

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/208

TITLE: Maritime Container Services and TWU Employees Enterprise Agreement

I.R.C. NO: IRC5/2578

DATE APPROVED/COMMENCEMENT: 31 May 2005 / 1 January 2005

TERM: 36

NEW AGREEMENT OR VARIATION: Replaces EA03/228.

GAZETTAL REFERENCE: 19 August 2005

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Maritime Container Services Pty Ltd, who fall within the coverage of the Transport Industry (State) Award.

PARTIES: Maritime Container Services Pty Ltd -&- the Transport Workers' Union of New South Wales

MARITIME CONTAINER SERVICES AND TWU EMPLOYEES ENTERPRISE AGREEMENT

I. 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

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Wages and Allowances

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 its Trucksafe programme.

4. Incidence and Duration

This agreement, the Award (as defined in Clause 20) 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.

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, 2005, 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 January 2, 2008 with a view to having in place a new agreement by March 1, 2008.

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 and Part C 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 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 as needs basis. Replacements will only issued upon return of previous uniform issue with the final decision for replacement resting with the Manager or the HR Department.

7. Commitment By the Employees

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. Uniforms must be well maintained, cleaned and a neat state of presentation must be adhered to at all times
- 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.
- 7.8 Drivers will endeavour to have start up & pre-trip checks completed and paperwork collected in a timely manner allowing the truck and driver to commence work as close as possible to the allocated start time.

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 occurred on March 30, 2001 and annually thereafter.
- 8.4 Appropriate medical evidence must be produced if a sick day is taken immediately before or after a public holiday or a weekend. Failure to produce the appropriate evidence under these circumstances may result in loss of pay. The required evidence must specify a reason for absence from work. Statements such as 'sick' or 'inability to attend' will not be accepted as reasonable explanations.

9. Rostered Days Off

Provisions regarding Rostered Days Off are included in Parts B, Wages & Allowances.

10. Payment Schedule & Payment of Wages

All parties to this agreement have agreed that the following payments, schedule and conditions will apply:

- 10.1 An increase of 1% superannuation that will become payable from the first pay period on or after January 1st 2005.
- 10.2 A further increase to the current rates of 2% that will become payable from the first full pay period in July 2005.
- 10.3 A further increase to the current rates of 2% that will become payable from the first full pay period in January 2006.
- 10.4 A further increase to the current rates of 2% that will become payable from the first full pay period in July 2006
- 10.5 A further increase to the current rates of 2% that will become payable from the first full pay period in January 2007
- 10.6 A further increase to the current rates of 2% that will become payable from the first full pay period in July 2007
- 10.7 A further increase to the current rates of 2% that will become payable from the first full pay period in January 2008

- 10.8 It is agreed that by January 2008 that pay rates set out in parts B & C of this agreement shall not exceed the equivalent award rate by more than 15%. The benchmark for the 15% difference will be measured between the award rate and the rate of pay as set down for employees with a Rostered Day Off. In the event that this occurs, pay rates will be capped at a margin of 15% until an increase in the award rates occurs.
- 10.9 Employees whether weekly hire or casuals will be paid by electronic funds transfer overnight Wednesdays.
- 10.10 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.

All employees agree to accept the company implementation of new technology into the workplace and to actively participate in the introduction of any technological changes without further claim to any additional payment.

Such technologies may include, but are not limited to, computerised vehicle scheduling, electronic data interchange, in-cab terminals, bar-coding and vehicle positioning systems.

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.

Employees are responsible to maintain their own fitness for work. This includes drug and alcohol impairment, fatigue, physical fitness, health and emotional well being. Employees may be required to undergo medical testing to determine their fitness for duty throughout the course of their employment.

14. Settlement of Disputes

The parties have agreed that the following disputes settlement procedure shall apply:

- 14.1 The matter should first be discussed at the workplace level between the employee's TWU Delegate and relevant Management.
- 14.2 If the matter is not settled, discussions shall occur between the appropriate TWU official and Management.
- 14.3 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.
- 14.4 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.
- 14.5 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 another complying fund, of an amount not less than required under the Superannuation Guarantee Levy or the Company's legal obligations as set out in 10.1 of this agreement.

16. Harassment & Workplace Bullying

MCS prohibits harassment of any nature and bullying in the workplace and has policies and procedures in place to reinforce this.

