REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA00/241

TITLE: 1st Fleet Pty Ltd Group of Companies Enterprise Agreement 2000

I.R.C. NO:

00/2555

DATE APPROVED/COMMENCEMENT: 20 June 2000

TERM:

22 months

NEW AGREEMENT OR

VARIATION:

New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES:

16

COVERAGE/DESCRIPTION OF

EMPLOYEES: App

Applies to all employees of the company engaged pursuant to the Transport

Industry (State) Award

PARTIES:

1st Fleet Pty Limited -&- Transport Workers' Union of Australia, New South Wales

Branch

THIS AGREEMENT is made the 30 day of May 2000.

1. TITLE

This Agreement shall be known as the 1st Fleet Pty Ltd Group of Companies' Enterprise Agreement 2000.

2. PARTIES TO THE AGREEMENT

This Agreement shall be binding upon 1ST FLEET PTY LTD ACN 003 475 214 and subsidiary group of companies namely, 1st Fleet (Logistics) Pty Ltd, 1st Fleet (Steel) Pty Ltd and 1st Fleet (Food) Pty Ltd [hereinafter called "1st Fleet"] of 33 Davis Road, Wetherill Park in the State of New South Wales and the TRANSPORT WORKERS' UNION OF AUSTRALIA (NSW Branch) [hereinafter called the "The TWU"] of 388-390 Sussex Street, Sydney.

3. INCIDENCE AND DURATION

This agreement shall regulate the terms and conditions of employment regulated by the Transport Industry (State) Award (hereinafter referred to as the "Award"), as varied from time to time.

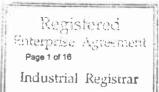
In this Agreement to the extent of any inconsistency between the award and this Agreement, the Agreement shall prevail. This agreement shall operate from the 21st February 2000 and shall expire on the 1st December 2002.

4. INTENTION

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

5. DURESS

The parties to this Agreement agree this Agreement was not entered into under duress by any party to it and the parties will seek to have it



approved in the Industrial Relations Commission of New South Wales with respect to the terms of this Agreement as it applies to employee transport workers.

6. AGREEMENT TO BE DISPLAYED

Copies of this Agreement shall be displayed in a place where visible and accessible to all parties covered by this Agreement. All other agreements whether they be written or verbal, will be superseded by this Agreement.

7. PARTIES COMMITMENTS

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

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

Work flexibility, through maximising of skills utilisation training, skills enhancement and career development, shall be committed by both parties.

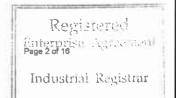
The parties bound by this Agreement recognise that the implementation of measures directed toward continuous improvement, significantly contribute towards maintaining the Company's ongoing viability with consequent improvement in employee conditions.

8. INCENTIVES

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

9. HOURS OF EMPLOYMENT

As per the Transport Industry (State) Award, as varied from time to time.



10. RESOURCE ALLOCATION

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

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

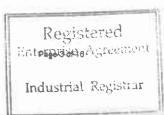
11. WORKPLACE FLEXIBILITY

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

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

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

- (i) That the Company may direct any employee to carry out such duties as are within the limits of the employees skill, competence and training provided that such duties are not designed to promote deskilling.
- (ii) That any direction issued by the Company pursuant to Sub-Clause (i) shall be consistent with the Company's safety responsibilities and the Occupational Health and Safety Act of New South Wales.



(iii) To enrich the jobs of employees, provide greater flexibility and allow employees to better utilise their skills.

12. VEHICLE ALLOCATIONS

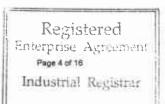
Vehicle allocations will be made by management decision based on a relative assessment of the professional competence and performance record of drivers. Where competing drivers are assessed as having equal merit then the vehicle will be allocated to the driver being the more senior in terms of total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

13. TECHNOLOGY

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

14. STANDARDS OF SERVICE

- 1. Tautliners and Pantechs are to be swept out when unloaded or being reloaded, and put through the truck wash regularly, when opportunity allows, by the employee. All trailers and rigids to have timbers stripped at the end of each day.
- 2. Employees are to wear the issued uniform during work time and maintain an appearance suitable for public contact.
- 3. All security requirements and covenants of business of the company and its client's confidentiality are to be observed.
- 4. Work toward and be aware of the importance of On-Time Deliveries.
- 5. Comply with all paperwork requirements.
- 6. Self-Manage, or perform duties as directed, be involved in recommendations to improve efficiency.
- 7. Give on-the-iob direction and training to other employees and accept training or direction.
- 8. Undertake performance review and career planning.



