

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/97**

**TITLE: A J Mills & Sons Pty Ltd Seasonal Cane Transport & Bagasse Driver  
Employees Enterprise Agreement**

**I.R.C. NO: 99/992**

**DATE APPROVED/COMMENCEMENT: Approved and commenced 16 March 1999**

**TERM:**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED: 31 January 2001**

**NUMBER OF PAGES: 12**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to all seasonal cane transport and bagasse drivers at Harwood,  
Condong and Broadwater**

**PARTIES: A J Mills & Sons Pty Ltd t/as Mills Transport -&- Transport Workers' Union of  
Australia, New South Wales Branch**



**A.J. MILLS & SONS PTY LTD**



**SEASONAL CANE TRANSPORT &  
BAGASSE DRIVER EMPLOYEES  
ENTERPISE AGREEMENT**

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**1. TITLE**

This Agreement shall be known as the **A J MILLS & SONS PTY LTD SEASONAL CANE TRANSPORT AND BAGASSE DRIVER EMPLOYEES ENTERPRISE AGREEMENT.**

**2. PARTIES BOUND**

The Parties to this Agreement are:

- (a) Transport Workers Union of Australia, New South Wales Branch
- (b) A J Mills & Sons Pty Ltd

**3. APPLICATION**

This Agreement shall apply to all Seasonal Cane Transport and Bagasse Drivers at Harwood, Condong and Broadwater.

**4. INCIDENCE AND DURATION**

This Agreement shall expire on 31 January 2001.

This Agreement shall partially regulate the terms and conditions of employment provided for in the Transport Industry State Award. This Agreement shall prevail to the extent of any inconsistency with the Transport Industry State Award.

**5. INCREASE TO RATES OF PAY**

The employer agrees to pay 10% above the current award rates in accordance with the following schedule:

- 5% From the first full pay period after the date of approval by the Industrial Relations Commission of NSW
- 2.5% 1 June 1999
- 2.5% 1 June 2000

The new rates of pay are set out in Appendix 1 of the Agreement.



**6. NO EXTRA CLAIMS**

The Parties to the Agreement will not make claims for improvements in wages and conditions except where consistent with the process identified in the Agreement.

Any award adjustments in accordance with future National or State Wage Decisions or otherwise during the life of the Agreement will be absorbed into any increases paid or allowable under this Agreement.

## **7. PAYMENT OF WAGES**

Wages may be paid weekly via electronic funds transfer to an account in a financial institution agreed with the employee.

## **8. DRIVING TEAMS**

Driving teams shall comprise no more than three (3) drivers per team. Each driving team shall be allocated a 24-hour shift and a total of 168 hours per week is worked. 2 x 24-hour breaks must be taken in a 14-day cycle. Driving teams shall be selected from a management-approved list.

## **9. HOURS OF WORK**

- (a) The maximum ordinary hours of employment shall not exceed thirty-eight (38) hours per week, if averaged over a 52-week period, eight (8) hours per day.
- (b) Hours worked between 12 midnight Sunday and 12 midnight Friday shall be paid at the rates shown in Appendix 1, Column 4.
- (c) Hours worked from 12 midnight Friday and 12 midnight Sunday shall be paid at the rates shown in Appendix 1, Column 5.

## **10. MEAL BREAKS**

Meal breaks can be taken at any time but shall not be taken en route. Breaks to be taken prior to next trip being issued once permission is received from weighbridge. Crib facilities shall be provided on site.

## **11. SHIFT LENGTHS**

The length of any shift may be changed by agreement between the drivers comprising the "Driving Team". No driver will be allowed to work more than twelve (12) hours in any one-(1) shift or 72 hours in any seven (7) days.

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## **12. SHIFT CHANGEOVER**

Shift change over times may be spread over a three (3) hour period. These provisions are restricted to no more than three (3) drivers starting at any one time. Normal change times to be on the hour or half-hour.

The trip selection program will be on the following basis:

- (a) If the selected trip returns the driver ten (10) minutes before the nominated shift change, the trip will be issued and the driver will complete the trip.
- (b) Or, if the selected trip returns the driver up to ten (10) minutes after the nominated shift change time, the trip will be issued and the driver will complete the trip.
- (c) The first selection will be (a) above followed by (b) selection.
- (d) If either of the above can not be satisfied the next available trip will be selected on the assumption that shift change has occurred. If the drivers have not changed the driver is to advise the weighbridge of this fact and the truck will be parked until change over has occurred.

## **13. SHIFT ALLOWANCES**

Shift allowances are included in the new base rate set out in Appendix 1, Column 3.

## **14. NOTICE TO WEIGHBRIDGE CLERK**

It shall be the responsibility of each driver to ensure that weighbridge clerks are notified of the shift change time two (2) hours prior to shift change.

## **15. ROSTERED DAYS OFF**

It has been agreed between management and the employees that rostered days off shall be taken in consultation with management in order to maintain the continuous running of the Sugar Mill. Rostered days off may also be taken in advance if the employee so chooses. RDO'S taken in advance up to one day for each month of the sugar season remaining before the end of the season.

