
Union Collective Agreement

BETWEEN:

Booth Transport
(the “Company”)

AND:

The Transport Workers Union of Australia
on Behalf of Employees of Booth Transport

South Australian Management Support
17 Wirriga Street
REGENCY PARK SA 5010
Ph: (08) 8445 9777

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BOOTH TRANSPORT

This Union Collective Agreement is made pursuant to Part 8 of the Workplace Relations Act 1996 between Booth Transport (the “Company”), and the Transport Workers Union of Australia on behalf of the Company’s employees covered by this Agreement.

The aim of this Agreement is to strike a complementary balance between the enhancement of employees’ wages and conditions and the enhancement of the Company’s competitiveness and viability.

1. AGREEMENT TITLE

The title of this Union Collective Agreement is the Booth Transport Collective Agreement 2006.

2. APPLICABILITY OF AWARD

This Agreement shall form the complete agreement covering all terms and conditions of employment. It shall operate to the exclusion of any and all other Industrial Instruments, subject to the Workplace Relations Act 1996, including but not limited to the Transport Workers Award 1998 and the Transport Workers (Long Distance Drivers) Award 2000.

3. DEFINITIONS

For the purpose of this Agreement the following definitions shall apply:

- 3.1. **Employer** means the Company.
- 3.2. **Home Base** shall be the employer's depot from which the employee normally operates. The employer and employee may agree to change the employee’s home base.
- 3.3. **Long Distance Operations** comprise all work performed by a driver from the time he/she departs from point A to the time that he/she returns to point A, provided that he/she has travelled 200kms or more in one direction across a state/territory border or provided that the entire return journey is at least 500kms return within a state or territory.
- 3.4. **Local Work** means all work within 200kms of the employee’s Home Base and any heavy vehicle operations that do not involve a Long Distance Operation; excepting that Berri-Reynella work shall be as provided for in clause 9.8 of this Agreement.
- 3.5. **Weekly Agreement rate** means the appropriate weekly rates of pay listed in Column 3 of the Table in clause 9.1 – Rates of pay.
- 3.6. **Weekly employee** means the employee on weekly hiring.
- 3.7. **Journey** means any trip leaving from the Home Base and returning to the Home Base.

4. DISPUTE RESOLUTION

In relation to any matter that may be in dispute between the Company and the Employee relating to this Agreement, the Company and Employee will attempt to resolve the matter in accordance with the following Dispute Resolution process:

- 4.1. Step 1 - Employee and their supervisor shall discuss and seek to resolve the matter at the workplace level.
- 4.2. Step 2 – If Step 1 does not resolve the matter, the Employee and their supervisor shall seek the assistance of a senior manager of the Company to resolve the matter.
 - 4.2.1. The Company and the Employee may each appoint, in writing, another person to represent, or assist them in settling the matter at the workplace level as part of Step 2 or Step 3.
- 4.3. Step 3 - If Step 2 does not resolve the matter at the workplace level, then:
 - 4.3.1. The dispute shall be referred to the Australian Industrial Relations Commission for conciliation.
 - 4.3.2. If conciliation under clause 4.3.1 does not resolve the matter, the dispute will be referred to the Australian Industrial Relations Commission for arbitration.
 - 4.3.3. Both parties must participate in the conciliation and arbitration process in good faith and a willingness to settle and both parties must accept any arbitrated resolution.
- 4.4. During the Dispute Resolution process the Company and Employee will continue to work according to the Agreement unless the Employee has a reasonable concern about an immediate risk to their health or safety.
- 4.5. Despite the Employee’s “reasonable concern” under clause 4.4 and subject to relevant provisions of any State or Territory occupational health and safety law, the Employee must not unreasonably fail to comply with an instruction by the Company to perform other available work, which:
 - 4.5.1. May be at the same workplace or another reasonably accessible workplace.
 - 4.5.2. Must be safe and appropriate for the Employee to perform.
- 4.6. During the term of the dispute, the parties agree not to commence legal action under the Act and/or this Agreement, other than an action to enforce the Dispute Settlement provisions.
 - 4.6.1. During the Dispute Settlement process the Employee will not take strike action and the Company will not lock out Employees.

5. PERIOD OF OPERATION AND NOMINAL EXPIRY DATE

- 5.1. The Agreement shall commence on the date that the agreement is lodged with the Employment Advocate and the nominal expiry date of the agreement shall be the second anniversary of the date on which it commenced.

6. NO FURTHER CLAIMS

6.1. It is expressly agreed that for the duration of this Agreement, no further claims or demands whatsoever will be made by one party against the other.

