

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/151

TITLE: Youngs Fuel Supplies Pty Limited Enterprise Agreement 2003

I.R.C. NO: IRC3/1940

DATE APPROVED/COMMENCEMENT: 20 June 2003/1 July 2003

TERM: 31 December 2004

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 8 August 2003

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of the company who fall within the coverage of the Transport Industry - Petroleum, &c., Distribution (State) Award

PARTIES: Youngs Fuel Supplies Pty Ltd -&- the Transport Workers' Union of New South Wales



03/1940 Ex 1

THIS AGREEMENT SHALL BE KNOWN AS THE

YOUNGS FUEL SUPPLIES PTY LIMITED

ENTERPRISE AGREEMENT 2003

ARRANGEMENT

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1. DEFINITIONS

"Youngs" shall mean Youngs Fuel Supplies Pty Limited.

"The Union" shall mean the Transport Workers' Union of Australia (NSW Branch).

"The Award" shall mean Transport Industry – Petroleum & c., Distribution (State) Award.

"The Agreement" shall mean this agreement – The Youngs Fuel Supplies Pty Limited Enterprise Agreement 2003.

"The Commission" shall mean the Industrial Relations Commission of New South Wales.

"DDS" Depot Despatch Supervisor.

2. SCOPE, APPLICATION AND OPERATION

(1) Parties Upon Whom This Agreement is Binding

This Agreement shall be binding upon:

- (a) Youngs;
- (b) The Union, its Officers and its members; and
- (c) Youngs' employees, whether members of a Union or not; and who are engaged in any of the classes of work mentioned in Clause 4 (Schedule C) Wage Rates of the Award and shall apply in the State of New South Wales.

(2) Previous Award/Agreement Superseded

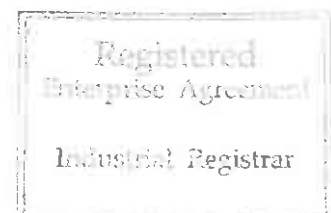
This Agreement should be read in conjunction with the Transport Industry – Petroleum & c., Distribution (State) Award, provided that where there is any inconsistency, this Agreement shall prevail to the extent of the inconsistency.

(3) Commencement of Agreement

This Agreement will commence from the beginning of the first pay period on or after ratification by the Commission, and shall remain in force until 31st December 2004 (The Term).

(4)

This Agreement covers the delivery of fuels, heating oil, bulk lubricants and lubricant pack products during the Term by Youngs employees employed as drivers.



Youngs affirms its commitment to manage change through the long-standing "Consultative Process" agreed between Youngs its employees and the union.

The new rates of pay provided in this Agreement include the acquisition of all new work, technology and new practices.

5.1 DRIVER CLASSIFICATION

For the purpose of this agreement Driver positions and wage rates will be classified in the following way:

1. Classification 1.
Those drivers who drive a vehicle of B Double configuration, regardless of total tonnage or litrage.
2. Classification 2.
Those drivers who drive articulated vehicles, regardless of total tonnage or litrage (tri axle or bogie axle).

5.2 PROGRESSION THROUGH THE CLASSIFICATION AND COMPANY STRUCTURE

Consistent with company policy appointment to any position will be on merit. The parties agree to the establishment of standards of performance (including Key Performance Indicators (KPIs)) at the individual location. The KPI's will be negotiated by the Youngs Management, in consultation with driver representative/s in relation to general distribution operations to achieve available efficiency gains. These should be open and realistic.

5.3 TRAINING

In order to facilitate the commitment of employees to work in the most flexible manner without artificial constraint, Youngs affirms it's policy to provide training for all drivers having regard to the specific requirements of particular work functions and the nature and characteristics of the Oil Industry. This training shall be consistent with recognised skill and competency standards taking into account the company's operational needs and the needs of the individual.

6.1 SHIFT AND HOURS WORKED/DEPOT ROSTERS

In order to maximise fleet utilisation, managers and drivers will endeavour to structure rosters in order to satisfy company requirements for fleet utilisation and individual driver needs.



In general, the parties accept the following:

- (i) A day will not be less than 7 hours for full-time drivers or 4 hours for casual drivers. Call-Backs will be for a minimum of 4 hours.
- (ii) A fortnight will not be less than 70 hours.
- (iii) Subject to discussion and agreement at each location, rosters or shifts shall require the establishment of a minimum number of shifts/days work in any one week.
- (iv) No driver will be permitted to work more than the legal limit.
- (v) Non-rostered work will be paid at the appropriate rate. That is: the normal rate – (e.g. Classification 1 or 2).
- (vi) A six day roster where appropriate.
- (vii) Penalty explanation reports are to be completed, approved and signed by the DDS.

The following roster variations are examples of what may apply:

- (a) 4 Day Week Roster – based on rosters which may equate to an average of 4 x 10 hours shifts or it may involve a 3 day week. However, shifts may vary between 7 and 12 hours and includes work started or performed at any time. It also applies to work performed on a Saturday.
- (b) 5 Day Week Roster – based on rosters, which may equate to an average of 5 x 7 hours shifts. However, shifts may vary between 7 and 12 hours and include work performed on a Saturday.

6.2 PAY RATES

Hourly pay rates are inclusive of all allowances. This includes, but is not limited to – meal allowance, hose allowance, tarmac allowance or trailer allowance etc. hours worked within the period of Monday to Saturday inclusive to be paid at the common hourly rate. Payments will be on a weekly basis.

