

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/5**

**TITLE: Parramatta Produce (Long Distance Drivers) Enterprise Agreement 1998**

**L.R.C. NO:** 98/4015

**DATE APPROVED/COMMENCEMENT:** 6 August 1998

**TERM:** 30 June 2000

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 24

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees engaged as Long Distance drivers employed at Parramatta Produce Co Pty Ltd

**PARTIES:** New South Wales Road Transport Association Inc -&- Parramatta Produce Co Pty Ltd, Transport Workers' Union of Australia, New South Wales Branch



**PARRAMATTA PRODUCE CO PTY LTD  
(LONG DISTANCE DRIVERS)  
ENTERPRISE AGREEMENT 1998**



## SECTION 1 : INTRODUCTION



**1. TITLE**

This Agreement shall be known as the Parramatta Produce (Long Distance Drivers ) Enterprise Agreement 1998.

**2. ARRANGEMENT**

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### 3. Basic Wage

This Agreement, in so far as it fixes rates of wages is made by reference and in relation to a basic wage for adult males of \$121.40 per week.

### 4. Relationship to Parent Award

The provisions of the Transport Industry (State) Award NSW, as varied, or any award replacing that award, shall apply to employees covered by this Agreement except to the extent that a condition of employment, wage rate or allowance is provided for in this Agreement in a manner which is inconsistent with the relevant provision of the Transport Industry Interim (State) Award, in which case the provisions of this Agreement will apply.

### 5. Parties Bound

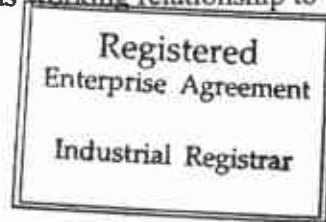
This Enterprise Agreement shall be binding on the Transport Workers Union of Australia, New South Wales Branch, its officers and members and Parramatta Produce Co Pty Ltd and the employees of Parramatta Produce Co Pty Ltd engaged as Long Distance Drivers who are required to perform work covered by this Enterprise Agreement.

### 6. Commitment and Duration

This Enterprise Agreement will deliver:

#### Commitment

- (a) management and driver commitment towards a harmonious working relationship to establish a long term cohesive team;
- (b) an incentive based working principle;
- (c) an increased income; paid as earned;
- (d) a commitment towards open communication between management and employees;
- (e) an increased commercial competitiveness through continuous improvement in work practices and efficiency;
- (f) a commitment to training, health, safety and the environment;
- (g) a greater opportunity for driver input in self-management and innovative ideas;
- (h) diligence in respect to vehicle and equipment maintenance;



#### Duration

- (a) The Consultative Committee will continue to meet on a quarterly basis or as required;
- (b) The Enterprise Agreement duration will be from date of certification through to 30th June 2000 whereupon additional improvements will be implemented for a further pre-agreed term.
- (c) the parties shall enter the discussions in good faith to review the existing Enterprise Agreement with a view to commence the process three months prior to the expiry date.

## **SECTION 2: EMPLOYMENT AND EMPLOYEE DEVELOPMENT**

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7. **CONTRACT OF EMPLOYMENT**

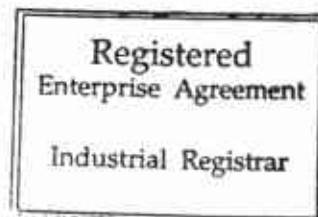
7.1 Self Management: The K&S Freighters Drivers Vehicle Handbook is the basis for employment responsibilities, company policies and procedures. The Drivers Vehicle Handbook is located in each vehicle and is to stay with the vehicle at all times.

7.2 Communication: In the interest of maintaining freight and vehicle progress in transit, the employee will ring his receiving depot before 9.00 am daily.