7. EMPLOYMENT CONTRACT

7.1. All new permanent employees shall be engaged on a 6-month probationary basis. During this probationary period the Company and the employee are free to terminate the contract of employment at any time with one hour's notice, subject to the payment/forfeiture of one week's Ordinary Hours wages.

7.2. A Part-time employee's entitlements under this Agreement shall be a prorata proportion of the entitlements set out in this Agreement for full-time employees.

8. CLASSIFICATION STRUCTURE

8.1. The Employee's work shall be classified for the purposes of this Agreement according to the following levels:

Level	Description
A	General hands and yard staff; Driver of two axle rigid vehicle up to 13.9 tonnes GVM and a capacity up to eight tonnes. Driver of fork lift up to 5 tonnes capacity. Tank/Wash Bay staff
B	Driver of rigid vehicle and heavy trailer combination with GCM over 22.4 tonnes but not more than 42.5 tonnes. Driver of articulated vehicle with GCM over 22.4 tonnes. Driver of low loader (as defined) with GCM of 43 tonnes or less. Driver of fork lift with capacity over 34 tonnes. Driver of a mobile crane with up to 25 tonnes capacity. Driver of a Straddle truck.
C	Driver of rigid vehicle and trailer(s) or double articulated vehicle with GCM over 53.4 tonnes (includes B-doubles). Multi-axle trailing equipment up to and including 70 tonnes capacity.
D	Multi-axle trailing equipment over 70 tonnes capacity.

9. RATES OF PAY

9.1. Column 2 in the Table below lists the base weekly rates per classification; these equal the Award rates at the time of making the Agreement. The employees shall be paid the Agreement Rates set out in columns 3 to 7 of the Table, which include a 3% increase, except as provided elsewhere in this Agreement. Column 5 shows the amount paid per occasion that an employee on Long Distance Work loads or unloads the truck.

Level	Award Weekly Rate \$	Agreement Weekly Rate \$	Long Distance Work Agreement Rates			Local Work Agreement Rates
			4	5	6	
	2	3	Driving Cents/km	Load Unload \$ per event.	Local Rate in Long Distance Trips \$/hr	7
A	\$541.20	\$557.44	-	-	-	Normal Time \$/Hour
B	\$568.00	\$585.04	0.2988	\$30.02	\$19.01	\$14.67
C	\$596.70	\$614.60	0.3150	\$31.54	\$19.98	\$15.40
D	\$625.30	\$644.06	0.3300	\$33.05	\$20.92	\$16.17
						\$16.95

- 9.2. The rates of pay that apply to employees , excluding Long Distance Drivers, employed by the Company in NSW, including the 3% increase shall be the rates set out in the following Table;

Level	NSW Award Weekly Rate \$
A	\$591.40
B	\$635.20
C	\$697.00
D	\$697.00

- 9.3. The Agreement rates of pay set out in Columns 3 to 7 of the Table in Clause 9.1 and in the Table in Clause 9.2, will be increased by the Consumer Price Index on the first anniversary of the date of commencement of this Agreement.

9.4. Guaranteed Minimum Wage Payments

- 9.4.1. A full-time employee shall be entitled to guaranteed minimum payments of:
- i twice the Weekly Agreement rate prescribed by Clause 9.1 for the employee's Classification Level, in respect of each fortnight period; or
 - ii 1/5th of the Weekly Agreement rate prescribed by Clause 9.1 for the employee's Classification Level, in respect of each day on which they work.
- 9.4.2. To be entitled to this payment, the employee shall be ready, willing and available to perform such duties covered by this Agreement which the employer may from time to time require.
- 9.4.3. Part-time and Casual employees will be paid a minimum of 4 hours at the rate of 1/38th of the Agreement Weekly rate in Column 3 in the Table in Clause 9.1.

9.5. Schedule of Distances

The distance of any long distance journey shall be as specified in the Company's Operational Schedules as set out from time to time.

9.6. Long Distance Driving Rates of Pay

- 9.6.1. The employee will be paid for the driving component of a particular long distance journey at the Long Distance Cents Per Kilometre rate in Column 4 of Table 9.1 for the employee's Classification Level, for the distances established under Clause 9.5.

9.6.2. The employee shall be paid at the Agreement Hrly rates in Column 6 of the Table in Clause 9.1 when they perform ‘local work’ during a Long Distance Operation. This does not apply to loading/unloading work for Long Distance Operations, which shall be paid in accordance with Clause 9.7.