- 9. Be committed to the Quality Programs undertaken by the Company.
- 10. Drive and behave in a safe and professional manner when in charge of company equipment at all times.
- 11. Be committed to performing and supporting these standards.
- 12. Where possible vehicles to be washed once a week.
- 13. Under no circumstances, is any company equipment to be operated whilst under the influence of drugs or alcohol.

15. CUSTOMER SERVICE

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

Every effort to improve service levels to our clients and in turn our client's customers will be the goal of all employees.

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

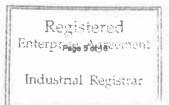
It is agreed that standard requirements for delivery may change from time to time at the request of the client. It must be recognised that service levels provided by the parties will be in accordance with the wishes of the client.

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

All parties to this Agreement also agree to comply with policies, procedures and work instructions necessary for the Company to retain accreditation to the Quality System ISO 9002, and the Roads & Traffic Authority National Alternative Compliance roadworthiness Pilot Scheme.

16. COMMUNICATION AND CONSULTATION

It is agreed that while management must ultimately make and be held responsible for all decisions concerning operational matters, where these



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

17. DISCIPLINE WARNING SYSTEM AND SERIOUS MISCONDUCT

- a) Discipline is essential to promote sound relationships between management and all employees. In the case of a breach of discipline or inability to attain or maintain satisfactory work standards a "warning" system will apply.
- b) Management acknowledges the rights of employees to a fair and open discussion of alleged misconduct or negligence and management will exercise their judgment in applying corrective action, after considering all the available and relevant factors, such as:
 - i) circumstances and work relevance of the misconduct;
 - ii) seriousness of the misconduct;
 - iii) employee's explanation of his/her conduct;
 - iv) employee's past conduct and personal situation;
 - v) repeated disregard for procedures;

c) Warning System

- i) First Warning: Verbal and noted on file.
- ii) Second Warning: In writing and administered by the Contract Manager (or his/her nominee) in the presence of a Union Delegate or nominee (on file for six (6) months).
- iii) Final Warning: In writing and administered by the General Manager (or his/her nominee) in the presence of the Union Delegate or nominee (on file for twelve (12) months).
- iv) Termination of employment will result after three (3) letters of warning have been administered and there has been no substantial change in attitude or conduct.



v) Nothing in Clause c) shall prevent an employee from seeking remedies in the New South Wales Industrial Relations Commission.

18. DISPUTE AND INDIVIDUAL GRIEVANCE PROCEDURES

- a) It is the intention of this clause to implement procedures to resolve individual employee grievances promptly by conciliation and consensus between both the employer and the employee without work restrictions, bans or stoppages occurring.
- b) The following procedures are to be adopted in the resolution of individual employee grievances.
 - i) An employee having a grievance is to notify (in writing or otherwise) his/her immediate supervisor and the supervisor shall attempt to resolve the grievance within twenty-four (24) hours.
 - ii) In the event the grievance cannot be resolved at this level the supervisor shall refer the grievance to more senior management for resolution within twenty-four (24) hours.
 - iii) Senior management on becoming aware of the grievance shall meet with the employee and genuinely attempt to resolve the grievance within a further twenty-four (24) hours.
 - iv) At the conclusion of these discussions the employer shall provide the employee with a response to the grievance provided the grievance has not been resolved, including reasons for not implementing any proposed remedy.
 - v) Should the grievance still remain unsolved, the employee and senior management may agree to the involvement of any agreed third party or parties to hear and attempt to resolve the grievance.
 - vi) If the foregoing procedures fail to resolve the issue within a reasonable period, the grievance shall be referred to the Industrial Relations Commission of New South Wales for resolutions and such resolutions shall be binding on all parties.
 - vii) Work shall continue as per direction of employer whilst this is proceeding.
 - viii) An employee shall at all times have the right to have a T.W.U. Delegate present.

19. TRAINING

a) Attending approved Training Courses.



