

# ENTERPRISE AGREEMENT

NO: E.A. 186 /1996

DATE REGISTERED: 28-6-96

PRICE: \$ 32-00

**NALCO AUSTRALIA PTY LTD**

**ENTERPRISE AGREEMENT**

**1996**

1. **PARTIES TO AGREEMENT**

This agreement is between Nalco Australia Pty Ltd, 2 Anderson Street, Botany and individual employees engaged as Chemical Delivery Specialists (CDS's).

2. **ARRANGEMENT OF CLAUSES**

This agreement is arranged as follows:

<u>Clause Number</u>	<u>Subject Matter</u>
1	Title
2	Arrangement of Clauses
3	Relationship to State Award
4	Performance Measures
5	Duration of Agreement
6	Hours of Work and Rostered Day Off (RDO)
7	Overtime
8	Limitation of Overtime
9	Saturday and Sunday Work
10	Recall:
11	Public Holidays
12	Payment of Wages
13	Meals
14	Sick Leave
15	Annual Leave and Loading
16	Long Service Leave
17	Safety Clothing and Equipment
18	Unauthorised Persons Riding on Vehicles
19	Limitation of Driving Hours
20	Terms of Employment
21	Bereavement, Maternity, Paternity Leave
22	Jury Service
23	Casual Employment
24	Duties of Drivers
25	Superannuation
26	No Extra Claims
27	Quality
28	Safety and Environment
29	Redundancy
30	Disputes and Industrial Grievance Procedures
31	Area, Incidence and Duration
32	Declaration
Appendix 1	Performance Measurement
Appendix 2	Wage Rates and Allowances

3. **RELATIONSHIP TO STATE AWARD**

This Agreement is to read in conjunction with the terms and conditions of the Transport Industry Mixed Enterprise Award (State) Award except where an inconsistency occurs between this agreement and the aforementioned award, the terms and conditions of this agreement to the extent of the inconsistency shall prevail.

4. **PERFORMANCE MEASURES**

Satisfactory levels of performance will be measured for each CDS against indicators listed in Appendix 1.

5. **DURATION OF AGREEMENT**

The Agreement will remain in force for a twelve (12) month period and shall remain in force until 30 June 1997.

A review of wage rates, depending on satisfactory performances, refer Clause 4, will be undertaken annually. The first review will be undertaken by 30th June, 1996.

6. **HOURS OF WORK and ROSTERED DAY OFF (RDO)**

**Hours of Work**

- (i) The ordinary hours of work shall be thirty eight (38) hours per week exclusive of meal breaks, within a work cycle not exceeding seven (7) consecutive days. The additional two (2) hours worked at ordinary time shall accumulate for the purposes of an RDO.
- (ii) The ordinary hours of work shall not exceed eight (8) hours per day (exclusive of meal breaks) on any day Monday to Friday between the hours of 6.00am and 5.00pm, for four (4) days and one day of six (6) hours. On the day on which 6 hours is worked, those hours may be worked continuously without a meal break. Provided, however, in the cases of emergency over which the employer has no control the hours of shifts and hours of work for any CDS may be altered without notice.
- (iii) The normal starting point shall be at the Botany site unless otherwise agreed to by the parties. Each CDS shall be ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each CDS in attendance at the time and place so fixed. Working in ordinary working hours shall be deemed to have finished, for those CDS's in attendance, when a period of eight (8) hours, exclusive of break for a meal, calculated from the fixed starting time, has elapsed.
- (iv) A CDS who is not in attendance in accordance with Clause 6 (iii) at the fixed starting time, or who fails to complete eight (8) hours work from that time, shall only be paid for the actual hours worked.



### **Rostered Day Off (RDO)**

An RDO system shall operate at this site which will allow employees covered by this agreement the equivalent of one day off per month, subject to the following provisions.