9.7. Long Distance Loading and Unloading Rates of Pay

9.7.1. On each occasion that the employee actually performs loading/unloading work on Long Distant Operations, they will be paid the Load/Unload amount in Column 5 of the Table in Clause 9.1, which are based on an average of 1.5 hours load/unload work per occasion.

9.7.2. “Loading or unloading” in Clause 9.7.1 means being physically engaged in the loading or unloading of the vehicle and includes tarping but excludes opening or closing tautliner curtains and installing and removing gates.

9.8. If the employee performs Berri-Reynella return trips they will be paid for 12 hours at the local hourly rates of pay in Column 7 of the Table in clause 9.1 plus the relevant Overtime; this amounts to \$241.82 for a Level C employee. If, in conjunction with a long distance journey, a Long Distance Driver performs some of the legs of a Berri-Reynella trip, but not a complete Berri-Reynella return trip, then that employee shall be paid for the following hours in respect of each leg at the rates in Column 7 of the Table in Clause 9.1. A local driver who does part of a Berri-Reynella return trip as part of their day’s work will be paid for that work as part of their normal Local Driver work.

From	To	Hours
Tanunda	Berri	2
Berri	Tanunda	4
Tanunda	Reynella	4
Reynella	Tanunda	2

9.9. When performing Local Work, Overtime hours will be paid at the following penalty rates, applied to the Normal-time Hourly Rates in Column 7 of the Table in Clause 9.1:

9.9.1. The first 2 hours worked in excess of 7.6 hours on any day Monday to Friday and the first two hours worked on a Saturday, will be paid at the rate of 150%;

9.9.2. All hours in excess of 9.6 hours on any day Monday to Friday, all hours after the first two hours worked on a Saturday and all hours worked on a Sunday, will be paid at the rate of 200%.

9.10. Rates of pay for Two-up Work

9.10.1. A two-up arrangement is one in which two drivers travel together and share the work during a journey.

9.10.2. Employees working in a two-up arrangement, will be paid at rates that are 75% of the rates that would be payable under this agreement to a driver working alone.

10. ALLOWANCES

10.1. The employee shall be paid the following Allowances and Loadings as provided for in this Agreement:

ALLOWANCE	Value	Type	Description
Meal (Local Drivers)	\$10.95	Allowance	If work more than 9.6 hours
Leading Hand	\$25.53	Allowance	Per Week.
Living Away From Home Allowance (Long Distance Drivers)	\$28.00	Allowance	per night, subject to clause 10.4
Annual Leave Loading			At average weekly earnings as per clause 23.3
Afternoon Shift (Local Drivers)	17.5%	Loading	On the 7.6 Normal-time hours only. Overtime rates in Clause 9.9 apply after that.
Night Rate (Local Drivers)	30%	Loading	On the 7.6 Normal-time hours only. Overtime rates in Clause 9.9 apply after that.
Casual	25%	Loading	On Agreement Hourly Rates in Clause 9.1
	10%	Loading	On Agreement kilometre rates in Clause 9.1

10.2. Industry Disability Allowance: Long Distance Work

The Industry Disability Allowance of 30% of the Normal-time rate, which is provided for in the Cents Per Kilometre Driving Rate in the Table in Clause 9.1 and the hourly loading/unloading rates set out in the Table in Clause 9.1, compensates the Employee for being away from their home base and for the conditions and circumstances of operations of Heavy Vehicles.

10.3. Overtime Allowance: Long Distance Work

The Overtime Allowance of 20%, which is provided for in the Long Distance Driving rates set out in Table 9.1, compensates the employee for overtime.

10.4. Living Away From Home Allowance for Long Distance Drivers

When the employee is on a long distance journey and is unable to return home to take the sleep break required by the driving hours laws in each 24 hour period and therefore sleeps away from their home, they shall be paid a Living Away From Home Allowance of \$28.00, provided that the employee shall not be entitled to this allowance where the employer provides suitable accommodation away from the truck. Suitable accommodation includes company houses and bunk-houses, hotels and motels and any other accommodation away from the truck.

10.5. Dangerous Goods Allowance

10.5.1. When the employee is engaged in the frequent and routine transportation, such as when part of an ongoing contract, of bulk dangerous goods or carting explosives in accordance with the Australian Explosives Code by public road they shall receive an allowance of \$12.45 per day. Bulk Dangerous Goods are those goods defined as such in the Australian Dangerous Goods Code as amended from time to time. This allowance is not payable in respect of occasional journeys involving the ad hoc transportation of Dangerous Goods or explosives.

