

Tony Sheldon National Secretary

28 February 2017

Senior Deputy President Hamberger
Fair Work Commission
80 William Street
SYDNEY NSW 2000

BY EMAIL: amod@fwc.gov.au

Dear Senior Deputy President Hamberger,

Re: AM2016/32 – TRANSPORT INDUSTRY AWARDS

AM2012/212 – *Road Transport and Distribution Award 2010*

AM2014/211 – *Road Transport (Long Distance Operations) Award 2010*

We refer to our submissions in the *Road Transport (Long Distance Operations) Award 2010* dated 19 January 2017.

We note errors in relation to 2 attachments referred to in the above submissions. Underneath paragraph 2 on page 1, the heading Fatigue Management Plan should refer to TWU-5 and not TWU-4. At paragraph 11 on page 4 in the last sentence the attachment should be TWU-4 and not TWU-5.

Yours sincerely,



Wendy Carr
Director of Legal
Transport Workers' Union of Australia

FAIR WORK COMMISSION

4 yearly review of modern awards – Transport Industry Awards

Matter No. AM2016/32

RE *Road Transport (long Distance Operations) Award 2010*

SUBMISSIONS FOR THE
TRANSPORT WORKERS' UNION OF AUSTRALIA

INTRODUCTION

1. The Transport Workers' Union of Australia (TWU) makes these submissions pursuant to the Directions for the Transport Industry Awards issued by the Fair Work Commission (the Commission) on 20 December 2016. The TWU is seeking a number of variations to the *Road Transport and (Long Distance Operations) 2010* (the Award) and makes the following submissions in support of the draft determinations filed on 21 December 2016.
2. The TWU also seeks to rely on a number of witness statements in support of the variations set out in the attached draft determinations marked TWU-5, TWU-6 and TWU-7

FATIGUE MANAGEMENT PLAN – TWU-4

3. The TWU proposes to vary subclause 13.5(a)(iii) which makes provision for employers who have an accredited Fatigue Management Plan (FMP) in place to calculate trip rates by multiplying the hourly driving rate specified in the Award by the number of driving hours specified in FMP. The subclause to be inserted is as follows:

*where the employer has an accredited Fatigue Management Plan in place, the hourly rate may be used to calculate a trip rate for any journey by multiplying the hourly rate by the number of driving hours specified in the FMP for that journey. For the purposes of this clause **accredited Fatigue Management Plan** means any program which is approved under an Act of a Commonwealth, State or Territory parliament for the purposes of managing driver fatigue. A copy of the FMP for that journey must be provided to the driver.*

4. The purpose of the proposed variation is to ensure that an employee who is paid in accordance with an employer's FMP must be provided with a copy of that plan so that the employee understands the basis upon which the relevant trip rate is calculated. The proposed variation will ensure that the Award is simple and easy to understand so that employees know the basis upon which they are paid.

Background

5. The Award applies to employers and employees engaged in long distance operations in the private transport industry being interstate operations or any return journey where the distance travelled exceeds 500 kilometres.¹
6. An employee is required to be paid for all driving time pursuant to either the cents per kilometre method set out in clause 13.4 or the hourly driving method set out in clause 13.5. Under the hourly driving method, an employee is to be remunerated for common routes by reference to agreed driving hours or by reference to the number of driving hours specified in an accredited FMP. Clause 13.5(a) provides:

- (a) *An employee engaged in a long distance operation may be paid for the driving component of a particular journey by means of an hourly driving rate for the relevant grade of the vehicle. The hourly driving rate may only be applied as follows:*
 - (i) *where the journey to be performed by the driver is listed in clause 13.5(c) the number of driving hours for that journey is deemed for the purposes of this award to be no fewer than the number indicated in the schedule for that journey; or*
 - (ii) *where the journey to be completed is not listed in clause 13.5(c) payment must be for actual hours worked and must not be pursuant to a trip rate which provides for a fixed amount per trip; or*
 - (iii) *where the employer has an accredited Fatigue Management Plan in place, the hourly rate may be*

¹ Long Distance Award, clause 3.1 and 4.1

*used to calculate a trip rate for any journey by multiplying the hourly rate by the number of driving hours specified in the FMP for that journey. For the purposes of this clause **accredited Fatigue Management Plan** means any program which is approved under an Act of a Commonwealth, State or Territory parliament for the purposes of managing driver fatigue.*

7. The variation is necessary to give effect to the modern awards objective of ensuring that “modern awards, together with the National Employment Standards, provide a fair and relevant safety net of terms and conditions”: s 134(1). In particular, the variation will ensure that the award is simple and easy to understand.

Rates of pay – hourly driving method

8. There are effectively three ways in which hourly driving rates may be applied to an employee engaged to perform a long distance operation. The first requires the hours for those journeys listed in the schedule in clause 13.5(c) to be no fewer than the hours listed in the schedule. The second requires payment for actual hours worked where the hours listed are not in the schedule and the third requires payment pursuant to a trip rate where the number of driving hours are specified in the FMP.
9. In the first and second methods an employee can easily ascertain and understand the way in which the hourly rate is calculated by reference to either the schedule or to the actual hours worked. Under the third method, unless an employee is provided with a copy of the plan, they may not know what the number of driving hours are which are specified in the FMP for a particular journey.
10. The TWU submits that when an employee is remunerated in accordance with an FMP, the driver should be provided with a copy of that plan. An FMP, or Safe Journey Plan (SJP) typically contains trip details including the total kilometres to be travelled; time allocated for other work (e.g. loading/unloading and safety checks), short rest breaks, long rest breaks and estimated total trip time.

11. The FMP or SJP may also make provision for the driver to report any issues or comments, incidents, hazards, infringements or breaches. If an employee is paid pursuant to an FMP they should be able to determine how the trip rate has been calculated and whether or not all work and travel has been factored into the rate. An example of an SJP is attached and marked as attachment **TWU-5**.
12. In order to meet the Modern Awards Objective of providing a minimum safety net, remuneration pursuant to Award provisions should be transparent and open for assessment.

Conclusion

13. For these reasons, the variation proposed by the TWU should be made by the Commission. The Award should be simple and easy to understand and made clear that an employee must be informed of the rates of pay that apply to a particular method of payment.

PICKUP AND DROP OFF ALLOWANCE – TWU-6 and TWU-7

14. The TWU proposes to insert new subclauses 13(3)(d)(ii) and 13.7 within clause 13 – Minimum rates of pay and classifications, to make clear that employees should be appropriately remunerated for work that does not form part of a long distance operation. The substance of the proposed variations are contained in 13.7 as follows:

(a) Where an employee engaged in a long distance operation is required to pick up or drop off at two or more locations at the principal point of commencement or the principal point of destination, the employee must be paid an hourly rate for all additional hours worked calculated by dividing the weekly award rate prescribed by clause 13.1 by 40 and multiplying by 1.3 (industry disability allowance).

(b) Where an employee engaged in a long distance operation is required to pick up or drop off at a location on route between the principal point of commencement and principal point of destination, the employee must be paid an hourly rate for all additional hours worked calculated by dividing the weekly award

rate prescribed by clause 13.1 by 40 and multiplying by 1.3 (industry disability allowance).

15. The Award defines a long distance operation as follows:

***Long distance operation** means any interstate operation, or any return journey where the distance travelled exceeds 500 kilometres and the operation involves a vehicle moving livestock or materials whether in a raw or manufactured state from a principal point of commencement to a principal point of destination. An area within a radius of 32 kilometres from the GPO of a capital city will be deemed to be the capital city.²*

16. The TWU proposes to insert the new subclauses to ensure that the Award makes appropriate remuneration for employees who perform duties that do not form part of a long distance operation, or are required to pick up or drop off at locations between the principal point of commencement and principal point of destination.
17. The variation is necessary to give effect to the modern awards objective of ensuring that “modern awards, together with the National Employment Standards, provide a fair and relevant safety net of terms and conditions”: s 134(1). In particular, the variation will ensure that employees are appropriately remunerated for time not engaged in a long distance operation and that the award is simple and easy to understand (s 134(1)(g)).

Background

18. The Award and the *Road Transport and Distribution Award 2010* (RT&D Award) are the principal awards, which have application to employers and employees in the road transport industry. Historically there has been interaction between the two awards with businesses conducting both long distance and local work. Employees engaged pursuant to one award may, from time to time, transfer between the two awards.
19. For example the *Road Transport (Long Distance Operations) Award 2010* (RT (LDO) Award) contemplates circumstances whereby an employee who is engaged in long distance operations may temporarily be required to perform

² Long Distance Award, clause 3 Definitions and coverage

duties, which do not form part of a long distance operation. In those circumstances the employee is to be covered by the RT&D Award (subclause 4.2 of the RT (LDO)).

20. Those provisions were inserted into the RT (LDO) Award as part of the Modern Awards Review 2012 following an application by the Australian Industry Group (AIG) to rectify what it said was an anomaly arising from the Part 10A award modernisation process.³
21. The TWU submits that despite those provisions being inserted, employees are required to perform duties not forming part of a long distance operation without appropriate remuneration.

