

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/123

**TITLE:** Valvoline (Australia) Pty Limited 2001-2004 Enterprise Agreement

**I.R.C. NO:** 2002/588

**DATE APPROVED/COMMENCEMENT:** 4 March 2002/1 October 2001

**TERM:** 30 September 2004

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA93/299

**GAZETTAL REFERENCE:** 26 April 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 16

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees employed by the company in the State of New South Wales

**PARTIES:** Valvoline Australia -&- The Australian Workers' Union, New South Wales

**VALVOLINE (AUSTRALIA) PTY. LIMITED**

**2001-2004**

**ENTERPRISE AGREEMENT**



*Approved  
4 March 2002  
W. H. L. 5*

## ARRANGEMENT

1. Parties to Agreement
2. Duration
3. Wages
4. Allowances
5. Labour Flexibility
6. Hours of Work
7. Overtime
8. Mixed Function
9. Public Holidays
10. Meal Allowance and Meal Time
11. Contract of Employment
12. Payment of Wages
13. Tea Breaks
14. Fares
15. Travelling Allowance
16. Sick Leave
- 16A. Personal Carer's Leave
17. Annual Leave
18. Long Service Leave
19. Bereavement Leave
20. Preference
21. Union Representative
22. Consultative Committee
23. Area & Incidence
24. Dispute Procedure
25. Redundancy
26. Anti Discrimination
27. Superannuation
28. Signatories



## 1. PARTIES TO THE AGREEMENT

The parties to this Agreement are Valvoline (Australia) Pty. Limited (the company) and the Australian Workers' Union New South Wales.

## 2. DURATION

This Agreement shall have a commencement date of the 1<sup>st</sup> October 2001 and remain in force until the 30<sup>th</sup> September 2004.

## 3. WAGES

The following weekly rates shall apply to the classifications as defined below:

<u>Classification</u>	<u>Base Wage</u> (1/10/2001) <u>Year 1</u>	<u>Base Wage</u> (1/10/2002) <u>Year 2</u>	<u>Base Wage</u> (1/10/2003) <u>Year 3</u>
Blender	\$615.51	Year 1 + 2.5%	Year 2 + 2.5%
Assistant Blender	\$595.22	or CPI	or CPI
Materials Attendant/Truck Driver	\$583.84	(whichever is greater)	(whichever is greater)

The CPI figure is the percentage change in the CPI, as published by the Australian Bureau of Statistics, for the period 1<sup>st</sup> July to 30 June immediately prior to the date the change in the Base Wage takes effect.

The above rates of pay shall take effect as of the first full pay period after the 1<sup>st</sup> October 2001, 1<sup>st</sup> October 2002, and 1<sup>st</sup> October 2003.



## 4. ALLOWANCES

### (a) Leading Hands

An employee so appointed by the company to perform the duties of a Leading Hand shall be paid in addition to the base rate of pay the following:

1. Where in charge of up to nine employees, \$17.00 per week.
2. Where in charge of the package filling lines, designated AF1, AF2, AF3 and AF4, \$3.40 per shift.
3. In charge of ten or more employees, \$24.50 per week.
4. In charge of a complete store (i.e. Newcastle, etc.) \$24.50 per week.

(b) Fork Lift

An employee appointed by the company as a fork lift driver shall be paid in addition to the base rate of pay an allowance of \$7.00 per week.

(c) Boiler Certificate

An employee who holds a Boiler Certificate and is appointed by the company shall be paid an allowance of \$9.70 per week above the base rate of pay.

(d) First Aid

An employee appointed as a first-aider shall be paid an allowance of \$10.00 per week above the base rate of pay.

(e) Service Allowance

After the first 12 months service	\$ 2.90 per week
After 2 years of service	\$ 5.60 per week
After 5 years of service	\$13.00 per week
After 10 years of service	\$18.00 per week

The service allowance is to be paid for all purposes of the Agreement. Payments will not be made to an employee for any week,

- in which, in the case of termination of employment, the full week is not worked with the exception of retirement, in which case the full week's allowance will be paid, or
- for which the employee is not entitled under the Agreement for payment of wages, or
- in which the employee has had any absence of one day or more from duty without authorised leave.