10.5.2. When the employee is engaged in the frequent and routine transportation, such as when part of an ongoing contract, of packaged dangerous goods which require placarding by public road they shall receive an allowance of \$5.19 per day. Packaged goods which require placarding are those goods defined as such in the Australian Dangerous Goods Code as amended from time to time. This

allowance is not payable in respect of occasional journeys involving the ad hoc transportation of Dangerous Goods or explosives.

10.6. Casual Loading rates

10.6.1. If an employee is a casual they shall receive the Casual Loading set out in the Table in Clause 10.1 in addition to the rates of pay set out in Clause 9.1.

10.6.2. A Casual Employee shall not be entitled to the benefits of Clauses 9.4, 12, 13, 19, 23 and 24, of this Agreement.

10.7. Leading Hand Allowance

An employee who is required by the Company to carry out Leading Hand responsibilities shall be paid a Leading Hand Allowance of \$25.53 per week.

10.8. Confined Space Allowance

An employee working in a confined space, ie. a compartment, space or place, the dimensions of which necessitate the employee working in a stooped or otherwise cramped position or without proper ventilation must be paid 54 cents per hour extra in respect of each hour that they perform such work. The allowance specified applies to work on the inside of tanks or tanker type vehicles such as those used in carrying milk, flour, cement and the like, but does not apply to other work on vehicles.

11. DUTIES

11.1. The Employer may direct the employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the employee's Classification Level and the employee is required to follow all such lawful directions or they may be subject to disciplinary action, including possible dismissal.

11.2. The employee may be asked by the Company to undertake both long distance and local work and shall not unreasonably refuse any such request.

11.3. The employee must comply with the Company's policies and procedures as set out from time to time in the Company's OH&S and other procedural and/or operational Manuals and accreditation schemes. This includes compliance with:

- 11.3.1. The Company's OH&S policies and procedures;
- 11.3.2. The Company's No-Smoking policy;
- 11.3.3. The Company's Drug & Alcohol policy; and
- 11.3.4. The Company's administrative and paperwork procedures.

11.4. The Company may vary its policies and procedures, including those referred to in Clause 11.3, as and when it sees fit.

11.5. The employee must comply with the laws and regulations that govern heavy vehicle operations, including in relation to Driving Hours, Speed, Mass Limits, Dimension, Load Restraint and Compliance and Enforcement laws.

11.6. Serious or repeated breaches by the employee of the requirements set out in Clauses 11.1 to 11.5 and/or in the Company's procedural and operational manuals may result in disciplinary action being taken against the employee, including the possibility of termination of their employment.

- 11.7. The employee must ensure that their paperwork relating to each trip is completed correctly and submitted to the Company office in accordance with the Company's procedures at the time. Failure to do so may result in a delay in the processing of the employee's pay for the trips involved.
- 11.8. All employees must undertake the work that is allocated to them by the Company. Employees involved in long distance transport operations will be required to accept destinations on the network as allocated. The Company, however, will undertake to ensure as far as is practicable that absences from an employee's home location are not excessive.
- 11.9. The Company agrees that, wherever possible, deliveries in home locations will be undertaken by an employee not involved in the long distance journey that brought that particular load to that destination. That is, for example, when an employee arrives back in his/her home location on a Tuesday with "book-in" scheduled for Wednesday, another employee will effect that delivery.
- 11.10. The Employees shall, in complying with the Company's Operational Policy and Guidelines, endeavour to ensure that they achieve the fuel economy targets set from time to time by the Company.

12. TERMINATION OF EMPLOYMENT

- 12.1. The Employer may terminate the employment of the employee, or the Employee may resign from employment, by giving a period of notice in line with the Act.
- 12.2. The employer may pay the employee the Ordinary Hour wages for the required period of notice, instead of giving the employee that period of notice. The employee will forfeit an amount of wages equal to their Ordinary Hours for the required period of notice, if they fail to give that period of notice when they resign and the employer may deduct this amount from the Employee's outstanding entitlements.
- 12.3. Ending employment without notice
 - 12.3.1. The Company may end the employment of the Employee without notice in response to serious misconduct.
 - 12.3.2. The type of conduct by the Employee that may allow the Company to end their employment without notice, after consideration of the circumstances, includes but is not limited to:
 - i Breaching the zero Blood Alcohol laws governing Heavy Vehicle operations or being under the influence of illegal drugs whilst on duty.
 - ii Stealing, fraud, assault or other criminal behaviour.
 - iii Sexual harassment and other offensive or harassing behaviour.
 - iv Not carrying out health and safety obligations.
 - v Refusing to carry out a lawful and reasonable instruction given by the Company.
 - vi Not carrying out the Employee's duty;
 - vii Abandonment of the vehicle being operated by the Employee.

viii Driving a Heavy Vehicle in an unsafe or irresponsible manner.

ix Failure to inform the company as soon as practicable of any en-route incident(s); including accidents; actual or potential breaches of Mass, Load Restraint, Driving Hours or speeding or other laws; on-road enforcement events that may or will result in infringements against the vehicle, the company or the employee; and any other event that may affect the operations of the company and/or the employee's ability to perform their duties legally and safely.