Pickup and drop off allowance

22. It is appropriate that the Commission should vary the Award to ensure that an employee who performs duties that do not form part of a long distance operation is appropriately remunerated for those duties. This will ensure that the Award provides a fair and relevant safety net of terms and conditions.
23. The reference to a “principal point of commencement” and a “principal point of destination” in the definition of a long distance operation contemplates that journeys are from one location (i.e. a depot or pickup place) to another location (i.e. another depot or drop off place).
24. The Award and its predecessors contemplated transport operations where goods and materials were transported from one transport hub to another within the meaning of a long distance operation. Work outside this would not fall within the definition of a long distance operation.
25. It is generally understood that a principal point of commencement to a principal point of destination means from one location to another. It should not, within the meaning of the definition of a long distance operation, mean other points of commencement or destination within a long distance operation or multiple points of pickups or drop offs at either end of a long distance operation.
26. One of the reasons advanced by the AIG for the insertion of subclause 4.2 was to “clarify that when an employee is required by an employer to perform driving

³ [2014] FWC 3529 at [17]

duties which are not connected with a long distance operation, it's the RTD, the Road Transport Award, that covers such work and not the long distance operations award".⁴

27. In supporting the variation, the Australian Road Transport Industrial Organisation (ARTIO) submitted that the rationale behind subclause 4.2 was to:

Protect employees at the commencement or end of a long distance journey where a driver is directed to perform or make local pick-ups and/or deliveries as part of a long distance trip. In our submission, your Honour, this clause will ensure that an employee is paid on hours under the local award where appropriate. It is about where a long distance operation begins and ends in terms of what is a principal point of commencement to a principal point of destination.

28. Despite the insertion of subclause 4.2 there have been practical problems with the coverage provisions of the Award as well as a misuse of the definition of a long distance operation.
29. The evidence demonstrates that employees engaged in long distance operations are performing long distance operations and making multiple pickups or drop offs at either end of the long distance operation. Additionally, there appears to be a misuse of the definition of what is a long distance operation in that some employers require employees engaged in a long distance operation to divert from the principal point of commencement to the principal point of destination.
30. The variation is consistent with the modern awards objective as set out in s 134 of the Act in that it would ensure that the modern award system, together with the National Employment Standards, provides a fair and relevant minimum safety net of terms and conditions of employment.
31. The TWU submits that the variation will assist in achieving the modern awards objective as set out in s 134 of the Act. The variation will also assist in achieving the objective of ensuring that the Award is simple and easy to understand (s 134(1)(g)). It is appropriate that persons reading a modern

⁴ AM2012/39 Transcript at PN134

award be able to understand what duties fall outside the definition of a long distance operation.

Conclusion

32. For these reasons, the variation proposed by the TWU should be made by the Commission. The Award should provide for appropriate remuneration when an employee who is engaged to perform a long distance operation performs duties that are not part of a long distance operation.

ATTACHMENTS

33. The following draft determinations and witness statements are attached:

- TWU-4
- TWU-5
- TWU-6
- TWU-7
- Statement of Lyle Fear
- Statement of Garry Anderson
- Statement of Max Bird
- Statement of Daryl Coghill

34. The following witness statements will also be relied upon:

- Statement of David O'Brien
- Statement of Robert Bell

Transport Workers' Union of Australia

Dated: 19 January 2017

SAFE JOURNEY PLAN (SJP) v3

To be Completed by Driver & Supervisor



SJP Prepared by (name of employer or hirer) Address of employer or hirer

Trip Start Location Trip Destination

Contractor's Name Driver's Name

Driver's Licence Number Licence Class Expiry Date

Vehicle Type B-Double Single Other Trip No.

Registration /Fleet Number(s) P Movers Motor vehicle GPS tracked Yes/No Trailers Rego

Driving Hours Scheme SH BFM AFM or other

At the time of commencing this task state how many hours are available to you in the next 24 hours before you need to take a long break, i.e. min 7 hours

Work (HH:MM) Night Hrs:Mins Record night hours available if BFM or AFM

Vehicle Identification (make and model)

Driver's Task
Description of driving & non driving work, anticipated route, all pick-up and delivery locations and estimate of kms for this part of the task

KMS Calcs Check

Hrs:Mins

Estimate of Average Driving Speed Estimate of Rolling Time = Note implications if the driver operating under SH i.e. max 12 hours' work in 24

Working Space

Use this space to include a travel plan detailing anticipated timeframes and distances for the trip including major rest breaks.

Other Work Time E.g. Loading / Safety Checks

Total Work +

Mandatory Minimum Short Rest Breaks (Total) +

Mandatory Minimum Long Rest Breaks (Total) and any discretionary rest +

Estimate of Trip Time =

Departure Time and Date OR Day Date

ODO Reading Outbound

ETA based on above Information Time OR Day Date

Note: An ETA is an ESTIMATED time of arrival and is not binding on the driver. Any delays that will alter the ETA will be notified to the receiving branch

Comments e.g. Agreed ETA?

All unexpected delays must be reported at first opportunity to

DRIVER DECLARATION (pre-departure)

1. My work diary has been completed in accordance with legislation and a copy can be made available on request.
2. If this task takes me past 24 hours, I will take into account what work time is available before a mandatory 24 hour rest period is required.
3. My previous duties were completed in accordance with legislation. I have taken required rest breaks & I am competent and fit to perform this trip (road transport service) as per the plan in a safe and legal manner taking into account all known identified risks including but not limited to weather, environment and physical conditions e.g. the roads & infrastructure etc.
4. I have been given a route assessment (if required) with suitable rest areas indicated or I am familiar with the task and I am aware of suitable rest areas.
5. Any additional risks associated with driving at night have been taken into account and I acknowledge that I should stop and take additional rest if fatigued.
6. All necessary paperwork has been submitted and a Vehicle Pre-Trip Safety Inspection completed including a Vehicle Fault Report (VFR).
7. My driver's licence is current and appropriate for the task.

Initial/Tick

Driver's Signature Supervisor's Signature

Print Name Print Name

Pre-Trip Safety Inspection Done? Paperwork submitted

AMENDING OR REPLACING THE PLAN

Drivers are authorised to amend the plan without referring to their Supervisor if any unforeseen journey incident occurs. However, the changes must only be routine in nature and will not cause the regulated driving hours to be breached. If a significant change from plan is necessary and there is possibility that regulated driving hours will be breached, the driver must contact his/her Supervisor for instruction

Trip commentary / remarks. Use this section to record arrival and departure information at customers premises if performing pickups and deliveries (you can ask for these to be witnessed by the consignor or consignee).

If the driver has not used a national work diary for this trip - the driver should enter the odometer readings for each vehicle driven, together with the time and location for each change of activity for the trip, in this space. If the vehicle has been fitted with a GPS enabled telematics device that the employer or hirer uses to monitor on a real time basis then this information is NOT required to be recorded in this plan

Vehicle Fueled At Litres ODO

ARRIVAL INFORMATION Receiving Location Time Date

On Arrival – How Many Work Hours does the Driver have left in the Current Shift? ODO Reading Inbound Total KMS

Supervisor / Security Signature _____

Print Name _____

Trip substantially completed as per plan? YES / NO Vehicle Fault Condition Report Raised? YES / NO
If "NO" State Reasons Under "Trip Issues"

Driver's Signature _____
I have completed the National Work Diary which includes motor vehicle registration no. / dates / times / odometer readings for all changes of activity. Return completed SJP within 48 hours of journey completion. YES / NO

TRIP ISSUES (COMMENTS / INCIDENTS / HAZARDS / INFRINGEMENTS / DRIVER BREACHES / INTERCEPTS etc)

<<FileNo>> <<PrintNo>>
FAIR WORK COMMISSION

DRAFT DETERMINATION

Fair Work Act 2009
Part 2-3, Div 4 – 4 Yearly reviews of modern awards

Road Transport (Long Distance Operations) Award 2010
(AM2016/32 & AM2014/212) MA000039

Road transport industry

SENIOR DEPUTY PRESIDENT HAMBERGER

DEPUTY PRESIDENT SAMS

COMMISSIONER LEE

SYDNEY, XX YYY 2017

Review of modern awards to be conducted.

- [1] Further to the Decision and Reasons for Decision <<DecisionRef>> in <<FileNo>>, it is determined pursuant to section 156(2)(b)(i) of the *Fair Work Act 2009*, that the *Road Transport (Long Distance Operations) Award 2010* be varied as follows.
- [2] Delete existing Clause 13.5(a)(iii) – Rates of Pay – Hourly Driving Method and replace with the following:

“(iii) where the employer has an accredited Fatigue Management Plan in place, the hourly rate may be used to calculate a trip rate for any journey by multiplying the hourly rate by the number of driving hours specified in the FMP for that journey. For the purposes of this clause **accredited Fatigue Management Plan** means any program which is approved under an Act of a Commonwealth, State or Territory parliament for the purposes of managing driver fatigue. A copy of the FMP for that journey must be provided to the driver.”
- [3] The determination shall operate on and from XX YYY 2017.

SENIOR DEPUTY PRESIDENT

<<FileNo>> <<PrintNo>>
FAIR WORK COMMISSION

DRAFT DETERMINATION

Fair Work Act 2009
Part 2-3, Div 4 – 4 Yearly reviews of modern awards

Road Transport (Long Distance Operations) Award 2010
(AM2016/32 & AM2014/212) MA000039

Road transport industry

SENIOR DEPUTY PRESIDENT HAMBERGER

DEPUTY PRESIDENT SAMS

COMMISSIONER LEE SYDNEY, XX YYY 2017

Review of modern awards to be conducted.

- [1] Further to the Decision and Reasons for Decision <<DecisionRef>> in <<FileNo>>, it is determined pursuant to section 156(2)(b)(i) of the *Fair Work Act 2009*, that the *Road Transport (Long Distance Operations) Award 2010* be varied as follows.
- [2] Insert a new sub-clause 13(3)(d)(ii) as follows:
“13(3)(d)(ii) the pickup and drop-off allowance as prescribed by clause 13.7;”
- [3] Consequential renumbering of remainder of sub-clause 13(3)(d).
- [4] The determination shall operate on and from XX YYY 2017.