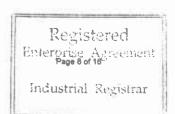
- Wherever practicable, approved training courses shall be attended by employees during their ordinary time without loss of pay.
- ii) In circumstances where it is not practicable for an employee to attend an approved training course during ordinary time for such reasons as, but not limited to:-
 - (A)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

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

- iii) On any day an employee attends an approved training course in addition to working ordinary hours or overtime as prescribed by the Award, or because it is not practicable to substitute for the employee's rostered ordinary shift/s in accordance with sub clause (ii) hereof, payment for all time spent in attendance at such approved training courses shall be at ordinary time rate of pay.
- iv) Training on overtime hours is on a voluntary basis.
- v) Other than as prescribed in sub-clause (i), (ii) hereof, the maximum payment for any time spent in attending an approved training course shall be eight (8) hours on any day.
- b) 1st Fleet agrees that TWU accredited training courses for delegates will improve industrial relations and efficiency for 1st Fleet and its employees.
- c) 1st Fleet is prepared to release elected delegates for a collective 30 training days in each full year during the life of this Agreement. The TWU agrees to consult with 1st Fleet and reach agreement on the dates on which such training will be held.

20. EQUAL OPPORTUNITY

(a) The parties commit to ensuring that all employees are offered fair and equal opportunity in all matters of employment at 1st Fleet



NSW. This shall include, but not be limited to, training and development, promotion and selection. As a general rule all parties accept that such opportunities shall be based on merit and/or needs of the business.

(b) New positions will be advertised internally when 1st Fleet gains new contracts, all employees who hold the appropriate qualifications are welcome to apply.

21. BREAKS AND ALLOWANCES

- a) Meal Allowances as per Award.
- b) Overnight Payments as per Award.
- c) All other as per Award.

22. GST

If the rate of inflation, as measured by the CPI but balanced against changes in taxation, result in a significant increase in the CPI as at 30th June 2001, then the TWU and 1st Fleet have a right to reopen negotiations.

Should there be any dispute regarding this clause, then the matter can be referred by either party to the NSW Industrial Relations Commission.

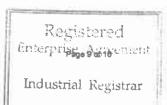
23. ROSTERED DAYS OFF

Time towards Rostered Days Off shall be accrued each 19 days worked and shall be paid out two (2) weeks prior to the Christmas period.

a) If during the 12 months period, an employee under emergency situations or a reduction of work volume occurs, the parties being employee/employer may allow time off and pay out in lieu of a Rostered Day Off.

24. PREVIOUS WAGES CLAIM (5% + 5%)

It is recognised by both parties that 1st Fleet, prior to the making of this Agreement, has partly paid the first portion of the TWU 5% + 5% 1997 wage claim. During the term of this Agreement, it shall be open to individual workplaces to be able to negotiate the remainder of the claim.



This clause can only be activated on a basis of productivity initiatives.

25. PAYMENT OF WAGES

Payment of wages shall be weekly during working hours by Electronic Transfer to the employee's bank or credit union no later than Tuesday of the week following, the week for which payment is made.

In case of wage discrepancies this will be rectified within forty-eight (48) hours of notification to the Contract Manager or Area Manager.

Under no circumstances are any monies to be deducted from an employee's wages without authorisation of the employee.

Rates of pay

21st February 2000 current wages at this time plus 3 %

19th February 2001 current wages at that time plus 3 %

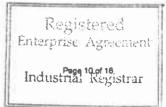
25th February 2002 current wages at that time plus 3 %

This Agreement shall operate from the first full pay week and have an expiry date of 1st December 2002.

Table of Rates				
Award Permanent	Current Rate	Rate @ 21/02/00	Rate @ 19/02/01	Rate @ 25/02/02
Grade 1	\$471.40	\$485.54	\$500.10	\$515.10
Grade 2	\$487.00	\$501.61	\$516.65	\$532.15
Grade 3	\$497.80	\$512.73	\$528.10	\$543.95
Grade 4	\$507.20	\$522.42	\$538.10	\$554.23
Grade 5	\$531.50	\$547.44	\$563.86	\$580.77
Grade 6	\$537.60	\$553.73	\$570.34	\$587.45
Grade 7	\$556.10	\$572.78	\$589.96	\$607.66
Grade 8	\$593.80	\$611.61	\$629.95	\$648.85

26. BEREAVEMENT LEAVE

As per the Award.



27. PERSONAL/CARERS LEAVE

As per the Award.

28. UNION FEES

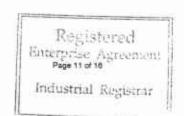
Renewal of Union fees will be deducted over a period agreed to and to be remitted to the appropriate delegates on their behalf to be paid to the T.W.U.

