

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/206

TITLE: HBL Chemtrans Enterprise Agreement for Sydney 2002

I.R.C. NO: IRC02/472

DATE APPROVED/COMMENCEMENT: 8 May 2002

TERM: 8 May 2003

NEW AGREEMENT OR VARIATION: Variation. Replaces EA97/20

GAZETTAL REFERENCE: 12 July 2002

DATE TERMINATED:

NUMBER OF PAGES: 37

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to the drivers (employees) of HBL Chemtrans Pty Ltd ordinarily based within the Sydney metropolitan area, including proposed locations at Padstow and Botany.

PARTIES: HBL Chemtrans Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch

SYDNEY ENTERPRISE AGREEMENT

2002

***Between HBL Chemtran Pty Limited
and the Transport Workers Union
on behalf of the Sydney based
Drivers of HBL Chemtrans***

Registered
Enterprise Agreement
Industrial Registrar

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1. SCOPE, TITLE AND FORMAL MATTERS

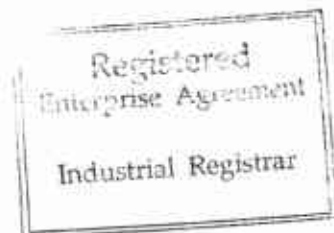
- (a) The title of this Agreement is the HBL Chemtrans Enterprise Agreement for the Sydney 2002.
- (b) This Agreement should be read in conjunction with the Transport Industry (State) Award 2000 (the Award). Where any inconsistency exists between this Agreement and the Award then this Agreement shall prevail. Where this Agreement is silent then the Award shall apply.
- (c) The Parties to this Agreement are:

The Transport Workers' Union (the Union) and HBL Chemtrans Pty Ltd (the Company).
- (d) This Agreement applies to the Company and the Drivers (the Employees) of HBL Chemtrans Pty Ltd ordinarily based within the Sydney metropolitan area, including proposed locations at Padstow and Botany.
- (e) This Agreement shall operate to the exclusion of and shall supersede all prior Awards with the exception of arrangements provided in sub-clause [b], determinations, orders and agreements and all customs and practices of a port or industry nature, but no right, obligation or liability accrued or incurred under any such provision prior to the commencement of this Agreement shall be affected.
- (f) This Agreement shall be submitted to the New South Wales Industrial Relations Commission (the Commission) for certification in accordance with the Industrial Relations Act 1996.
- (g) This Agreement shall take effect on and from the date on which it is certified by the Commission and shall expire twelve months after the date of certification.
- (h) The Parties agree to discuss and attempt to resolve as early as practicable any ambiguity or uncertainty in the operation of this Agreement which was not reasonably foreseeable at the time of making the Agreement. In the event that the ambiguity or uncertainty is unable to be resolved by discussion, either party may apply to the Commission for a variation to the Agreement for the purpose of removing that ambiguity or uncertainty in accordance with s.43 of the Industrial Relations Act, 1996.



2. **PURPOSE OF AGREEMENT**

- (a) This Agreement establishes a positive direction for the future.
- (b) The objectives of this Agreement are to:
- Contribute to the long-term improvement in the Company's performance in terms of:
 - financial viability
 - the highest standards of customer service
 - safety and quality
 - process improvement
 - employment conditions
 - complying with the Company's EEO Policy (refer Attachment 2)
 - Provide an environment that better meets the needs of employees including:
 - greater predicability of working arrangements
 - continuity of employment
 - Establish an environment where there will be better understanding between the Parties with regard to:
 - the Company's strategic direction
 - customer needs and expectations
 - development and implementation of best practice



3. PRINCIPLES

The Parties are committed to the following principles as a means of achieving objectives under this Agreement:

(a) Consultation

Consultation is an essential factor in establishing and maintaining productive management-employee-union relationships.

Recognising that management has the principal responsibility to initiate business changes, organisational changes and continual improvement, consultation in future will be as follows:

- (i) The Union will be consulted on proposed changes at the formative stage. At this stage, proposals can be altered as a consequence of relevant input.
- (ii) Employee views will always be considered objectively.
- (iii) Having considered input from all sources, management accepts the responsibility for making final decisions. Management accepts the consequences of its decisions.
- (iv) The Parties agree that consultation, in the first instance, will occur through the Depot Consultative Committee comprising management, the Union and an employee representative to focus on, but not be limited to :
 - Effectiveness of this depot Enterprise Agreement
 - Customer Service Initiatives
 - Depot operation reforms and productivity improvements
 - Safety and environmental management and compliance
 - Adoption of best practice
 - Cultural change
 - Development of team-based work
 - Dissemination of knowledge, experience, and skills
 - Development of training initiatives
 - Cost minimisation and removal of waste.