- (i) The RDO shall be subject to agreement of the parties in advance.
- (ii) RDO's may be accumulated up to a maximum of 12 days.
- (iii) While every attempt will be made to accommodate the wishes in regard to preferred days off the overriding determinant shall be:
  - (a) no more than one driver off at any one time; and
  - (b) the needs of the company shall prevail over individual requests.
- (iv) Where possible RDO's shall coincide with the servicing of the trucks. To achieve this supervisors shall allocate truck service dates as far in advance as possible
- (v) A minimum of seven days notice shall be given by either party to take RDO's unless agreement can be achieved otherwise.
- (vi) Any accumulated RDO's may be taken at the time of taking annual leave.

### **7. OVERTIME**

- (i) Overtime at the rate of time and one-half for the first two (2) hours and double time thereafter shall be paid to all CDS's including casuals, as follows:
  - (a) For all time worked between the earliest and latest times mentioned in Clause 6, of this agreement in excess of forty (40) hours in any week or in excess of the ordinary hours of work in any holiday week.
  - (b) For all time worked between such earliest and latest times in excess of the daily limitations prescribed in the said Clause 6, or before the usual commencing time or after the usual finishing time.
  - (c) For all time worked before the said earliest time and for all time worked after the said latest time.
  - (d) For the purpose of the computation of overtime each day shall stand alone; provided that where work continues beyond midnight, double time shall be paid until the completion of such overtime.
- (ii) In the calculation of overtime, portions of hours shall be taken to the nearest one-tenth of an hour.

8. **LIMITATION OF OVERTIME**

- (i) Subject to the provisions of subclause (iii) of this clause, and clause 13, of this agreement, a CDSs may be required to work for a continuous period amounting to fifteen (15) hours, excluding meal breaks, from the time of commencing work.
- (ii) Except in the case of accident or circumstances over which the employer has no control a CDS shall not work and an employer shall not require a CDS to work more than a total of twenty (20) hours overtime in any week exclusive of unpaid intervals allowed for meals.
- (iii) A CDS, who is required to work for a continuous period amounting to twelve (12) hours or more from the time of commencing work shall be entitled to absent himself form work until he has had ten (10) consecutive hours off duty. Should the said (10) hours or any part thereof coincide with the CDS's ordinary hours of work he shall be paid at ordinary rates for the time which falls within his ordinary hours of work.

9. **SATURDAY AND SUNDAY WORK**

- (i) (a) A CDS, required to work on Saturday shall be paid at the rate of time and one-half for the first two (2) hours and double time thereafter for all time worked, with a minimum payment of four (4) hours at the appropriate rate of pay, whether he works for that period of time or not.
- (b) A CDS, who is required to commence work on a Saturday at 12 noon or thereafter, shall be paid at double time.
- (ii) A CDS, required to work on a Sunday shall be paid at the rate of double time for all time worked, with a minimum payment of four (4) hours at the appropriate rate of pay, whether he works for that period of time or not.

10. **RECALL**

A CDS recalled for work shall be guaranteed and shall be paid for at least four (4) hours' work for each start at the appropriate rate of pay.

This clause shall also apply to any CDS called upon to work before his normal starting time, and whose overtime work does not continue up to such starting time.

In cases of out of ordinary hours delivery, that require immediate deliver, the commencing time shall be deemed to be the time of the first contact from the employer to the CDS who makes the delivery.

