

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/92

TITLE: Advantage Petroleum Transport (Non-Metropolitan) Agreement 2003

I.R.C. NO: IRC3/7337

DATE APPROVED/COMMENCEMENT: Approved 20 January 2004/Commenced 1 April 2003

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/286

GAZETTAL REFERENCE: 21 May 2004

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

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

PARTIES: Advantage Petroleum Pty Ltd -&- the Transport Workers' Union of New South Wales

THIS AGREEMENT SHALL BE KNOWN AS THE

**ADVANTAGE PETROLEUM TRANSPORT
(NON-METROPOLITAN) AGREEMENT 2003**

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1. Definitions

“Advantage” shall mean Advantage Petroleum 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,. Award Code:840 Serial C0427

“The Agreement” shall mean this agreement - The Advantage Petroleum Transport (Non-Metropolitan) Agreement 2003 which covers those drivers and employees herein classified who are not based other than at the Shell Parramatta Terminal or are covered by another Agreement to which Advantage is a party.

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

“DDS” means Depot Despatch Supervisor

“DTL” means Depot Team Leader

2. Scope, Applications and Operation

(1) Parties Upon Whom This Agreement is binding

This Agreement shall be binding upon:-

(a) Advantage;

- (b) the Union, its Officers and its members; and
 - (c) Advantage's employees, whether members of the Union or not; and who are engaged in any of the classes of work mentioned in Clause 4 (Part B) Wage Rates of the Award and shall apply in the State of New South Wales as defined under the term "The Agreement".
- (2) Previous Award/Agreement Superseded
- (a) This agreement supersedes the Transport Industry - Petroleum & c., Distribution (State) Award and shall take preference to any provision in the Award dealing with any particular condition, benefit or policy where this Agreement is at variance with the Award.
 - (b) Where no reference is made in this Agreement, to a particular condition, benefit or policy, the Award shall be deemed to operate.
- (3) Commencement of Agreement
- This Agreement will commence from the first of April 2003 and concludes on the 31st March 2006 provided it has been ratified or after ratification by the Commission whichever is the earlier date, and shall remain in force for a term of three (3) years ("the Term").
- (4) This Agreement covers the delivery of fuels, heating oil, bulk lubricants and lubricant pack products during the Term by Advantage employees employed as drivers.

3. Principles and Objectives

The Principles upon which the terms of this Agreement are proposed are:

The parties to this agreement recognise that it is critical to make use of all opportunities to improve business performance. In doing so, benefits will result for all parties - the employees of Advantage, the customers of Advantage, the community in which Advantage operates and Advantage itself. This includes maximising capital assets such as vehicles and facilities through extending shifts and flexible starting times. In principle this is 24 hours per day and six days a week.

The parties recognise that Advantage operates in a fiercely competitive market in which it is essential that innovation is encouraged and currently untapped business opportunities are developed.

Safety of operations and customer service are paramount.

In this environment, improved productivity and continuous development of the skills of Advantage employees are essential and demand that change be made rapidly, constructively and in an on-going sense.

Mutual objectives of the parties are to provide a working environment which is aimed at:

- i) elimination of inefficiency;
- ii) provision of consistency and quality of the business operation; and
- iii) the attainment of improvement through co-operative discussions and initiative.

It is recognised by the parties that fundamental to the security of Advantage's future and success in the market place is the quality of the relationship between Advantage and its employees, at all levels.

4. General

The classification structure and wage rates provided in this Agreement are based on improvements in the value of work performed by Drivers and recognise the additional skills and responsibilities involved in the performance of their duties. The parties acknowledge that there shall be different outcomes within and between classifications depending on efficiencies, productivity and work value.

Advantage undertakes to notify its employees, as early as practicable, of proposals to introduce changes to methods or resources, which will affect the way in which work is performed or organised in the enterprise. The notice will include information on the nature of the changes proposed, the likely date of the implementation of the changes, the expected effects on employees and any other matters likely to significantly affect employees.

Advantage affirms its commitment to manage change through the long-standing "Consultative Process" agreed between Advantage, affected employees and the Union.

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

The terms of Agreement in this document should be read in conjunction with the employee's individual letter of offer of employment and the position description.

