



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**K&S Freighters**  
(AG2019/631)

## **CHEMTRANS WESTERN AUSTRALIAN ENTERPRISE AGREEMENT 2018**

Road transport industry

DEPUTY PRESIDENT KOVACIC

CANBERRA, 7 JUNE 2019

*Application for approval of the Chemtrans Western Australian Enterprise Agreement 2018.*

[1] An application has been made for approval of an enterprise agreement known as the *Chemtrans Western Australian Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by K&S Freighters. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Transport Workers' Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 14 June 2019. The nominal expiry date of the Agreement is 13 June 2021.



Printed by authority of the Commonwealth Government Printer

<AE503831 PR709167>

# Chemtrans Western Australian Enterprise Agreement 2018

## Table of Contents

Clause No.	Clause Name	Page No.
1	Title	2
2	Coverage & Parties Bound	2
3	Duration of Agreement	2
4	No Further Claims	2
5	Incorporation of Award Terms	2
6	Relationship Between the NES and This Agreement	2
7	Probation	3
8	Rates of Pay & Payment of Wages	3
9	Hours of Work	3
10	Long Distance Work	4
11	Weekend Rates	5
12	Public Holiday Rates	5
13	Overtime	5
14	Allowances	6
15	Superannuation	6
16	Personal/Carers Leave & Compassionate Leave	6
17	Annual Leave	7
18	Long Service Leave	8
19	Public Holidays	8
20	Clothing	9
21	Flexibility	9
22	Personal Protective Equipment	9
23	Maintenance	10
24	Customer Service	10
25	Drivers Handbook	10
26	Annual Driver Training & Dangerous Goods Re-Licensing	10
27	Use of Alcohol & Drugs	10
28	Consultation Regarding Major Change	10
29	Dispute Settlement Procedure	12
30	Individual Flexibility Agreement	14
31	Redundancy	15
32	Termination of Employment	15
33	Service Pay	16
34	Signatures	17
	Schedule 1	19

## **1. Title**

- 1.1 This Agreement shall be known as the Chemtrans Western Australian Enterprise Agreement 2018 ("Agreement")

## **2. Coverage & Parties Bound**

- 2.1 This Agreement is made between K&S Freighters, K&S Energy & Chemtrans Division, ("the Company") 591 Boundary Road, Truganina, VIC, 3029, Transport Workers Union and all employees of the Company operating out of Perth, Western Australia who are covered definitions under this agreement.

## **3. Duration of Agreement**

- 3.1 This Agreement will commence operation 7 days after its approval by the Fair Work Commission (FWC) and will nominally expire on the date which is 2 years after the day on which the FWC approves the Agreement.
- 3.2 Two months prior to 1st November 2020 the parties will negotiate, in good faith, the conditions of a new agreement. The condition of this Agreement shall continue until a new agreement has been concluded.

## **4. No Further Claims**

- 4.1 All parties covered by this Agreement will not pursue any further claims relevant to the relationship of company and employee whether dealt with in the Agreement or not during the life of this Agreement.

## **5. Incorporation of Award Terms**

- 5.1 This Agreement incorporates the terms of the *Road Transport and Distribution Award 2010*, and the *Road Transport Long Distance Drivers Award 2010* as varied from time to time.
- 5.2 Where there is any inconsistency between a term in this Agreement and a term in the award referred to in sub-clause 5.1, which has been incorporated, the term in this Agreement shall take precedence to the extent of the inconsistency.

## **6. Relationship between the National Employment Standards and this Agreement**

- 6.1 The National Employment Standards is a set of minimum employment entitlements prescribed within the *Fair Work Act 2009*.
- 6.2 The terms of this Agreement apply in a manner that do not exclude the NES. No provision of the NES is displaced by this Agreement. The NES provisions may be supplemented by the terms of this Agreement. In the event that any provision of this Agreement is less beneficial than the NES, the NES will

continue to apply to the extent necessary to the exclusion of the relevant provision of this Agreement.

## **7. Probation**

- 7.1 New employees will be on probation for the first three months of engagement.
- 7.2 The purpose of the probation period is to enable the company and the employee to assess their suitability and capability to work together.
- 7.3 During the probation period the Company or the employee has the right to terminate the employment with one (1) week's notice for any reason and without any repercussions.