On termination of employment, any outstanding/overdrawn days shall be adjusted.



## **16. BANKING OF EXCESS HOURS**

At the beginning of each season drivers may nominate that a percentage of hours above thirty-eight (38) per week be banked to the RDO accrual account to be paid out at the driver's discretion.

## **17. PUBLIC HOLIDAYS**

Drivers rostered to work on any of the following Public Holidays, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, and any other days which are proclaimed as holidays for the State, shall be paid the rate set out in Appendix 1, Column 4, at the rate of time and one half for all hours worked plus a day's pay (based on 7.6 hours at the hourly rate set out in Appendix 1, Column 2).

## **18. FLEXIBILITY OF WORKFORCE**

When productive work is not available because of wet weather, Mill breakdown or Mill maintenance employees will take R.D.O's , R.D.O.'s in advance, annual leave in advance or attend the workplace to carry out duties as instructed by management.

## **19. TERMS OF ENGAGEMENT**

- (a) Management reserves the right to employ people on ability or for other reasons so deemed by management.
- (b) Engagement will be by the week except for casual hire drivers who will be engaged by the hour.

## **20. PROBATIONARY PERIOD**

All new employees are subject to a three month probationary period during which time they can be transferred back to former positions or terminated at the discretion of management. Continuing employment is subject to the satisfactory completion of the probationary period.

## **21. CASUALS**

Casual hire drivers may be engaged by the hour and shall be paid a minimum of four (4) hours for each period of engagement.

## **22. TERMINATION OF EMPLOYMENT**

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- (b) No employee shall be terminated except for acts of wilful misconduct, malingering, pilfering, inefficiency, lagging or neglect of duty, without counselling and provided warnings have been issued on two (2) previous occasions.
- (c) Seniority of employment, ability to do the job, and any other reason determined by management and the union will be considered if work declines and there is a need for reductions in the workforce.

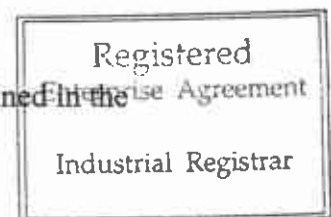
### 23. RE-EMPLOYMENT OF SEASONAL DRIVERS

Preference shall be given to the re-employment of seasonal drivers over new applicants provided the following conditions are met:

- (a) At the end of each season, drivers will sign a drivers' book to indicate their intention to work the following season.
- (b) By the end of the third week in April, drivers must have re-confirmed such an intention.
- (c) Drivers must attend the pre-season information meeting.
- (d) Drivers who are not being re-employed for next season because of unsatisfactory performance shall be advised at end of season of this situation.

### 24. MEDICAL CHECKS

All drivers are to undergo a Medical and Health Assessment as defined in the Company's Health and Medical Policy.



### 25. SICK LEAVE

All weekly employees shall be entitled to sick leave as per Clause 19 of the Transport Industry Interim (State) award except for the following:

- (a) A statutory declaration shall be required for all single day absences. Periods of sick leave extending beyond one (1) day shall require the production of a doctor's certificate.
- (b) An employee may accumulate an entitlement to untaken sick leave from on sugar cane crushing season to the next on the basis of a maximum of .833 accumulated hours per week worked in the first season of employment and 1.33 accumulated hours per week worked for each subsequent season of employment.



- (c) An employee may accumulate an entitlement to untaken sick leave in accordance with sub-clause (b) where he is available for employment by the employer to commence work from the beginning of sugar cane crushing operations at the mill or mills and does commence work at that time or at such later time as is approved by the employer and continues in his employment until the end of sugar cane crushing operations at the said mills or mills or until such earlier time or times as is approved by the employer.
- (d) If an employee is not employed for a season in accordance with sub-clause (c), his entitlement for all untaken sick leave so far accumulated shall be lost.

## 26. PARENTAL LEAVE

Maternity, Paternity and Adoption leave shall be granted in accordance with the provisions of Chapter 2, Part 4, Division 1 of the Industrial Relations Act 1996.

## 27. BEREAVMENT LEAVE

On the occasion of the death within Australia of a weekly hire employee's father, mother, husband, wife (including de facto husband or wife), brother, sister, son, daughter, step-child or parent-in-law, and on the production of evidence satisfactory to the employer, the employee will receive a maximum of two (2) days leave on full pay.

## 28. JURY SERVICE

When required to attend for jury service, the employee shall be granted leave of absence and shall be paid by the employer an amount equal to the difference between the amount received from the court for jury service and the ordinary time rate the employee would have been paid had the employee worked, on production of satisfactory evidence of attendance and monies received.

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## 29. DISPUTES PROCEDURE

Subject to the Industrial Relations Act 1996, any dispute shall be dealt with in the following manner:

- (a) In the event of an industrial dispute, the representative of the union of the job and the Transport Supervisor shall attempt to resolve the matters in issue in the first place.
- (b) In the event of failure to resolve the dispute at job level the matter shall be subject of discussions between an organizer of the union and the Transport Manager.