12.3.3. Where the employee is found to have tampered with company vehicles or equipment for any reason without authorisation from the employer, the employee may be liable for the costs incurred by the company in rectifying the situation, including the payment of any fines arising from the tampering.

13. REDUNDANCY

13.1. Definitions

13.1.1. **Redundancy** occurs where the Employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

13.1.2. **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

13.1.3. **Week's pay** means the Weekly Agreement Rate of pay as set out in Clause 9.1 for the employee concerned and excludes:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

13.2. Transfer to Lower Paid Duties Due to Redundancy

Where the employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. Alternatively, the employer may decide to pay the employee an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

13.3. Severance pay

13.3.1. If made redundant, the employee is entitled to an amount of severance pay in line with clause 15 of the Transport Workers (Long Distance Drivers) Award 2000 as it stood on 27 March 2006.

13.3.2. If the Employer has less than 15 employees at the time the employee is made Redundant, the employee's severance pay shall be limited to 8 weeks.

13.3.3. This clause does not apply if the employee is dismissed for serious misconduct or whilst on probation. In these circumstances the employee is only entitled to be paid for the time worked up to the time of dismissal.

13.3.4. If the employee would otherwise have retired within the period for which severance pay is due, then the employee's severance pay period shall end on that retirement date.

13.4. Alternative employment

If the employer obtains acceptable alternative employment for the employee who has been made redundant (except in the case of Transmission of Business), the employee shall only be entitled to the redundancy payment for the period set out in clause 13.3, or for the period between the cessation of employment with the employer and the commencement of the alternative employment, which ever is the lesser.

14. ARTICLES OF CLOTHING/UNIFORM

14.1. Where the employer provides uniforms and protective clothing in accordance with the Company's policies the employee must, whilst on duty, comply with those Company policies, as set out in the Company manuals, in relation to using and wearing the uniforms and protective clothing.

14.2. Return of Property & Uniform

14.2.1. Upon termination of this Agreement for any reason the employee must:

14.2.1.1. Immediately return all property belonging to the Company; including keys, Company Manuals and documentation and phones;

14.2.1.2. Immediately return any information relating to the Company, including any information stored electronically (such as on a computer);

14.2.1.3. Destroy any records of any information relating to the company which is unable to be returned to the Company immediately;

14.2.1.4. Return complete uniform (shorts, shirts etc) and protective equipment supplied by the Company.

14.2.2. The employee's final payment of wages and entitlements may be delayed until the employee has returned all Company property, equipment and uniforms in accordance with Clause 14.2.1. The employer may deduct the replacement costs of any such equipment that is not returned by the employee from the employee's final payment of wages and entitlements.

15. TRAINING

15.1. The employee may be required by the Company to undertake training to enhance their competency and relevant knowledge/skills.

15.2. The cost of all training courses or refresher courses that the Company requires the employee to undertake shall be paid by the Company.

15.3. Where the training which the Company requires the employee to undertake is conducted during working hours, the employee will be paid for their time at the Hourly Rate set out in Column 7 of the Table 9.1. If such training is conducted after

hours, the employee will either be paid at the appropriate penalty rate or be given time off in lieu.

- 15.4. Where the employee wishes to undertake training that is not required by the Company, the Company may, at its discretion, allow the employee time off from work and the Company will decide whether this shall be without pay, or with pay.
- 15.5. Where the Company pays the costs of training in respect of an employee and that employee subsequently leaves the Company's employment within two years of the training, the employee shall be required to pay back to the Company:
 - 15.5.1. an amount equal to 75% of the cost of the training if the employee leaves the Company's employment within 12 months of the training; or
 - 15.5.2. an amount equal to 50% of the cost of the training if the employee leaves the Company's employment within 24 months of the training.