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(b) Customer Focus and Continual Improvement

- (i) The Parties agree to confer on a program to raise customer focus amongst employees and customers. The Depot Consultative Committee will initially consider this matter and make appropriate recommendations including their pro-active involvement in the program.

(ii) The Parties agree the working arrangements will endeavour to meet customer service requirements and operational considerations. Work practices, which are inconsistent with this objective, will be jointly identified and referred to the Depot Consultative Committee. This does not preclude the right of any party to seek resolution of the matter pursuant to Clause 4 of this Agreement.

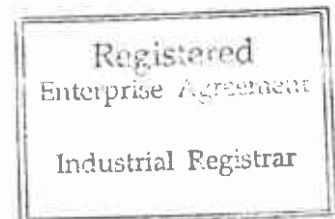
(iii) Information Sharing

The Parties agree to work together to develop and maintain a two-way flow of information and to share the following information:

- The Company's strategic direction, key objectives, and the role of each employee in achieving the objectives set out in this Agreement.
- The Company's relative strengths and weaknesses in terms of comparison with Company's competitors, and best practice.
- Customers, their needs and expectations, and the extent to which they are being satisfied.
- Key performance measures and current performance against them.

(iv) Customer Surveys

The Depot Consultative Committee shall participate in the development of survey methodology, process and survey results.

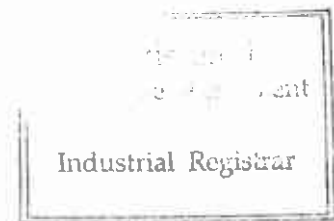


4. **DISPUTE RESOLUTION**

Clause 24 of the Award to apply subject to the following: -

- (a) It is a fundamental requirement of this Agreement and accepted by the Parties, that all parties will adhere to the dispute resolution procedure set out in this Clause.

- (d) In particular, the Union and Employees undertake as part of this Agreement, to ensure that work will continue pending resolution or determination of any matter in dispute in accordance with the above procedures.



5. PERFORMANCE INDICATORS

The Parties agree to establish performance indicators, measures of performance against them, and introduce initiatives to bring about improvements. The indicators to be considered will include: -

- Service
- Financial Performance
- Productivity
- Efficiency and waste removal
- Work Organisation
- Safety

The Parties will, when considering the performance indicators in the depot, link the Performance Appraisal System to those indicators and remuneration (excluding safety). The details of remuneration, methodology and benchmarks will be agreed between the Parties. However, all performance indicators must be: -

- Identifiable
- Benchmarked
- Able to be influenced by employees
- Based upon objective transparent criteria
- Reviewed



6. **PERFORMANCE APPRAISAL**

Having regard to Clause 5 the Parties are committed to annual written performance appraisals being introduced for all Employees during the term of this Agreement on an agreed basis.

A suitable performance framework will include the provision for: -

- Face to face discussion of performance appraisal between the appraiser and the employee
- Provision for the employee to comment in writing on the performance appraisal report
- Each employee to be provided with a copy of the performance appraisal report
- Implementation of a review process whereby performance appraisals are reviewed by the appraiser's superior
- Provision for involvement of a Union representative to discuss an employee's appraisal at the employee's discretion
- A suitable appeal mechanism



7. SAFETY

(a) The Parties agree to the following:-

- Review the Company Safety System relating to Sydney depots.
- All employees, new, permanent and casuals, to complete an accredited safety induction
- Continued participation in the O H & S Committee
- Implementation of regular safety audits with published results
- To maintain the highest standards of safety
- Regular published recording of safety performance.

The Parties agree to commence immediate implementation of these arrangements.

(b) Industrial and Protective Clothing/Safety Equipment

All employees, when at work, are required to wear safety clothing, footwear and equipment as provided by the Company, including long sleeved shirts and long trousers whenever there is a requirement to do so in accordance with Part B Clause 2 of the HBL Drivers Manual. In addition long sleeved shirts and long trousers are also to be worn whenever there is exposure to direct sunlight.

