

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/368

TITLE: Linfox - TWU (Bushman's Group - Orange) Enterprise Agreement 2002

I.R.C. NO: IRC2/5065

DATE APPROVED/COMMENCEMENT: 24 October 2002

TERM: 36 months (24 October 2005)

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 24 January 2003

DATE TERMINATED:

NUMBER OF PAGES: 17

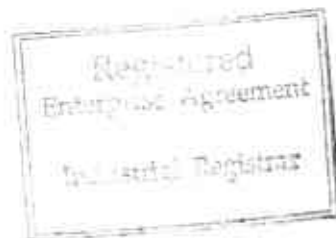
COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Linfox Australia Pty Ltd, who fall within the coverage of the Transport Industry (State) Award

PARTIES: Linfox Australia Pty Ltd -&- the Transport Workers' Union of New South Wales



**LINFOX - TWU (BUSHMAN'S GROUP -
ORANGE) ENTERPRISE AGREEMENT
2002**



1. TITLE

This agreement shall be referred to as the Linfox - TWU (Bushman's Group - Orange) Enterprise Agreement 2002.

The address of the workplace covered by this agreement is: Orange, NSW, 2800

2. ARRANGEMENT

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3. PARTIES BOUND

This agreement is binding on:

(a) the Transport Workers' Union of Australia (the Union), its officers and members;
and

(b) Linfox Australia Pty Ltd (Linfox)

in respect of employees of Linfox (whether members of the Union or not) whose employment is regulated by the Transport Industry (State) Award, as varied from time to time, and whose workplace and/or operation is identified in clause 1 hereof.

4. PERIOD OF OPERATION

This agreement shall operate from the date of execution by both parties.

The Union shall make application to the New South Wales Industrial Relations Commission (the Commission) for certification of this agreement.

The initial period of operation shall be three years from the date on which the agreement comes into operation under the Industrial Relations Act (NSW) (the Act).

5. EXTENSIONS OF AGREEMENT

This agreement is intended to be an 'ever green' agreement, with its terms and conditions therefore continuing indefinitely after expiry of the initial period of operation.

Accordingly, in due time, the Union shall make application to the Commission for an extension (or further extension) of the agreement's period of operation, on each occasion for the maximum period then available under the Act, and such application shall be fully supported by Linfox.

If an extension (or further extension) is not possible under the Act, the Union shall make application to the Commission for certification of a replacement agreement that substantively replicates the terms of this agreement, and such application shall be fully supported by Linfox.

The process set out herein for extension or replacement of this agreement, may be repeated indefinitely into the future, unless the agreement is terminated beforehand pursuant to clause 6.

6. TERMINATION OF AGREEMENT

Notwithstanding the nominal expiry date that may be set out in any Commission certification order or extension orders, at any time from or after 30 June 2003 either party may give the other in writing one month's notice of the termination of this agreement. The party that gives notice must immediately make application to the Commission for an order to give effect to the termination. Such application shall be fully supported by the other party.

For the duration of any notice of termination, the parties and relevant employees shall continue to observe every particular of this agreement, including clause 11 (Employee's Duties) and clause 20 (Disputes).

Notwithstanding any termination of this agreement pursuant to this clause, the Union and employees undertake that under no circumstances will there be a wage increase in 2003 prior to the final Linfox pay day in June of that year.

7. VARIATION OF AGREEMENT

At any time after 30 June 2003 either party may by means of a dispute notification seek variation of this agreement. The proposed variation may only concern provisions dealing with rates of pay and/or adjustments thereto.

The parties agree the Commission may conciliate and if necessary determine by arbitration or recommendation the issues between them, on the basis of industrial and commercial merit considerations. The Commission determination shall constitute the agreed variation to this agreement for the purpose of any certification requirements under the Act.

Neither party shall at any stage raise jurisdictional objections to the Commission so determining a matter before it.

If necessary to give effect to any Commission determination, the party that filed the dispute notification shall make application for consent variations to this agreement, and the other part shall fully support such application.

8. OBJECTS

The objects of this agreement are to provide a sound foundation for:

- * Contract retention by Linfox and job security for employees.
- * A good return on investment for Linfox, and good wages and other benefits for employees.
- * Ongoing effective training and development of employees.
- * A safe and efficient work environment.