## **8. Rates of Pay & Payment of Wages**

- 8.1 The ordinary rate of pay for full-time and part-time employees are detailed in table A of Schedule one (1).
- 8.2 The ordinary rate of pay for casual employees is contained within table C of Schedule one (1)
- 8.3 Wages are paid weekly in arrears by electronic transfer to a bank or building society account nominated by the employee.

## **9. Hours of Work**

- 9.1 The ordinary hours of work for full-time employees will be 38 hours per week.
- 9.2 The ordinary hours of work must not exceed 8 hours per day and must be worked between the hours of 5:00am and 7.30pm on any day of the week.
- 9.3 Rostered Days Off ("RDOs")
  - a) The ordinary hours of work for Full-time Employees covered by this Agreement shall be arranged to enable employees to accrue one rostered day off (RDO) per month. Employees are permitted to accumulate their RDO's to a maximum 20 days. This is to allow the employee to access their RDO's on top of Annual leave or at other times.
  - b) An employee may request to access an RDO by the provision of not less than 48 hours notice. All such requests will be subject to a mutually agreed date for the RDO being determined by management and the employee, taking into consideration the operational requirements of the business. Alternatively Management may request that an employee take an RDO. If this occurs and a mutually agreeable date for the RDO genuinely can not be determined, then a date may be selected by management, provided that the employee is given at least 7 days notice of the proposed RDO.
  - c) Employees may, at their request, have RDOs paid out when they take annual leave. RDOs will be paid out at the employee's ordinary rate of pay.

#### 9.4 Meal Breaks

- a) An unpaid meal break of at least 30 minutes is to be taken during each normal work day. A 30-minute paid Meal break is to be paid to employees working on night shift, provided that their shift extends for more than 5 hours. Meal breaks will be taken at a time and place so as not to interfere with the progress of work.
- b) Wherever practicable, meal breaks will be taken during extended travelling delays, extended queues or delays in loading or unloading, except where transfer has started.
- c) Where an employee is unable to take a meal break, an additional payment of half an hour overtime shall be made, provided the supervisor's approval is obtained at the time the lunch break would normally be taken.
- d) Overtime rest break

An employee required to work overtime for two hours or more after working ordinary hours must be allowed a paid break of 20 minutes. They shall also be entitled to a further 20 minute paid break for each four hour period until the overtime is finished.

- 9.5 Shifts will not be less than four hours for all Employees, and the length of each day or shift and the break between consecutive days or shifts will comply with the relevant legislation.
- 9.6 The parties to this Agreement are committed to a programme of "Fatigue Management" which includes a requirement that employees will take reasonable breaks during and between rostered days or shifts.
- 9.7 Nothing in Clause 9.4 is to apply in a manner that contradicts rest breaks required in accordance with the legislative requirements with respect to the limitations on driving hours.
- 9.8 Employees may be required to work shift work.

#### 10. Long Distance Work

- 10.1 Long distance work shall be any journey which exceeds 500km and which prevents an employee from returning home overnight for the purpose of taking their major rest break. Long distance employees are paid hourly (and standard overtime rates ) as per the schedule contained in the agreement.
- 10.2 Employees, by consultation, may be required to perform long distance work in order to meet the needs of the business. Where this is necessary the standard starting and finishing time of an employee may be varied in order to meet the operational requirements of the business.
- 10.3 Subject to meeting the needs of the business, long distance work will be worked and paid based on the '24 hour clock system'. Under this system an employee may perform ordinary hours of work outside the times specified in

clause 9.2. The 24 hour clock system allows for flexibility whilst drivers are performing long distance work. It enables the driver to manage his work time, over a 24 hour period commencing at midnight, within the Fatigue Management Programme, so that he or she can depart at a time which is suitable to themselves but prior to the normal start time without penalty to Chemtrans.

10.4 The 24 hour clock system is not intended to reduce overtime availability. Accordingly all hours worked beyond 8 hours in a 24 hour period, commencing at midnight, will be paid as overtime.