## 11. PUBLIC HOLIDAYS

- (i) (a) (1) The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day are observed together with such other days which may be proclaimed by the Government and which are observed as public holidays shall be recognised as public holidays.
    - (2) A CDS shall be entitled to the public holidays specified in subparagraph (1), of this paragraph, without loss of pay.
  - (b) A CDS, required to work on -
    - (1) Christmas day or Good Friday shall be paid at the rate of double time for the actual time worked in addition to the day's pay to which he is entitled for those days in accordance with subparagraph (2), of paragraph (a), of this subclause.
    - (2) Any of the other days prescribed in paragraph (a), of this subclause, shall be paid at the rate of time and one-half for the actual time worked in addition to the day's pay to which he is entitled for those days in accordance with subparagraph (2) of the said paragraph.
  - (c) Should any of the prescribed public holidays fall on a Saturday or Sunday and another day in lieu thereof is not proclaimed by the Government for the observance of such public holiday, a CDS required to work on such public holiday shall be paid for all work performed on:
    - (1) Christmas Day, double time for the actual time worked and in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours' pay at ordinary time.
    - (2) Any of the other days prescribed in paragraph (a), of this subclause, time and one-half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours' pay at ordinary time.
  - (b) A CDS, required to work on any of the public holidays prescribed in subparagraph (1), of paragraph (a), of this subclause, shall be guaranteed four (4) hours' work or shall be paid for four (4) hours at the appropriate rate.
- (ii) A CDS, who without permission of his employer or without reasonable cause, absents himself from duty on the working day immediately preceding or the working day immediately succeeding any public holiday, or series of holidays, shall not be entitled to payment for such public holiday, or series of public holidays, provided that if a CDS absents himself as aforesaid on one only of

the working days preceding or succeeding a series of public holidays he shall lose the holiday pay only for the holiday closest to the day of his absence.

## 12. PAYMENT OF WAGES

Wages shall be paid weekly into a bank account nominated by the CDS. Such payment will be made on the Wednesday following the pay week ending the previous Monday. Special arrangements will be made should public holidays fall on any Wednesday. Wage rates and allowances are specified at appendix 2 to this Enterprise Agreement.

## 13. MEALS

- (i) On the days Monday to Friday, inclusive, there shall be one unpaid break of 30 minutes for lunch between the hours of 11.00am and 2.00pm.
- (ii)
  - (a) A CDS who is required to work overtime on any week day for a period of two hours or more after his normal finishing time shall be allowed a paid crib break of 20 minutes not later than 5 hours after the end of his lunch break.
  - (b) A CDS, who, on any weekday, is recalled to work after having finished work for the day or who is called upon to work before his normal starting time and where such work does not continue up to his normal starting time shall be allowed a paid crib break of 20 minutes for each 5 hours worked calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.
- (ii)
  - (a) A CDS, required to work on a Saturday, Sunday or public holiday shall be allowed a paid crib break of twenty (20) minutes for each five (5) hours worked; the said five (5) hours to be calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.
  - (b) A CDS, required to work for a period of eight (8) hours between the hours of 7.00am and 5.30pm on a Saturday, Sunday or public holiday may be allowed the usual weekday lunch break.

## 14. SICK LEAVE

Paid sick leave entitlements are to be 10 days per year. CDS's taking more than a single day absence at any one time are to provide the employer with a certificate from a duly qualified medical practitioner stating the reason for the absence.

Where an employee suffers a severe illness not covered by workers' compensation which in one continuous period of absence exhausts all his credit and he is still absent due to that severe illness the company will grant further paid sick leave as follows:

- (a) After one years service up to six weeks pay at ordinary rates in any one year.



- (b) After five years service up to twelve weeks pay at ordinary rates in anyone year.

Severe illness is defined as an illness of at least two weeks duration requiring hospitalisation or strict medical supervision which would prevent attendance at work. Such illness must be supported by necessary documentation.

It is expected that normal sick leave allowance of seventy six hours per year will cover the usual seasonal or minor illnesses. Sick pay is for sick people and provisions for sick leave are not to be abused and taken as additional holidays.

**15. ANNUAL LEAVE AND LOADING**

- (i) See annual Holiday Act, 1944.
- (ii) A CDS is entitled to four weeks paid annual leave with a loading of 20% on the total rate of pay, payable when proceeding on annual leave.

**16. LONG SERVICE LEAVE**

- (i) See Long Service Leave Act, 1955.

**17. SAFETY CLOTHING AND EQUIPMENT**

Nalco will provide all necessary safety clothing equipment, including replacement due to fair wear and tear, and appropriate training in all aspects of safety.