16. MIXED FUNCTIONS

- 16.1. Where the employee performs work, for no less than one (1) hour on any given day, at a Classification level higher than that at which they are usually employed, the employee shall be paid for the hours that they perform the higher duties work at the rates of pay provided under this Agreement that apply to the higher Classification level. This Clause does not apply to shunting work in depots.
- 16.2. The employee may be transferred temporarily to perform a class of work providing a lesser minimum weekly rate of wage than that at which the employee is usually employed, provided that the employer gives the employee a week's notice.
- 16.3. The employee may be transferred between Local and Long Distance work without penalty to the Company, provided that the employee is able to complete the task within the Driving Hours permitted under the law.

17. STARTING TIME

- 17.1. The scheduling of starting times shall be at the discretion of the employer and shall be as set out in rosters from time to time by the employer. Rosters will as far as practicable be posted one week prior to their commencement. The employees accept however that there may be a need to alter rosters at short notice on occasions.
- 17.2. The employee will not be paid for any unauthorised time worked prior to their scheduled starting time or after their scheduled finish time unless the employer is satisfied by the employee's reason for starting earlier or finishing later.

18. REASONABLE HOURS TO BE WORKED

- 18.1. The Company may require the Employee to work reasonable hours of work at the rates of pay provided by this Agreement, which are calculated on the basis of an average of 38 Ordinary Hours per week plus reasonable additional hours and which include provision for payment of Overtime and Shift Penalties and the Employee shall work those hours. The Employee is not required to work such hours if they are unreasonable when the factors listed in section 226(4) of the Act, including the operational requirements of the Company, are taken into account; provided that

hours permitted under State or Federal legislation and Regulations regulating the Driving and Working Hours of Heavy Vehicle drivers shall not be considered unreasonable.

- 18.2. Where the employer is satisfied that the employee has reasonable grounds for refusing to work such hours on a particular occasion, the employee shall not be required to work such hours on that occasion. If the employee is regularly unable to work reasonable hours as required by the employer, the Employee may be transferred to another position, if one is available, or their employment may be terminated by the employer.

19. PUBLIC HOLIDAYS

- 19.1. The employee is entitled to and will be paid, for the Normal-time hours that the employee would have worked, on prescribed Public Holidays at the employee's Base Hourly Rates of pay as set out in the table in Clause 9.1.
- 19.2. The Company may request that the employee work on Public Holidays and, in accordance with the Act, the employee shall not unreasonably refuse that request. If the employee is required to work on a Public Holiday, they will either:
- 19.2.1. Be granted an additional day of annual leave in respect of each holiday on which they work; or
 - 19.2.2. Be paid for all hours worked on the Public Holiday at the rate of 250% of their Hourly rates set out in the Table in Clause 9.1., except that in the case of Good Friday and Christmas Day the Employee shall be paid at the rate of 300% of their Hourly Rate set out in the Table in Clause 9.1.
- 19.3. If the employee, without the consent of the employer and without reasonable cause, is absent from duty on the day before or the day after a Public Holiday, they are not entitled to payment for that holiday.

20. ABSENCE FROM DUTY

- 20.1. Where the employee is absent from duty (other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, bereavement leave or jury service) the employee shall lose pay for each such day they were absent at the rate of 1/5th of the Weekly Agreement rate set out in Clause 9.1.
- 20.2. The employee so absent for part of a day shall lose pay for each hour absent at the rate of 1/38th of the Weekly Agreement rate set out in Clause 9.1 multiplied by the number of hours absent.

21. PAYMENT OF WAGES

The Company will bank employees' wages by Electronic Funds Transfer into each employee's nominated bank account on the day nominated by the Company and no later than Thursday of the week following the week in which the work was performed. The payment of wages each week is subject to the submission to the Company by each Employee of their correctly completed paperwork in accordance with the then current Company procedures.

22. MEAL BREAKS

- 22.1. The employee will be flexible in the timing of their Meal Breaks so as to ensure that work is not unduly delayed. In particular, where necessary, Meal Breaks may be taken early or late so as to avoid delays in loading and unloading activities. Where possible, Meal Breaks will be taken whilst waiting for loading/unloading to begin or be completed.
- 22.2. The employee must also adhere to the National Driving Rules and Regulations including the requirement to take the appropriate rest breaks when operating company equipment on long distance operations.