9. RELATIONSHIP TO PREVIOUS AGREEMENTS AND THE AWARD

This agreement replaces all previous enterprise agreements and shall be read and interpreted wholly in conjunction with the Transport Industry (State) Award (the award) as varied from time to time, provided that this

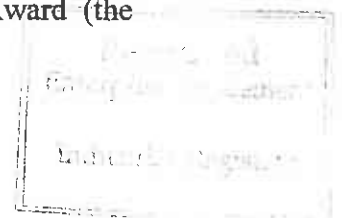
agreement:

- (a) shall prevail to the extent of any inconsistency with the award; but
- (b) shall not reduce or limit any right, benefit, remedy, discretion, authority or power available to Linfox under the award.

All prior enterprise agreements forever cease to be in operation upon certification of this agreement, even if this agreement's operation should at some stage be terminated by order of the Commission.

Linfox may make application to the Commission for each previously certified agreement to be terminated. Any such application shall be fully supported by the Union.

10. INDUSTRY DUE DILIGENCE

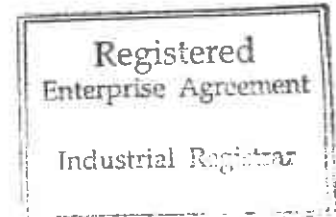


Linfox and the Union will use their best reasonable endeavours to ensure that management and employees, and indeed the Company's subcontractors and labour hire agencies (as well as their respective transport workers) fully comply with the law, including under awards, contracts and legislation relating to road transport regulation and occupational health and safety. Linfox will facilitate access for its employees to appropriate counselling, including personal stress and trauma counselling.

11. EMPLOYEES' DUTIES

Every employee must at all times:

- * perform his/her duties with due care and diligence;
- * comply with the lawful instructions of management;
- * not engage in inappropriate behaviour; and
- * comply with policies, procedures and rules in operation from time to time



In respect of policies, procedures and rules, subject to the law these may deal with such matters as: safe work practices, personal grooming and appearance, clothing and footwear, attendance at training programs, behaviour and performance standards, consumption of alcohol, the searching of lockers, private bags and private vehicles, unauthorised absences, provision of full and accurate information and specific work practices. If at any stage an employee from his/her supervisor without delay.

In the case of locker searches, the individual employee and, where he/she wishes, the union delegate or other readily available nominated employee, must be in attendance at the time.

All grievances and disputes about industrial matters must be handled strictly in accordance with the steps set out in clause 20 (Disputes). This includes, if the matter is not resolved at an earlier stage in the process, reference to the TWU Branch Secretary and, if still not resolved, reference to the Industrial Relations Commission.

All yard meetings during working time for Union business must be at an agreed time for a short duration without disruption to the operations of the contract.

12. OTHER MATTERS

(a) Linfox employees must at all times treat the customer, the customer's customers, members of the public, and Linfox personnel with the utmost respect and courtesy at all times. If a problem occurs with the level of customer service requested, the employee shall contact the supervisor but nonetheless, where possible, complete the delivery or other task in accordance with instructions. Management is to endeavour to resolve any problems before the next delivery or task is required.

(b) Linfox wishes to maximise the utilisation of company vehicles and employ permanent full-time vehicle operators in preference to the use of casuals, part-timers, subcontractors, other carriers, or agency personnel. Any permanent reduction in employee levels shall be preceded by consultation with Union delegates, at which time the reasons for change will be properly identified and communicated by Linfox. However, Linfox will determine at its discretion the precise local fleet mix and personnel levels, having regard to commercial and operational requirements, as well as the terms of any genuine yard agreements.

(c) Subject to the law, Linfox shall make contributions with respect to all its employees to the TWU Superannuation Fund.

(d) New weekly employees shall be on a minimum of three months' probation, during which time employment may be terminated on one week's notice or pay in lieu thereof. However, a longer period of up to six months' probation may apply by separate local agreement, finalised pursuant to clause 18, where the unusual or complex nature of the operations concerned so justifies. After twelve months' full-time satisfactory employment with Linfox, unless impracticable a casual shall be offered full-time weekly employment, and if such offer is accepted no probationary period shall apply.

(e) Nothing in this agreement overrides any separate arrangements relating to limited tenure, fixed or maximum term, or specific purpose employment.