SENIOR DEPUTY PRESIDENT

<<FileNo>> <<PrintNo>>
FAIR WORK COMMISSION

DRAFT DETERMINATION

Fair Work Act 2009
Part 2-3, Div 4 – 4 Yearly reviews of modern awards

Road Transport (Long Distance Operations) Award 2010
(AM2016/32 & AM2014/212) MA000039

Road transport industry

SENIOR DEPUTY PRESIDENT HAMBERGER

DEPUTY PRESIDENT SAMS

COMMISSIONER LEE

SYDNEY, XX YYY 2017

Review of modern awards to be conducted.

- [1] Further to the Decision and Reasons for Decision <<DecisionRef>> in <<FileNo>>, it is determined pursuant to section 156(2)(b)(i) of the *Fair Work Act 2009*, that the *Road Transport (Long Distance Operations) Award 2010* be varied as follows.
- [2] Insert a new sub-clause 13.7 as follows:
- “13.7 Pickup and Drop-off allowance
- (a) Where an employee engaged in a long distance operation is required to pick up or drop off at two or more locations at the principal point of commencement or principal point of destination, the employee must be paid an hourly rate for all additional hours worked calculated by dividing the weekly award rate prescribed by clause 13.1 by 40 and multiplying by 1.3 (industry disability allowance).
- (b) Where an employee engaged in a long distance operation is required to pick up or drop off at a location on route between the principal point of commencement and principal point of destination, the employee must be paid an hourly rate for all additional hours worked calculated by dividing the weekly award rate prescribed by clause 13.1 by 40 and multiplying by 1.3 (industry disability allowance).
- ”

[3] Consequential renumbering of remainder of clause 13.

[4] The determination shall operate on and from XX YYY 2017.

SENIOR DEPUTY PRESIDENT

DRAFT

IN THE FAIR WORK COMMISSION

Matter No. AM2016/32

4 Yearly Review of Modern Awards – Road Transport (Long Distance Operations) Award 2010

STATEMENT OF LYLE FEAR

1. I Lyle Fear of [REDACTED] State of Queensland state as follows:
2. I am employed by Richers Transport Pty Ltd (“Richers”) as a Driver Grade 4. I commenced employment with Richers about 9 years ago.
3. I am employed as a Grade 4 semi-trailer driver picking up and delivering mainly groceries. I am based at the Brisbane Depot.
4. The Richers Transport Pty Ltd Enterprise Agreement 2013 covers my terms and conditions of employment. Attached and marked **LF-1** is a copy of that agreement. For the trips that I undertake I am paid a trip rate pursuant to the enterprise agreement.
5. In addition I am paid the relevant pickup/drop off allowance for each pickup and drop off. The allowance is a set rate regardless of the time taken to drop off or pickup.

“Milk Runs” and multiple pick ups and drop offs

6. When doing pickups and drop offs I am physically engaged in the task of loading and unloading. The trailer I use is a single taut liner. The load restraint system involves the use of side loading boards, which are low gates that are installed the same way as normal gates. In addition to the use of the side loading boards I am required to strap the pallet down.
7. When doing a pickup or drop of groceries it is usual to leave the side loading boards where they are and the freight is loaded from the rear of the truck by a pallet jack. I then must open the curtains and use the straps to secure the load or undo the straps if the freight is being unloaded. With freight other than grocery freight it is necessary to remove the sideboards and pack them away. The sideboards are replaced for the next load of grocery freight.
8. I usually commence my day at 2.30 am from the depot at Acacia Ridge which is a suburb of Brisbane. When I arrive at the depot I carry out a vehicle check. I would then leave the depot around 2.45 is to pick up loaded trailers from either the

Woolworths or Coles Distribution Centres (DC). If I am going to Coles it is one pickup but if I am going to Woolworths it is usually two pickups.

9. The trips that I usually undertake as a long distance driver involve a number of destinations to pick up and drop off groceries or freight.
10. An example of a recent trip was when I had to go to Gympie with a stop on the way. When I arrived at the Coles DC to pick up the trailer I had to strap it down. This is classed as a pickup.
11. I was there for about 45 minutes strapping down the load and then sealing it. I would have left there about 3.45 am to go to my first stop which was Maryborough.
12. I arrived at Maryborough at about 6.45 am. I had to put the trailer into the bottom yard, unhook it and then I had to bobtail from there to Gympie, which is an hour and a half from Maryborough, to pick up an empty trailer.
13. While I was there I had to refuel the truck, which took 30 minutes. After that I went out to a little place called Imbil to pick up a load of timber, which we had to load, pack and strap down. It takes about three quarters of an hour to get to Imbil. It took about an hour to load the timber.
14. Following that I went to Kunda Park to the Heinz depot where I had to unstrap the trailer. The trip to Kunda Park from Imbil takes about an hour and a half. When I arrived at Kunda Park I was there for about an hour unstrapping and unloading the trailer.
15. I then headed back to Brisbane stopping along the way to put the plates back in the side of the trailers for the groceries, hook liners, which took about 20 minutes. When I arrived back at Brisbane I dropped the trailer off at Coles, which took about 10 minutes.
16. Then I had to pick up another trailer that was sitting outside to take back to the Brisbane depot to load more freight on, strap the load down and park the truck in the yard. This took about an hour and a half.
17. Most days I finish at around 5.30 pm which means my day is approximately 15 hours.
18. The trip described above is not a direct route from A to B then back to A. In my view the trips that I undertake do not fall within the definition of a long distance operation in that there are multiple pick ups and drop offs.

.....
Signed

18-1-17
.....
Dated

IN THE FAIR WORK COMMISSION

Matter No. AM2016/32

4 Yearly Review of Modern Awards – Road Transport (Long Distance Operations) Award 2010 and Road Transport and Distribution Award 2010

STATEMENT OF GARRY ANDERSON

I, Garry Anderson of [REDACTED] State of Victoria state as follows:

1. I am 50 years of age.
2. I am currently employed by Visy Logistics 2 as a truck driver. The depot I work out of is Shepparton.
3. My employment is covered by an enterprise agreement.

Work History in the transport industry

4. I have worked as a truck driver in the road transport industry since I was 21. I have worked in various sectors having performed both local work and long distance operations.
5. Over the years as a truck driver I have experienced a number of issues with the *Road Transport (Long Distance Operations) Award (RT (LDO)) Award*.

“Milk Runs” and multiple pickups and drop offs

6. A truck driver performing a long distance operation under the RT (LDO) Award drives from the principal point of commencement to the principal point of destination. The Award sets out a number of trips where the distances and time taken to travel those distances are agreed distances and times. These distances and times do not make allowance for when an employer requires a driver to deviate along the way, which adds to the time or distance travelled.
7. When this happens a driver does not receive any extra payment for the time taken or for the extra kilometres travelled when required to deviate off the route, particularly if a trip rate is applied. For example if I do a return journey from Shepparton to Melbourne I receive payment for 400 kilometres. We do get paid for the drops and pickups but it is a set rate and does not take into account the time that it takes to do the pick up or drop off. From memory the rate is \$28 and if you take 3 hours to unload at a location on the way you still only receive \$28.
8. The other issue relates to multiple pickups and drop offs. When I was employed by Patrick’s, I was only paid for one drop off and one pickup. On many occasions

I have done multiple depot drops prior to going to the supermarket. I have also done multiple drops of cement prior to going to the cement sheet factory warehouse. However I am only paid for the time to make one pick up and one drop off, which is the loading and unloading allowance.

9. In addition I am not paid for the extra kilometres it takes to make the multiple pick ups and drop offs and instead am paid a set trip rate. Being paid a set trip rate does not make allowance for the extra time or kilometres travelled to do the multiple pick ups and drops.

Working under both the Road Transport (Long Distance Operations) Award 2010 and the Road Transport and Distribution Award 2010 Award in the same day

10. Another issue facing long distance drivers is when they work under both the Road Transport and Distribution (RT&D) Award and the RT (LDO) Award in the same day.
11. The original owners of Visy Logistics, Phillips Transport paid drivers the correct rate under the RT&D Award when they carried out local work after they had completed a long distance operation. The rate was time and a half and double time after 2 hours. Visy just pays an hourly rate which doesn't take into account the fact that a driver may have already worked enough hours to attract overtime if they were being paid correctly under the RT&D Award.

.....
Signed



.....
Dated

17-1-17

IN THE FAIR WORK COMMISSION

Matter No. AM2016/32

4 Yearly Review of Modern Awards – Road Transport (Long Distance Operations) Award 2010 and the Road Transport and Distribution Award 2010 Award

STATEMENT OF MAX BIRD

I, Max Bird of [REDACTED] in the State of Victoria state as follows:

1. I am 55 years of age.
2. I am currently employed by Greenfreight as a truck driver.
3. I am the holder of a multi-combination (MC) licence.

Work History in the transport industry

4. I have worked as a truck driver in the road transport industry for the majority of my working life. I have worked in various sectors of the road transport industry having performed both local work and long distance operations.
5. My first job as a truck driver was when I was about 25 or 26 years of age.
6. Over the years as a truck driver I have experienced a number of issues with employers paying incorrectly under the *Road Transport (Long Distance Operations) Award (RT (LDO)) Award*. I also believe there are deficiencies in the award.