Drivers are required to use clothing and equipment supplied and maintain such clothing and equipment in operable conditions.

Training courses will generally be held in normal work hours fully subsidised by Nalco.

**18. UNAUTHORISED PERSONS RIDING ON VEHICLES**

A CDS, shall not permit any unauthorised person to accompany him on his vehicle, nor permit any such person to assist him in the delivery of goods, wares, merchandise or material unless such persons has been engaged as an employee or is the owner of such goods, wares, merchandise or material or is the agent or representative of such owner.

**19. LIMITATION OF DRIVING HOURS**

See the Motor Traffic Act and Regulations.

**20. TERMS OF EMPLOYMENT**

- (i) Each CDS shall be deemed to be employed by the week, with the exception of anyone employed expressly as a casual employee.

- (ii) Nalco may direct a CDS to carry out such duties as are within the limits of his skill, competence and training.
- (iii) Nalco may direct a CDS to carry out such duties and use such tools and equipment as may be required, provided that he has been trained in the use of such tools and equipment.
- (iv) A CDS's employment may be terminated by one week's notice on either side which may be given at any time or by payment by Nalco or forfeiture by the CDS of a week's pay in lieu of notice. This shall not affect the right of Nalco to dismiss a CDS without notice in the case of a CDS guilty of misconduct

21. **MATERNITY, PATERNITY and ADOPTION LEAVE**

As per current Industrial legislation.

22. **JURY SERVICE**

A CDS, shall be entitled to leave without loss of pay for time spent on jury service.

23. **CASUAL EMPLOYMENT**

- (i) A casual employee is one engaged and paid as such. A casual employee working ordinary time shall be paid per hour one thirty-eighth of the weekly rate prescribed by this agreement for the work performed plus 20% loading.
- (ii) Hourly overtime rates for casual employees are to be paid at the rate applying to permanent employees.

24. **DUTIES OF DRIVERS**

Where required by the employer, drivers' duties shall include minor repairs such as changing tail lights and each driver shall be ready, willing and able to change tyres and perform similar non-specialist vehicle maintenance tasks.

25. **SUPERANNUATION**

It is a condition of employment that an employee join the Nalco Australia Pty Ltd, Superannuation Fund (the "Nalco Fund").

Should such an employee wish to make contributions to the Nalco fund, those contributions may be arranged as salary sacrifice contributions to be made on the behalf of the employee. Where an employee chooses such an arrangement with the employer in accordance with terms of this clause, the Wage Rate payable in respect of that employee and referred to in Appendix 2 shall include a component being the abovementioned salary sacrifice contribution to the Nalco Fund; ie part of the Wage Rate quoted in Appendix 2 representing the salary sacrifice contribution chosen by the employee shall be paid as a contribution by the employer direct to the Nalco Fund. As



a consequence, the employee's taxable salary shall equal the relevant Wage Rate set out in Appendix 2 less the salary sacrifice contribution (if any).

**26. NO EXTRA CLAIMS**

The parties agree that there shall be no extra claims for increased wages or conditions during the life of this Agreement.

**27. QUALITY**

CDS's covered by this Agreement support the Quality initiative undertaken by the Company and will continue to participate in the Quality improvement process through Corrective Action Teams and Training.

**28. SAFETY AND ENVIRONMENT**

CDS's recognise that they are accountable to work at all times in a safe manner in accordance with the Company Safety and Environment policies.

**29. REDUNDANCY**

Definitions:

- (i) 1 'Redundancy' is defined as termination of employment where the whole or main reason for termination is that the employer's need for the CDS to do work of a particular kind has diminished or ceased, but it shall not include or apply to termination of employment in the following instances:
  - (a) termination of account of malingering, inefficiency, neglect of duty or misconduct.
  - (b) any case where employment with the company terminates but further employment with another employer other than outside contractors in the same classification and at the same establishment provided that such employment is in respect of the same classification.
  - (c) any case where the employee has refused an offer of alternative employment with the company at any of its local establishments provided that such employment is in respect of the same classification.
- 2 'Technological change' is defined as any change in material, equipment, methods, organisation or product which alters the quantity or quality of labour required other than that which is occasioned by changes brought about by recession in trade or change in production or maintenance arrangements made necessary by factors arising from changes in the market.