(f) Attendance Bonus

In addition to the rates of pay prescribed in this Agreement, an Attendance Bonus of \$25.00 per week shall be paid to all employees covered by Agreement, provided that the employee has worked the prescribed number of ordinary hours. This Attendance Bonus shall be increased to \$30.00 per week, effective from the first full pay period after the 1<sup>st</sup> April 2003. Any absence, unless authorised elsewhere in this Agreement, shall negate this bonus.

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**5. LABOUR FLEXIBILITY**

- (a) For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, it is agreed that employees may perform

a wider range of duties including work which is incidental or peripheral to their main task or function.

- (b) As part of the structural efficiency process, and on an ongoing basis, the parties agree that discussions should continue at the enterprise level to provide for more flexible working arrangements, improvements in the quality of working life, enhancement of skills and job satisfaction.
- (c) All employees covered by this agreement, agree to work with management to enable the transfer of employees between the day and afternoon shifts, based upon a minimum one week's notice, to cover the labour requirements of either shift.
- (d) Employees classified as Blenders and/or Assistant Blenders, agree to work with management to vary their starting and finishing times, to accommodate production demands. The payment of the relevant shift allowances shall be applicable accordingly.

## 6. HOURS OF WORK

The hours of work shall be 36 hours per week to be worked Monday to Friday between the hours of 6.00 a.m. and 10.00 p.m. The work day will be divided into 2 shifts, day shift from 6.00 a.m. to 2.05 p.m. and afternoon shift 1.55 p.m. to 10.00 p.m. No more than 7 hours 35 minutes per day shall be worked without the payment of overtime. When it is deemed necessary for an employee to change shifts, the employee will be given a minimum of one weeks notice or by mutual agreement.

Employees shall be entitled to 13 rostered days per annum, at least one rostered day off per month shall be granted with two rostered days off taken in December each year. Each rostered day off will be taken on the last working day of each month. At least 9 rostered days shall be on a Monday or a Friday. A schedule detailing the nominated rostered days off shall be displayed 12 months in advance.

No employee shall work for longer than 5 hours without a meal break.

### (a) Shift Work

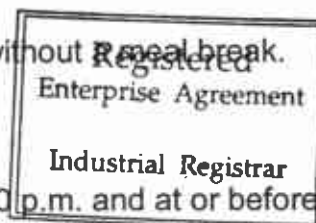
Afternoon shift means any shift finishing after 6.00 p.m. and at or before midnight.

Night shift means any shift finishing after midnight and at or before 6.00 a.m.

Early morning shift means any shift commencing after 4.00 a.m. and before 6.00 a.m.

A shift worker whilst on afternoon or night shift shall be paid for such shift 20 percent more than the base rate.

A shift worker whilst on early morning shift shall be paid for such shift 15 percent more than the base rate.



## 7. OVERTIME

- (a) For all time worked outside the ordinary hours of work prescribed by clause 6 hours of this Agreement the rates of pay shall be time and one half for the first two hours and double time thereafter.
- (b) Employee/s called upon to work during the recognised meal break shall be paid overtime rate for all time worked until a break is granted.
- (c) For all time worked on a Sunday (4 hours minimum), double time shall be paid.
- (d) An employee after completion of overtime shall be given a minimum of 10 hours break without deduction of pay of ordinary hours occurring in that period. An employee required to work without having the 10 hour break shall be paid at double time until released from duty.
- (e) Each employee shall work between 4-6 hours per week of overtime as required by the company.

## 8. MIXED FUNCTIONS

Where the employment or work involves functions of a mixed character, the minimum wage to be paid for that day shall be the higher rate applicable under this Agreement. If so engaged in excess of one day in any week, the employee shall be paid at the higher rate for each shift worked per day.