Fatigue management plan

7. A truck driver performing long distance operations under the RT (LDO) Award must be paid for all of their driving time pursuant to either the cents per kilometre method or the hourly rate method. Under the hourly driving method if an employer has a fatigue management plan in place the hourly rate can be used to calculate a trip rate.
8. My previous employer was [REDACTED] Transport. I worked for [REDACTED] for 13 ½ years. The company had an accredited fatigue management plan in place, which I understand was supposed to be used to calculate trip rates. However, I do not know if they did pay in accordance with the provisions under the Award, as I never received a copy of a safe journey plan in all the years that I worked for them. In all those years I did not even see a copy of the plan. This made it difficult to work out how [REDACTED] paid the trip rates for the journeys that I did.

9. The only time I was given a copy of a safe journey plan was when [redacted] did contract work for K&S Freighters to Newcastle. When I performed the K&S work to Newcastle I would be given a copy of the K&S safe journey plan from the sending depot at the point of loading to carry on the journey with me.
10. A safe journey plan should indicate the hours it should take and the breaks that should be taken on a trip as well as all time worked on loading/unloading. [redacted] did not include loading/unloading time as working time and specifically asked me not to put all the time down as loading/unloading in my work diary.
11. As an example, I was quite often assigned the job of unloading at Ravenshall on the western outskirts of Melbourne and then had to travel to Ballarat to load for K&S transport out of the Laminex factory. This trip is 95 klms, which takes one about hour. To load a B Double would take around 3 hours and I was expected to be in Sydney the next morning to deliver the load to the Laminex factory at Prospect.
12. The distance from Ballarat to Prospect is approximately 950 klms and adding on the 3 hours loading then 2 hours to unload the time travelled that day was outside what is permissible.
13. I support the Transport Workers' Union application to vary the RT (LDO) Award to place the obligation on employers to provide a copy of the fatigue management plan or safe journey plan. This will enable truck drivers to ascertain whether the employer is correctly applying the provisions of the award.

“Milk runs” and multiple pickups and drop offs

14. Another issue facing long distance drivers relates to the non-payment for deviating from the agreed route on a long distance operation. For example when I worked for [redacted] Transport I regularly did the Sydney to Melbourne run.
15. I was often required to drop off at Dandenong, which was not on the main route from Sydney to Melbourne. I did not receive any extra payment for the extra kilometres travelled. The delivery point was Hallam, which is 15-20 klms past Dandenong but [redacted] classified it as Dandenong, which is within a 32-klm radius of Melbourne. Hallam is outside of the 32-klm radius.
16. Another example from when I worked with [redacted] Transport was the Melbourne/Sydney/Port Kembla/Melbourne run. After unloading at Sydney I would travel to Port Kembla to load up before travelling back to Melbourne. I did not get paid for the time and kilometres travelled from Sydney to Port Kembla.
17. The loading time in Port Kembla could take up to 5 hours, as there might be 4 different locations to load from. I was told not to put all loading time down, as this would take too much driving time away from my trip. We were expected to be at our destination around Melbourne the next morning.

Working under both the Road Transport (Long Distance Operations) Award 2010 and the Road Transport and Distribution Award 2010 Award in the same day

18. Another issue facing long distance drivers is when they work under both the RT&D Award and the RT (LDO) Award in the same day.
19. An example of this is when I do a return journey from Barnawartha in Victoria to Wagga Wagga in New South Wales. The return journey is about 308 kilometres, which takes 7 to 8 hours in a B-Double. For this run I receive a trip rate for the kilometres travelled and one drop despite having to do two or more drops. Greenfreight would only pay for one drop if both the trailers were going to the same store but if there were two different stores it was paid as 2 drops.
20. When I return I could then do a return journey from Barnawartha to Shepparton, which is a 300-kilometre trip. This run is classified as local work and I get paid the hourly rate under the RT&D Award.
21. I do not receive any overtime when I transfer to the RT&D Award. To carry out the above 2 trips I would work about 12 or 13 hours for the day and not receive any overtime. That is because my employer does not count the time worked for the long distance operations towards the local work for the purposes of calculating overtime.
22. My view is that the 7 to 8 hours of driving time (including loading/unloading) should be added to the 6 hours of local work and overtime should be calculated in accordance with the RT&D Award.

Signed 

Dated 15-1-2017

IN THE FAIR WORK COMMISSION

Matter No. AM2016/32

4 Yearly Review of Modern Awards – Road Transport (Long Distance Operations) Award 2010 and Road Transport and Distribution Award 2010

STATEMENT OF DARYL COGHILL

I, Daryl Coghill of [REDACTED] in the State of Victoria state as follows:

1. I am a union official with the Victorian/Tasmanian Branch of the Transport Workers' Union of Australia (TWU). I have been employed by the TWU for the past 12 years.
2. The geographical area that I cover as an organiser is the northern part of Victoria taking in Wallan in North Victoria to the NSW border.
3. In my role as an organiser I have represented and held discussions with many long distance truck drivers in the transport industry.
4. In my experience and from my discussions with drivers over the years it is apparent that there are a number of issues with the *Road Transport (Long Distance Operations) Award* (RT (LDO) Award).

“Milk Runs” and multiple pickups and drop offs

5. One of the issues facing long distance drivers relates to the definition of a long distance operation. A truck driver performing a long distance operation under the RT (LDO) Award drives from the principal point of commencement to the principal point of destination.
6. The Award sets out a number of trips where the distances and time taken to travel those distances are agreed distances and times. These distances and times do not make allowance for when an employer requires a driver to deviate along the way, which adds to the time or distance travelled.
7. I am aware of a number of companies within my area who get their drivers to do what is termed a “milk run” in the transport industry. A driver may have a trip to do which is paid according to the kilometre method of payment. In this case they will be paid a trip rate to travel between the principal points of commencement to the principal point of destination.
8. Under the RT (LDO) Award provision is made for loading and unloading however this payment, if paid, is insufficient to cover the time spent if the driver has to make numerous drops along the way.

9. Drivers working for the companies referred to in paragraph 7 get paid a set trip rate but they may not be aware of what the cents per kilometre component is. As an example they could travel from Shepparton to Sydney where on a particular trip they only have to load and unload out of one location either end.
10. However, on another day they may be required to make multiple pick ups or drop offs along the way, or at either end but will still get paid the same trip rate even though the time taken to complete the trip will take longer.

Working under both the Road Transport (Long Distance Operations) Award 2010 and the Road Transport and Distribution Award 2010 Award in the same day

11. Another issue facing long distance drivers is when they work under both the RT (LDO) Award and the *Road Transport and Distribution Award 2010* (RT&D Award) in the same day.
12. I am aware of a number of companies who engage drivers to perform long distance operations and to carry out local work in the same day. When the drivers carry out local work they are paid the base hourly rate in the *Road Transport and Distribution Award 2010* (RT&D).
13. I have become aware through my discussions with some drivers that some companies encourage the drivers to not to record in their logbooks the local work as it adds to the hours for the day. If a driver carries out too much local work they are then unable to perform a long distance operation.
14. The other issue with performing a long distance operation and then carrying out local work is that some companies only pay a base hourly rate for the local work without paying overtime rates.
15. The practice of engaging a driver to perform work under both awards often leads to fatigue. If a driver does not record the local work then they can perform more hours for the long distance operation. In my experience and from discussions with drivers the hours worked can range from 12 to 16 hours a day.

.....
Signed 

.....
Dated 12-1-2017



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Richers Transport Pty Ltd
(AG2014/5741)

RICHERS TRANSPORT PTY LTD ENTERPRISE AGREEMENT 2013

Road transport industry

COMMISSIONER SPENCER

BRISBANE, 15 OCTOBER 2014

Application for approval of the Richers Transport Pty Ltd Enterprise Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the *Richers Transport Pty Ltd Enterprise Agreement 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Richers Transport Pty Ltd. The Agreement is a single-enterprise agreement.

[2] The Transport Workers' Union of Australia, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2), I note that the Agreement covers this organisation.

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate in accordance with clause 4.6 of the Agreement. The nominal expiry date of the Agreement is in accordance with clause 4.6 of the Agreement.



COMMISSIONER

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Fair Work Act 2009 Part 2 - 4 Enterprise Agreement.

Richers Transport Pty Ltd
Enterprise Agreement 2013

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PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

1. TITLE

- 1.1 This agreement shall be referred to as the Richers Transport Pty Ltd Enterprise Agreement 2013.

2. DEFINITIONS

- 2.1 “Act” means the Fair Work Act 2009
- 2.2 “Agreement” means this Enterprise Agreement made under Part 2-4 of the Act.
- 2.3 “Award” means the Awards listed at Schedule 1 of this Agreement.
- 2.4 “Employer” means Richers Transport Pty Ltd and Emijay Pty Ltd.
- 2.5 “Employee” means a person employed under this agreement in a classification shown at Schedule ‘3’ and Schedule ‘4’ of this Agreement.
- 2.6 “National Employment Standards” means the minimum employment standards applicable to all employees under Part 2-2 of the Act.
- 2.7 “Ordinary hours” of work means the ordinary hours of work defined at Clauses 11 and 12 of this Agreement and paid at the applicable base hourly rate, trip rate or hourly driving rate for the employee’s classification.
- 2.8 “Parties” means the employer and employee(s).

3. INCIDENCE OF THE AGREEMENT

- 3.1 This agreement shall specify terms and conditions of employment and minimum rates of pay and other entitlements for all persons listed at Schedule 3 of the Agreement.