10.5 The 24 hour clock will not be used for local work.

## **11. Weekend Rates**

11.1 All ordinary hours worked on a Saturday or Sunday will be paid at the following rates;

### **Saturday**

For all ordinary hours worked between midnight on Friday and Midnight on Saturday an employee will be paid at **time and a half for first 2 hours, then double time for remaining hours.**

### **Sunday**

For all time worked between midnight Saturday and Midnight on Sunday an employee will be paid at **double time.**

## **12. Public Holiday Rates**

12.1 Employees will be paid for all time worked on a public holiday in accordance with the provisions of the *Road Transport & Distribution Award 2010* which are incorporated into this Agreement.

## **13. Overtime**

13.1 Overtime is an important component of the transport operations, employees are required to make themselves available for reasonable overtime.

13.2 For all work done outside the ordinary hours of work specified in clause 9, and work specified in Clause 11, the rate of pay will be time and a half for the first two hours and double time thereafter, until the completion of the overtime work.

13.3 For the purpose of calculating overtime each day's work stands alone.

13.4 For all overtime worked by a casual employee shall be paid the applicable rate specified in table A of schedule 1, plus 10%, multiplied by the relevant overtime rate of either time and a half or double time. For the purpose of calculating overtime each day's work stands alone.

13.5 Rest Periods after overtime

The minimum rest period following overtime shall be in accordance with the incorporated provisions of the *Road Transport & Distribution Award 2010*, except that Employees agree to reduce from (10) hours to (8) hours the minimum period off duty between finishing work and recommencing work at ordinary rates of pay, provided that the employee agrees that it is safe to do so.

## **14. Allowances**

### **14.1 Living Away Allowance**

Where a driver is engaged on work where it is not practical to return home at night and they take their major rest break under the applicable driving hours regulations away from home, the driver shall be paid a living away from home allowance, as described in Schedule 1 Table B for each night away.

When a driver is paid a living away allowance, this allowance is inclusive of meal allowances.

### **14.2 Side Loader Allowance**

Where an employee is required by the Company to drive a side loader attached they shall be paid an allowance in accordance with table B of schedule one (1).

### **14.3 Meal Allowance**

An employee required to work overtime for two hours or more after working ordinary hours must either be supplied with a meal or paid the amount specified for a meal allowance in table of B of schedule 1. This allowance shall not be payable in relation to any day where an employee is also entitled to a living away from home allowance.

### **14.4 Dangerous Goods**

Where Applicable, employees shall be entitled to a dangerous goods allowance in accordance with the provisions of clause 16.1(d) of the *Road Transport & Distribution Award 2010*.

14.5 Employees are not entitled to any additional allowances other than those referred to within this clause.

## **15. Superannuation**

15.1 The company will from the date of the Agreement make superannuation contributions to the Transport Workers Union default fund or a fund nominated by the employee. The superannuation contribution will be not less than that required under the Superannuation Guarantee (Administration) Act 1992.

## **16. Personal / Carers Leave & Compassionate Leave**

- 16.1 Employees, other than casuals, shall be entitled to personal /carers leave in accordance with the NES. In summary, the NES provide for an accrual of 10 days per annum as paid personal leave for full time employees. The employee's entitlement will accrue based on their ordinary hours of work.
- 16.2 Personal/Carers leave is leave taken;
- a) because the employee is not fit for work due to personal illness or injury; or
  - b) to provide care or support for a member of the employee's immediate family or house hold, who requires care and support due to;
    - i) a personal illness or injury affecting the member; or
    - ii) an unexpected emergency affecting the member.
- 16.3 Employees shall be entitled to compassionate leave in accordance with the National Employment Standards. In summary, the Standard provides for up to two days leave per occasion on the death or life-threatening illness or injury of a member of the employee's immediate family or household.
- 16.4 In order to access personal/carers leave or compassionate leave employees must comply with the following notice and evidence requirements;
- a) In order to obtain personal/carers leave or compassionate leave an employee must notify their supervisor as soon as practicable and inform them of the expected duration of their absence. It is expected that employees will contact their supervisor at least 1 hour prior to their scheduled starting time.
  - b) Employees accessing personal/carers leave or compassionate leave shall be required to provide such evidence of the need to take leave as the Company may reasonably require. In relation to personal/carers leave this shall generally include a medical certificate where an employee is absent for two or more consecutive days or if requested by a supervisor.