## 9. PUBLIC HOLIDAYS

Permanent employees shall be entitled to the following days off with full pay as though worked:

New Years Day	Queens Birthday
Australia Day	Labour Day
Good Friday	Christmas Day
Easter Saturday	Easter Monday
Anzac Day	Boxing Day

Together with all proclaimed and/or gazetted public holidays celebrated throughout the State of New South Wales.

All time worked on any of the public holidays shall be paid at the rate of double time and a half, except for work on Easter Saturday which shall be paid at double time. A minimum of 4 hours pay shall be paid to an employee who is required to work on any public holiday.

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Where an employee is absent from work on the working day before or after a public holiday or is required to work on such public holiday is absent without reasonable excuse, the employee shall not be entitled to payment for such public holiday.

Where an employee's rostered day off falls on a public holiday, the employee at the discretion of the employer be paid one day's pay at ordinary rates or be given a day off on an alternative week day.

The first Monday in March each year shall be the union's picnic day, an employee required to work shall be paid at time and one half the ordinary rate and an additional day's leave shall be added to the employee's annual leave. The company may require from the employees the butt of the ticket issued for the picnic as evidence of their attendance at the picnic. Where such evidence is requested by the company payment need not be made unless such evidence is produced. To maintain productivity, the picnic day holiday shall be staggered between the first and second Monday in March of each year.

#### **10. MEAL ALLOWANCE AND MEAL TIME**

An employee required to work overtime for more than one and a half hours shall be paid the sum of \$6.50 in lieu of a meal. A further sum of \$6.50 shall be paid to an employee after each four hours of overtime worked.

#### **11. CONTRACT OF EMPLOYMENT**

Employment shall be by the week, employment shall be terminated by one week's notice by the employee or by forfeiture of one week's wages.

A casual shall be employed on an hourly basis, an allowance of 20 percent shall be paid for all hours worked.

#### **12. PAYMENT OF WAGES**

Payment of wages shall be paid by cash or electronic funds transfer paid weekly to a bank or financial institution of the employee's choice and be available by Friday of each week. Pays will be calculated to Thursday of each week.

#### **13. TEA BREAKS**

Employees shall be allowed a tea break of ten minutes during each period of four hours worked. This provision shall also apply to work performed on a Saturday, Sunday, holidays and on overtime.

At the company's direction, a ten minute tea break shall be provided between 1.00 p.m. to 4.00 p.m. Monday to Friday.





#### 14. FARES

Transport in company's time from store to store or from store to the waterfront and return shall be arranged and paid for by the company.

#### 15. TRAVELLING ALLOWANCE

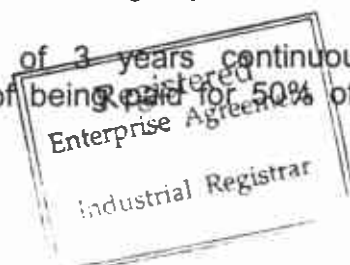
Where an employee is transferred to a place which requires the employee to travel a greater distance from home than the distance to the usual place of employment, the company shall pay any additional fares incurred and for any additional travelling time so incurred shall be paid at ordinary rates of pay.

#### 16. SICK LEAVE

- (a) Where an employee after three month's continuous employment does not attend work by reason of sickness, he/she shall, on account thereof, be entitled without deduction of pay to absent himself/herself from work up to the equivalent of 10 working days each year subject to the following provisions of this clause.
- (b) The employee shall, wherever practicable, before the commencement of such absence, or in any case within 24 hours, inform the Company of the employee's inability to attend for duty, and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.
- (c) The Company may require a medical certificate for the third and subsequent single day's absences in each year. An employee shall provide medical certificates for consecutive days absences.

For absences which occur before or after public holidays or rostered days off a medical certificate shall be provided irrespective of the length of absence.