29. SUPERANNUATION

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

30. INCOME PROTECTION

- 1. All transport workers covered by this agreement shall be covered by an approved sickness and accident income protection plan (the plan), as provided by Chifley Insurance (a division of Lowe, Littmann and Bott Pty Ltd).
- 2. a) Premium shall be fixed, paid at 1.5% of wages excluding non-taxable allowances. Balance of premium, if required, from employees.
 - b) The administration function on behalf of each employee shall be external to 1st Fleet and controlled directly by Chifley Insurance Brokers.
 - c) No claims for payment to employees, under this insurance arrangement, will be accepted or paid by 1st Fleet for any reason.
 - d) Pursuant to clause 29.2.a), 1st Fleet shall remit at the end of each month the premium payment to Chifley Insurance on behalf of each employee paid under this Agreement.



31. ENTITLEMENT PROTECTION

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

32. DRUG AND ALCOHOL POLICY

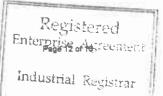
1st Fleet will develop and implement appropriate strategies to deal with minimising the risk of drug and alcohol misuse in the 1st Fleet workplace which can affect safety, health, productivity, efficiency and to ensure public safety in the road transport industry:

The following program shall be introduced:

1. Education

- Site visits by Management, to discuss with employees the introduction of drug and alcohol testing and minimise the misuse of drugs and alcohol by a trained person in this field.
- ii) Distribution of literature on the hazards of drug and alcohol misuse.
- iii) Advise these employees not under the present contract of employment that there is a change in employment conditions and they will be expected to sign a variation deed agreeing to drug and alcohol testing.
- iv) Any employee objecting to the changed conditions of employment will:
 - a) be counseled by union delegate, safety management representatives and legal affairs. The company will take all steps necessary to try to convince the employee of the need to reduce the risk for the employees, other road users and the company.
 - b) the employee will be given the opportunity to consider these changes and express his point of view.
 - c) if after these efforts the employee refuses to sign the deed he will be asked to find employment elsewhere.

The company is prepared to contest any legal proceedings brought on by an employee or the union in this regard.



2. Testing

Drugs

Employees will be randomly selected for the tests, the random selection system used will be computer based, a number allocated to the name, the number being the only reference used for testing, samples and results. The company Risk Manager will be the only company officer with the knowledge of the number/ name relationship. Absolute secrecy will be maintained.

The testing will be conducted by an outside provider, namely, the Australian Dug Management and Education P/L, in accordance with Australian Standard AS 4308-1995 the recommended practice for the collection, detection and quantification of drugs of abuse.

The numbered samples will be forwarded to a laboratory and the results returned within 24hours.

Any positive results will be passed on immediately to our company doctor for interpretation.

The employee involved will be asked to meet with the doctor and the Risk Manager to discuss the employee's lifestyle and rehabilitation. The aim being to ensure the employee does not attempt to drive a company vehicle again while under the influence. If possible the employee should be self-disciplining. It is not the company's intention to interfere in an employee's private life.

Should a randomly selected employee refuse the test when nominated, he/she would be asked to explain why he/she is refusing particularly when he/she are aware it is a condition of employment.

Should the explanation be that he/she knows he/she is under the influence of a drug.

- a) then it will need to be determined if his/her intention was to drive his/her truck while in this state, if so caution him/her.
- b) did he/she plan to stand down as sick.
- c) does he/she fully understand that driving under the influence of drugs or alcohol can lead to dismissal.
- d) does he/she need some assistance with rehabilitation.



 e) or has he/she decided to reject this condition of employment.

In any of these situations the employee would be requested to attend meetings with his union delegate and the Risk Manager. If necessary other specialist's services would be enlisted ie. Doctors & counselors to assist in the employee retaining his employment. If he/she chooses to reject these efforts, he/she would be given a written warning and stood down without pay and be asked to consider their position, asked to return the next day and requested to comply with his condition of employment. If on the third day he/she still refuses to comply with their employment conditions, he/she would be terminated.

Alcohol

Random breath tests will be conducted by the 1st Fleet security office at the various contract sites. The tests will be unannounced and at a frequency determined by management.

The aim being to ensure an employee does not attempt to drive a company vehicle again while under the influence. If possible the employee should be self-disciplining. It is not the company's intention to interfere in an employee's private life.