(ii) Notice of Termination

The redundant CDS shall be given notice of termination as follows:

- \* Redundancy due to technological change - 3 months.
- \* Redundancy due to all other reasons - 1 week minimum and in accordance with Federal Industrial Relations Legislation.

If the employer fails to give such notice in full he shall pay the employee at the ordinary rate of pay for a period equal to the difference between the period stipulated in this clause and the period of the notice given. Subject to the right of the company to retain sufficient employees to maintain operations and services, any redundant employee who has an opportunity of obtaining suitable alternative employment outside the service of the company after he has been given appropriate minimum notice of termination may be entitled to accept such employment without loss of severance payments. Employees who at the discretion of the company are required to remain on the job until the closure of plant or section will be kept in employment for a further four weeks after the closure or paid at ordinary rates in lieu if their services are no longer required.

(iii) Alternative Employment Within the Company

Wherever it is possible to effect a transfer the parties will ascertain by interviewing each redundant employee whether or not he wishes to be transferred to another location within the company. Where an employee accepts a transfer the definition of 'redundancy' set out in sub-paragraph (i) (1) (c) does not apply.

(iv) Retraining

In any retraining program employees associated with such alternative employment shall be paid their ordinary rates of pay for the previously held positions while undergoing training for new positions.

(v) Alternative Employment Outside the Company

The company will assist in every way possible the replacement outside the company of all redundant employees for whom alternative work within the company is not available, but will not be responsible to find employment.

(vi) Payment in Lieu of Notice

Six weeks pay in lieu of notice which will be an up-front payment made at point of termination, regardless of whether the time notice has in fact been given.

(vii) Severance Payments

the new formula is 4 weeks pay per year of service for all employees who have completed a minimum of one years service. That scale covers up to and including 7 years of service. For years 8, 9 and 10 of service the severance

scale of payment is 3.5 weeks per year and for service of 11 years or more the scale is 3 weeks per year.

(viii) Pro Rata

Pro rata would be applied for each completed 3 months of service.

(ix) Paid Time Off to Find Alternative Employment

It is agreed that a redundant employee who is under notice of termination due to redundancy shall be entitled to reasonable opportunities for paid time off to attend prearranged interviews to secure alternative employment if there is prior local agreement with his supervisor.

(x) The Company is committed to giving equal employment opportunity to all job applicants. However, if within 52 weeks of redundancies occurring at a site, the Company needs to recruit externally, then:

- (a) suitable qualified ex-employees previously made redundant will be advised of the vacancy by certified mail. Once a notification is ignored, (14 days), then there will be no further requirement to notify that person.
- (b) The experience of the ex-employee will be a major factor in determining the successful applicant(s).
- (c) The Company will supply the relevant site union representative with a list of those contacted.

### 30. **DISPUTES AND INDUSTRIAL GRIEVANCE PROCEDURES**

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this Enterprise Agreement and the Parent Award shall be in accordance with the following procedural steps:

- (i) Procedure relating to a grievance of an individual employee.
  - (a) the employee shall notify (in writing or otherwise) the employer as to substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
  - (b) The grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels 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 employees' grievance, if the matter has not been

resolved, including reasons for not implementing any proposed remedy.

- (e) While this procedure is being followed, normal work must continue. "Normal work" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
  - (f) The employee may be represented by an Industrial Organisation of Employees for the purpose of each procedure.
- (ii) Procedure for a dispute between the employer and the employees.