5.1 Driver Classification

For the purposes of this Agreement driver positions and wage rates will be classified in the following way:

1. Classification 1
Those drivers who drive any vehicle up to and including a 3 axle rigid.
2. Classification 2
Those drivers who drive a vehicle larger than 3 axle rigid up to and including a tri-axle trailer regardless of total tonnage or litreage.
3. Classification 3
Those drivers who drive an A Double Combination or a Quad-Dog Trailer Combination, regardless of total tonnage or litreage – that is, 19 metre "B" Double Multi Combination and Dog Trailer Combination.
4. Classification 4
Heating Oil "Buddy" - Those person(s) who are not classified as authorised drivers as above (Classifications 1,2 & 3) who assist in the delivery of heating oil, but do not drive heavy vehicles, are to be paid as per the minimum base rate applicable in the Award for "Mobile Cranes and Forklifts Employee"

Drivers paid at a Classification Rate, as above, must hold the relevant statutory, regulatory and company determined qualifications to drive those vehicles.

An appropriately qualified driver shall be paid at a higher rate (as above) for those days that they drive a vehicle which attracts a higher paid rate. However, an appropriately qualified driver shall not be paid a lower rate for those days that they drive a vehicle which attracts a lower paid rate.

5.2 Progression Through the Classification and Company Structure

Appointment to any position, including management, 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 set by the Advantage Management, and 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 JobSecurity

Advantage recognises the Union's concern relating to job security and the desire to preserve job opportunities in the Industry.

5.4 Training

In order to facilitate the commitment of employees to work in the most flexible manner without artificial constraint, Advantage reaffirms its policy to provide training for all Drivers having regard to the specific requirement of particular work functions and the nature and characteristics of the Oil Industry. This training shall be consistent with the skill and competency requirements and the operation needs and the needs of the individual.

6.1 Shift and Hours Worked

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 normal rostered day will not be less than 7 hours for full-time drivers or 4 hours for casual drivers. Any "call in" non-rostered day shall be for a minimum of 4 hours.
- (ii) A fortnight will not be less than 70 hours.
- (iii) Subject to consultation 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 and/or as determined by Management for health and safety reasons.
- (v) The 'common hourly rate' provided in this Agreement takes into account overtime or shift payments which would otherwise be separately payable..
- (vi) A six day roster where appropriate.

6.1a Depot Rosters

The following roster variations are examples of what may apply but are not limited to:-

- (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.
- (c) Salaried positions may be negotiated at the discretion of Advantage.

6.2 Pay Rates

Hourly pay rates are inclusive of all penalties, allowances and overtime except for the Meal Allowance. This includes, but is not limited to - hose allowance, tarmac allowance or trailer allowance etc.. All hours worked on Mondays through to Saturdays inclusive are to be paid at the Common Hourly Rate. Sunday and government regulated public holiday rates are referred to as Penalty 1. Payments will be on a fortnightly basis.

For calculation formulas see Appendix A.

Classification 1	1/4/2003	1/4/2004	1/4/2005
Base Rate	\$ 17.0314		
Common Hourly Rate -	\$ 23.3807	\$24.0822	\$24.5638
Penalty 1 (Sundays & PH)	\$ 35.4254	\$36.4881	\$37.2179
Classification 2	1st April 03		
Base Rate	\$ 17.2914		
Common Hourly Rate -	\$ 23.7377	\$24.4498	\$24.9388
Penalty 1 (Sundays & PH)	\$ 35.9662	\$37.0452	\$37.7861
Classification 3	1st April 03		
Base Rate	\$ 17.8057		
Common Hourly Rate -	\$ 24.4437	\$25.1490	\$25.6312
Penalty 1 (Sundays & PH)	\$ 37.0359	\$38.1046	\$38.8352
Classification 4	1st April 03		
Base Rate	\$15.1000		

Casual Drivers - Will be remunerated at the appropriate Vehicle Classification Base Rate per Award, plus a loading of 20% to cover annual, sick, maternity and parental leave.

6.3 Meal Allowance

A Meal Allowance of \$9.72 shall be paid separately after 8.5 hours of actual paid work during the first and second years of this Agreement (between 1/4/2003-31/3/2005)

A Meal Allowance of \$10.00 shall be paid separately after 8.5 hours of actual paid work during the third year of this Agreement (from 1/4/2005)

Rostered work commencing between the hours of 3pm and 3am will be paid a Meal Allowance and thereafter as above.