Should a randomly selected employee refuse the test when nominated, he/she would be asked to explain why he/she is refusing particularly when he/she is aware it is a condition of employment and also a condition of the New South Wales Motor Traffic Act, also under the Road Transport Act 1999/No. 20.

3. Summing up

The objective of the companies Drug & Alcohol policy is to eliminate the risk of company employees operating companies vehicles while under the influence of Drugs and or alcohol. Success in this objective will improve the road safety of all road users including 1st Fleet employees.

We wish to educate our employees to have no fear of the tests, that the tests are a sensible addition to the health requirements of our Trucksafe Accreditation and will help the employees control the misuse of drugs and alcohol.

For instance we would at some stage expect them to be self disciplining and use the breath testing machine at their own choice, should indications be they're over the limit, then they would advise their supervisor, they will be stood down from driving for the day



without loss of pay. Should this situation become a frequent event then it would necessary for rehabilitation for the employee.

The Company and the public at large do not want employees in control of vehicles while under the influence of drugs and/or alcohol, we need testing procedures as a deterrent to employees who are not prepared to control their misuse of drugs and alcohol.

We will help any employee with a problem of misuse in drugs and alcohol and assist in rehabilitation but if an employee persistently attends for work under the influence of drugs and/or alcohol after receiving the accepted number of warnings, they will be terminated.

We have every intention of ensuring that an employee found to be under the influence of drugs and/or alcohol has the opportunity to be heard, every situation will be treated on its merits. The need for flexibility relates to unforeseen circumstances.

The Company does not wish to interfere with an employee's private life, they become 1st Fleet's responsibility when they get behind the wheel of a 1st Fleet vehicle.

33. VEHICLE ON BOARD MONITORING OF PERFORMANCE

See attached APPENDIX A.

Procedures attached.





QUALITY MANAGEMENT SYSTEM

ON BOARD MONITORING REPORT

Doc No: FF-PC-48-HO-08

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Page: 1 of I

NAME:		
		, ,
LEET NO);	
THE O	N-BOARD COMPUTER IN YOU MANCE GUIDELINES HAVE BI	TR VEHICLE INDICATES THAT 1ST FLEET'S EEN EXCEEDED IN THE FOLLOWING AREA/S:
1.	EXCESSIVE SPEED	
2.	EXCESSIVE RPM	
3.	EXCESSIVE IDLE TIME	
4.	DISCONNECTION	
	PLEASE INFORM YOUR CO REASON WHY THIS REPOR	ONTRACT MANAGER AS TO ANY RT SHOULD NOT BE RECORDED
ours sincerel Fleet Pty L	y td	
		Drivers Signature
40	/	Contract Managers Signature
ian Patterso Juipment M	on anager/Director	Date:

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Registered
Enterprise Agreement
Industrial Registrar



VEHICLE ON BOARD MONITORING OF PERFORMANCE

REPORTING PROCEDURE

Doc No: FF-PC-48-RM-37

Issue:

Date: 16/12/99

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As part of 1st Fleet's Quality management System, all trucks are fitted with an Execulog Computer (Black Box) which records the following trip details. Time and distance traveled, speed and R.P.M of motor, stop time and idle time.

It is a breach of company policy for drivers to :-

- 1. Drive company trucks in excess of 100kmh.
- 2. To exceed the RPM specified by 1st Fleets Policy.
- 3. To exceed the idle time of 4mins.
- 4. Disconnection of the execulog computer.

The objective of this procedure is to establish a system for dealing with these breaches.

Frequency of checks on performance

Checking of the performance criteria will occur weekly for metropolitan and twice weekly for intrastate and interstate vehicles. The checking of criteria will be conducted by the Equipment Managers/Directors department.

Breach's of performance criteria

There are two levels of breach of performance criteria.

1. Minor Breaches

- Speeds up to 5% above limit of 100kph.
- RPM up to 5% above 1" Fleets Policy.
- Idle time up to 7 minutes maximum:

Major Breaches

- Continued speeds of 5% above limit of 100kph
- Continued RPM of 5% above 1st Fleets Policy
- Continued breaches of 7 minutes maximum
- Continued disconnection of Execulog computer

Each breach is examined in isolation and treated on its merits.

Registered
Enterprise Agreement
Industrial Registrar



VEHICLE ON BOARD **MONITORING OF** PERFORMANCE

REPORTING PROCEDURE

Doc No: FF-PC-48-RM-37

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Date: 16/12/99

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Action on Breach's

For minor breaches a driver will receive re-training in the practices to avoid minor breaches. Continued minor breaches will warrant counseling.