Five sets of work clothing will be issued initially. Damaged clothing will be replaced on a new for old basis. A set of work clothing consists of: -

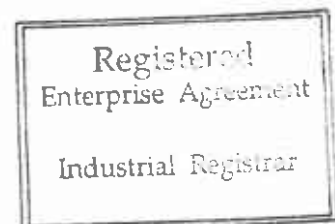
- (i) one shirt
- (ii) one pair trousers, shorts can be substituted for long trousers on the condition that the driver also has overalls in his/her possession (the overalls counting as a pair of long pants)

One jacket, a pair of safety boots, a hard hat, a pair of safety glasses and safety gloves will also be issued and replaced on a new for old basis. Where an employee has been provided a uniform, he/she shall wear it whenever on duty. Damaged items will be replaced.

In addition the following Personal Protective Equipment (PPE) shall be issued to Drivers: -

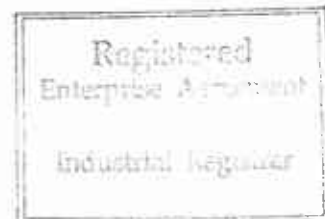
- Safety Goggles incorporating a Face Shield
- Canister Face Mask
- PVC Wet Weather Coat and Trousers
- Escape Breathing Apparatus
- Flame Proof Torch
- Safety Vest
- Safety Bag

Damaged or worn PPE items will be replaced.



Where PPE has been issued and there is a requirement to wear and use such equipment, an employee, who fails to wear PPE, may be issued with a final warning of termination of employment in the first instance. A subsequent failure to wear and use PPE may result in termination of employment.

The Company shall be obliged to replace any of the above items if the employee satisfies the Company that the article concerned has been destroyed or rendered unusable without the fault and/or neglect of the employee in the course of carrying out their duties; or that the item concerned was damaged and/or stolen without the fault and/or neglect of the employee or that the employee has outgrown the article concerned and that it is unsuitable for proper use by him/her.



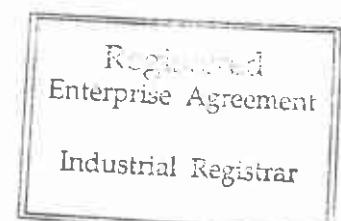
8. REMUNERATION

(a) Wages & Allowances

- (i) Payment of wages and allowances set out in Attachment "A" shall take effect from the date of lodgment of the Agreement with the NSW Industrial Commission for certification and be paid from the first full pay period on or after the certification of this Agreement .
- (ii) Should the Award move during the term of this Agreement, the wage rates and allowances set out in Attachment "A" will be adjusted to maintain them at a minimum 5% above the Award rates.
- (iii) The amounts (payable to an employee pursuant to this Clause) shall constitute the whole of an employee's remuneration to take account of all aspects and conditions of employment unless otherwise expressly provided for in this Agreement.
- (iv) Wages for the respective grades are set out in Attachment "A".
- (v) Dangerous Goods Allowance & Revalidation
Bulk Dangerous Goods shall be defined in accordance with the Australian Code for the Transport of Dangerous Goods.

For the purposes of this Agreement, a reference to Dangerous Goods shall be in lieu of Clause 2.15 'Obnoxious Materials' of the Award.
- (vi) Revalidation Dangerous Goods Training, Dangerous Goods Re-licensing and Training Drivers
Employees attending driver training, including re-validation of Dangerous Goods licenses, shall be paid at appropriate rates.
- (vii) Travelling and Living Away Allowance
Where a Driver is engaged on work in which it is not practical to return home at night, he/she shall be paid an allowance of \$30 per night.
- (viii) Training Allowance
Where an employee is engaged in providing vehicle operation, site and/or product training to another driver, he/she shall be paid an allowance of \$5 for each day training is provided.
- (ix) An employee shall not be entitled to receive any other allowances other than those specified in this Agreement. Where new types of work are undertaken by the Company, then the Parties will consult in accordance with Clause 3(a).

- (b) Wages agreed in this Agreement will take account of any wage or salary increase which might otherwise be available as a result of any State Wage Case decision or other general wage adjustments applying as a result of a decision of a Full Bench of the Commission.



- (c) A casual employee will be paid wages in accordance with Schedule A plus 15 percent as well as an additional 1/12th for ordinary hours only.
- (d) Wages are paid weekly by electronic transfer on time to a nominated bank, credit union or building society account. A payment advice detailing amounts due and leave entitlements shall be provided to the employee.
- (e) No Extra Claims

Subject to Clause 8(a)(ix) the Union and the Employees undertake not to pursue, during the term of this Agreement, any extra claim, in relation to award or over-award payments.