6.4 Sundays and Public Holidays

Sundays worked will be remunerated at Penalty 1 rates for each hour worked.

This Agreement will default to the Award for actual days that are gazetted public holidays and remunerated at hours worked on a Public Holiday at Penalty 1 including payment for the normal hours applicable. If, agreed between management and the employee a day in lieu may replace the payment of normal hours.

6.5 Annual & Sick Leave

Annual Leave is defined as 140 hours per year.

Annual Leave Loading and Sick Leave will be as per the Award.

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 Advantage Depot - in the designated wash down area. Advantage will provide the washing facilities.

An Advantage 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 Advantage.

Drivers are to be responsible to ensure that the Delivery Vehicle is maintained in a roadworthy condition.

8. Casual Employment

- i) An individual who is offered casual employment contracts shall be deemed to be casually employed and may be terminated at any time, provided that a minimum of four (4) hours is payable for each start.
- ii) A casual employee shall be paid per hour at the base rate as per Clause 6.2 herein or the Award rate applicable whichever is the greater
- iii) It is understood and accepted that the casual hourly rate incorporates a value for annual leave with 20% loading and sick leave at Award prescription.

9. Dispute & Grievances Procedure

- (i) Industrial Disputes:

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

- (a) The matter shall first be raised with the Branch Supervisor and agreement sought.
- (b) If the dispute is not resolved at this level, the matter is to be discussed between the Union delegate and the Branch Manager.
- (c) Should the dispute remain unresolved, the matter shall be referred to an official of the Union, who shall discuss it 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.
- (e) Reasonable time limits will be allowed for discussion at each level of authority.
- (f) While the procedure is being followed, normal work will continue.

- (ii) Individual Grievances:

- (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 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 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 the Union.

10. Superannuation Fund

The parties agree that the employer fulfil the obligations for Superannuation contributions through membership of an appropriate complying fund, TWU Superannuation Fund or APADA.

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 for a term of three (3) years 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 Appendix A. In this regard there shall be no double counting.

11.2 Operative Date

In this Agreement, classifications and wages shall be implemented from the 1st April 2003.

11.3 Future Negotiations

The provisions of this Agreement shall prevail over the prescribed terms and conditions of the Award, and in this regard, the Union shall not unreasonably withhold its consent in supporting structural change and flexibility at the enterprise level.

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

Advantage will make the necessary provisions available to all TWU members to make Union subscriptions by way of payroll deductions.

13. Duress

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

SIGNED for and on behalf of
Advantage Petroleum Pty Limited

Stephen Yuen
Authorised Signatory

Witness

Tony Sheldon, Secretary
Transport Workers Union of Australia
(NSW Branch)

Witness

(APPENDIX A)

Base Rates	Transport Industry - Petroleum, &c., Distribution (State) Award - Award		
Source	Code:840 Serial C0427 (Current as at 26/8/02)		
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Common		= Classification (b) (i) Rigid Vehicle Utility 19 tonnes &	
Hourly Rate	Classification 1	<25 tonnes Over 5 years	
Year 1	Base	596.1	per week
		17.03143	per hour
		0.681257	0.04 Increase
	Base per hour	17.71269	
		1.771269	0.1 Disability Allowance
	Sub Total	19.48395	
		3.896791	0.2 OT and Penalty Allowance
	CHR Classification 1	23.38075	PH & Sundays = Double Base per Hour 35.42537
		= Classification (b) (ii) Articulated Vehicle Under 10	
	Classification 2	tonnes 37 tonnes & <43 tonnes Over 5 years	
	Base	605.2	per week
		17.29143	per hour
		0.691657	0.04 Increase
	Base per hour	17.98309	
		1.798309	0.1 Disability Allowance
	Sub Total	19.78139	
		3.956279	0.2 OT and Penalty Allowance
	CHR Classification 2	23.73767	PH & Sundays = Double Base per Hour 35.96617
		= Classification (b) (ii) Articulated Vehicle Under 10	
	Classification 3	tonnes 37 tonnes & <43 tonnes Over 5 years PLUS	
		6T@\$6	
	Base	605.2	per week
	First 6 tonnes	6	
	Second 6 tonnes	6	
	Third 6 tonnes	6	
	Total Base	623.2	
		17.80571	per hour
		0.712229	0.04 Increase
	Base per hour	18.51794	
		1.851794	0.1 Disability Allowance
	Sub Total	20.36974	
		4.073947	0.2 OT and Penalty Allowance
	CHR Classification 3	24.44368	PH & Sundays = Double Base per Hour 37.03589
	Classification 4	= Classification (c) Mobile Cranes and Forklifts	
	aka	Employee Up to & incl. 5 tonnes Base Rate	
	Heating Oil Buddy	528.5	per week