When a driver has three major breaches disciplinary action will be taken. The action could take the form of demotion or possibly dismissal. Each situation will be treated on its merits.

Breaches will be entered on a driver's record. All written warning will be filed by Risk Manager in driver's personal file.

At counseling and times when warnings are given drivers will be given the opportunity to explain their situation at the time of the breach. When the stage is reached where 2nd and 3nd warnings are warranted the employee's representative should be in attendance.

See attached flow chart.

Interstate Responsibilities.

Interstate responsibilities for the introduction of these procedures lies with the following Logistics Managers

Queensland

- Hugh Cullen

Victoria

- Joe Sbriglio

South Australia

- Rob Edwards

Western Australia - Tony Grasso





QUALITY MANAGEMENT SYSTEM

VEHICLE ON BOARD MONITORING OF PERFORMANCE

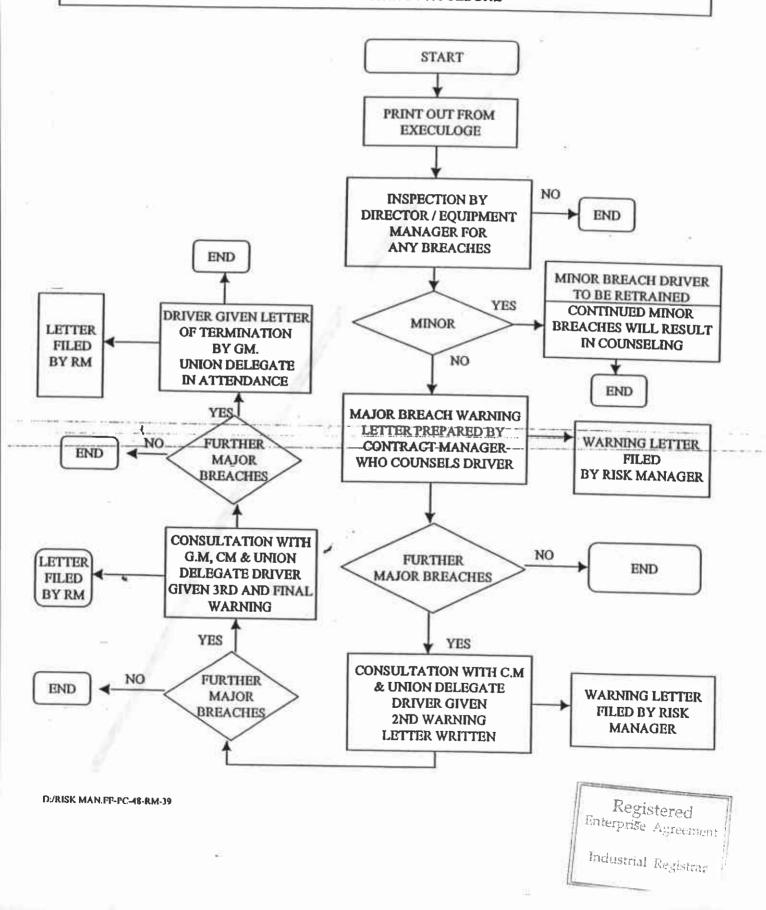
DOC: FF-PC-48-RM-39

ISSUE: 3

DATE:16/12/99

PAGE: 3 OF 3

FLOW CHART REPORTING PROCEDURE



The parties hereby witness this Agreement as follows:

SIGNED on behalf of the

WALES BRANCH

TRANSPORT WORKERS' UNION OF AUSTRAALIA, NEW SOUTH

SIGNED on behalf of

1st FLEET PTY LTD

Registered

Signature: Signature: **Anthony Sheldon** Stephen Brown Name: Name: **State Secretary Managing Director** Title: Title: Signature: **Wayne Forno** Name: Official Title: In the presence of UNION DELEGATES Robert Borland 1. Glen Carroll 2. Andrew Cunningham 3. Jim Darby 4. Robert Desmid 5. 6. **Terry Doherty** Wally Fisher 7. 8. Glen Fraser 9. Marino Kreljak John McDougall 10. 11. ROSS MICH GEZIE CHRIS FROST Carl Schachter 12. 13. Tony Sneesby Peter Stone 14. 15. Ray Wall