

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: 97/20

L.R.C. NO: 96/5581

DATE APPROVED/COMMENCEMENT: 9 January 1997

TERM: 2 years

NEW AGREEMENT OR *NEW*
VARIATION:

GAZETTAL REFERENCE: 29619.1400 (7.3.97)

DATE TERMINATED:

TITLE: Chemtrans Sydney Enterprise Agreement .

COVERAGE/DESCRIPTION OF
EMPLOYEES: Transport Workers grade 1 to 7

PARTIES: Incitec Limited trading as Chemtrans & Transport Workers' Union of
Australia, New South Wales Branch

PAGES: 12

\$24

AN AGREEMENT

BETWEEN

(1) INCITEC LTD T/AS CHEMTRANS



AND

(2) THE DRIVERS OF CHEMTRANS SYDNEY
& THE TRANSPORT WORKERS UNION OF AUSTRALIA
(NSW BRANCH)

1. **Parties to the Agreement**

This agreement shall be binding upon:-

- (a) Incitec Ltd T/as Chemtrans
- (b) The Drivers of Chemtrans, Sydney
- (c) The Transport Workers Union

2. **Title of Agreement**

The agreement shall be known as the "Chemtrans Sydney Enterprise Agreement".

3. **Intention**

The agreement shall apply only to those employees in the occupation(s) identified and engaged by the company at its depot located at 191 Miller Road, Chester Hill.

The usual starting places shall be Miller Road, Chester Hill and Dennison Street, Botany.

4. **Duress**

The parties to this agreement agree that agreement has been reached through consultation and consensus and decided upon by secret ballot of the employees present, without duress by any party.

5. **Incidence and Duration**

This agreement shall partially regulate the terms and conditions of employment previously regulated by the Transport Industry Interim (State) Award (270 IG @ 611) ("the award") or any other award that replaces that award during the nominal period of this agreement and thereafter until this agreement is varied or rescinded.

To the extent of any inconsistency between the Transport Industry Interim (State) Award or the agreement mentioned above and this agreement then this agreement shall prevail.

The agreement shall operate from the date of registration and shall remain in force for a nominal period of twenty-four (24) months unless varied or terminated earlier by the provisions provided within the Industrial Relations Act 1991.

When the term of this agreement has expired the conditions of this agreement shall continue until a new agreement has been concluded.

Negotiations for a new agreement will commence three months before the expiry of this agreement.



6. **Index**

1	Parties to the Agreement
2	Title of the Agreement
3	Intention
4	Duress
5	Incidence and Duration
6	Index
7	Wages
8	Oil Industry Work
9	Meal Allowance
10	Travelling and Living Away Allowance
11	Overtime
12	Probation
13	Hours of Work
14	Permanent Part-Time Employees
15	Casuals
16	Payment of Wages
17	Incitec Health Benefits Plan
18	Superannuation
19	Clothing
20	Prescription Safety Glasses
21	Personal Protective Equipment
22	Driver Meetings for Industrial Issues
23	Flexibility
24	Maintenance
25	Customer Service
26	Annual Driver Training, Dangerous Goods Training and Relicensing
27	Interstate Work
28	Shift Work
29	Drivers Handbook
30	Operating Performance
31	Consultative Arrangements
32	Disputes
33	Commitment

Schedule 1: Weekly Rate & Allowances

7. **Wages**

7.1 The rates of pay are detailed in Schedule One (1). The increases in pay recognise movements in wages and conditions, movements in the cost of living in the general community and productivity improvements contained in this agreement. Changes in wages and conditions arising from National or State wage case decisions made during the life of this agreement will not apply.

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7.2 Dangerous Goods Allowance

In recognition of the additional skills required in the transport and transfer of dangerous goods a fixed allowance will be paid, as specified in Schedule 1 (Wages), where an employee is routinely required to transfer bulk dangerous goods.

Bulk Dangerous Goods shall be as defined in the Australian Code for the Transport of Dangerous Goods.

This clause shall be in lieu of Clause 13, Obnoxious Materials of the Award.

The allowance shall be included in the rate for the calculation of superannuation.