- (f) Lump Sum Payment

Upon certification of this Agreement, the drivers set out in Attachment "F" shall be paid an ex gratia payment of \$3,000. The current work practice of 'Agreed Hours' as set out in Clause 7.4 of the Enterprise Bargaining Agreement dated 5 September 1996 will cease upon commencement of the roster period (i.e. mid night Sunday) following lodgment of the Agreement with the Commission.



9. SHIFT TIMES & ALLOWANCES

"Shift Work" shall mean work extending for at least four (4) weeks and performed in either daily recurrent periods or in regular rotating periods within the limits defined in Clause 4 of the Award.

For ordinary hours of shift work, shift workers shall be paid the following extra percentages of the rates prescribed for their respective classifications: -

Early Morning Shift	On or after 3.00am and before 5.59am	12.5%
	Commences after 6.00am and at or before 9.59am	0.0%
Afternoon Shift	Commences after 10.00am and at or before 6.59 pm	17.5%
Night Shift	Commences after 7pm and before 2.59am	30%

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10. ANNUAL LEAVE

Annual Leave will be scheduled to ensure that there are adequate numbers of drivers available to service customers' requirements and avoid an over concentration of drivers taking leave at any one time.

To assist programming of annual leave, an employee shall nominate his/her preferred dates for taking annual leave by 30 June each year for the following twelve months. Management shall notify employees of its decision in relation to leave arrangements no later than 30 September each year. This requirement may be waived by management where there are special and/or urgent circumstances.

Where an employee(s) applies to take leave during a period and management considers that customers' requirements may be jeopardised if he/she takes annual leave during the nominated period, an employee shall be requested to supply an alternative date(s). Notwithstanding the above, Management will endeavour to ensure that all employees have an equal opportunity to access peak holiday periods such as Christmas.

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11. FLEXIBLE STARTING TIMES

An employee shall work as directed and make himself/herself available for flexible starting times provided that he/she has been notified of the starting time prior to or on completion of duty on the working day preceding the next scheduled work period and subject to taking a break in accordance with Clauses 3, 35 and 36 of the Award.

Where an employee commences earlier than his/her nominated start time, he/she shall be entitled to be paid at applicable overtime rates.

Under this clause, 'flexible start times' means that an employee's start time may be altered up to two (2) hours before his/her nominated start time.

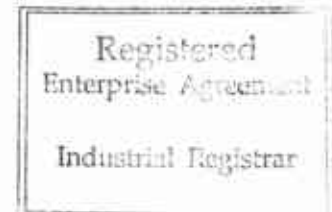


12. INTERSTATE WORK

When working on Interstate work an employee 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



For the purposes of loading and/or unloading an amount calculated by multiplying the hourly rate set in this agreement by the actual number of hours taken to load and/or unload shall be paid. The employee shall request an appropriate person to sign a demurrage form substantiating the time taken to load and/or unload where it has taken in excess of one (1) hour to load and/or unload.

Where a delay occurs in commencement of loading and/or unloading greater than one hour, an employee shall be paid the time in excess of one hour shall be paid at the appropriate rate. The employee shall request an appropriate person to sign a demurrage form substantiating the period of the delay at the loading and/or unloading site. Where an employee has been delayed more than two (2) hours in commencing loading and/or unloading, he/she shall notify his/her Supervisor as soon as practical that a delay has occurred.

Where an employee performs work on a public holiday 7.6 hours pay at ordinary time will be paid in addition to the kilometre rate except for Xmas Day and Good Friday where sixteen (15.2) hours will be paid.

Where an employee may be required to be away from home for a second night, the company will approve and pay for the employee to stay in a conveniently located and appropriate motel.

For every day of eight (8) hours or more worked, an employee covered by this clause shall accrue 24 minutes towards a rostered day off.

Superannuation shall be paid at the nominated superannuation rate for 7.6 hours per ordinary work period.

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13. **BASE OPERATIONS**

Each employee is required to carry out Pre-Trip or Daily Inspections before starting his/her journeys for the day.

An employee shall complete the 'Driver's Work Sheet' throughout the working period recording entries as events occur.