4. OPERATION OF THE AGREEMENT

- 4.1 The principles of this agreement are, to the extent that it is affordable and reasonable to do so and having regard to our operational requirements and level of resources:
 - (a) To provide employment conditions that will as far as is practicable allow employees to access a level of agreed working hours and choice of roster or shifts that will provide maximum earnings and foster family friendly working arrangements;
 - (b) To document your employment conditions in a way that is simple and easy to understand;

- (c) To provide employment conditions that are flexible so as to accommodate both your and our needs; and
 - (d) To provide employment conditions that are fair and equitable;
- 4.2 Where this Agreement is silent on a National Employment Standard, the standard applies in accordance Part 2-2 of the Act.
- 4.3 Employment conditions defined in the Act or the Award(s) are modified or excluded by the operation of this Agreement provided that on balance the minimum requirements of the Fair Work Act 'Better Off Overall Test' are met; and provided that no mandatory conditions are modified or excluded unless in accordance with the Act.
- 4.4 To give effect to terms included in this Agreement, the Agreement incorporates the terms of the:
- (a) National Employment Standards;
 - (b) Model flexibility term under Regulation 2.08 of the Act;
 - (c) Model Consultation Term under Regulation 2.09 of the Act.
 - (d) Model term for dealing with disputes for enterprise agreements under Regulation 6.01 of the Act.
- 4.5 The Award(s) are incorporated into the Agreement (incorporated award terms). The express terms of the Agreement prevail over incorporated award terms to the extent of inconsistency. Where the express terms of the Agreement does not deal with a matter and the incorporated award terms deal with that matter, the incorporated award terms apply.
- 4.6 This Agreement shall come into operation seven days after it is approved by Fair Work Australia and shall remain in force for a period of four years.

5. CLOSED AGREEMENT

- 5.1 The parties to this agreement undertake that for the life of the agreement there will be no further claims over matters encompassed by the agreement.

6. COVERAGE OF THE AGREEMENT

- 6.1 This agreement shall be binding on the employer and all persons as defined in clause 2.5 of the agreement.
- 6.2 The employer and employee signatories to the agreement are listed in Schedule 2 of the agreement.

PART 2 - CLASSIFICATIONS, WAGES, INCENTIVES AND STAFF RETENTION, EMPLOYMENT CATEGORIES AND RELATED MATTERS.

7. EMPLOYEE CLASSIFICATIONS

- 7.1 Employees may be employed at appropriate levels within the classifications listed in the Table of Wage Rates at Schedule 3.
- 7.2 Where applicable junior rates of pay are paid at the age percentage rate for their classification as prescribed by the Award.
- 7.3 Where applicable apprentice / trainee rates of pay are paid at the % level applicable to the year level of the apprenticeship / traineeship.

8. WAGE RATES AND ALLOWANCES

- 8.1 The wage rates, allowances and miscellaneous payments shown in the tables of Schedule 3 shall apply to the levels and classifications listed in the agreement from the first full pay period following approval of the Agreement by the Fair Work Commission.
- 8.2 The Ordinary Time Earnings wage rates paid to depot and warehouse staff as listed in Schedule 3 incorporate allowances as provided for by the Award for miscellaneous items as detailed in the Award clause 16 items (b) & (c).
- 8.3 Unless otherwise provided for in this Agreement and where an entitlement exists, penalty rates and allowances not provided for this Agreement will be paid in accordance with the Award at the base rate of pay.
- 8.4 Richers Transport Pty Ltd Letters of Employment will include a schedule advising individual employees of their employment status, classification, agreed hours of work, rate of pay and related employment matters.
- 8.5 Employees who are receiving or are granted base, or overtime rates of pay, allowances or other benefits above those provided for in this Agreement will continue to receive those rates for the life of the Agreement indexed as per clause 8.6.
- 8.6 From the first full pay period following the anniversary date of the approval of the Agreement and in each successive year to the Agreement, the rates of pay listed in Schedule 3 of the Agreement and the rates for all applicable allowances will be increased by 3 percent.

9. SUPERANNUATION

9.1 Superannuation for all employees will be paid in accordance with Ordinary Times Earnings definition (OTE) under the Superannuation Guarantee Act. OTE includes ordinary hours of work plus applicable penalties and allowances and excludes superannuation on identified overtime components.

9.2 Salary sacrificing:

Richers Transport agree to consider requests by employees to 'salary sacrifice superannuation' in accordance with the provisions of the prevailing taxation legislation.

10. INCENTIVES & STAFF RETENTION MATTERS

10.1 Annual leave – cashing out

- (a) Employees may apply in writing to 'cash out' up to two weeks per year of their annual leave accruals provided that the remaining accrued entitlement is not less than four weeks.

10.2 Multi-skilling pay & labour flexibility

- (a) Where necessary employees will be provided with training and workplace familiarisation that will allow them to develop the skills required to become multi-skilled.
- (b) Subject to clause 10.2(a) the employer may ask the employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- (c) Any direction issued by the employer under clause 10.2(b) will be consistent with the employer's duty of care to employees under the Occupational Health and Safety Act; other relevant legislation; and the employer's duty of care to clients.

10.3 Uniform allowances:

- (a) Uniform: The employer will supply and subsidise the cost of shirts, shorts and trousers to 75% of the bulk purchase cost with the employee to pay 25% of the bulk purchase cost. Details of issue and payment arrangements are provided for in the Company policy manual.
- (b) Wet weather gear: On request by the employee the employer will provide a spray jacket or raincoat and wet weather long pants on the same subsidised basis as for uniforms at item (a).
- (c) Safety boots: **All employees are required to wear steel capped safety boots at all times while working or driving.** Individually chosen types of boots selected by the employee to their personal requirements will be subsidised to 75% of the cost to a maximum of \$100.00 per pair on production of a receipt of purchase.

- (d) Personal protective equipment including Hi-viz safety vests and other safety gear appropriate to the performance of their work will be provided to each employee free of charge.

10.4 First Aid qualification:

- (a) The employer will reimburse employees for the cost of obtaining and maintaining an appropriate first aid qualification.

11. EMPLOYEE CATEGORIES

11.1 Employees may be employed as:

- (a) Full time employees working an average of 38 ordinary hours per week or 152 ordinary hours in any roster cycle period.
- (b) Part time employees whose ordinary working hours shall be for not more than 38 hours per week and not less than 7.6 hours per week with a minimum of four hours per day on any day that they are rostered for work, and who shall be paid an hourly rate at 1/38th of the weekly rate for their classification; and receive pro-rata leave and other applicable entitlements of full time employees.
- (c) Casual employees engaged on an irregular or occasional basis to cover peak workloads or the absences of full or part time employees.
 - (i) Casual local driver employees shall be paid 1/38th of the base rate of pay for their classification plus a 25% casual loading.
 - (ii) Casual long distance drivers shall be paid the applicable trip rate or hourly driving rate plus 15% with a minimum payment per day for 500 kilometres.
 - (iii) For work performed on weekends or public holidays, casual employees shall be paid the hourly base rate of pay and penalty rates in accordance with their classification.
- (d) Temporary employees engaged as either full or part time employees for a designated task or period of time.

12. HOURS OF WORK

- 12.1 The ordinary hours of work for all employees including long distance driver employees is 38 per week as per the National Employment Standards. Hours worked above 38 hours per week are recognised as reasonable overtime in accordance with the National Employment Standards and applicable Fatigue Management legislation applied to long distance drivers.
- 12.2 The ordinary hours of work of Workshop, Depot and Local Driving staff may be undertaken between 5.30 am and 6.30 pm. This spread of hours may be altered by one hour at each end by agreement between the employer and the majority of employees concerned.
- 12.3 Start and finish times will be as directed by the employer to meet the business needs of the employer.

- 12.4 Start and finish times advised to individual employees may not be altered by employees without the prior approval of the employer.
- 12.5 Driver employees are responsible for, and must take meal and other breaks in accordance with Fatigue Management Legislation and/or at the lawful direction of the employer.
- 12.6 Employees other than drivers operating under a Fatigue Management process are responsible for, and must take a 30 minute meal break within 5 hours of commencement of duty and for each subsequent 5 hour period.
- 12.7 Where an employee works a shift of 6 hours or less the employer and the employee may agree in writing to forgo a meal break.

13. ROSTERS / TIMETABLES

- 13.1 Employees will be rostered as required to meet the business needs of the company:
 - (a) Unless otherwise agreed in writing all employees will participate in rosters or timetables required to service client demand.
 - (b) Rosters may include variable start and finish times on any day of the week.
 - (c) Employees may change rostered shifts with another approved employee with the prior approval of the employer.
- 13.2 By agreement between the employee and the employer rosters may be altered within the standard roster period to meet unforeseen circumstances. At least 24 hours' notice of such a change would be given except in extreme circumstances.
- 13.3 The employer will make every effort to roster the employee in a manner that is fair and equitable and which takes into account the preferences of individual employees. For example, where an employee has family or other personal commitments, the employer will attempt to accommodate these commitments.

14. ROSTERED DAYS OFF

- 14.1 Long Distance drivers may accrue up to a maximum of 10 rostered days off per year, with accrued RDO's to be taken in conjunction with annual leave or as agreed on a as needs basis between the employer and the employee.
- 14.2 The company may direct an employee to take leave using excessive accrued hours of Rostered Days, as detailed in Clause 19 Annual Leave, Sub-clause 19.4.
- 14.3 Rostered days off are not accrued by depot, workshop or administrative employees whose ordinary hours of work are 38 per week.

15. OVERTIME

- 15.1 Reasonable overtime may be required from time to time and can only be worked by prior agreement of the employer.
- 15.2 Unless otherwise stated overtime will be paid at the base rate of pay plus applicable overtime loading at the rate of time and one half for the first two hours and double time thereafter.
- 15.3 By written agreement overtime may be banked and taken as time off in lieu equal to the hours worked. Records of accrual or deduction of banked hours must be signed off by the employer and the employee. Time off in lieu must be taken within 12 months of accrual unless agreed otherwise with the employer.