Common
Hourly Rate
Year 2

Classification 1 = Classification (b) (i) Rigid Vehicle Utility 19 tonnes &
Base <25 tonnes Over 5 years
619.944 per week
17.71269 per hour
0.531381 0.03 Increase
Base per hour 18.24407
1.824407 0.1 Disability Allowance
Sub Total 20.06847
4.013695 0.2 OT and Penalty Allowance
CHR Classification 1 24.08217
PH & Sundays =
Double Base per Hour 36.48813

Classification 2 = Classification (b) (ii) Articulated Vehicle Under 10
Base tonnes 37 tonnes & <43 tonnes Over 5 years
629.408 per week
17.98309 per hour
0.539493 0.03 Increase
Base per hour 18.52258
1.852258 0.1 Disability Allowance
Sub Total 20.37484
4.074967 0.2 OT and Penalty Allowance
CHR Classification 2 24.4498
PH & Sundays =
Double Base per Hour 37.04516

Classification 3 = Classification (b) (ii) Articulated Vehicle Under 10
Base tonnes 37 tonnes & <43 tonnes Over 5 years PLUS
6T@\$6
629.408 per week
First 6 tonnes 6
Second 6 tonnes 6
Third 6 tonnes 6
Total Base 647.408
18.49737 per hour
0.554921 0.03 Increase
Base per hour 19.05229
1.905229 0.1 Disability Allowance
Sub Total 20.95752
4.191504 0.2 OT and Penalty Allowance
CHR Classification 3 25.14903
PH & Sundays =
Double Base per Hour 38.10459

Classification 4 = Classification © Mobile Cranes and Forklifts
aka Employee Up to & incl. 5 tonnes Base Rate
Heating Oil Buddy As per per
Award week

Common
Hourly Rate
Year 3

= Classification (b) (i) Rigid Vehicle Utility 19 tonnes &
<25 tonnes Over 5 years

Classification 1			
Base	638.5423	per week	
	18.24407	per hour	
	0.364881	0.02	Increase
Base per hour	18.60895		
	1.860895	0.1	Disability Allowance
Sub Total	20.46984		
	4.093968	0.2	OT and Penalty Allowance
CHR Classification 1	24.56381		PH & Sundays = Double Base per Hour 37.2179

= Classification (b) (ii) Articulated Vehicle Under 10
tonnes 37 tonnes & <43 tonnes Over 5 years

Classification 2			
Base	648.2902	per week	
	18.52258	per hour	
	0.370452	0.02	Increase
Base per hour	18.89303		
	1.889303	0.1	Disability Allowance
Sub Total	20.78233		
	4.156467	0.2	OT and Penalty Allowance
CHR Classification 2	24.9388		PH & Sundays = Double Base per Hour 37.78606

= Classification (b) (ii) Articulated Vehicle Under 10
tonnes 37 tonnes & <43 tonnes Over 5 years PLUS
6T@\$6

Classification 3			
Base	648.2902	per week	
First 6 tonnes	6		
Second 6 tonnes	6		
Third 6 tonnes	6		
Total Base	666.2902		
	19.03686	per hour	
	0.380737	0.02	Increase
Base per hour	19.4176		
	1.94176	0.1	Disability Allowance
Sub Total	21.35936		
	4.271872	0.2	OT and Penalty Allowance
CHR Classification 3	25.63123		PH & Sundays = Double Base per Hour 38.8352

= Classification (c) Mobile Cranes and Forklifts
Employee Up to & incl. 5 tonnes Base Rate

Classification 4 aka Heating Oil Buddy	As per Award	per week	
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