All parties agree to comply with relevant legislation and company policies by promoting an environment free from unlawful discrimination, bullying and harassment.

17. TWU Delegate Training

The Company and the TWU recognise that the introduction and implementation of relevant training is necessary to promote employee productivity, efficiency and compliance with legal obligations.

The Company is prepared to release elected Delegates to attend relevant training days during the life of this agreement. The TWU agrees to consult with the Company and reach agreement on the dates and details such training will be held.

It is agreed that these training days shall be no more than four (4) days for each depot or no more than eight (8) days for all depots in total, per annum

18. Individual Grievance Procedures

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.

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

- 18.1 The employee may, during the following process, have in attendance a representative of the Union if the employee so requests.
- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 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.
- 18.6 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. Blue Card

The Company and employees agree to participate in the induction and training process to achieve individual Blue Card or equivalent accreditation. Continued Company participation relies on the Blue Card's sole purpose as being a skill based training passport related to Occupational Health & Safety and that it gains accreditation with Workcover and widespread community acceptance and also to enhance specific site induction.

20. 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 will be as per the Transport Industry (State) Award

PART B

WAGES & ALLOWANCES - TRUCK DRIVERS

WEEKLY WAGES FOR TRUCK DRIVERS WITH RDO						
With rdo	July '05	Jan '06	July '06	Jan '07	July '07	Jan '08
Grade 3	637.87	650.62	663.64	676.91	690.45	704.26
Grade 6	691.53	705.36	719.47	733.86	748.53	763.50
Grade 7	716.47	730.80	745.41	760.32	775.53	791.04
Grade 8	767.40	782.74	798.40	814.37	830.66	847.27

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.

An employees normal starting and finishing times may be varied with 24 hours notice or less, where agreed to by both parties concerned, on a day to day basis. The Company is entitled to utilise the full span of ordinary working hours provided for in the award i.e.: starting times may range between 5 a.m. to 9.30 am. and therefore finishing times may range between 1.30 pm and 6 pm.

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

Allowances:

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

WEEKLY WAGES FOR TRUCK DRIVERS WITHOUT RDO						
Without rdo	July'05	Jan'06	July '06	Jan '07	July '07	Jan '08
Grade 3	671.43	684.85	698.55	712.52	726.77	741.31
Grade 6	727.93	742.49	757.34	772.49	787.94	803.70
Grade 7	754.19	769.27	784.66	800.35	816.36	832.68
Grade 8	807.80	823.96	840.43	857.24	874.39	891.88

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

An employees normal starting and finishing times may be varied with 24 hours notice or less, where agreed to by both parties concerned, on a day to day basis. The Company is entitled to utilise the full span of ordinary working hours provided for in the award i.e.: starting times may range between 5 a.m. to 9.30 am. and therefore finishing times may range between 1.30 pm and 6 pm.

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

Allowances:

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

PART C

WAGES & ALLOWANCES - CONTAINER PARK FORKLIFT DRIVERS

WEEKLY WAGES FOR CONTAINER FORKLIFT DRIVERS						
No RDO	July'05	Jan '06	July '06	Jan '07	July '07	Jan '08
Grade 1	667.79	681.15	694.77	708.67	722.84	737.30
Grade 2	690.21	704.02	718.10	732.46	747.11	762.05
Grade 3	705.98	720.10	734.50	749.19	764.18	779.46
Grade 4	719.45	733.84	748.51	763.48	778.75	794.33
Grade 5	754.45	769.54	784.93	800.63	816.64	832.98
Grade 6	771.38	786.80	802.54	818.59	834.96	851.66

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

An employees normal starting and finishing times may be varied with 24 hours notice or less, where agreed to by both parties concerned, on a day to day basis. The Company is entitled to utilise the full span of ordinary working hours provided for in the award i.e.: starting times may range between 5 a.m. to 9.30 am. and therefore finishing times may range between 1.30 pm and 6 pm.

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

Allowances:

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

SIGNED FOR AND ON BEHALF OF
Maritime Container Services Pty. Limited

Signature:

Name:

Title:

Common Seal of the Company

Witness:

Date:

SIGNED FOR AND ON BEHALF OF
Transport Workers' Union of Australia
New South Wales Branch

Signature:

Name:

Title:

Common Seal of the "Union"

Witness: