

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/163

TITLE: Maritime Container Services and TWU Employees Enterprise Agreement

I.R.C. NO: 00/1272

DATE APPROVED/COMMENCEMENT: Approved 27 April 2000 and commenced 1 January 2000

TERM: 3 years

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 28 July 2000

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF EMPLOYEES: It applies to employees eligible for membership of the TWU

PARTIES: Maritime Container Services Pty Limited -&- Transport Workers' Union of Australia, New South Wales Branch



Maritime Container Services Pty Limited

ACN 001 169 240

ENTERPRISE AGREEMENT JANUARY 1, 2000 TO DECEMBER 31 2002

(1) **TITLE**

This agreement shall be known as the Maritime Container Services and TWU Employees Enterprise Agreement.

(2) **ARRANGEMENT**

This agreement is arranged as follows :

PART A

1. Title
2. Arrangement
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(3) PURPOSE

The purpose of this agreement is to :

- . Enhance productivity and efficiency of the employer's operation.
- . Provide employees with access to more varied, fulfilling and better-paid jobs, and
- . Ensure that productivity improvements are an ongoing process and not limited to immediate targets.
- . Provide the Company's employees under this agreement with in-house and external training, in particular in association with it's Trucksafe programme.

(4) INCIDENCE AND DURATION

This agreement, the Award (as defined in Clause 18) and the documents noted in Clause 13, include all conditions of employment. Any matter not covered shall be addressed by the Settlement of Disputes Clause.

This agreement shall partially regulate the terms and conditions of employment previously regulated by the Transport Industry State Award, as varied during the nominal period of this agreement and thereafter until the agreement is varied or rescinded.

In this agreement to the extent of any inconsistency between the award and this agreement, this agreement shall prevail. The agreement shall operate from the first pay period on or after January 1, 2000, and shall remain in force for a period of three years unless varied or terminated earlier by the provisions provided within the New South Wales Industrial Relations Act, 1996.

Negotiation for a new agreement may commence after October 1, 2002 with a view to having in place a new agreement by January 1, 2003.

(5) NO EXTRA CLAIMS

It is a term of this agreement that the TWU and all employees bound by this agreement, will not pursue or take industrial action in support of any extra claims, award or over award, for the life of this agreement.



(6) COMMITMENT BY THE COMPANY

By entering this agreement, the employer hereby makes a commitment to :

- 6.1 The full-time employment of its employees and when unavailable, to use casual or part-time labour or contractors.
- 6.2 Ensure that all employees covered in this agreement by the Company shall be paid the appropriate rates of remuneration, wages and allowances, as set out in Part B of this agreement. In addition, the employer will apply all other conditions of this agreement.
- 6.3 Apply the relevant industrial laws, (including but not limited to Occupational Health and Safety) that govern the employment of all their employees.
- 6.4 The training of employees as required to increase safety and efficiency. The training includes, but is not limited to, driving and truck safety, general occupational health and safety, industrial relations and consultation and company policies and procedures, and includes training by DECA and other bodies and may be off-site or in-house.

Payment for training shall be as required by Clause 39.4 of the Award.
- 6.5 Provide any equipment required to adequately perform the task.
- 6.6 Provide work gear to permanent employees on an annual basis which includes two pairs of trousers or shorts, or one of each, three shirts and one pair of safety boots. Every two years the Company will provide one jacket and one raincoat.

(7) COMMITMENT BY THE EMPLOYEE

By entering this agreement the employee makes the commitment to

- 7.1 Work together with management in developing a culture of co-operation and on-going improvement.



- 7.2 Participate in the on-going process of productivity, improvement through consultation with all parties
- 7.3 Present themselves for work in clothing provided by the Company.
- 7.4 Keep the allocated vehicle in a clean condition inside and out.
- 7.5 Assist in loading and unloading of containers, as part of normal duties. Shipper/consignee to provide one other person to assist plus a forklift driver as a minimum requirement. Drivers are exempt from unloading/loading refrigerated containers.
- 7.6 Where practicable, notify the employer of any absence, including but not limited to, sick leave, within one hour of the normal starting time and indicate the expected duration of the absence.
- 7.7 Where practicable, employees will advise the employer on the day before of the unavailability to work overtime.

(8) SICK LEAVE

- 8.1 All weekly hire employees shall be entitled to five (5) days sick leave with pay during the first year of employment, provided an employee cannot claim such sick leave until the completion of three (3) months service in the first year.
- 8.2 All weekly hire employees are entitled to eight (8) days sick leave with pay for each additional year of service.
- 8.3 Employees may, for sick leave that accrues after 1st January, 2000, at the end of each calendar year take payment of accumulative sick leave, provided the employee maintains a credit of five (5) days, thereby reducing their sick leave entitlement. Accumulated sick leave will be paid out on March 30 each year and employees must indicate their intention to have sick leave paid out no later than March 1 each year. The first payout will thus occur on March 30, 2001 and annually thereafter.

(9) ROSTERED DAYS OFF

Provisions regarding Rostered Days Off and included in Part B and Part C, Wages & Allowances.



(10) PAYMENT OF WAGES

- 10.1 Employees whether weekly hire or casuals will be paid by electronic funds transfer overnight Wednesdays.
- 10.2 Overtime on Tuesdays will be paid on the following week.

(11) WORK COVERED BY THIS AGREEMENT

This agreement applies to any work the performance of which would render an employee eligible for membership of the TWU at the Employer's various locations.

(12) MEASURES TO INCREASE EFFICIENCY

The parties have agreed that in order to develop a more efficient and productive enterprise it is necessary to create a co-operative work environment and appropriate consultative mechanisms involving the Company, the Employees and the TWU.

(13) CONDITIONS OF EMPLOYMENT

Each employee and new employees covered by this agreement will receive a copy of the Drivers' Manual and Site Safety and Entrance Policy. These documents are part of the conditions of employment.

(14) SETTLEMENT OF DISPUTES

- 14.1 The parties have agreed that the following disputes settlement procedure shall apply :
- 14.1.2 The matter should first be discussed at the workplace level between the employee's TWU Delegate and relevant Management.
- 14.1.3 If the matter is not settled, discussions shall occur between the appropriate TWU official and Management.
- 14.1.4 If the matter is still not settled, it may be referred to the Industrial Relations Commission of New South Wales by either party to conciliate the matter.



- 14.6 Whilst the above procedure is being followed work will continue as directed, except in circumstances where employees have genuine concerns for their health and safety.
- 14.7 This dispute settlement procedure will apply to any dispute or claim (whether it arises out of the operation of this Agreement or not) as to the wages or conditions of employment of employees employed by the Company.

(15) SUPERANNUATION

The Company agrees to make contributions with respect to all its employees to the TWU Superannuation Fund or other complying fund, of an amount no less than required under the Superannuation Guarantee Levy or the Company's legal obligations.

(16) INCOME AND FINANCIAL PROTECTION

Each employee and new employee shall sign an Authority to Deduct From Wages Form. The form authorises the employer to deduct 1^{1/2} % of the appropriate wages applicable in Part B and C of this Agreement.

The Union will arrange for employees to join the Chifley Insurance Fund (a division of Lowe, Littmann, Bott Pty. Ltd., Brokers) and will deposit the appropriate amount in each employee account. The Company will forward one cheque on a monthly basis accompanied by individual employee details.

(17) TWU DELEGATE TRAINING

The TWU delegate or delegates shall be allowed and paid an aggregate of 5 days Trade Union Training in any year. An aggregate of a further five days may be agreed between the parties.

(18) INDIVIDUAL GRIEVANCE PROCEDURES

- 18.1 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.
- 18.2 The following procedures are to be adopted in the resolution of individual employee grievances :
- 18.2.1 The employee may, during the following process, have in attendance a representative of the Union if the employee so requests.

- 18.2.2 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 24 hours.
- 18.2.3 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 24 hours.
- 18.2.4 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.
- 18.2.5 Shall the grievance still remain unresolved, 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.
- 18.2.6 If the foregoing procedures fail to resolve the issue within a reasonable period, the grievance shall be referred to the Industrial Commission of New South Wales for resolution and such resolutions shall be binding on all parties.

While the above procedures are being followed normal work shall continue.

(19) DEFINITIONS

In this Agreement, unless the context otherwise requires :

"Award" means The Transport Industry (State) Award 1996" as it reads at the date of making this agreement.

"Employer" means Maritime Container Services Pty. Ltd.

"Employee" means any employee whose work is covered by this Agreement.

"TWU" means the Transport Workers Union of Australia, New South Wales Branch.

"Delegate" means an employee representative of the Transport Workers Union of Australia, New South Wales Branch.



ALLOWANCES:

Allowances will be as per the Transport Industry (State) Award



PART B**WAGES & ALLOWANCES - TRUCK DRIVERS**

(i) Wages will be as follows : 1.1.2000 1.1.2001 1.1.2002

WITH RDO	RATE A - \$ PER WK	RATE B - \$ PER WK	RATE C \$ PER WK
Transport Worker Grade Three	539.32	558.20	577.74
Transport Worker Grade Six	584.70	605.16	626.34
Transport Worker Grade Seven	605.78	626.98	648.92
Transport Worker Grade Eight	648.85	671.56	695.06

The above rates of pay are for those drivers having an RDO (one per month) which shall be at a mutually agreed time; provided that when an employee cannot be gainfully employed, the Company may instruct an employee to take an RDO.

(ii) 1.1.2000 1.1.2001 1.1.2002

WITHOUT RDO	RATE A - \$ PER WK	RATE B - \$ PER WK	RATE C \$ PER WK
Transport Worker Grade Three	567.70	587.57	608.13
Transport Worker Grade Six	615.47	637.01	659.31
Transport Worker Grade Seven	637.67	659.99	683.09
Transport Worker Grade Eight	683.00	706.91	731.65

The above rates of pay apply to those employees who, at 1.1.2000 do not get an RDO and new employees who have been informed prior to engagement they will not be entitled to an RDO.

NOTE:

In this part of the agreement, "Rate A", where it appears, refers to the rate of pay payable effective after 1.1.2000. Rate B refers to the rate of pay payable from the beginning of the first pay period to commence on or after 1.1.2001. "Rate C" refers to the rate of pay payable from the beginning of the first pay period to commence after 1.1.2002.

The above rates apply (adjusted to hourly rates) for overtime, paid leave of absence and superannuation



PART C

WAGES & ALLOWANCES - FORKLIFT DRIVERS

(i) Wages will be as follows :

	1.1.2000	1.1.2001	1.1.2002
WITH RDO (WAREHOUSE FORK DRIVERS)	RATE A - \$ PER WK	RATE B - \$ PER WK	RATE C \$ PER WK
Transport Worker Grade Three	548.37	578.53	598.78

The above rates of pay are for those drivers having an RDO (one per month) which shall be at a mutually agreed time; provided that when an employee cannot be gainfully employed, the Company may instruct an employee to take an RDO.

	1.1.2000	1.1.2001	1.1.2002
WITHOUT RDO (DEPOT FORK DRIVERS)	RATE A \$ PER WK	RATE B \$ PER WK	RATE C \$ PER WK
Transport Worker Grade Six	639.84	675.03	698.66

The above rates of pay apply to those employees who, at 1.1.2000 do not get an RDO and new employees who have been informed prior to engagement they will not be entitled to an RDO.

NOTE:

In this part of the agreement, "Rate A", where it appears, refers to the rate of pay payable effective after 1.1.2000. Rate B refers to the rate of pay payable from the beginning of the first pay period to commence on or after 1.1.2001. "Rate C" refers to the rate of pay payable effective after 1.1.2002.

The above rates apply (adjusted to hourly rates) for overtime, paid leave of absence and superannuation

Forklift drivers may apply for a further wage increase of 1.5% in the third year of the Agreement if working conditions have not improved from those applying as at January 2000.

(iii) **ALLOWANCES:**

Allowances will be as per the Transport Industry (State) Award