(f) One Union delegate per distinct workplace shall be released on up to two occasions per calendar year without loss of pay to attend Union meetings. On each occasion a maximum of 4 hours (including each-way travel time) shall be allowed for such attendance. Further Union meetings or additional delegate attendance may take place by separate agreement between the parties at the time.

(g) Linfox will participate in any process of discussions with the Union, Governments and/or the Commission regarding the Union's desire for an industry based redundancy, annual leave and long service leave fund.

(h) Linfox will consult with the Union at an early stage about wage rates for its transport workers employees who it is intended will be required to perform new work under current or new customer contracts.

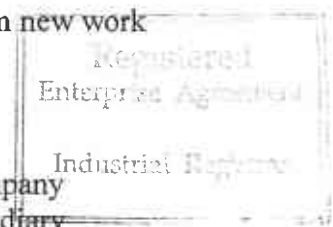
13. TRAINING

Linfox maintains a high commitment to training of its personnel. The company provides availability of full time trainers in each state and operates a subsidiary company, The Anglesea Complex, as a Registered Training Organisation to provide curriculum and program support.

The company offers a wide range of accredited programs from the Certificate in Transport and Distribution in both Road Transport and Warehousing. Linfox is currently participating in a program of Adult Traineeships for all staff, on a voluntary basis, to codify and enhance the qualifications held by existing staff. This program has over 600 participants registered for a comprehensive recognition and training program to Certificate III level. Linfox Trainers have been recruited from the Transport and Distribution Industry and have all had many years of practical experience that provide them with an excellent base of industry knowledge and understanding of employee issues.

Linfox Training Services commences its relationship with employees generally at the interview stage where Driver or Workplace Assessments are carried out to determine an applicant's suitability for a particular task. On appointment, the induction of a new employee into the workplace is generally conducted by a Linfox Trainer. Regular programs of Driver Training, Manual Handling, Defensive Driving and Licence upgrades are conducted as the employee progresses in their employment with the company. The company also has a process of regular re induction of employees to ensure that changes in procedures are well known in the workplace and that new practices and developments are communicated directly to employees

Linfox has also trained on each of its sites at least one Workplace Assessor to ensure that there is always someone available to conduct assessments in the absence or unavailability of a Linfox Trainer. Workplace Assessors form an important link in the ability of the company to deliver comprehensive training services. The role of



Workplace Assessor recognises the expertise of experienced staff. The Workplace Assessor Training Program is fully funded by the Company and is a three-day training program.

The Anglesea Complex referred to above is an important distinguishing feature of the Linfox commitment to Training. As a Vicroads Accredited Heavy Vehicle Testing Organisation, The Anglesea Complex has trialed a number of Vicroads and NRTC initiatives. The Transitional Fatigue Management Scheme is a good example of the type of program that has been introduced throughout the company by staff of The Anglesea Complex.

As well as the planned upgrade of skills for staff much of the work of trainers is in response to particular difficulties that staff may have dealing with new equipment, changed conditions or work practices. Linfox training aims to be both pro active and also supportive in reaction to the needs of staff in meeting both safety and efficiency objectives for the benefit of the individual and the company.

Linfox reaffirms its policy of providing necessary training for all employees to meet operational requirements, as reflected in the foregoing. All Linfox required training is to be provided at no cost to employees, with employees being paid the base rate for each hour's participation. However, there shall be no payment for attending training outside ordinary rostered hours for acquisition or renewal of necessary licences, certificates or 'passports', i.e. "knowledge for time" exchange. Where practicable and provided there is no disruption to normal operations, training will be conducted in the period Monday to Friday.

The company shall promote through its training programs professional excellence, health and safety, improved understanding of the award and general industrial rights and obligations, for the mutual benefit of Linfox and its employees.



Induction

All new employees must complete appropriate inductions prior to being allowed to work independently or to operate company supplied vehicles or equipment. The designated manager makes the necessary arrangements for the following to be completed: general induction, site specific briefing, vehicle/equipment instruction. The names of newly inducted employees will be made available to the Union's site delegate.

Ongoing Training.

Linfox will provide directly, through The Anglesea Complex, or with the assistance of other accredited training providers ongoing training for its employees, including in respect of. in-cab assessments, new vehicle and equipment instruction, on-road awareness, fatigue management, defensive driving, workplace health and safety, customer service, new technology, quality management (including HACCP and Trucksafe).