7.3 Over Award Payment

The Over Award Payment which was confined to the existing employees on 29 March 1995 is absorbed into the increases paid in this agreement.

7.4 Where the parties agree an agreed time will be paid for specific journeys and work.

If genuine delays occur which exceed the agreed times then actual hours worked will be paid.

Agreed load and unload times will not be changed during the term of the agreement.

7.5 Driver Training

For each week in which an accredited driver is required to train another driver the driver shall be paid a fixed allowance as specified in Schedule 1, Wages.

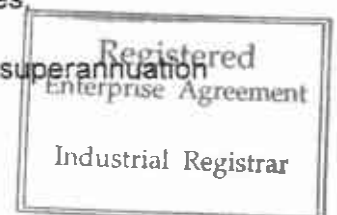
8. Oil Industry Work

Drivers performing delivery work for oil companies as defined in Clause 30, Mixed Function of the Award, shall be paid a fixed daily allowance as specified in Schedule One (1).

The allowance shall be paid to a driver in training.

This Clause shall be in lieu of paragraphs 3 of Clause 30, Mixed Function, of the Award and Federal Awards applicable to the L.P.G. and Oil Industries.

The allowance shall be included in the rate for the calculation of superannuation and leave entitlements.



9. **Meal Allowance**

The parties agree that the nature of the local liquids and L.P.G. Hose Reel operations are such that adequate notice of overtime is provided and meal allowances are not payable on that work.

10. **Travelling and Living Away Allowance**

Where a driver is engaged on work in which it is not practical to return home at night the driver shall be allowed actual reasonable expenses or if suitable accommodation is not practical the payment of an allowance as detailed in Schedule 1.

11. **Overtime**

There shall be no limit on the number of hours of overtime able to be worked.

12. **Probation**

All new employees will work a three month probation period.

13. **Hours of Work**

13.1 The normal start time is 6.30 am.

13.2 Where RDO's are taken 160 ordinary hours per four weeks will be paid at the forty hour rate. Overtime will be paid at the thirty eight hour rate.

14. **Permanent Part-Time Employees**

Permanent part-time employees will receive pro-rata the entitlements of a full time employee.

15. **Casuals**

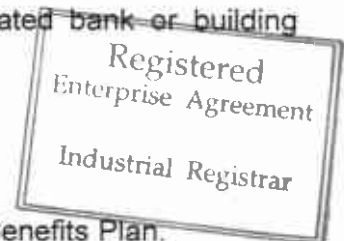
Casual drivers will be paid a minimum of four hours each day.

16. **Payment of Wages**

Wages are paid weekly by electronic transfer to a nominated bank or building society account or to the Incitec Credit Union.

17. **Incitec Health Benefits Plan**

Employees are eligible for the benefits of the Incitec Health Benefits Plan.



18. **Superannuation**

All permanent employees will be members of the ICI Australia Ltd and Associated Companies Superannuation Fund.

All casual drivers will be members of the TWU Superannuation Fund.

19. **Clothing**

Five sets of work clothing will be issued annually. Damaged clothing will be replaced on a new for old basis.

A set of work clothing consists of one shirt, one pair trousers or shorts.

One jacket (light or heavy), one pair steelcapped safety footwear and one hat will be issued upon commencement and replaced on a new for old basis.

20. **Prescription Safety Glasses**

Employees may participate in the Company's Prescription Safety Glasses program on the understanding that:-

- a) a prescription for spectacles (new or a renewal) is to the employee's cost;
- b) the Company's optometrist is always used for the make up of the spectacles;
- c) spectacles are made up on the standard Company frame.

21. **Personal Protective Equipment**

When PPE has been issued and is required for a job then failure to wear the PPE will result in a final warning of termination of employment. A second failure to wear PPE will result in termination of employment.

22. **Driver Meetings for Industrial Issues**

In any one calendar year drivers will be paid not more than one hour's pay per meeting at ordinary time rates to attend not more than two on-site meetings. These meetings will normally be held outside of normal business hours and will be scheduled so as to ensure minimal disruption to company business.