- (c) Should the dispute still remain unsolved the Secretary of the Union or his representative will confer with senior management.
- (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.
- (e) All work shall continue normally while these negotiations are taking place.

### 30. INDIVIDUAL GRIEVANCE PROCEDURE

It is the intention of this clause to implement procedures to resolve individual employee grievances promptly by conciliation and consensus between both the employer and the employee without work restrictions, bans or stoppages occurring.

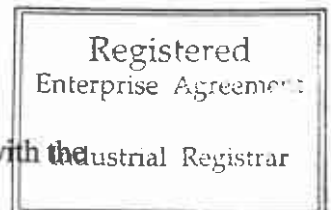
The following procedures are to be adopted in the resolution of individual employee grievances:

- (a) An employee having a grievance is to notify ( in writing or otherwise) his immediate supervisor and the supervisor shall attempt to resolve the grievance in the first place within twenty four (24) hours.
- (b) In the event the grievance cannot be resolved at this level the supervisor shall refer the grievance to more senior management for resolution within a further twenty-four (24) hours.
- (c) Senior management on becoming aware of the grievance shall meet with the employee and genuinely attempt to resolve the grievance within a further twenty-four (24) hours.
- (d) At the conclusion of these discussions the employer shall provide the employee with a response to the grievance, provided the grievance has not been resolved, including reasons for not implementing any proposed remedy.
- (e) Should the grievance still remain unsolved the employee and senior management may agree to the involvement of an agreed third party or parties to hear and attempt to resolve the grievance.
- (f) Whilst the above procedures are being followed normal work shall continue at the direction of the employer.

### 31. TECHNOLOGICAL CHANGE

It is agreed provision of this agreement that all drivers shall co-operate with the introduction of:

- (a) GPS Scheduling
- (b) Automatic Weighing



- (c) Automation of Trip Selection
- (d) Other Technological Changes
- (e) Management shall involve yard delegates in discussions regarding the introduction of technological change. All yard delegates involved in these discussions shall co-operate with the introduction of such change.

### 32. HANDBOOKS

All drivers engaged by the company shall agree to comply with all the requirements of the company work manual entitled "**Multilift Operator Handbook**" and the "**Team 2000 Drivers Handbook**".

### 33. BIN PLACEMENT

If bins have been placed incorrectly on the pad the driver who discovers the problem is to report the matter to the weighbridge and request time be made available to correct the pad layout.

The delinquent bin numbers and the offending drivers are to be identified. The names of the offending drivers are to be recorded in a journal. Repeat offenders will be assessed as to the driver's ability to carry out the job in a satisfactory matter.

### 34. DELAYS EN ROUTE

Drivers who are delayed en-route for whatever reason and cannot achieve the scheduled E.T.A. are to advise the weighbridge of the revised E.T.A. The E.T.A. is the arrival time where the weighbridge clerk is based.

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Signed for and on behalf of **A.J. MILLS AND SONS PTY LTD**

*R. V. Mills*  
Signature

8-2-99  
Date

R. V. MILLS  
Print Name

Signed for and on behalf of **TRANSPORT WORKERS UNION, NEW SOUTH WALES BRANCH**

*Anthony Jellison*  
Signature

29-1-99  
Date

Anthony Jellison  
Print Name



**APPENDIX 1**

**RATES OF PAY**

Grade	COLUMN 1		COLUMN 2		COLUMN 3		COLUMN 4		COLUMN 5				
	Award Rate \$		Award Rate + % Increase \$		Rate of Pay (inc. Shift Allowances) \$		Hourly Rate of Pay \$		Weekend Rate Per Hour \$				
		+5 %	+7.5 % 1/6/99	+10 % 1/6/00	Date of Approv.	1/6/99	1/6/00	Date of Approv.	1/6/99	1/6/00	Date of Approv.	1/6/99	1/6/00
1	446.70	469.04	480.20	491.37	543.30	556.23	569.17	14.30	14.64	14.98	24.17	27.75	25.32
2	462.30	485.42	496.97	508.53	562.27	575.65	589.05	14.80	15.15	15.50	25.02	25.61	26.21
3	473.10	496.76	508.58	520.41	575.40	589.10	602.80	15.14	15.50	15.86	25.60	26.21	26.82
4	482.50	506.63	518.69	530.75	586.84	600.81	614.79	15.44	15.81	16.17	26.11	26.73	27.35
5	506.80	532.14	544.81	557.48	616.40	631.07	645.75	16.22	16.61	16.99	27.42	28.08	28.73
6	512.90	538.55	551.37	564.19	623.81	638.67	653.52	16.42	16.81	17.20	27.75	28.41	29.08
7	531.40	557.97	571.26	584.54	646.32	661.70	677.09	17.01	17.41	17.82	28.76	29.44	30.12
8	569.10	597.56	611.78	626.01	692.17	708.65	725.13	18.21	18.65	19.08	30.80	31.53	32.26

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