16. WEEKEND / AFTER HOURS WORK

- 16.1 Depot based employees & or Local Driving staff: Unless otherwise provided for, work performed on a weekend will be paid as follows:
 - (a) Saturday – time and one half for first two hours and double time thereafter.
 - (b) Sunday – double time for all hours worked.
- 16.2 Workshop employees: Unless otherwise provided for work performed on a weekend will be paid as follows:
 - (a) Saturday - time and one half for first three hours and double time thereafter.
 - (b) Sunday - double time for all hours worked.
- 16.3 Workshop Breakdowns: On Call Duty & Call Out allowance: Both parties recognize that from time to time breakdowns occur outside the “ordinary hours” of work have been completed, which may require a mechanic to attend to. Call outs can be located at the roadside of the breakdown or in the company’s workshop or depot facilities. It is also recognized that undertaking Call Out Duty is restrictive to one’s lifestyle during the week of duty. It is required that the person remains in mobile or landline contact at all times. For this purpose, a set weekly payment has been agreed upon to compensate a person during this seven day period. However, should the person on roster for Call Out Duty, require time off during this period, flexibilities have been built into the plan to allow for this and an agreement on monies to be paid to a standby person for the time required by them to be available. Only one person will be paid per night and Call Out Duty rosters will be agreed upon by all persons partied to this agreement.

16.3.1 On Call Duty Payment:

A one off weekly payment of \$103 will be paid to a person on Call Out Duty for the 7 days.

If the person on Call Out Duty is unavailable on a certain night or for a period of time during any night in the 7 days, he shall forfeit \$25.75 per time from the set weekly payment of \$103. The stand in person will be paid the amount of \$25.75 for each night or period of time he makes himself available on Call Out Duty.

16.3.2 Call Out Payment:

If the person attends to a Call Out, he will be paid a set fee of \$51.50 for the first 2 hours, and a fee of \$26.16 per hour thereafter. Payment of these monies can be:

- (a) Paid in the weekly earnings for the week in which the call out occurred: or
- (b) Bank the equal number of hours worked and use as time off at a later date mutually agreed by both parties.

16.3.3 Reasonable Response Time:

The company understands that the person/s on call could be involved in family or social matters during the “on call period”, and accepts that a reasonable response time to attend to a breakdown callout is within 1 hour from the initial call made by the driver or manager of the effected vehicle, to attending at the breakdown location, excluding any travel time outside of the immediate Maryborough area.

17. SHIFT ALLOWANCES

17.1 The following shift penalty rates will be paid on ordinary hours to staff employed in the company mechanical workshop who are paid R6 wage level or less, and to staff involved in warehousing operations performed by the company at key customer sites.

<u>Shift</u>	<u>Penalty percentage</u>
(a) Rotating afternoon shift	15.0%
(b) Permanent afternoon shift	17.5%
(c) Rotating night shift	20.0%
(d) Permanent night shift	30.0%
(e) Permanent alternating shifts	
When on afternoon shift	17.5%
When on night shift	30.0%

Changes of shift times requested by employees must be authorised by the site manager.

17.2 An afternoon shift means a shift finishing after 6.30 pm but no later than 12.30 am. Provided that afternoon shifts commencing in the mechanical workshop are to commence at a time that is no later than 2pm on any day that the afternoon shift is required.

17.3 An evening shift means a shift finishing after 12.30 am and at or before 8.30 am.

PART 3 – CONDITIONS OF EMPLOYMENT

18. EMPLOYMENT RESPONSIBILITIES

- 18.1 The employee will diligently and faithfully perform all the duties and responsibilities of his /her employment as directed by the employer and other such duties as may be reasonably required by the employer from time to time. The employee undertakes:
- (a) To devote the whole of the employee's working time and attention and use the employee's best endeavours to further the development, reputation and business of the employer; and
 - (b) Observe all lawful directions, orders, instructions and policies (as introduced and varied from time to time) of the employer; and
 - (c) Not to be directly or indirectly involved or engaged in work for or provide services to any other company, business or individual, whether paid or otherwise, which may in any way conflict with the interests of the company, unless otherwise agreed to in writing by the company.
- 18.2 Whilst employed by Richers Transport Pty Ltd, employees must not be engaged either directly or indirectly, in any capacity in any other employment, occupation, trade or business without the approval of the employer. Contravention of this clause may result in termination of employment.
- 18.3 If approval is given for an employee to undertake other work, then it should not interfere with their employment with Richers Transport Pty Ltd or result in any real or perceived conflict of interest, or present a WH&S risk.
- 18.4 Employees engaged in other employment at the time of approval of the agreement or subsequent to its approval must advise the employer of such employment immediately.

19. ANNUAL LEAVE

- 19.1 A full time or part time employee is entitled to annual leave accrued in accordance with the National Employment Standards and paid at their base hourly rate of pay.
- 19.2 An annual leave roster will be published each calendar year for all employees and may only be changed by agreement between the employer and employee.
- (a) Unless otherwise agreed employees will give at least one (1) months' notice in writing in order to take annual leave. Annual leave requests may be rejected by the company because of work commitments; however the company undertakes to approve all reasonable requests for leave.

(b) Annual leave is to be taken in blocks of one week duration unless otherwise agreed with the employer.

19.3 An employee may reasonably be directed to take an amount of annual leave in accordance with the National Employment Standards when excess annual leave has accrued unless the employer and employee agree to allow the leave to accrue for such longer period as agreed.

19.4 In situations of excessive leave accruals, where an employee that may have accumulated up to 8 weeks (40 days) or more of combined leave (annual leave & RDOs) company management may direct the employee to take the leave, or, an employee may "cash out" a portion of the RDOs and Annual Leave accruals as detailed in Clause 10.1 of this Agreement.

19.5 Depot, local drivers, workshop staff and all other employees will be paid a 17.5% annual leave loading for all periods of annual leave.

19.6 Long distance driver employees will be paid a 30% annual leave loading for all periods of annual leave.

20. PERSONAL AND COMPASSIONATE LEAVE

20.1 An employee shall be entitled to ten days personal leave per year in accordance with the NES and paid at the base hourly rate of pay.

20.2 Paid personal leave includes sick leave and will be available to an employee when they are absent due to personal illness or injury (sick leave); or for the purposes of caring for an immediate family member as defined in the National Employment Standards (Carers leave).

20.3 Employees are required to notify the employer of their inability to attend for work for a personal leave reason prior to the beginning of their shift or as soon as possible thereafter.

20.4 Where personal leave is for two consecutive days or more the employee shall provide a medical certificate to cover the period of personal leave.

20.5 Where personal leave is taken immediately before or after a weekend or public holiday the employee shall provide a medical certificate.

20.6 Each employee will only be entitled to a maximum of 2 non-consecutive personal leave days per year without producing a medical or like certificate for the absence.

20.7 Compassionate leave will be paid in accordance with the NES.

21. PUBLIC HOLIDAYS

21.1 With the exception of a person engaged as a casual employee, a full time person engaged under this agreement who would normally be rostered to work on the day of the gazetted Public Holiday, will be entitled to the following Public Holidays without loss of pay:

- 21.2 New Year's Day, Australia Day, Good Friday, Easter Monday, ANZAC Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day and any other day proclaimed as a Public Holiday within the State of Queensland or a specified area of Queensland
- 21.3 Employees working on a public holiday will be paid the applicable public holiday rate calculated at the base rate of pay for their classification.
- 21.4 The employer and depot employees may agree to substitute time in lieu equal to the time for work performed on a public holiday at the written request of the employee.

22. TERMINATION OF EMPLOYMENT

- 22.1 The notice period for termination of employment by either party is specified in the table below:

Period of continuous service	Period of Notice
1 year or less	1 week
1 year and up to completion of 3 years	2 weeks
3 years and up to completion of 5 years	3 weeks
Over 5 years	4 weeks

- 22.2 An employee aged over 45 years of age with at least 2 years continuous service is entitled to an additional weeks' notice.
- 22.3 The period of notice does not apply in the case of dismissal for serious misconduct or to employees engaged for a specific period of time or a specific task or tasks.
- 22.4 The period of notice to be given by employees is the same as that given by the employer excluding the notice provided for at sub-clause 22.2
- 22.5 On termination of employment all employee entitlements will be paid into the employee's nominated account immediately upon the return to the employer of uniform items, fuel cards, keys and any other property of the employer.

Return of items upon termination:

- (a) when a termination of employment takes effect, it is agreed that the employee in question is deemed to be indebted to the company for the full replacement value of items belonging to the employer still in the possession of the employee until such time as the employee returns those items.
- (b) within a timeframe deemed reasonable by the company in the circumstances, the company may require the employee in question to produce the items belonging to the company that are still in the possession of the employee.

- (c) if the employee fails to return the company's items that are still in the possession of the employee within the nominated time frame the company may withhold from any monies owing to the employee a quantum of money equal to the value of the full replacement of those items not returned.

23. REDUNDANCY

- 23.1 For permanent or part time permanent employees, redundancy payments will be made in accordance with provisions of the National Employment Standards.
- 23.2 Redundancy payments are paid to the employee at the base rate of pay.
- 23.3 Redundancy payments do not apply to a full or part time temporary employee engaged for a designated task or specific period of time.