7.3 Versatility: After the appropriate training an employee, in the course of his normal duties, will be expected to operate / drive / manoeuvre or assist with equipment, tools or electronic monitoring devices such as loaders, forklifts, elevators, weigh bridges and onboard computerised monitoring systems and new technological devices.  
Any direction issued by an employer pursuant to the Versatility Clause above shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

7.4 Special Arrangements: By special arrangement, employees may purchase Company approved accessories (ie. mobile phones, truck refrigerators, CB's, etc). The employee will be provided with credit for the purchase of this equipment under the following conditions:

- a) The employee has accrued sufficient holiday pay and/or RDO's to cover the items purchased;
- b) Repayment to the Company will be at a minimum of \$50 per week;
- c) The employee has completed the mandatory probation period.





7.5 Probationary Period: All employees shall commence employment on probation which may last no longer than three months. During this period, both the Company and the employee are free to terminate the contract at any time, with an hour's notice, but in every case, at the employee's home base. Either, before the expiration of three months from the date of engagement, or after three months the employee shall be offered employment on a weekly basis. Any employee who successfully completes the Probationary Period will be deemed to have commenced employment, for the purpose of accrued entitlements, from the initial commencement.

7.6 Loading/Unloading Procedures and Inspections: Employees will be expected to follow safe load/unload procedures and inspections as per the Company policy relating to this activity and the Load Restraint Guide as published by the Department of Road Transport and the Federal Office of Road Safety.

7.7 Long Term Drivers: Long term drivers will be utilised in the areas of minor supervision, training, safety, monitoring of facilities and associated equipment and communicating recommendations in the interest of personnel, efficiency and improvements.

7.8 Local Driver / Yard Labourer

An employee principally employed at that persons **home base** shall be known as a local driver/yard labourer. Such person will be paid as per clause 12 - Rates of Pay. For the calculation of the hourly rate the basis shall be 38 hours per week.



7.9 Insurance Personal Effects: Insurance cover for personal effects for linehaul drivers would typically include but not limited to : portable fridge, mobile phone, UHF and or CB radio, clothing and toiletry gear, bedding, cooking/eating equipment, tools essential to the position.

Insured Peril: Fire, theft, burglary, accidental and malicious damage and loss or damage whilst in transit.

Geographical Limits: Anywhere in Australia

Limits of Liability: \$5,000 any one employee

Deductable: Linehaul \$200 each and every loss

Exclusions:

1. Theft or any attempted theft committed by:

(a) any of the insured family

(b) any person(s) in the service of the insured

(c) any person(s) in collusion with any of the Insured's family or any person(s) in the service of the Insured.

2. Theft of Property

(a) from an unlocked vehicle

(b) from an unlocked premises

Basis of Settlement: Reinstatement/Replacement value

Cost : Two Dollars (\$2.00) per week per employee as deducted by payroll deduction weekly.

The personal effects Insurance is compulsory unless otherwise advised in writing by the employee. The premium will need to be reviewed and consultation will take place if the scheme is to continue. This will be reviewed each 12 months.

**If you are not covered by the personal effects insurance then you are not covered by the company for any losses under any circumstances. Your personal effects are left in the vehicle at your own risk.**



- 7.10 Overload Offences: It is Company policy that all loads are to be check weighed to ensure their loads are placed correctly for axle weights. Gross weighing only is not acceptable. If you fail to check weigh and the load subsequently receives an overload fine it will be that drivers responsibility to pay it. To be absolved of any responsibility for payment of any fine notification must be given to the linehaul controller of the overload status prior to the commencement of the journey. If a weighbridge is not available the driver must notify the linehaul controller for advice as to what action to take. Failure to seek advice will result in the fine being paid by the driver. Quick-hitch loads will be the responsibility of the loading depot to check weigh. The company will open up accounts at public weighbridges in all major locations to assist in the weighing of vehicles. It is our intention to remove overloading fines all together. Any disputes to be referred to the Consultative Committee for resolution.
- 7.11 Cleaning of Vehicles: If a driver has to change vehicles then that vehicle must be left in a clean and presentable fashion. Failure to do this will result in \$50 being deducted from your wages and paid to the person who has to clean the vehicle. If unable to clean vehicle due to illness or due to circumstances beyond the drivers control no deduction will take place. Any disputes to be referred to the Consultative Committee for resolution.
- 7.12 Log Books: Where log books are required, the employee will be responsible for the purchase of such items. Completed log book sheets are required under legislation to be handed in to the registered owner within seven days of completion.
- 7.13 Over-dimensional Loading: If transit days are lost due to permit regulations given accepted travelling time 8 hours per day lost at the ordinary hour rate will be paid.