## **17. Annual Leave**

- 17.1 Employees, other than casuals, are entitled to annual leave in accordance with the NES. By way of summary, the NES provides that full-time employees will be entitled to twenty days annual leave for each completed twelve months service. Such leave shall accrue based on the employee's ordinary hours of work.
- 17.3 Employees who terminate lawfully will receive pro-rata payment for unused annual leave.
- 17.4 Annual Leave will be approved on a mutually agreed basis between management and the employee. While the Company will not unreasonably refuse an employee's request to take annual leave it will generally require it to be taken outside of the Company's peak periods. As far as possible employees must make any request to take annual leave at least 1 month in advance of the intended period of leave.
- 17.5 It is generally expected that employee's accrued annual leave will not exceed 40 days (8 Weeks). Accordingly employees are to nominate their proposed leave dates prior to their accrued leave exceeding 30 days, and should generally take such leave before the accrual exceeds 40 days.

## 17.6 Excessive Leave

If the Company has genuinely tried unsuccessfully to reach Agreement with an employee as to the timing of taking annual leave, the Company can require the employee to take annual leave by giving not less than four weeks notice of the time when such leave is to be taken if:

- a) at the time the direction is given, the employee has eight weeks or more annual leave accrued; and
- b) the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

## 17.7 Annual Leave Loading

During a period of annual leave an employee will receive a loading of 17.5% calculated on the ordinary rate of pay contained in table A of schedule 1. Annual leave loading is payable on leave accrued and taken.

## 17.8 Additional leave for Shift Workers

The definition of a shift worker for the purpose of the additional weeks leave under the NES shall be in accordance with that contained within the Road Transport & Distribution Award 2010. Accordingly it shall be a seven day shift worker who is regularly rostered to work on Sundays and Public Holidays.

## 18. Long Service Leave

- 18.1 Employees will be entitled to Long Service Leave in accordance with the NES or relevant state legislation.

## 19 Public Holidays

- 19.1 The following 10 days shall be public holidays for the purpose of this Agreement, in accordance with the NES;

- 1) 1 January (New Year's Day);
- 2) Australia Day
- 3) Labour Day
- 4) Good Friday;
- 5) Easter Monday;
- 6) 25 April (Anzac Day);
- 7) Western Australia Day
- 8) the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- 9) 25 December (Christmas Day);
- 10) 26 December (Boxing Day);

- 19.2 In addition to the days specified in Clause 19.1 any days which as a result of the terms of the NES would also be public holidays shall be public holidays for the purpose of this Agreement.
- 19.3 If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day that would otherwise be a public holiday because of Clause 19.1, then the substituted day or part day is the public holiday, in accordance with the NES.
- 19.4 The company employees may agree to substitute another day for any public holiday prescribed in the NES. For this purpose the consent of the majority of affected employees will constitute agreement.

## **20. Clothing**

20.1 Clothing will be issued annually consisting of five (5) shirts, five (5) pairs of trousers and five (5) pair of socks. One jacket or jumper (light or heavy), one pair of steel capped safety footwear and one hard hat will be issued upon commencement and replaced on a new for old basis.

### **20.2 Prescription Safety Glasses**

Employees may participate in the company's Safety Glasses Program (reimbursement of glasses costs) which may change from time to time on the undertaking that:

- a) A prescription for spectacles (new or renewal) is at the employee's cost.
- b) The company's optometrist is always used for make up of spectacles.
- c) Spectacles are made up on standard company frames.

## **21. Flexibility**

21.1 Staff may operate equipment to demonstrate work practices or to assist with emergencies.

21.2 Mechanics may drive vehicles for the purpose of road testing.

21.2 There will be no demarcations other than those arising from individual level of skills. The parties will work together to develop the skills required by employees for the business.

21.3 Starting and finishing times may be varied with not less than 48 hours notice, to satisfy work demands, without penalty.

21.4 Computerised documentation and delivery management systems will be operated as required.

## **22. Personal Protective Equipment**

22.1 Failure to wear the supplied personnel protective equipment whilst performing duties requiring the same may be sufficient cause for termination of employment.

- 22.2 All drivers accept that the use of on-board safety devices, truck computers or GPS may become part of their day to day operations.

### **23. Maintenance**

- 23.1 Where requested, employees will carry out maintenance work within their ability.