24. MISCONDUCT

- 24.1 Any of the following conduct is highly likely to result in an employee being terminated or summarily dismissed from their employment with the company. Serious misconduct includes behaviour or incidents as listed below, and is not limited to this list. Incidents or behaviour deemed by management as serious or gross misconduct is not acceptable and will not be tolerated.
 - (a) Wilful disregard for Company policies and procedures
 - (b) Wilful disregard for any traffic laws and road regulations
 - (c) Wilful disregard or disobedience of lawful directions given by management
 - (d) Theft, removal of company property, dishonesty,
 - (e) Fighting, verbal abuse, bullying, harassment, discrimination, vandalism of any nature, tampering with company equipment or property,
 - (f) Abuse of company clients and suppliers, company officials and fellow employees, or any public person/s
 - (g) Serious neglect of duty and or incompetence, wilful inefficiency
 - (h) Conviction of a criminal offence which in the opinion of management may affect the employee's suitability for their ongoing employment within the company
 - (i) Any act or omission that may result in damage to the company's reputation or brand, it's dealings with clients or suppliers, whether this be the result of verbal communication or social media forums.
 - (j) Deliberate misrepresentation of work history or qualifications, or physical capabilities to undertake required work duties.

PART 4 – COMMUNICATION AND RELATED MATTERS.

25. COMMUNICATION

- 25.1 In the workplaces covered by this agreement, consultative mechanisms and procedures to facilitate the efficient operation of the workplace shall be established and include employer and employee representatives on consultative committee(s) that shall meet at least once every four months.
- 25.2 The consultative mechanisms and procedures shall be appropriate to the size and structure of the workplace.

26. WORKPLACE REVIEW

- 26.1 During the operation of this agreement the parties commit to the ongoing review and /or implementation of:
- (a) Work practices and work organisation for all classifications covered by the Agreement, including where necessary variations to this agreement in accordance with the Act.
- 26.2 Management will review driving operations, trip planning and scheduling on an as needs basis, which will involve consultation as required with an individual driver, or driving staff and / or committee representatives. Further provisions for bi-yearly reviews of operational practices and trip rates of pay are detailed in Clause 28: Consultation - Sub clause 28.3.

27. FLEXIBILITY

- 27.1 This clause enables the employer and an employee to agree on arrangements to meet the genuine individual needs of the employer and the employee.
- 27.2 The employee and the employer may agree in writing to vary one or more of the terms of this agreement that are listed below:
- (a) Arrangements about when work is performed;
- (b) Overtime rates;
- (c) Penalty rates;
- (d) Allowances; and
- (e) Leave loading.
- 27.3 This Agreement incorporates the model flexibility term under Regulation 2.08 of the Act including:
- (a) The employee not being disadvantaged under the agreement when considered as a whole as it applied at the date the flexibility was agreed;
- (b) Genuine agreement is reached between the employee and the employer without coercion or duress.
- (c) That the operation of this clause is not a condition of employment.

- 27.4 Where an individual agreement is entered into under this clause, the agreed terms apply in place of the Agreement terms.
- 27.5 Termination of a flexibility agreement by either party on written notice of 28 days or earlier by agreement of the parties; and
- 27.6 That any disputes arising from the operation of this clause will be dealt with in accordance with Clause 30 of the Agreement.

28. CONSULTATION WITH EMPLOYEES

- 28.1 The employer shall discuss with employees affected, among other things the introduction of changes referred to in Clauses 26.1 and 29.1, the effects the changes are likely to have on employees, measures to avert or mitigate any adverse effects of such changes on employees.
- 28.2 The discussion shall commence as early as practicable after a definite decision of the employer to make changes referred to in Clause 29.1.
- 28.3 Where a review of the daily operational requirements, Safe Driving Plans, Fatigue Management practices or Rates of Pay for Trips undertaken by driving staff is identified, or, is scheduled to occur, the company will involve no less than 2 committee members to assist with the review. A review must occur no less than twice per year.
- 28.4 For the purposes of discussion the employer shall provide in writing to the employees concerned all relevant information about the changes proposed and any expected effects of the changes on employees.
- 28.5 Employees may appoint a representative for consultation purposes.
- 28.6 This Agreement incorporates the Model Consultation Term under regulation 2.09 of the Act.

29. INTRODUCTION OF MAJOR CHANGE IN THE WORKPLACE

- 29.1 Changes in work procedures, programme organisation, structure and technology that are likely to have significant effects on employees should be notified to employees affected by the proposed changes.
- 29.2 Significant effects include termination of employment, major changes in the composition, or size of the workforce or skills required.

30. DISPUTE RESOLUTION

- 30.1 It is the intention of the employer and employees covered by this agreement to eliminate disputes. It is agreed that the parties to this agreement shall confer in good faith with a view to resolving any matter by direct negotiations and consultation.
- 30.2 All employees will be issued with a copy of the Disputes settling Procedure upon induction into the company. This procedure details the steps required to be taken by both parties should a need arise.

30.3 This Agreement incorporates the model term for dealing with disputes for enterprise agreements under Regulation 6.01 of the Act.

PART 5 – AGREEMENT AND COMPLIANCE MATTERS

31. POSTING UP OF AGREEMENT

31.1 A copy of this agreement shall be kept and made available to prospective employees, provided to new employees upon induction, and, for a copy to be made accessible to all employees in each major work location.

32. RELATIONSHIP TO AWARDS AND LEGISLATION

32.1 Where this Agreement is silent on any non-Award condition of employment (e.g. long service leave, etc.) under relevant Federal, or State legislation, the terms, definitions or conditions of that legislation at the time of approval of the Agreement will apply.

33. AGREEMENT REPLACES ALL PREVIOUS CONTRACTS AND ARRANGEMENTS

33.1 This Agreement replaces all previous agreement, contracts or other employment arrangements for the classifications of person listed in the Agreement.

34. VARIATION OF AGREEMENT

34.1 This Agreement may be varied by written agreement between the parties with that agreement, after consultation to be the subject to an application for variation under the provisions of the Act.

ALPHABETICAL INDEX

Clause Title	Clause number
Annual leave	19.
Closed agreement	5.
Communication	25.
Consultation with employees	28.
Coverage of agreement	6.
Definitions	2.
Dispute resolution	30.
Employee categories	11.
Employee classifications	7.
Employment responsibilities	18.
Flexibility	27.
Hours of work	12.
Incentives & staff retention matters	10.
Annual Leave cashing out	10 & 19.
Misconduct	24.
Incidence of agreement	3.
Introduction of major change	29.
Operation of agreement	4.
Overtime	15.
Personal / compassionate leave	20.
Posting up of agreement	31.
Public holidays	21.
Redundancy	23.
Relationship to awards and Legislation	32.
Replaces all previous contracts and agreements	33.
Rostered days off	14.
Rosters / timetables	13.
Shift allowances	17.
Superannuation	9.
Termination of employment	22.
Title	1.
Uniforms	10.
Variation of agreement	34.
Wage rates and allowances	8.
Weekend & After Hours work	16.
Workplace Review	26.

Schedule 1

Relevant Awards and Legislation

- Road Transport (Long Distance Operations) Award 2010
- Road Transport and Distribution Award 2010
- Vehicle Manufacturing, Repair, Services and Retail Award 2010
- Work Health & Safety Acts (Applicable State Acts)
- Queensland Long Service Leave Act
- Superannuation Guarantee Act
- Fair Work Act 2009

Schedule 2

Employer and employee signatories to the agreement

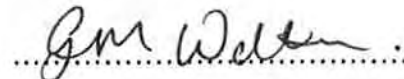
Signed for and on behalf of
Richers Transport Pty Ltd.



.....
Managing Director

Date: 9.4.2014

Signed for and on behalf of
Employees



.....
Employee Representative

Date: 9.4.2014

Full name and addresses of signatories:

Name: GRAHAM JOHN RICHERS
Address: 315 LEANNOX ST
MARYBOROUGH 4650

Name: GRAEME MARK WILTON
Address: 191 ALICE ST.
MARYBOROUGH 4650

SCHEDULE 3

Wages for Classification Levels

Depot staff and local Driver – 38 HR	(See full classification descriptions attached as Schedule 4)	Base Hourly Rate	Casual Hourly Rate	Weekly Full Time Rate
Driver Grade 1	General hand / truck washer	\$17.9140	\$22.3872	\$680.73
Driver Grade 2	Rigid driver <4.5 tonnes/forklift	\$18.3698	\$22.9596	\$698.05
Driver Grade 3	Vehicle < 13.9 tonne	\$18.5990	\$23.2480	\$706.76
Driver Grade 4	Vehicle >13.9 tonne	\$19.0010	\$23.7580	\$722.04
Driver Grade 5	Semi-trailer <22.4 tonne	\$19.2730	\$24.0900	\$732.37
Driver Grade 6	Semi-trailer > 22.4 tonne	\$19.5494	\$24.4370	\$742.88
Driver Grade 8	B-double >53.4 tonne	\$20.5660	\$25.7080	\$781.53
Driver – Long Distance / Highway operations.	(See full classification descriptions attached as Schedule 4)	Base Hourly Rate	Hourly Driving Rate	Weekly Full Time Rate
Driver Grade 4	Semi-trailer < 42.5 tonne	\$18.5720	\$28.9700	\$742.88
Driver Grade 6	B-double >53.4 tonne	\$19.5380	\$30.4790	\$781.53
Casual Grade 4	Semi-trailer < 42.5 tonne	-	\$33.3155	-
Casual Grade 6	B-double >53.4 tonne	-	\$35.0510	-
Workshop staff	See Award Classification detail	Base Hourly Rate	Weekly Rate	
Qualified Mechanic	Level 1 (Award R6)	\$19.14	\$727.32	
	Level 2 (Award R7)	\$22.74	\$864.12	
	Level 3 (Award R8)	\$26.16	\$994.08	
	-----	-	-	
Apprentices:	%age of Award R6 rate	\$18.58	\$706.10	
Junior	As per Award Clause 51 rates	Variable	Variable	
Adult	Award R3	\$17.05	\$647.90	