This arrangement does not apply to meetings to discuss a new enterprise agreement.

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23. **Flexibility**

- 23.1 The current flexible starting times, where drivers and supervisors agree on a different starting time will be maintained in all areas.
- 23.2 Staff may operate equipment to demonstrate work practices or to assist with emergencies.
- 23.3 Annual leave will be scheduled to avoid peak periods. Employees requiring annual leave must give one months notice of their requirements unless there are special and urgent circumstances.
- 23.4 Mechanics may drive vehicles for the purpose of road testing.
- 23.5 Wherever practicable meal breaks and crib breaks will be taken during extended travelling delays, extended queues or delays in loading or unloading except where a transfer has started.
- 23.6 Where an employee is unable to take a meal break an additional payment of half an hour's overtime shall be made provided the supervisors approval is obtained at the time the lunch break would normally be taken.
- 23.7 There will be no demarcations other than those arising from individual level of skills. The parties will work together to develop the skills required by employees for the business.
- 23.8 Drivers will load and unload vehicles at customers sites provided appropriate training has been given in that customer's equipment. The driver shall only be responsible for the operation of customer's equipment which is directly related to the loading and unloading of the vehicle.
- 23.9 The overtime crib break which was confined to drivers employed on or before 20th February 1995 will no longer be paid.

24. **Maintenance**

Where an employee has agreed to perform unsupervised maintenance work beyond that of normal minor repairs he shall be accredited as competent by the Maintenance Manager or Workshop Supervisor.

25. **Customer Service**

Drivers agree not to cause the closure of all or part of a product receiver's operation by preventing the delivery of product unless significant safety issues concerning the operation have not been rectified.



26. **Annual Driver Training, Dangerous Goods Training and Relicensing**

Drivers will attend, annual driver training, dangerous goods training and relicensing and shall be paid at ordinary time rates.

27. **Interstate Work**

27.1 When working on Interstate work the driver shall be paid an amount calculated by multiplying the number of kilometres travelled by the wage rate per kilometre as specified in schedule one.

The kilometre rate includes an overtime allowance and a disability allowance which compensates for:-

- a) Shift work and related conditions.
- b) Necessity to work during weekends.
- c) Lack of normal depot facilities. eg. lunch room, wash rooms, toilets, tea making facilities.
- d) Necessity to eat at roadside fast food outlets.
- e) Absence of normal resting facilities and normal bed at night.
- f) Additional hazards arising from driving long distances at night and alone.
- g) Handling dangerous goods.
- h) Irregular starting and finishing times.
- i) Work in rain.
- j) Cleaning of vehicle.
- k) Emergency on the road maintenance.
- l) Minor delays
- m) Overtime

27.2 For loading and/or unloading a fixed amount calculated by multiplying the hourly rate set in this agreement by an agreed number of hours for the loading and/or unloading.

27.3 Where a delay greater than one hour occurs the time in excess of one hour shall be paid at the ordinary time rate (calculated on a 38 hour basis) to a maximum of eight hours in any one day.

27.4 Where a driver performs work on a public holiday eight (8) hours pay at ordinary time will be paid in addition to the kilometre rate except for Xmas Day and Good Friday where sixteen (16) hours will be paid.

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Enterprise Agreement

Industrial Registrar

28. **Shift Work**

A shift allowance will be paid for each day a shift is worked.

The allowance shall be a percentage of the current award rate and will remain fixed for the term of the agreement.

Early morning shift	starts between 3 am and 5.59 am	12.5%
Day shift	starts between 6 am and 9.59 am	0.0%
Afternoon shift	starts between 10 am and 6.59 pm	17.5%
Night shift	starts between 7 pm and 2.59 am	30.0%

Where regular rotating shift patterns are worked the shift allowances will be averaged

Large Acid Fleet:	Rotating afternoon/night	23.75%
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29. **Drivers Handbook**

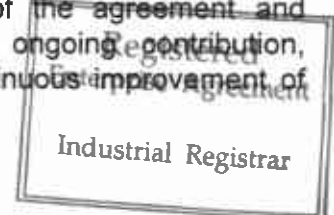
Drivers are accountable for the proper conduct of their duties as specified in the Chemtrans Drivers Handbook.

