shall be accepted by the parties.
- (b) Pending the resolution of any matter in accordance with the above procedure work shall continue without disruption. The circumstances which applied immediately prior to the dispute arising shall apply until final resolution of this matter.
- (c) A party shall not be prejudiced as to final settlement by the continuation of work in accordance with this clause.

45. Termination of Employment

- (a) Any employee who has had his or her license cancelled or revoked for any reason shall have breached his or her contract of employment with the Company and, accordingly, the Company has the right to terminate their employment.
- (b) Serious misconduct includes, but is in no way limited to, the following:
 - (i) Driving a company vehicle with a blood alcohol content above the legal limit;
 - (ii) Falsifying details in a work sheet;
 - (iii) Failure to inform of a change in license status pursuant to clause 25(b) of the Agreement;
 - (iv) Unauthorised possession of stock, goods, tools, equipment, machinery, or vehicles belonging to the company or to a client or supplier of the company; and
 - (v) Wilful damage to the property of the company and or its clients.

46. Abandonment of Employment

An employee who is absent from work for a continuous period exceeding 7 days without the consent of the employer and without notification to the employer shall be deemed to have abandoned his or her employment.

47. Agreement to Be Displayed

Copies of this Agreement shall be displayed in a place where visible and accessible to all persons covered by the Agreement.

48. Limitation of Effect of Agreement

Nothing in this Agreement will have effect to the extent that it breaches any other applicable legislation or regulation.

EXECUTED as an Enterprise Agreement

SIGNED for and on behalf of E MURPHY & SONS PTY LTD (ACN 004 156 647))
)
)

 Gavin Murphy
 Managing Director

 Witness:

SIGNED for and on behalf of the TRANSPORT WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH)
)
)
)

 State Secretary

 Witness:

SIGNED for and on behalf of the EMPLOYEES OF E MURPHY & SONS PTY LTD (NSW))
)
)

 Employee Representative

 Witness:

SCHEDULE A

WAGE INCREASES

GRADE	CURRENT WAGE RATE	DATE OF APPROVAL BY IRC OF NSW*	1 July 2004*	1 July 2005*
4	580.10			
5	609.30	627.58	645.86	664.14
7	639.00	658.17	677.34	696.51
8	684.40	704.93	725.46	745.99

* The rates are to operate from the first full pay period on or after the date specified.

WAGE INCREASES

GRADE 5 EXAMPLE

CURRENT WAGE RATE	WAGE	Increase	SUPER	Increase
1 June 2003	609.30		54.84	
Date of approval by IRC of NSW*	627.58	18.28	56.48	1.65
1 July 2004*	645.86	18.28	58.13	1.65
1 July 2005*	664.14	18.28	59.77	1.65
INCREASE \$		54.84		4.94
TOTAL INCREASE \$		59.77	9.81%	
Annual Average Increase Over Period			3.27%	

* The rates are to operate from the first full pay period on or after the date specified.

WAGE INCREASES

GRADE 7 EXAMPLE

CURRENT WAGE RATE 1 June 2003	WAGE 639.00	Increase	SUPER 57.51	Increase
Date of approval by IRC of NSW*	658.17	19.17	59.24	1.73
1 July 2004*	677.34	19.17	60.96	1.73
1 July 2005*	696.51	19.17	62.69	1.73
INCREASE \$		57.51		5.18
TOTAL INCREASE \$		62.69	9.81%	
Annual Average Increase Over Period			3.27%	

* The rates are to operate from the first full pay period on or after the date specified.

SCHEDULE B

LINEHAUL

Drivers who perform duties under linehaul conditions shall be paid for those duties according to the following;

Kilometre Rate

GRADE	CURRENT KILOMETRE RATE	DATE OF APPROVAL BY IRC OF NSW*	1 JULY 2004*	1 JULY 2005*
7	26.78c/KM	27.71c/KM	28.38c/KM	29.18c/KM
8	28.27c/KM	29.25c/KM	29.95c/KM	30.79c/KM

* The rates are to operate from the first full pay period on or after the date specified.

LIVING AWAY ALLOWANCE

CURRENT LIVING AWAY ALLOWANCE	DATE OF APPROVAL BY IRC OF NSW*	1 JULY 2004*	1 JULY 2005*
20.82	21.53	22.28	23.05

* The rates are to operate from the first full pay period on or after the date specified.

LOADING / UNLOADING

Loading and unloading time will be paid at the enterprise hourly rate. Time allowed will be according to the table below.

PALLETISED/GENERAL FREIGHT			
		LOADING	UNLOADING
	SEMI	1 HRS	1 HRS
	B/DOUBLE	1.5 HRS	1.5 HRS
BULK LIQUID			
	SEMI	1 HR	1 HR
	B/DOUBLE	1.5 HRS	1 HR

SCHEDULE C

EMPLOYEE OFFENCES AND PENALTIES

Employee's who fail to correctly complete paperwork in accordance with subclause 23 (b) of this agreement, or who commit any of the offences listed below shall incur a fine per offence for the following amount on each occasion.

Offence	Penalty
Damage to vehicle or equipment	\$10.00
Misplaced docket	\$10.00
Unsigned docket	\$10.00
Untidy presentation	\$10.00
Loading the incorrect product or quantity	\$10.00
Misplacing company equipment	\$10.00
Overloading	\$10.00
Customer complaints	\$10.00
General public complaints	\$10.00
Not attaching all paperwork with driver card	\$5.00
Not filling in driver cards correctly	\$5.00
Letting tyres wear too far before replacing	\$10.00