14. SAFETY

It is the policy of Linfox to provide, maintain and endeavour to improve high standards of health and safety in all work activities. Linfox will continue its efforts to:

- * provide safe working conditions for all employees;
- * provide and maintain safe motor vehicles, plant and equipment;
- * provide sufficient and on going training;
- * take all practical steps to avoid accidents;
- * regard all industrial accidents as preventable;
- * develop the awareness and attitudes of management and employees to the need for maintaining sound work practices and to eliminate as far as reasonably possible, all accidents in the future.
- * constantly review the work process and conditions;
- * provide immediate access to qualified medical and rehabilitation assistance as may be required in the event of injury;
- * enforce safety rules without exception or favour;
- * require all employees, visitors, contractors and third parties to follow safe operating practices and procedures that will safeguard themselves, the public and other employees at all times.

The joint co-operation of employees, supervisors and managers in observing this policy at all times will assist in providing safe working conditions for all parties.



Managers and Supervisors

Managers and supervisors are responsible for directly and continuously supervising compliance with all Linfox safety policies and procedures for all employees, contractors and visitors under their direct control.

Occupational Health and Safety Representatives.

Occupational Health and Safety Representatives are the elected representatives of their respective designated work groups and are responsible for taking appropriate action on all safety or health matters raised by any member of their work group or as a result of their own observation or assessment.

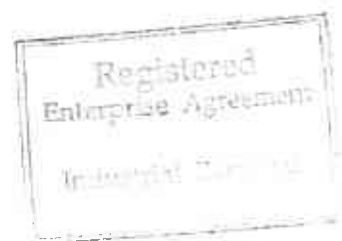
Occupational Health and Safety Representatives will receive positive and continuous support from all level of Linfox management, with appropriate time, training and resources devoted by Linfox to allow the Representatives to fulfil their necessary functions. Occupational Health and Safety Representatives will be involved in all areas of consultation in matters affecting their respective work areas.

Employees

All Linfox employees are required to comply with both Linfox and site safety rules and regulations at all times and to report any safety issues as they arise.

15. RATES OF PAY

- (a) Effective from the beginning of the first full pay period on or after the commencement of this agreement, the weekly wage rates, as set out in the table below, and following their adjustment in accordance with the CPI movement (as defined) over the twelve (12) months period ending 31 March 2002, shall become payable for all award purposes.
- (b) Subject to termination or variation of this agreement pursuant to clauses 6 and 7, effective from the beginning of the pay period to commence on the final Thursday of each Linfox financial year (i.e. 26 June 2003, 24 June 2004 etc), the base weekly rates of pay shall be further adjusted in accordance with the CPI movement (as defined) over the twelve months period ending the previous 31 March.
- (c) The 'CPI movement' means the Australian Bureau of Statistics (ABS) published percentage change in the weighted average of eight capital cities all groups consumer price index for the relevant period, discounted by any ABS identified impact of the Goods and Services Tax, and with any consequential increase to weekly wage rates being limited to the dollar-value(s) of the most recent generally available Award Safety Net Adjustment, as may have been granted by the Commission in the same calendar year to the date from which the wage adjustment under this agreement is to take effect.



(d) The initial adjustment referred to in sub-clause (a) hereof shall apply on the following weekly wage rates.

Transport Industry (State) Award

Award Classification	Weekly Wage
Grade One	494.60
Grade Two	511.90
Grade Three	523.90
Grade Four	534.20
Grade Five	561.10
Grade Six	567.90
Grade Seven	588.50
Grade Eight	630.20



(e) If despite the above-referred CPI-linked adjustments wage rate increases are required in order to reach the levels set out in Appendix A, these increases shall apply as on and from the dates set out therein. However, such increase must be accompanied by sufficient new agreed initiatives implemented since commencement of this agreement so that they cover any short-fall in cost recovery that might otherwise exist. The Company must not make any unreasonable demands for the purpose of cost recovery. The Union or employees must not unreasonably withhold consent to any Company-proposed new initiatives. A joint management-employee workplace consultative committee shall be established and meet regularly to ensure this process is successful.