14. SELF LOADING / UNLOADING

Employees shall self load and self unload vehicles at customers' sites provided appropriate training has been given in use of customers' equipment. Drivers shall only be responsible for the operation of the customer's equipment which is directly related to the loading and unloading of product being delivered to customers' sites.



15. DRIVING OF TRUCKS

Management and staff may drive company trucks and equipment to demonstrate work practices or in the case of safety and/or emergency situations.

Service personnel including contractors/sub-contractors may drive vehicles for the purposes of road testing and servicing vehicles.



16. HBL DRIVERS' HANDBOOK

Drivers are accountable for proper conduct of their duties as outlined in the HBL Drivers' Handbook.

The Parties agree to review the HBL Drivers' Handbook and, where appropriate, make recommendations to HBL's Safety Risk Department.



17. RECRUITMENT

- (a) Prior to appointment, successful applicants for permanent employment will undergo a medical examination including hearing assessment. Such medical examinations shall be provided by the Company's medical adviser. Medical examinations will thereafter be provided on a three yearly basis and where practicable be undertaken in conjunction with revalidation medical examinations.
- (b) Casual employees will also undertake the same medical examination by the Company's medical adviser prior to initial engagement. Thereafter a three yearly medical examination will apply.
- (c) Where the Company needs to recruit new, permanent or casual drivers, it shall:
- Advertise the position.
 - Screen and interview applicants.
 - Check references and medical fitness for the position
 - Be solely responsible for the selection of the employee.
 - Select employees on the basis of merit in accordance with the job description.

Each successful applicant will be subject to a 3 month probation as a casual. Should the Company consider the performance of the new individual is not satisfactory, the appointment shall not be confirmed and new applicants considered. Where an appointment is not confirmed there shall be no entitlement to severance payment.



18. LOG BOOKS

Where there is a legislative requirement for a driver to complete a notation in his/her log book, the driver shall provide a copy of that record to his/her supervisor as soon as practical after completion of a journey but no later than twenty four (24) hours after completion of the journey.

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19. MEAL BREAKS

The Parties agree that the nature of the Company's operations are such that adequate notice of overtime is provided and meal allowances are not payable.

The provisions of Clause 8 of the Award are applicable excepting references to the payment of meal allowances.



20. ANTI-DISCRIMINATION

- (1) It is the intention of the parties to this agreement to seek to achieve the object 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.

Paragraph 2 only applies where the agreement contains a dispute resolution procedure:

- (2) 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.
- (3) 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.
- (4) 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*; a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) 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.

NOTES

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

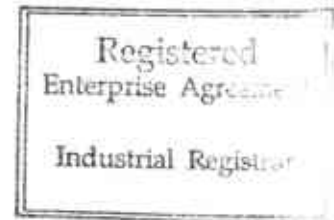
Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."



22. **RECORDS**

The Company shall keep a record containing the particulars of the starting and finishing time of the work performed by each employee on the day the amount of wages and all allowances or other payments payable to each employee.



23. MONITORING VEHICLES

Given the Company's legal responsibility to monitor employees' driving performances, an employee shall operate monitoring equipment, including logging on and logging off, as directed by management.

During the term of this agreement the Parties agree to hold discussions with the view to employees' participation in jointly reviewing reports generated by the monitoring equipment.



24. ROSTERED DAYS OFF

All employees covered by this Agreement are entitled to a Rostered Day off. The Rostered Day Off (RDO) system will operate as follows.

Employees put 0.4 of an hour to their RDO account for every standard eight hour shift. This will then accrue so that the employee can take a day off when their accrued entitlement permits. No accrual is made on days of non attendance at work. Employees are permitted to accrue their leave with no restrictions and this leave can be cashed in on top of annual leave or at other times as permitted.

If the RDO is cashed in, the employee must sign a release form and the leave will be added to the pay of that week and taxed along with the week's pay. The taking of RDOs can be agreed between the employee and management but 48 hours notice is normally required.



25. **AUTHORISED MEETINGS**

During any one calendar year Employees will be paid not more than one hour's pay per meeting to attend not more than two on-site meetings called by the Union or its Delegates. This hour shall be paid at overtime rates, if an employee is on overtime at the time the meeting is held. These meetings will be scheduled so as to ensure minimal disruption to company business.