### **24. Customer Service**

- 24.1 Drivers will not cause the closure of a product receiver's operation by withholding the delivery of product. In event of a picket line, negotiations will take place between Chemtrans Pty Ltd and the Transport Workers Union of Australia, to ensure achievement of delivery.

### **25. Drivers Manual**

- 25.1 Drivers are accountable for the proper conduct of their duties as specified in the Chemtrans Drivers Manual which may change from time to time.

### **26. Annual Driver Training & Dangerous Good Re-Licensing**

- 26.1 Drivers attending annual driver training and dangerous goods training and re-licensing shall be paid at ordinary time rates. These events will normally be scheduled from Monday to Friday, however should Saturdays be required, normal time and time and half will apply. (Chemtrans will provide suitable courses during employment).
- 26.2 Chemtrans will assist drivers obtain other qualifications, eg upgrading driving license, deemed beneficial to the business. Written agreement from the State Manager will be obtained beforehand and payment or reimbursement of fees will be as per the written agreement between the employee and the Manager.

### **27. Use of Alcohol & Drugs**

- 27.1 All drivers will be subject to Drug and Alcohol testing in accordance with the Company's Drug and Alcohol Policy and Procedures both at the commencement of employment, as part of the Company's selection process and throughout their employment.

### **28. Consultation Regarding Major Change**

- 28.1 This term applies if the employer:
- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

*Major change*

- 28.2 For a major change referred to in paragraph (28.1)(a):
- a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - b) subclauses (28.3) to (28.9) apply.
- 28.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 28.4 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 28.5 As soon as practicable after making its decision, the employer must:
- a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- 28.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 28.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 28.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (28.2)(a) and subclauses (28.3) and (28.5) are taken not to apply.
- 28.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or

- b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain employees; or
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

28.10 For a change referred to in paragraph (28.1)(b):

- a) the employer must notify the relevant employees of the proposed change; and
- b) subclauses (28.11) to (28.15) apply.

28.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

28.12 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

28.13 As soon as practicable after proposing to introduce the change, the employer must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion—provide to the relevant employees:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
  - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

28.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

28.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

28.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (28.1).

## **29. Dispute Settlement Procedure**

29.1 Any dispute that an Employee may have with the Company (at Perth) about a matter arising under this Agreement, or the National Employment Standards (except for disputes related to reasonable grounds for refusal of requests for flexible working arrangements or additional unpaid parental leave) will, unless otherwise agreed, be dealt with as follows:

- a) In the first instance, an attempt will be made to resolve the matter at the workplace through discussions between the employee or employees concerned and the relevant supervisor and/or manager.
- b) If the matter remains unresolved, the Employee can refer it to more senior levels of management. The employee/s and employer may appoint a person or organisation to represent them in relation to the dispute.
- c) If the matter remains unresolved at the workplace level, a party to the dispute may refer the matter to Fair Work Commission.
- d) The Fair Work Commission may deal with the dispute in 2 stages. The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- e) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

*Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*

*A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

- f) At any stage in this process, either party may appoint, in writing, a representative of their choice to assist in the resolution of the matter.

29.2 While the parties are trying to resolve the dispute using the procedures in this term:

- a) normal work shall continue unless an employee has a reasonable concern about an imminent risk to his or her health or safety; and
- b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the employee to perform; or

(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

29.3 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

### **30. Individual Flexibility Agreement**

30.1 An employer and employee covered by this enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- a) the Agreement deals with 1 or more of the following matters:
  - 1) arrangements about when work is performed;
  - 2) overtime rates;
  - 3) penalty rates;
  - 4) allowances; and
  - 5) leave loading
- b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the employer and employee.

30.2 The employer must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

30.3 The employer must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the employer and employee; and
- c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
  - (i) the terms of the enterprise Agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (v) states the day on which the arrangement commences.

- 30.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 30.5 The employer or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - b) if the employer and employee agree in writing – at any time.

**31. Redundancy**

- 31.1 Employee entitlements in relation to Redundancy shall be in accordance with the NES and the incorporated Award provisions.