- (d) An employee who during the first three month's service is absent from his/her employment due to illness and provides medical certificates for such absence or absences shall upon completion of three month's service be entitled to claim payment for such sick leave up to the maximum provided for by sub-clause (a) of this clause.
- (e) An employee may allow untaken sick leave to accumulate from year to year to a maximum of the equivalent hours of 50 working days.
- (f) An employee after the completion of 3 years continuous permanent employment, shall have the option of being registered for 50% of untaken sick leave.



For example, if two days have been taken during a year, the employee has the option of being paid for four, the remaining four days would accumulate in terms of the Agreement. This clause is to operate on a year to year basis, and is not to include sick leave which has accumulated over previous years.

Payment is to be at the base rate, and is not to include Attendance or other allowances.

- (g) An employee who has more than 5 days unauthorised absences, during any 12 month period, shall forfeit the payment of their Attendance Bonus, for a period of 6 months, after the date of the 5<sup>th</sup> unauthorised absence. The attendance bonus shall remain forfeited until that employee has a period of 6 months employment without any unauthorised absence.

#### 16A. PERSONAL CARER'S LEAVE

##### (1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 16, sick leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being:
    - (a) a spouse of the employee: or
    - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or



(c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee; or spouse or de factor spouse of the employee; or

(d) a same sex partner who lives with the employee as the de factor partner of that employee on a bona fide domestic basis; or

(e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

1. 'relative' means a person related by blood, marriage or affinity;

2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of other; and

3. 'household' means a family group living in the same domestic dwelling.

(d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

## (2) Unpaid Leave for Family Purpose

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

## (3) Annual Leave

(a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

(b) Access to annual leave, as prescribed in paragraph (a) of this subclause above, shall be exclusive of any shutdown period provided for elsewhere under this award

(c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

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(4) Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

(5) Make-up Time

- (a) An employee may elect, with the consent of the employer, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

(6) Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.



17. ANNUAL LEAVE

- (a) See *Annual Holiday Act, 1944*, as amended.
- (b) Except where altered to grant additional leave privileges the *Annual Holidays Act, 1944*, as amended, shall apply in all respects.
- (c) During a period of annual leave, an employee shall receive a loading of 20% calculated on the rate of wage prescribed by sub-clause (a) of Clause 3, Base rates. The annual leave loading shall not be payable in respect of pro-rata payments for annual leave on the termination of employment.
- (d) Employees undertake to give the company reasonable notice of proposed annual leave. The company undertakes also to give reasonable notice of proposed annual leave and plant closure.

## 18. LONG SERVICE LEAVE

See *Long Service Leave (Oil Companies) Award 1985*.

## 19. BEREAVEMENT LEAVE

- (a) In the event of the death of any or each of a person prescribed in subclause (c) below, an employee shall, on proof satisfactory to the Company, be granted three days leave with pay.
- (b) If the above death is interstate or overseas one extra day will be granted.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 16A Personal Carer's Leave, provided that for the purposes of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with the other leave available under subclause (2), (3), (4), (5) and (6) of the said clause 16A. In determining such a request the employer will give special consideration to the circumstances of the employee and the reasonable operational requirements of the business.

## 20. PREFERENCE

After seven (7) days of being employed by the Company, the Australian Workers' Union may approach any employee to become a financial member of the Union.

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## 21. UNION REPRESENTATIVE

An employee appointed Union Representative shall be recognised as the accredited representative of the Union and shall be allowed the necessary time off during working hours to interview the employer on matters affecting members whom they represents.

## 22. CONSULTATIVE COMMITTEE

A Consultative Committee comprising an equal number of management and employee representatives shall be established. This Committee shall be a forum for open discussion and shall meet on a regular basis or as required.

This Committee shall address a broad range of operational and personnel matters, particularly those that contribute to the efficiency and productivity of the Company's operation as well as attempting as far as possible, to maintain security of employment. Subjects that would be addressed include:

- the introduction of new technology
- work methods
- implications of external decisions on the Company and employees
- the physical aspects of the employee working environment

The company agrees to having quarterly meetings with the elected representatives of the employees, for the discussion of both company and employee performance issues. The company agrees to meet with its employees biannually in the last working week in March and September each year, to discuss relevant issues concerning the employees and the company. Any questions to be raised at these meetings, are to be tabled, in writing to the Director of Operations, at least one week prior to the agreed meeting date.