23. ANNUAL LEAVE

- 23.1. The employee will accrue Annual Leave in accordance with the act; namely at the rate of 1/13th of their nominal hours. As such, a permanent full-time employee will accrue 4 weeks paid annual leave for each completed year of service and a permanent part-time employee will accrue a pro-rata proportion of that amount. Annual Leave can not generally be used until the employee has completed the 12 month continuous service period that qualified the employee for the Leave, except where the employer agrees to allow the employee to take Annual Leave in advance.
- 23.2. Pro-rata entitlements to Annual Leave apply to full-time employees during the calendar year of commencing or ceasing employment and to part-time employees in each year of their employment.
- 23.3. Payment for Annual Leave will be made at the following rates.
 - 23.3.1. An Annual Leave Loading of 17.5% in respect of Annual Leave accrued during the employee's first complete 12 month-period of service; except that leave loading is not payable on pro-rata annual leave entitlements when they are paid out at the end of the employee's employment.
 - 23.3.2. In respect of Annual Leave accrued during the employee's second and subsequent complete years of service, the employee will be paid at the rate equal to their average weekly earnings over the preceding 12 months.
 - 23.3.2.1. The employee's average weekly earnings for the purposes of clause 23.3.2 will be calculated based upon that employee's Group Certificate (Payment Summary) for the previous financial year.
 - 23.3.2.2. The employee's payment for Annual Leave under Clause 23.3.2 is in lieu of Leave Loading in respect of Annual leave.
- 23.4. The Employee must, subject to the Act, take at least half of their Annual Leave accrual each year but they may choose, entirely at their instigation and in writing, to cash-out up to half of the Annual Leave that they accrue in any one year, subject to the Company's agreement. The maximum amount of Annual Leave that can be cashed-out in any one year is two weeks for a full-time employee. Cashed-out Annual Leave will be paid at the Annual Leave rate of pay applicable at the time that the Employee makes the election to cash-out that amount of Annual Leave. If the Employee chooses to cash-out some Annual Leave under this Clause, this payment will be made to the Employee within a reasonable time that is agreed

between the Company and the Employee at the time that the Employee makes the election to cash-out that amount of Annual Leave.

- 23.5. The employer may require the employee to take some of their accrued Annual Leave as and when nominated by the employer in accordance with the Act provided that the employer gives the employee at least 28 days notice.
- 23.6. The employee may accrue a maximum of 8 weeks Annual Leave at any time. Where the employee has exceptional circumstances, the Company may agree to allow a greater accrual of Annual Leave for a period determined by the Company.
- 23.7. The employee shall be paid any unused accrued Annual Leave when their employment ceases, provided that they have had at least one month of continuous service.
- 23.8. Rostered Days Off for Long Distance Drivers will be banked and at the employee's election, either be taken as a block with Annual Leave or be paid out at the rate of 1/5th of the Weekly Agreement Rate in the table in Clause 9.1, or in any combination of this as agreed by the employer.
- 23.9. The Rostered Day Off arrangements existing in the Company's Victorian depots at the time of making this agreement shall continue to apply to those employees who were already employed by the Company in Victoria at the time of making this Agreement.

24. PERSONAL/CARER'S LEAVE

- 24.1. The employee is entitled to Personal/Carer's Leave in accordance with the Act; namely at the rate of 1/26th of their nominal hours. As such, a Permanent Full-Time employee will accrue 10 days of Personal/Carer's Leave in respect of each completed year of service and a Permanent Part-Time employee will accrue a pro-rata proportion of that amount.
- 24.2. Unused Personal/Carer's Leave entitlements will accumulate from year to year but will not be paid out when the employee's employment with the Company ends.
- 24.3. The employee may be required by the employer to provide Medical Certificates or other evidence acceptable to the employer, to justify Personal Leave, Carer's Leave or Compassionate Leave.

25. LONG SERVICE LEAVE

The employee will accrue long service leave in accordance with the relevant long service leave legislation in the state of the employee's Home Base.

26. SUPERANNUATION

The employer will make Superannuation contributions, in accordance with the Superannuation Guarantee (Administration) Act 1992. The default superannuation fund, in the event that the employee does not nominate a fund, shall be the TWU Superannuation Fund. The employee may elect to increase their superannuation through a salary-sacrifice arrangement by advising the employer of this in writing.

- 26.1. Superannuation for Employee's engaged as Local Drivers, as set out in the job description on their contract of employment, shall be based upon applying the

required Superannuation % to the Weekly Agreement Rate of pay set out in Column 3 of the Table in clause 9.1, except where a Local Driver performs more than 2000km of Long Distance work in a given week, in which case they will be paid superannuation in accordance with Clause 26.2 for that week.

- 26.2. Superannuation for Employee's engaged as Long Distance Drivers, as set out in the job description on their contract of employment, shall be based upon applying the required Superannuation % to 130% of the Weekly Agreement Rate of pay set out in Column 3 of the Table in Clause 9.1.