In the event of a question, dispute or difficulty arising:

- (a) The matter shall be first raised with the Supervisor and agreement sought.
- (b) If the dispute is not resolved at this level, the matter may be discussed between the Union delegate and representatives of management.
- (c) Should the dispute remain unresolved, the matter may be referred to an official of the union, who shall discuss it with senior management. If necessary, the State Secretary of the Union and the relevant Employer Association may also be involved in discussions at this state.
- (d) In the event of no agreement being reached at this stage, the dispute may be referred to the Industrial Relations Commission of New South Wales.
- (e) Reasonable time limits will be allowed for discussion at each level of authority, but undue delay shall be avoided.
- (f) While the procedure is being followed, normal work will continue. "Normal work" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

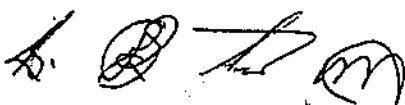
### 31. AREA, INCIDENCE AND DURATION

This agreement shall take effect from the date of registration and shall operate from the first full pay period commencing on or after the date of registration and shall remain in force until 30 June, 1997.

### 32. DECLARATION

The parties declare that this agreement:

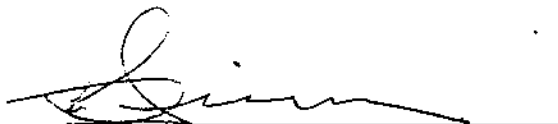
- (i) Is not contrary to public interest;
- (ii) Is not unfair, harsh or unconscionable;



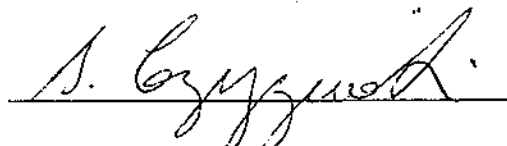
- (iii) Was at no stage entered into under duress; and
- (iv) Reflects the interests and desires of the parties.

This agreement is made at Sydney on this the 11<sup>th</sup> Day of APRIL 1996.

For and on behalf of:

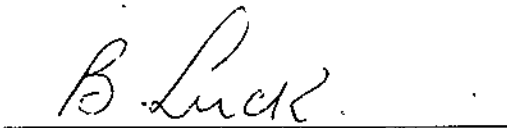

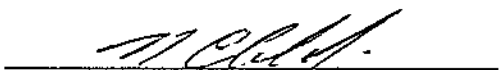


NALCO AUSTRALIA PTY LTD



In the presence of

**SIGNATURE OF EMPLOYEES (CDS's)**



PERFORMANCE MEASUREMENT

This document is an Appendix to the Form of Agreement for Chemical Delivery Specialist operating out of the Botany site.

Measurement of performance will be carried out for:-

1. Number of absences.
2. Ability to operate equipment, including pumps.
3. Maintain appropriate driver classification.
4. Ability to safely supervise loading and unloading of vehicle under his control.
5. Basic maintenance of truck and its cleanliness.
6. Nalco delivery certification.

Providing the elements of this agreement are adhered to by all parties a wage increase of 3% will become effective from the first pay period after July 1, 1996.

Any dispute in this regard will be settled according to Clause 31 of this agreement.

The parties to this agreement understand that negotiations for the next agreement will take place so as to enable the agreement to become effective as near as possible to July 1, 1996.



## WAGE RATES &amp; ALLOWANCES

The following rates and allowances shall apply during the life of this agreement and includes all allowances for the purpose of the award.

Where salary sacrifice contributions are to be made on behalf of an employee to the Nalco Fund, the Wage Rate quoted in the table below shall (in respect of such an employee) include a component being the salary sacrifice contribution; i.e. part of the Wage Rate representing the salary sacrifice contribution chosen by the employee shall be paid as a contribution by the employer direct to the Nalco Fund. As a consequence, the employee's taxable salary shall equal the relevant Wage Rate less the salary sacrifice contribution (if any).

Chemical Delivery Specialist	\$596.60
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Allowance.

Meal Allowance	\$6.80
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**There shall be no extra payments made to employees covered by this agreement as are specified by the parent award. This includes for example, shift allowances, long distance rates, garaging of vehicles etc.**