SCHEDULE 3 (continued)

Allowances and Miscellaneous Payments

Allowance or Payment Description (in alphabetical order)	Per each or as specified	Per hour/ or day / or week
Highway Drivers:		
Breakdown allowance.		
Maximum of 8 hours paid per 24 hours		
Grade 4 Semi-trailer driver.		\$18.5720 p/hour
Grade 6 B-Dble driver.		\$19.5380 p/hour
Brisbane City Travel Allowance for general freight loads.		
Grade 4 Semi-trailer driver per day		\$10.35 p/day
Grade 6 B-Dble driver per day		\$10.88 p/day
Dangerous Goods allowance (packaged).		
	\$ 6.77	
Excessive waiting times at P/up or drop:		
Paid at hourly rate after first 2 hours waiting.		
Grade 4 Semi-trailer driver.		\$18.5720 p/hour
Grade 6 B-Dble driver.		\$19.5380 p/hour
Grocery driver - Pallet drops allowance.		
(where 4 or more trips performed per week & holder of LF forklift licence)		\$30.00 p/week
Held over allowance.		
Paid once per day to a maximum of 8 hours pay when a driver is required to wait 24 hours to load freight after arriving at the unloading site before 8am on Monday to Friday only.		
Grade 4 Semi-trailer driver.		\$18.5720 p/hour
Grade 6 B-Dble driver.		\$19.5380 p/hour
Impassable Highways.		
Maximum of 8 hours paid per 24 hours		
Grade 4 Semi-trailer driver.		\$18.5720 p/hour
Grade 6 B-Dble driver.		\$19.5380 p/hour
Loading or Unloading allowance:		
Should a driver be required to undertake physical tasks involved to load or unload general freight, payment will be made at the relevant OTE rate of pay + 30% for the applicable time to undertake the physical task, in 15 minute increments. This payment does not apply to the pick up or drop off of freight, as detailed below - <i>refer to Pickup & Drop fee.</i>		
Grade 4 Semi-trailer driver.		\$18.5720 p/hour
Grade 6 B-Dble driver.		\$19.5380 p/hour
Overnight Allowance.		
	\$35.00	
Oversize loads allowance:		
To/from NSW each way	\$25.75	
To / from VIC “ “	\$41.20	
Within QLD “ “	\$ 5.15	
Pick up and drop fee:		
Payment to cover tasks such as doing up & undoing curtains, removal & placing of gates and load restraint of goods. The driver is not expected to be involved in the physical task of loading or unloading of the freight.		
Grade 4 Semi-trailer driver	\$18.37	
Grade 6 B-Dble driver – includes splitting & re-hook up	\$27.00	
Reposition / relocation allowance:		
Paid should a driver be required to be a passenger to re-position or relocate company equipment. Maximum of 8 hours paid per 24 hours		
Grade 4 Semi-trailer driver.		\$18.5720 p/hour
Grade 6 B-Dble driver.		\$19.5380 p/hour
Tarping /un-tarping allowance (1 per trip)		
	\$10.00	

Washing equipment:		
Tautliner trailer	\$20.60	
Flat top trailer	\$10.30	
Depot Staff:		
Dangerous Goods allowance (packaged).	\$ 6.77	
First Aid allowance (Employees appointed to perform duties).		\$10.67 p/week
Leading Hand:		
Up to 10 employees		\$34.80 p/week
11 to 20 employees		\$46.87 p/week
21 or more employees		\$59.54 p/week
Meal allowance.	\$13.90	
Workshop:		
Call out payment – up to first 2 hours.	\$51.50	
Meal allowance.	\$13.90	
On Call Duty payment		\$103.00 p/week
Tool Allowance (payment for apprentices)		\$11.38 p/week

SCHEDULE 3 (continued)

Trip Rates of Pay.

1. The following trip rates will apply on the short & long distance operations listed and are the total entitlement for the driving component of each trip, using 84 kilometres per hour as the average speed for the trips listed. The rate is calculated using the hourly driving rate method (weekly rate / 40 x 1.3 industry disability allowance x 1.2 overtime allowance).

Trip rates are exclusive of allowance payments for:

- Pick up and drop payments;
 - Dangerous good allowance;
 - Oversize load allowance; and
 - Living away from home allowance.
2. Point to point kilometre driving hours for long distance trips that are not listed in the standard trip rates will be determined using 'whereis.com.au, similar web sites or satellite tracking / navigation data with a trip rate calculated as per the formula at point 1 above.
 3. Casual drivers shall receive the trip rate plus a 15% loading.

INDICATIVE STANDARD TRIPS	Grade 4 Semi	Grade 6 B-Dbble
Maryborough – Brisbane North (Kingsford Smith Drive)	\$88.36	\$92.96
Maryborough – Brisbane South. (Acacia Ridge)	\$93.57	\$98.45
Maryborough – Tuan Mill – Brisbane North – Maryborough	\$180.94	\$192.02
Maryborough – Tuan Mill – Brisbane South - Maryborough	\$193.22	\$203.66
M/boro - North Coast (Caloundra north)	\$59.54	\$62.64
M/boro – North Coast – Brisbane North	\$92.12	\$96.92
M/Boro – North Coast – Brisbane South	\$96.18	\$101.19
M/boro - Gold Coast North (Nerang north)	\$112.95	\$118.86
M/boro - Gold Coast South (south of Nerang & north of Tweed)	\$122.17	\$124.78
M/boro – Larapinta / Heathwood (Grocery DCs) – M/Boro	\$195.26	\$205.43
M/boro – Brisbane – M/boro – shuttle run	\$187.14	\$196.90
M/boro - Bundaberg - M/boro - shuttle run	\$79.53	\$83.70
M/boro - Rockhampton - M/boro	\$264.57	\$277.37
M/boro - Mackay	\$249.16	\$262.11
M/boro - Townsville	\$382.44	\$402.35
M/boro - Cairns	\$501.38	\$527.29
M/boro - Sydney via Pacific Hwy	\$407.31	\$428.87
M/boro - Melbourne via Newell & Hume H'wys	\$637.21	\$670.92
M/boro - Canberra via Pacific H'way & Syd South West	\$503.96	\$530.17
M/boro - Newcastle	\$364.56	\$383.52
M/boro - Coffs Harbour - Brisbane	\$365.22	\$384.21
Gympie - Brisbane North (Kingsford Smith Drive)	\$58.63	\$61.57
Gympie – Brisbane South (Acacia Ridge)	\$62.86	\$66.14
Gympie - Gold Coast North / Nerang	\$80.96	\$85.40
Gympie - Gold Coast South / Tweed	\$91.57	\$96.34
Gympie - Imbil - G/Coast North / Nerang	\$92.74	\$97.56
Gympie - Maryborough - Gympie	\$65.89	\$69.33
Gympie - Hervey Bay - Gympie	\$92.46	\$96.02
Gympie - Bundaberg - Gympie	\$131.44	\$142.13
Imbil - Sydney via Pacific Hwy	\$377.40	\$397.03
Gympie - Melbourne via Newell & Hume Hwys	\$604.24	\$635.67
Gympie - Newcastle via Pacific Hwy	\$328.92	\$346.02
Brisbane - Sydney via Pacific Hwy	\$326.36	\$340.64
Brisbane - Melbourne via C/ham, Newell & Hume Hwy	\$567.69	\$597.22
Brisbane - Canberra via Pacific Hwy, Syd West M/way	\$413.93	\$435.45
Brisbane - Newcastle	\$275.16	\$289.48
Brisbane – Bundaberg – Brisbane – shuttle run	\$262.91	\$288.33
Brisbane – Hervey Bay	\$99.63	\$104.81
Brisbane – Kingaroy - Gympie	\$121.00	\$127.30

SCHEDULE 4 DETAILED DRIVER CLASSIFICATIONS

DEFINITIONS: LOCAL DRIVER – GRADES 1 – 6 & 8

Grade	Drivers	Description
Grade 1	Truck Wash/Gen Hand	General Hand – truck washer, yard work and occasional driving duties.
Grade 2	Vehicle <4.5 tonne	Driver of a rigid vehicle not exceeding 4.5 tonnes GVM
Grade 3	Vehicle < 13.9 tonne	Driver of a 2 axle rigid vehicle not exceeding 13.9 tonnes; forklift to 5 tonnes
Grade 4	Vehicle <13.9 tonne	Driver of three axle rigid vehicle exceeding 13.9 tonnes or forklift to 10 tonnes
Grade 5	Semi-trailer <22.4 tonne	Driver of four axle rigid vehicle or 3 axle articulated vehicle; rigid vehicle- trailer combination with total of 3 axles and a GCM < 22.4 tonnes
Grade 6	Semi-trailer >22.4 tonne	Driver of articulated vehicle or rigid vehicle and trailer combination with total of 4 or more axles and a GCM > 22.4 tonnes – up to 42.5 tonnes.
Grade 8	B-double > 53.4 tonne	Driver of double articulated vehicle (B-double); rigid vehicle-triple trailer combinations > 53.4 tonnes

DEFINITIONS: LONG DISTANCE DRIVER – GRADES 4 & 6

Grade	Description
Grade 4 Semi trailer	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. Capacity up to 24 tonnes.
Grade 6 B-Dble	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 70 tonnes capacity.