Classification 1	-	1/6/03 \$24.00	1/7/03 \$24.50	1/1/04 \$25.00
Classification 2	-	\$22.50	\$23.00	\$23.50

Permanent Relief Drivers – Will be remunerated at the appropriate Vehicle Classification Common Hourly Rate, Monday to Saturday inclusive.



Subject to the parties reaching agreement at the time, a unit rate payment scheme (e.g. cents per km, cents per litre or combination of various elements) may be implemented during the life of this agreement. Any agreed scheme will be deemed to have been incorporated into this agreement and thereby override any otherwise inconsistent payment provision.

6.3 SUNDAYS

Sundays will not be worked unless prior agreement reached.

6.4 PUBLIC HOLIDAYS

7 hours at appropriate rate plus hours worked.

6.5 ANNUAL & SICK LEAVE

Annual Leave is defined as 140 hours per year – paid at the classification rate.

Sick Leave will be as per the Award at the classification rate.

7. MINOR MAINTENANCE & ADMINISTRATION

Drivers shall carry out minor maintenance and basic administrative functions associated with the safe operation of their vehicle.

A process of daily/weekly checks will be completed by the driver in accordance with the requirement of the location.

The drivers agree to maintain the Delivery Vehicles in a clean and tidy condition and to wash the Delivery Vehicles at least once a week at the Youngs Depot – in the designated wash down area. Youngs will provide the washing facilities.

A Youngs Checklist and Vehicle Records Booklet will be supplied with each Delivery Vehicle and the Drivers shall use the forms as a record of any deficiency with the vehicles.

Any maintenance shall only be carried out by personnel authorised by Youngs.

Drivers are responsible for reporting defects in the agreed manner to ensure that Delivery Vehicles are maintained in a roadworthy condition.

8. DISPUTE & GRIEVANCES PROCEDURE

(i) Subject to the Industrial Relations Act 1996, any dispute will be dealt with in the following manner:



- (a) In the event of an industrial dispute, the representative of the union on the job and the Transport Supervisor shall attempt to resolve the matters in issue in the first place.
 - (b) In the event of a failure to resolve the dispute at job level, the matter shall be subject to discussions between an organiser of the union and senior management.
 - (c) Should the dispute still remain unresolved, the Secretary of the union or his/her representative will confer with the General Manager or his/her representative or a representative of the appropriate employer organisation.
 - (d) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.
- (ii) All work shall continue normally while these negotiations are taking place.
- (iii) Individual Grievance:
- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at a higher level of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by an industrial organization of employees.



9. ANTI DISCRIMINATION.

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

10. SUPERANNUATION FUND

The employer will fulfil its Superannuation obligations and make appropriate contributions on behalf of its employees into a complying fund, including the TWU Superannuation Fund or the APADA Superannuation Plan.

Currently that contribution is 9% of ordinary time earnings.



11. SETTLEMENT TERMS

11.1 Terms of Agreement and No Extra Claims

Subject to endorsement by the Industrial Relations Commission of NSW, the terms and conditions of this Agreement shall remain in force until 31.12.04 as provided by Clause 2.3 herein.

Further, it is a term of this Agreement that the Union undertakes not to pursue any extra claims, awards or over awards, excepting where consistent with the National Wage Case Principles. For these purposes the Safety Net increases available under the current National Wage Case Decision and any future decision during the terms of this Agreement have been comprehended in the schedule of rates provided in Attachment 1. In this regard there shall be no double counting.

11.2 Operative Date

In this Agreement, classification and wages shall be implemented from the 1st of July 2003.

11.3 Future Negotiations

This Agreement shall be subject to future negotiations between the employees and Youngs.

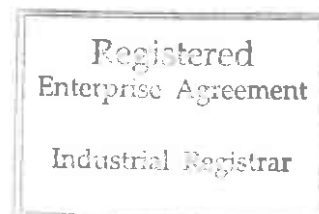
The provisions of this Agreement shall prevail over the prescribed terms and conditions of the Award.

In this regard the parties accept the potential for individual differences including varied classification and remuneration systems based on the principles provided in Clauses 5.1, 5.2 and 6.

Three months prior to the expiry of this Agreement the parties agree to begin negotiations for a subsequent agreement. Any of the provisions provided herein should be without prejudice to any subsequent terms of a new agreement. In this regard the parties reserve the right to re-negotiate all the terms and conditions provided for in this Agreement without prejudice to any potential outcome.

12. PAYROLL DEDUCTIONS

Youngs are prepared to make payroll deductions for the purpose of Union membership subscriptions if requested by an employee.



13. RETRAINING, TRAINING, EDUCATION AND INDUSTRIAL RIGHTS

In addition to any other entitlement of transport workers covered by this agreement the company shall make contributions of an amount of \$300.00 (minimum) per employee per annum for transport workers who are not members of the union covered by this agreement to the Transport Industry – Training, Education and Industrial Rights Council who may apply the money to:

- Retrain and assist in the job placement of retrenched transport workers;
- Train transport workers in vocational and professional skills, occupational health and safety and industrial rights; and
- Further industrial rights compliance in the transport industry.

14. DURESS

This Agreement was not entered into under duress by any party to it.

SIGNED for and on behalf of the
Transport Workers' Union of Australia
(NSW Branch)

WJ Ferro
.....
ACTING SECRETARY

Robert Owen
.....
Witness

SIGNED for and on behalf of
Youngs Fuel Supplies Pty. Limited

R Young
.....
R Young
Director

John Smith
.....
Witness