## 23. AREA & INCIDENCE

This Agreement replaces the *Valvoline (Australia) Pty Ltd 1997-1999 Consent Award* and all variations thereof. This Agreement shall apply to the classes of employees hereinafter set forth and employed by the Company, in the State of New South Wales.



## 24. DISPUTES PROCEDURE

Procedure relating to the handling of dispute/s which may occur in the work place from time to time, must be initially dealt with as close to its source as possible, with graduated steps for further discussions and resolution at higher levels of authority, as follows:

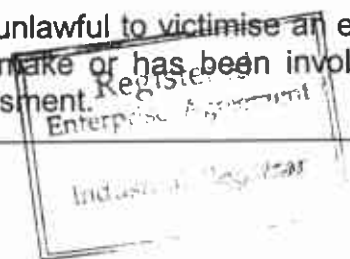
1. The employee/s is required to notify the employer as to the substance of the grievance as soon as reasonably practicable. A meeting may be arranged with the employer for bilateral discussion and remedies may be investigated.
2. Reasonable time limits must be allowed for discussion at each level.
3. At the conclusion of the discussion, the employer must provide a response to the dispute, if the matter has not been settled, including reasons for not implementing any proposed remedy.
4. While the procedure is being followed, normal work must continue.
5. The employee/s may be represented by the Australian Workers' Union throughout the procedure.

## 25. REDUNDANCY

The company agrees to the terms and conditions of the current relevant State Act covering Redundancy (i.e. NSW Employment Protection Act).

## 26. ANTI DISCRIMINATION

- (a) It is the intention of the parties to this agreement to seek to achieve the object of section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti Discrimination Act* 1977 it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.



- (d) Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977*;
  - (iv) a party to this agreement from pursuing matters of unlawful discrimination in any State of federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

## 27. SUPERANNUATION

(a) The subject of superannuation contributions is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act, 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

(b) The employer shall be a participating employer in any of the following funds:  
Valvoline Australia Superannuation Fund  
and shall participate in accordance with the Trust Deed of that fund.



(c) The employer shall contribute to the Fund in accordance with the legislation provided that employer contributions do not fall below 3% of ordinary time earnings:

NOTATION: Employer contributions under relevant legislation are set at 7% until 30 June 2000, when they will increase to 8% and a final adjustment of 9% from 1<sup>st</sup> July 2002

- (d) The employer shall provide each employee upon commencement of employment with membership forms of the fund and shall forward the completed membership form to the fund within 14 days.
- (e) An employee may make contributions to the fund in addition to those made by the employer.
- (f) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the fund from the employee's wages a specified amount in accordance with the Trust Deed and the rules of the fund.



- (g) An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of the receipt of the authorisation.
- (h) All contributions shall be made at the completion of each calendar month.
- (i) Ordinary time earnings shall be defined as including:
  - (i) Award classification rate
  - (ii) overaward payment
  - (iii) Shift loading – including weekend and public holiday penalty rates earned by shift employees on normal rostered shifts forming the ordinary hours of duty not when worked as overtime
  - (iv) Casual loading in respect to casual employees including 1/12 Annual Holiday Loading.

Ordinary time earnings does not include bonuses, commission, payment for overtime or other extraordinary payment, remuneration or allowance.

## 28. SIGNATORIES

Name: PETER FITZGERALD Signature: [Signature]

For and on behalf of  
Valvoline Australia Pty Limited Date: 21st Jan 2002

Witness: [Signature] Date: 21st Jan 2002

Name: RAY SPARKES Signature: [Signature]

For and on behalf of  
Australian Workers Union Date: 30<sup>th</sup> January 2002

Witness: [Signature] Date: 30<sup>th</sup> January 2002



*Approved  
H. Handerson  
AWU*