(f) The above-referred rates of pay and adjustments shall be in lieu of all award and non-award wage rates (as distinct from allowances and further additional amounts as may be from time to time prescribed by the award) and increases thereto that would otherwise apply.

Mutual Protection

(g) Nothing in this agreement precludes discussion and possible further agreement at any stage between the parties, in respect of wage rates and adjustments thereto, in the following circumstances: (i) Where the GST impact on inflation is very significantly higher than was expected in December 1999, the Union may raise the matter; or (ii) Where the contract or operation experiences commercial or profitability difficulties, the Company may raise the matter.

16. PAY OPTIONS

(a) All wages due shall be paid weekly directly into an employee's nominated bank account.

(b) Subject to the parties reaching agreement at the time pursuant to clause 18 (Local Matters), a unit rate payment scheme (eg. cents per kilometre, trip rates, pallet rates or combination of various elements) may be implemented during the life of this agreement and in substitution for the weekly or hourly rates of pay otherwise prescribed by this agreement. Any agreed scheme shall be deemed to have been incorporated into this agreement and thereby override any otherwise inconsistent payment provision.

(c) Linfox may at its sole discretion implement or discontinue any new productivity or performance based payment arrangements applicable at a local level. Implementation is subject to the application of such arrangements not involving any breach of this

agreement, with any payments being over and above prescribed rates of pay, and being available to all employees. Implementation or discontinuation must be preceded by consultation with employees.

(d) Common Hourly Rates

Subject to the parties reaching agreement at the time pursuant to clause 18 (Local Matters), a Common Hourly Rate payment scheme may be implemented during the life of this agreement and in substitution for the weekly or hourly rates of pay otherwise prescribed by this agreement. Any agreed scheme shall be deemed to have been incorporated into this agreement and thereby override any otherwise inconsistent payment provision. Each CHR figure shall be in lieu of all disability allowances or loadings for irregular start times, different shifts and overtime.

Having reached an agreement as referred to in paragraph 1 of this sub clause, the details of this agreement are set out in Appendix C.

17. ORDINARY TIME RATE OF PAY

In respect of superannuation contributions, workers compensation payments, and payments due in respect of paid leave periods and public holidays, "ordinary time" pay shall be, subject to applicable legislation, calculated only on the basis of the employee's classification rate of pay under this agreement, plus any applicable shift loading and weekly allowances in the Award, and exclude all extraneous allowances, loadings, bonuses, incentive payments and the like.

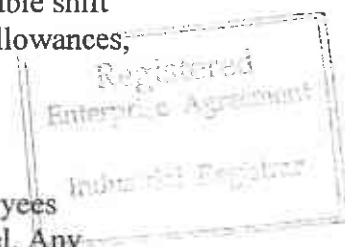
18. FURTHER AGREEMENTS AND LOCAL MATTERS

(a) The parties are at liberty to reach separate agreement concerning employees collectively and/or individually about matters of concern at workplace level. Any agreements reached must be recorded in writing. The parties shall ensure that such agreements do not contravene the no disadvantage test. Linfox management and employees covered by this agreement must genuinely discuss any and all items that may be, from time to time, proposed by the other for local implementation.

(b) In the event that it is proposed that a local workplace agreement would depart from or effectively vary a term of this agreement, the Union must be invited to participate in the discussions and become a party to any formal agreement reached. Any such formal agreement has no effect unless executed by the Linfox Divisional General Manager concerned and relevant Branch Secretary of the Union, and if so executed shall be deemed to be an enforceable part of this agreement without the need for a formal variation order by the Commission. However, the parties shall apply for certification of the relevant variation.

(c) Subject to there being no inconsistency with the other terms of this agreement, the following matters and those set out in Appendix A are agreed at a local level between the parties.

1. Redundancy and Retrenchment is an absolute last resort where an employee cannot be reasonably allocated work at another contract or site.
2. Where there is a temporary shortage of work, employees may be temporarily redeployed to other contracts or sites without loss of ordinary time pay, or may be permitted to take annual leave.
3. Linfox will be under no restrictions regarding the introduction, deployment and utilisation of new technology (including hand-held terminals, truck monitoring



devices and electronic seals) with employees fully co-operating in its use following appropriate training.

4. Meal and Crib breaks will be taken by individual employees on a staggered basis as work permits in accordance with legislative requirements.