During the three month's prior to expiration of the Agreement, Employees will be paid not more than a total of three (3) hours pay during not more than four (4) site meetings to attend on-site meetings called by the Union or its Delegates to discuss re-negotiation of an enterprise bargaining agreement . This hour shall be paid at overtime rates, if an employee is on overtime at the time the meeting is held. These meetings will be scheduled so as to ensure minimal disruption to company business.



26. **CUSTOMER SERVICES**

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.



27. MISCELLANEOUS

For the purposes of clarification, provisions as set out in the award shall apply as follows:

- Clause 2.16 - First Aid
- Clause 5 - Overtime
- Clause 6 - Saturday and Sunday work
- Clause 7 - Travelling and living away allowance
- Clause 16 - Rostered days off
- Clause 17 - Annual leave
- Clause 18 - Long service leave
- Clause 19 - Sick leave
- Clause 20 - Personal / Carer's leave
- Clause 21 - Bereavement leave
- Clause 22 - Parental leave
- Clause 23 - Public holiday
- Clause 28 - Union picnic day
- Clause 30 - Mixed function
- Clause 34 - Jury service
- Clause 37 - Recall
- Clause 38 - Absences from duty



28. RENEGOTIATION OF THE AGREEMENT

Fundamental to this Agreement is commitment to continued improvement in business performance. Consistent with this objective the Parties will commence discussions for a further Agreement not later than three(3) months prior to expiration of the Agreement.

SIGNED FOR THE COMPANY: _____

WITNESS:

DATE:

SIGNED FOR THE UNION: _____

WITNESS:

DATE:



RATES OF PAY

Weekly Rates:
(38 hour week)

Effective at
date of
Agreement

Transport worker	Grade 1	\$532.90
	Grade 2	\$551.53
	Grade 3	\$564.49
	Grade 4	\$575.62
	Grade 5	\$604.59
	Grade 6	\$611.86
	Grade 7	\$634.02
	Grade 8	\$676.08



Interstate Distance

Date of commencement on Interstate Work
Effective at Date of Agreement

Grade 7 and below	26.99 cpk
Grade 8	29.11 cpk

Allowances

Effective at
date of this
Agreement

Dangerous Goods per week	\$54.10
Sideloader per week	\$27.04

EEO & AFFIRMATIVE ACTION

HBL's objective is to ensure that all employees are provided with equal and fair opportunities in terms of employment, promotion, transfer, training and conditions of service during the course of their employment with HBL, regardless of sex, race, marital status, religious or political beliefs

The company will recognize and encourage employees on the basis of abilities, aptitude, qualifications and skills, by implementing and monitoring effective personnel policies and practices.

Specific policies adapted by HBL are as follows:

- An affirmative action program for women based upon selection of the most suitable applicant male or female, for the position consistent with the objectives of the affirmative action programs.
- The appointment of joint Affirmative Action/ Equal Opportunity Co-ordinators - Neville Hoskin and Jennifer Kreuter.
- All personnel policies and practices will ensure equal and fair application to all employees, specifically considering their impact on women.
- All recruitment advertising procedures to ensure equal opportunity.
- The encouragement of staff who feel they have been disadvantaged to take up appropriate training programs to overcome perceived disadvantages.

The company will take measures to identify and overcome any tendency to discrimination in the future, in line with the Affirmative Action Act 1986 as well as State and Federal Laws covering Discrimination, Racial and Sex Discrimination Acts.



HEALTH AND SAFETY POLICY

Heggies Bulkhaul Ltd is committed to providing a safe and healthy work environment for all employees and contractors whilst maintaining an efficient and productive operation.

Company's Responsibility

The company and management will provide working conditions and equipment conducive to the safety and health of the work force which comply with all applicable laws, regulations and standards. Management will continuously review its programme of safety and training of its employee's to meet its responsibility.

Employees Responsibility

All employees have a responsibility for their own occupational, health and safety and that of others in the workplace.

Contractors Responsibility

The Company requires contractors to demonstrate the same health, safety and environmental standards as Heggies Bulkhaul Ltd.. Management will continuously review the health and safety performance of contractors.

The company is totally committed to this policy and to strategies and procedures necessary to achieve continuous improvement in the management of occupational, health and safety. The co-operation and active involvement of the workforce and each individual is essential to its success.

ATTACHMENT 4

Clayton Arnold

Leigh Boland

Dave Buchanan

James Campbell

Kevin Dawes

Jack McGarrity

Robert Monk

Graeme Perriotte

Des Potts

Ian Rhook