**32. Termination of Employment**

- 32.1 The Company will provide employees with written notice of termination of employment (or payment in lieu thereof) in accordance with *the Fair Work Act 2009*.
- 32.2 Accordingly, the Company may terminate the employment of a full-time or part-time employee by giving the period of notice specified in the table below:

Period of continuous service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 32.3 In addition to the notice in 34.2, Employees over 45 years of age with not less than two years' continuous service with the Company are entitled to receive an additional weeks notice.
- 32.4 The Employer may pay the Employee in lieu of all or part of the required period of notice, instead of giving the Employee that period of notice. Any amount paid in lieu of notice will be calculated in accordance with the NES.
- 32.5 Summary Dismissal
- The Employer may terminate the employment of the Employee without notice (or payment in lieu thereof) if it determines that an Employee is guilty of serious misconduct as per the Company's Policies and procedures. This may include failures to adhere to the 'Golden Rules',
- 32.6 Where an employee is dismissed for misconduct, the employee is only entitled to be paid up to the date of dismissal.
- 32.7 Notice of Termination by an Employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee

concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

**33. Service Pay**

- 33.1 In recognition of loyalty to the company, during the nominal term of this agreement Chemtrans will make a payment of \$1300.00 gross to each full time employee covered under this agreement who has completed 12 months continuous service with the Company as at 1 November each year. If at 1 November an employee has not completed 12 months service they shall receive a pro rata payment calculated based on their period of continuous service with the Company.
- 33.2 No part-payments will be made for employees leaving before 1 November of any year.

**34. SIGNATURES**

Executed by K&S Freighters representative:

Signature:  Date: 27 Feb 19

Signatory Name/Title: Peter O'Brien State Manager WA

Signatory Address: 3 Central Ave Hazelmere WA 6055

Authority to sign the agreement: The above person is authorised by the Company to sign the agreement on its behalf

---

Executed by a representative of the Employees covered by the Agreement:

Signature:  Date: 5-3-19

Signatory Name: Andrew Stewart

Signatory Address: 3 Central Ave Hazelmere WA 6055

Authority to sign the agreement: The above person is a bargaining representative in accordance with Division 3 of the Fair Work Act 2009 and will be covered by the agreement.

---



Executed by the Transport Workers' Union (Western Australian Branch) by their representative:

Signature:  Date: 12 March 2019

Signatory Name: Timothy Dawson, WA Branch Secretary

Signatory Address: Level 3, 82 Beaufort Street, Perth W.A. 6000

Authority to sign the agreement: The above person is authorised by the Transport Workers Union to sign the agreement on its behalf.

---

**For the Transport Workers' Union (Federal Office)**

Signatory  
Name: N.M. ~~McIntosh~~  
Nick McIntosh

Signatory  
Address: Loc 2, 388-390 SUSSEX ST., SYDNEY 2000

Basis of signatory's authority to sign the agreement: NATIONAL ASST. SECRETARY

15/3/19

**Schedule 1**

**Table A – Ordinary Rates of Pay**

Grade	From	The first full pay period on or after	From	The first full pay period on or after
		1/11/2018		1/11/2019
	Weekly	Hourly \$	Weekly	Hourly \$
<b>Grade 1</b>	979.49	25.77	999.08	26.28
<b>Grade 2</b>	1020.27	26.85	1040.67	27.38
<b>Grade 3</b>	1040.91	27.40	1061.73	27.95
<b>Grade 4</b>	1071.53	28.19	1092.96	28.76
<b>Grade 5</b>	1091.83	28.73	1113.66	29.31
<b>Grade 6</b>	1112.10	29.27	1134.34	29.86
<b>Grade 7</b>	1132.93	29.82	1155.59	30.42
<b>Grade 8</b>	1183.66	31.15	1207.33	31.77
<b>Grade 9</b>	1214.11	31.96	1238.39	32.60
<b>Grade 10</b>	1264.99	33.29	1290.29	33.96

**Table B - Allowances All Purposes**

Allowance	1/11/2018	1/11/2019
Sideloader	\$ 11.50 p/day	\$ 11.50 p/day
Long Distance Living Away	\$ 70.00 p/night	\$ 70.00 p/night
Meal Allowance Local Only (includes .33 hrs break)	\$ 22.00	\$ 22.00

**Table C - Casual Rates**

Ordinary Time	Applicable E.A. Rate plus 25%
Overtime	Table A rate, plus 10%, multiplied by the relevant overtime rate of either time and a half or double time