5. Where required, employees will perform extraneous duties within their competence, including assisting stores and warehouse personnel in the loading and unloading of vehicles.

6. There will be no restrictive work practices inconsistent with award provisions.

See also Appendix B

19. COUNSELLING AND DISCIPLINE

Where a breach of employee duties (including under clause 11) is indicated, the matter will be the subject of appropriate investigation by management, and followed by counselling of the employee(s) concerned. Where it is considered the employee may be at fault then an official warning and/or other disciplinary action may also follow. This shall be the case even if a more tolerant approach has been previously taken at particular workplaces. In the case of serious misconduct, an employee's employment may be terminated without notice or payment in lieu.

Serious misconduct includes but is not limited to:

- * Dishonesty or Theft
- * Falsification of Worksheets
- * Misuse or Abuse of Equipment
- * Intoxication
- * Illicit Drug Use
- * Fighting
- * Physical or Verbal Abuse
- * Sexual Harassment
- * Actions Endangering Health or Safety
- * Commission of a Crime

Where suspension of duties is necessary while an investigation regarding the facts is taking place, this shall be: (i) by disengagement or without pay in the case of a casual employee; and (ii) on ordinary time payment only for other employees, but to the limit of the value of the employee's accrued leave and RDO credits.

In the latter case, where the employee: (a) is exonerated, earnings for the suspension period shall be made up and such make-up for each of the employee's normal working days is to be calculated at his/her average daily earnings rate over the thirteen weeks prior to suspension; or (b) is terminated in his/her employment, then the value of payment due in respect of the suspension period shall be deducted from the value of any accrued leave and RDO credits that would otherwise be payable on termination.

In the rare case of employment being terminated by Linfox, the former employee may make an 'unfair dismissal' claim in accordance with the Workplace Relations Act (Cth) and seek to be represented by the Union.

Nothing in this agreement shall affect the right of Linfox to immediately terminate an individual's employment for serious misconduct.

20. DISPUTES

Subject to the Act, any dispute shall be dealt with in the following manner:

(a) The employee and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.

(b) If the matter is not resolved, the representative of the Union at the workplace and the appropriate supervisor shall attempt to resolve the matters in issue.

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Enterprise Agreement
Industrial Registrar

(c) In the event of failure to resolve the dispute at workplace level, the matter shall be the subject of discussions between a full-time official of the Union and the workplace manager.

(d) Should the dispute still remain unresolved the Branch Secretary of the Union or senior representative shall confer with senior management.

(e) In the event of the dispute remaining unresolved, it shall be notified to the Industrial Relations Commission.

All work shall continue as directed by the management while attempts are being made to resolve the matter in accordance with this procedure.

Nothing in this agreement in any way limits or detracts from Linfox's rights at law, whether under common law or statute.

21. FULL AND FINAL SETTLEMENT

This agreement is in full and final settlement of all Union or employee claims relating to employee rights and entitlements. Accordingly, the Union or employees shall not pursue any extra claims, nor take any industrial action (however described) concerning any matter explicitly or implicitly dealt with in this agreement.

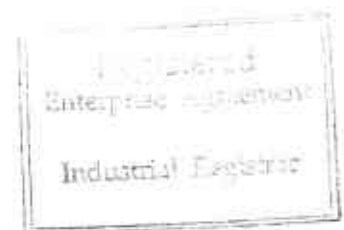
In any event:

(a) Any work that commences or resumes on a day or shift following a stoppage of work not authorised by management, shall attract ordinary time rates of pay until the full duration of the normal ordinary time period has actually been worked, so that employees shall not be over compensated for work that would have been done in ordinary time but for the stoppage.

(b) The Union or employees under this agreement shall not encourage or incite employees (or other persons) not covered by this agreement to take industrial or protest action (whether 'protected' or otherwise) of any kind.

22. NO PRECEDENT VALUE

This agreement has no precedent value and shall not be relied upon by either party in negotiations for enterprise agreements to apply to other parts of the Linfox business.



SIGNED IN AGREEMENT FOR AND ON BEHALF OF THE TRANSPORT
WORKERS' UNION OF AUSTRALIA (NSW BRANCH)

(SECRETARY) *W. Komo Acting Secretary* WITNESS
DATED: *28.8.02* NAME:

E. Toller
DIANNE TOLLER

SIGNED IN AGREEMENT FOR AND ON BEHALF OF LINFOX AUSTRALIA
PTY. LTD.