30. **Operating Performance**

In order to monitor and improve their own performance drivers agree to operate vehicle monitoring equipment. A set of accountabilities and objectives will be agreed with each driver. These will include service, presentation, safety and efficiency. At least annually a discussion will be held with each driver to review performance and determine training needs.

31. **Consultative Arrangements**

A consultative committee comprising at least two driver representatives and two management representatives will review the operation of the agreement and further design and implement actions to ensure the ongoing contribution, commitment and involvement of all employees in the continuous improvement of the business.



32. **Disputes**

32.1 Procedure

Any disputes which may arise under this Agreement shall be dealt with as follows:-

- 32.1.1 Any dispute or grievance which arises between any employee and the employer unless settled by discussion on the job between the employee and the Supervisor shall, in the first instance, be dealt with by negotiation between a representative of the employee and the relevant local Operations Manager.

- 32.1.2 If the matter remains unresolved it shall be further discussed between an organiser of the Transport Workers' Union of Employees and the appropriate representative of Chemtrans.
- 32.1.3 If the matter remains still unresolved it shall be referred by the Transport Workers' Union of Employees NSW, and/or Chemtrans to the Industrial Relations Commission of NSW.
- 32.1.4 Whilst the matter is being resolved work shall continue normally and there shall be no bans, limitations or stoppages of work. Where there is an existing custom or practice work shall continue to be performed according to that custom or practice whilst the matter is being resolved.

32.2 Disputes Outside Chemtrans

Chemtrans drivers, will not participate in any industrial disputes concerning Chemtrans customers or other depots.

33. Commitment

The Drivers, the Union and the Management agree that no claims will be made or actions taken in support of any extensions or improvements in respect of any such work undertaken by them under the terms of this Agreement during the currency of the Agreement.



SCHEDULE 1

WAGES

<u>Weekly Rates:</u>	<u>Award</u>	<u>Effective at date of Agreement</u>	<u>Effective 1st January, 1997</u>	<u>Effective one year after date of Agreement</u>	
Transport worker	Grade 1	\$388.40	\$423.37	\$439.08	\$454.78
	Grade 2	\$402.00	\$438.19	\$454.43	\$470.68
	Grade 3	\$411.40	\$447.71	\$464.34	\$480.96
	Grade 4	\$419.60	\$457.37	\$474.32	\$491.27
	Grade 5	\$440.70	\$480.55	\$498.35	\$516.14
	Grade 6	\$446.00	\$486.12	\$504.13	\$522.14
	Grade 7	\$462.10	\$503.67	\$522.32	\$540.98

Long Distance

Date of commencement on LD Work

Before Date of Agreement	26.81 cents per km	26.81 cents per km	26.99 cents per km
On or after Date of Agreement	25.06 cents per km	26.03 cents per km	26.99 cents per km

Allowances

Dangerous Goods	\$34.00 (fixed) per week worked
Leading Hand	\$21.70 per week
Sideloader & HIAB Crane	\$19.80 per week
Refinery Allowance	\$31.95 per day
Travelling and Living Away	\$30.00 per night
Driver Trainer	\$25.00 per week (fixed)



SIGNED for and on behalf of INCITEC T/AS CHEMTRANS

in the presence of:

[Signature]
Representative

[Signature]
Witness

A. J. LYONS
Name (Please print)

L. D. Corcoran
Name (Please print)

[Signature] SAAC
Representative

[Signature], 5/9/96
Witness

IAN GILLESPIE
Name (Please print)

IAN HANCOCK
Name (Please print)

SIGNED for and on behalf of
THE DRIVERS OF CHEMTRANS SYDNEY

[Signature]
Representative

[Signature]
Witness

[Signature]
Name (Please print)

L D Corcoran
Name (Please print)



SIGNED for and on behalf of
THE TRANSPORT WORKERS' UNION OF AUSTRALIA

[Signature] Acting Secretary
Representative

[Signature]
Witness

A. V. Sheldn
Name (Please print)

[Signature]
Name (Please print)