7.14 Mobile Phone Policy:

**Regulations**

1. Linehaul Drivers must ring the Linehaul controller at the receiving depot by 9.00 am daily.
2. Linehaul Drivers, while in control of a company vehicle are to ensure that the mobile telephone is an operable condition.
3. In the event of a mobile telephone number change or cancellation of any mobile telephone service the Linehaul Personnel Officer is to be notified immediately.

**Reimbursements**

Reimbursement for personal mobile phone usage will be at \$45 per month. A cheque will be drawn quarterly (for \$135) and posted to the drivers residential address. Below is a table showing the months that reimbursements will be made and relevant copies of the accounts that need to be submitted. Reimbursements will only be made once a copy of all three accounts are submitted together to the Linehaul Administration Officer in the Fleet Office.

**Reimbursement Month**

**Copies of Accounts to be forwarded**

April

January, February, March

July

April, May, June

October

July, August, September

January

October, November, December



## 8. TRAINING

The Company will provide training to employees under the Road Transport Forum program. In return for the national accreditation under this programme, the employee will give his or her time for no payment. Where external costs are to be met, other than the national registration (RTF) such as state licensing, the employee will be responsible for these costs only.

Employees may also be required to undertake but not limited to the following training:

	<u>Cost of Course Paid by Company</u>
Dangerous Goods licence 2 days	\$270 per person
Dangerous Goods licence refresher 1 day	\$150 per person
Forklift licence 1 day	\$540 per day minimum 6 ; \$90 each
B Double licence 2 days	\$695 per person ; minimum 4 - \$2,780
Linehaul Drivers Course 2 -3 days	\$915 per person ; minimum 4 - \$3,660

The cost of these courses will be provided free to the employee and in return the employee will provide his or her time for no payment. If the employee leaves within twelve months from the completion of the course then the Company reserves the right to deduct the cost of the course from the final payment. Where external costs are to be met, such as licensing, the employee will be responsible for these costs only. Where a medical is required and if combined with Company Medical Policy then the company will meet the cost of the medical. If medical organised by employee with own doctor cost of medical to be met by the employee.

Where the Company requires employees to undertake training, specific to their employment and development with the Company, this shall be provided free of cost to the employee and the employee shall be paid for up to 8 hours per day for actual training time at the employees' ordinary time (non driving) rate.



## 9. ROSTERED DAYS OFF

A self funding RDO entitlement will be accrued at 2 hours per week at the applicable hourly rate from the gross weekly earnings of the employee.

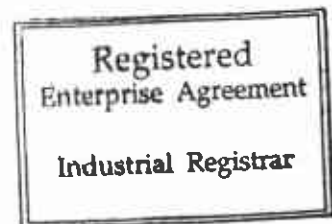
Employees will have the choice of:

- a) having a rostered day off, paid;
- b) no rostered days off but paid for RDO's accrued;
- c) a combination of both the above.

Sufficient notice must be given to the Company to accommodate these requests which will be by mutual consent.

## 10. OCCUPATIONAL HEALTH & SAFETY

All employees will be covered at all times by the relevant States' Occupational Health and Safety legislation and the Company policies in regard to Occupational Health and Safety. Specifically covered under Company policies is the Medivac Procedure which specifies actions the Company will take in regard to a driver suffering injury whilst away from his place of domicile.