M. GILSONAN
GENERAL MANAGER - RETAIL
DATED: *6/8/02*

WITNESS
NAME:

Peter Smith 6/8/02
PETER SMITH



APPENDIX A

In accordance with subclause 15(e) of this agreement, weekly wage rates shall be no less than those set out below as on and from the date indicated.

Transport Industry (State) Award

Classification 27 June 2002

Grade One	546.50
Grade Two	565.60
Grade Three	578.90
Grade Four	590.30
Grade Five	620.00
Grade Six	627.50
Grade Seven	650.30
Grade Eight	696.40



APPENDIX B

The following matters are agreed at a local level between the parties in accordance with Clause 18 of this agreement.

1. Starting times will be flexible to meet the needs of the operation.

Management will ensure that the maximum possible notice is given of required start times.

2. Employees will undertake specified installation work and inspections/minor repairs of tanks/products as described in the Drivers Manual. (The operation of this sub-clause in terms of "minor repairs of tanks", will not in any substantive way vary the current work practice of employees).

3. Employees will effect wheel changes and minor repairs to vehicles within their competence/experience levels.

4. Employees will be paid an overnight allowance of \$25.00 per night when unable to return to Orange because of driving commitments or working hours limits. For extended periods of absence from Orange, e.g. more than two nights, an allowance of \$50.00 per night will be paid for each night away from base.

5. Employees will clean vehicle cabin interiors and wash vehicle exteriors. Tanks and other products will be washed with a hose before loading.

6. Employees will load vehicles using Forklift trucks.

7. Employees will comply with Bushman's procedures for handling of cash and cheques.

8. Employees will comply with Bushman's customer service rules/standards as laid down in the Drivers Manual.

9. Employees will provide mobile phones and will be reimbursed for rental costs and company calls within ten days of Linfox receiving correctly completed expense claim forms.

10. Employees will not be entitled to Rostered Days off (RDO's).

11. Annual holidays will be taken in blocks of five days (minimum) unless otherwise agreed by management.

12. Employees will undertake alternative duties other than driving, in quiet periods and rehabilitation, provided the tasks are within the competency and experience level of the employee concerned.

13. Employees will be responsible for all tools and loose equipment on vehicles.

14. LINFOX will consult with employees regarding hours worked, three months after the commencement of the contract. This consultation process will include discussions regarding the hours being worked by employees and rates of pay of employees.

15. LINFOX will consult with employees regarding operation and rate of pay, if during the life of this agreement, the fleet vehicle strategy requires the implementation of vehicles such as B-Doubles.

APPENDIX C

COMMON HOURLY RATE

In accordance with sub-clause 16(d) of this agreement the following Common Hourly Rate (CHR) shall apply in lieu of all award, non-award and enterprise agreement wage rates, loadings, penalties and allowances that would otherwise apply but for this appendix.

The CHR for all driving grades shall be \$17.20 for every hour worked. A 10% loading shall apply for casuals for every hour worked. This rate shall be increased from the beginning of the first full pay period commencing on or after 30 June 2003 in accordance with the CPI movement (as defined below) over the twelve month period ending the previous 31 March. This CHR has been calculated on an average 55 hours working week made up as follows:

- a. 38 hours normal time
- b. 10 hours time and a half
- c. 7 hours double time
- d. \$0.94 per hour in lieu of overtime crib break, meal allowance, cash handling allowance etc

NB - Crib allowances and tea monies are included in the CHR.

Notwithstanding anything to the contrary in this enterprise agreement or elsewhere and for the life of this appendix the Notional Earnings Base for SGC purposes shall be as per the CHR, up to a maximum of \$653.60 per week (i.e. 38 hours multiplied by \$17.20).

For the purpose of this appendix "CPI movement" refers to the Australian Bureau of Statistics (ABS) published percentage change in the weighted average of eight capital cities all groups consumer price index for the relevant period.

This appendix shall be treated as null and void from the beginning of the first full period commencing on or after 1 January 2004. At this date, the current Linfox MEA rate applying will be used as the basis for calculating the revised CHR. Alternatively Linfox may decide to revert to conventional MEA wage rates plus overtime.