27. CONFIDENTIAL INFORMATION

- 27.1. Confidential information, including trade secrets and customer lists, which become known to the employee during their employment, must not be revealed to anyone, or used personally by the employee, unless it is for the Company's purposes.
- 27.2. This obligation shall apply during the time of the employee's employment with the Company and also after leaving the Company's employment.
- 27.3. No personal, medical or financial details of the employee that the Company may have gathered will be revealed to anyone by the Company, except with the permission of the employee, or where the Company is under a legal requirement to do so.
- 27.4. Nothing in this section or in this Agreement will in any way stop or restrict the disclosure of details of this Agreement by the Company or employee to any other person.

28. INTELLECTUAL PROPERTY

Any new idea, invention, improvement or work that could be registered as copyright, that the employee creates, develops or helps to develop whilst on duty with the Company, will be taken to have been made during employment and belong to the Company if it relates to the Company and its operations.

29. SECURITY

- 29.1. The Company agrees to take all reasonable steps and precautions to provide a safe and secure workplace for the employee.
- 29.2. The employee agrees not to remove from their place of work anything that should stay at the work place, unless items are removed in order to carry out their employment, after which the items will be returned.
- 29.3. The Company will be informed of any items removed from the workplace by the employee - in order to carry out their work - so that the Company may record and keep track of Company property and avoid any misunderstanding.

30. WORK OUTSIDE OF EMPLOYMENT

The employee may take up work external to their duties with the Company, as long as it does not interfere with or affect the hours, type and level of work covered in this Agreement, and provided that the outside work does not affect the interests of the Company or the employee's capacity to perform their work under this Agreement legally and safely. The employee must advise the Company of the nature and hours of any such external work.

31. MAINTENANCE OF LICENCE REQUIREMENTS AND OBLIGATIONS

- 31.1. Employees covered by this Agreement shall, upon the request of the Company, provide the Company with proof of the validity of their driving licence for the class of heavy vehicle which the employee operates on behalf of the Company. Any employee who is disqualified or suspended from holding that class of driving licence must immediately advise the Company. Failure to do so may result in disciplinary action being taken by the Company; including the possibility of the termination of that employee's employment. The Company may stand down any driver who is unable to perform their normal duties due to loss or suspension of their driver's licence. Alternatively, the driver may be required to take unused Annual Leave or Long Service Leave or they may be redeployed to other suitable duties for which they shall be paid the relevant rate of pay for that classification.
- 31.2. The Employee is responsible for meeting the costs of securing the appropriate Driver's Licence and other qualifications that may be required as a driver of a Heavy Vehicle. The Company shall meet the costs of medical checks required for Dangerous Goods Licences.
- 31.3. The Employee may be required by the Company, at the Employee's expense, to arrange every 6 months a full Driver's Licence Check with the Registrar of Motor Vehicles and provide a copy of that record to the Company. The Employee must advise the Company immediately of any Infringements they incur which may affect their Heavy Vehicle Driver's Licence.

32. SHIFT WORK

- 32.1. Employees performing Local Work on an Afternoon or a Night Shift will be paid the Shift Allowances set out in the Table in Clause 10.1.
- 32.1.1. Afternoon Shift means a shift in which the first 7.6 hours worked are completed after 6.30pm but no later than 12.30am;
- 32.1.2. Night Shift means a shift in which the first 7.6 hours worked are completed after 12.30am but no later than 8.30am.

33. TRAFFIC INFRINGEMENTS AND FINES

- 33.1. The employee shall be responsible for paying any fines relating to traffic infringements and Dangerous Goods breaches issued to the employee whilst driving a Company vehicle. Any such infringements may also result in disciplinary action being taken against the employee by the Company, including the possibility of dismissal.
- 33.2. The employee must advise the Company of the details of any traffic infringements they incur whilst driving a Company vehicle, as soon as possible and upon their next arrival at a company depot at the latest.

34. FITNESS FOR WORK

The employee is required to ensure that they are fit for work at all times before commencing work and during work. This means that the employee must advise the employer whenever the employee considers that they are not fit for work, whether due to not having had the required rest/sleep breaks, ill-health, injury, or for any other reason the employee is unfit for work. In addition, should the employer have concerns about the employee's fitness for work at any point in time, the employer may require the employee, at the employer's expense, to undergo an appropriate medical check before starting or continuing work.

35. DISCLOSURE

New employees engaged following the signing of this Agreement, must declare that all information provided by them to the employer prior to appointment is accurate and complete. Failure to disclose any relevant information on engagement may result in the termination of the employee's employment summarily.

36. SEVERABILITY

If any provision of this Agreement is declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected, and the illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.