**SECTION: 3      WAGES**

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## 11. CLASSIFICATIONS

### 11.1 Driver Classification

Drivers will be classified into two categories:

1. Long Distance Drivers
2. Local Driver / Yard Labourer

### 11.2 Vehicle Classification

Vehicles shall be classified, for the purpose of this agreement, into two categories as follows:

1. Single Articulated Vehicles (Artic)
2. Double Articulated Vehicles (B Double)

No minimum or maximum weight categories apply.

### 11.3 Loading Classification

- PLD - Pre-loaded - Quick-hitched  
DLD - Driver loaded - driver loaded and/or tarped





**12. RATES OF PAY**

Classification	Articulated	Grade 7	B Double	Grade 8
	Certification	30 June '99	Certification	30 June '99
Weekly Rates	\$558.00	\$585.90	\$597.60	\$627.50
DRIVING - c/klm	23.1	23.6	24.5	25.0
LOADING - PLD	\$0	\$0	\$0	\$0
LOADING - DLD	\$14.70	\$15.50	\$15.75	\$16.50
UNLOADING UPTO TWO DELIVERIES	\$14.70	\$15.50	\$15.75	\$16.50
UNLOADING PER DELIVERY after TWO	\$9.50	\$10.00	\$10.50	\$11.00

- The above wage rates are inclusive of living away from home allowance, servicing of the vehicle (pre, post and transient trip inspections, load and tyre checks, washing of vehicle) and conditions as outlined in the Enterprise Agreement.
- Excessive Loading/unloading time will be paid at the base hourly rate by agreement with the Linehaul controllers.
- Accompaniment: Drivers travelling as passengers on productive duty, or with a vehicle on a ship or train, on productive duty, will be paid at 100% of their base hourly rate (weekly rate \$/weekly ordinary hours).
- Drivers travelling to or from their base of employment at the commencement of or at the completion of annual leave will not be paid.
- the rates include a component which represents a travel allowance of \$44.50 per day.

**Long Distance Work**

Where employees are regularly required to perform driving work on return trips in excess of 500 road kilometres in distance, the employees shall receive as a minimum weekly payment the weekly wage-rate prescribed and in addition thereto, thirty percent. This condition is varied as follows:

**Annual Closedown.**

Due to the annual closedown of CSR and Laminex Industries and the downturn experienced during this period the minimum weekly payment loading of thirty percent will not apply from the beginning of the third pay period in December until the end of the third pay period in January inclusive. Notification of the days requirements to the drivers is to be made prior to 10.00 am.



### 13. PAYMENT OF WAGES

Payment of wages will be by Electronic Funds Transfer to the bank account nominated by the employee.

#### 13A TIME AND WAGES RECORD

(a) A record of trips will be kept in a place easily accessible to both employer and employee.

(b) Such records shall contain the following information in respect of each trip for each employee working under this agreement.

- 1) the name of the employee
- 2) the vehicle used
- 3) - the location where the trip began
- 4) the location where the trip ended
- 5) the distance travelled
- 6) the date the trip began
- 7) the gross amount of wages and the components thereof paid to in respect of the trip.

(c) such record shall be completed and kept upto date and completed before the payday on which wages are payable by the employer.



## SECTION 4: LEAVE ENTITLEMENTS



**14. ANNUAL LEAVE AND FLEXIBILITY**

**14.1 Period of Leave**

A period of twenty days paid leave shall be allowed annually to an employee after twelve months of continuous service, less the period of annual leave as in the case of weekly employment.

Provided that at least one block of 14 continuous days is taken per annum, the balance of leave can be taken in smaller blocks by mutual agreement.

**14.2 Notice of Leave to be Given**

In the first instance, request for leave will be 28 days' notice or in the second instance, less by mutual agreement.

**14.3 Broken Leave**

Annual leave shall be taken in one continuous block or in a sequence of blocks by mutual agreement, provided full entitlement is concluded within the 12 months period.

**15. SICK LEAVE**

Entitlements to sick leave shall continue in accordance with the Award.



**SECTION 5 - MISCELLANEOUS**

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## 16. IMPLEMENTATIONS OF ENTERPRISE BARGAINING

It has been agreed that there will be no further industrial action on the issues of this Enterprise Agreement. Any disputed areas are to be resolved in accordance with the Settlement of Disputes procedure during the implementation of this Agreement.

## 17. NO EXTRA CLAIMS

There will be no further general pay increases during the life of the Agreement except those stipulated in the Agreement. National wage movements will not apply to employees covered by this Agreement unless such application is specifically required by the National Wage Case Decision.



**18. SETTLEMENT OF DISPUTES**

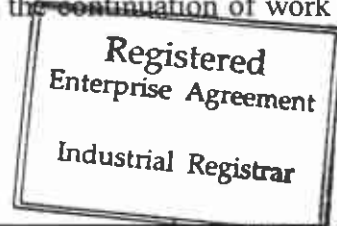
The parties acknowledge their intent to address promptly and equitably any matter likely to lead to dispute in order to attain a resolution without the involvement of other parties as so far is reasonably and practicably possible. In order for this to occur the parties acknowledge an absolute commitment to observance of the following procedure:

18.1 Subject to the NSW Industrial Relations State Act 1996 (as amended), any dispute or claim (whether any such dispute or claim arises out of the operation of this Agreement or not) as to the wages and/or conditions of employment of any employee shall be settled in the under mentioned manner:

- (i) the matter shall first be discussed between the aggrieved employee and the supervisor;
- (ii) if not settled, the matter shall be discussed between the aggrieved employee and the consultative committee;
- (iii) if not settled, the matter shall then be discussed between the Union delegate and the industrial officer, or other appropriate officer of Parramatta Produce Co Pty Ltd;
- (iv) if not settled, the matter shall be further discussed between the Branch Secretary of the Union, or his nominee, and the appropriate representative of Parramatta Produce Co Pty Ltd;
- (v) if agreement has not been reached, the matter shall then be discussed between a representative of the employer concerned and the appropriate Federal Official of the Union.
- (vi) if the matter is still not settled it shall be submitted to a member of the NSW Industrial Relations Commission, whose decision shall, subject to any appeal in accordance with the Act, be final and shall be accepted by the parties.

18.2 Until the matter is determined, work shall continue as normal.

18.3 A party shall not be prejudiced as to final settlement by the continuation of work in accordance with this Clause.



**19. RE-NEGOTIATION AND DEVELOPMENT OF THE NEXT AGREEMENT**

19.1 Prior to the expiry of this Agreement, the Company and its employees (and/or their respective representatives) shall enter into discussion in order to review the operation of, and the conditions included in this Agreement.

19.2 The review shall cover all matters raised in discussions, including but not limited to rates of pay, productivity improvements, measurement of productivity improvements and efficiency measures.

It is anticipated that performance based incentives for agreed targets will form part of the Agreement.

19.3 The parties shall enter discussion in good faith to review the existing agreement with a view to completing the process three months prior to the expiry date. All variations to this Agreement which result from the review shall be processed through the Industrial Relations Commission.

19.4 The parties to this Agreement agree that enterprise bargaining shall be an ongoing process aimed at improving the operational efficiency and profitability of the business and improving the pay and working conditions of the employees.

**20. SINGLE BARGAINING UNIT**

20.1 For the purpose of negotiating an Enterprise Agreement in accordance with the decision in the October 1993 National Wage Case (Print K9700) a single bargaining unit has been established by the signatories to this Agreement.

20.2 The signatories to this Agreement have formed a workplace consultative committee with representation from the Company's Linehaul management and transport worker employees.-

20.3 Clauses in this Enterprise Agreement cover items agreed at Consultative Committee meetings of the Parramatta Produce Company Drivers.

**21. NOT TO BE USED AS A PRECEDENT**



This Agreement shall not to be used in any manner whatsoever to obtain similar benefits in any other branch of the Company or a related company.



