

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/228

TITLE: Maritime Container Services and TWU Employees Enterprise Agreement

I.R.C. NO: IRC3/3985

DATE APPROVED/COMMENCEMENT: Approved 22 August 2003/Commenced 1 January 2003

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/163

GAZETTAL REFERENCE: 5 December 2003

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of the Company engaged in any work where employees are eligible for membership of the TWU at the Company's various locations, 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

ENTERPRISE AGREEMENT
JANUARY 1, 2003 TO DECEMBER 31, 2004

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

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2. Arrangement
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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, including training in accordance with the requirements of TDT (Transport and Distribution Training) and Blue Card or equivalent where appropriate.

4. Incidence and Duration

This agreement, the Award (as defined in Clause 19) 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, 2003, and shall remain in force for a period of two 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 December 1, 2004 with a view to having in place a new agreement by March 1, 2005.

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 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 occurred on March 30, 2001 and annually thereafter.

9. Rostered Days Off

At present only company truck drivers who were employed by MCS prior to 01.01.2000 and wish to have RDO's are entitled to have RDO's. During the second year of this EBA the company will negotiate a more equitable RDO system. This negotiation may see that the introduction of shift work alternatives reduces the need for any RDO's.

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

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 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.

MCS arrange for employees to join Westpac Financial Services Fund 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 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 on which such training will be held and the details of the training.

It is agreed that such training days shall be no more than 4 days for each depot or no more than 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 and safety and that it gains accreditation with Workcover and widespread community acceptance as a replacement for 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	Dec.'02 rate	Jan '03	July '03	Jan '04	Jul '04
Grade 3	577.74	589.29	601.08	613.10	625.36
Grade 6	626.34	638.87	651.64	664.67	677.97
Grade 7	648.92	661.90	675.14	688.64	702.42
Grade 8	695.06	708.96	723.14	737.60	752.35

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. Ordinary hours of work will be 7 a.m. to 3.30 p.m. with some employees required to work either early or afternoon shift. Example - early shift may commence at 4 a.m. until 12.30 p.m. and afternoon shift may commence at 2 p.m. until 10.30 p.m. Shift allowances paid as per chart. See Appendix 1.

Employees may be transferred to shifts and the daily starting & finishing times may be changed by seven (7) days notice given by the employer to the employee or in cases where sudden or unforeseen circumstances make the change necessary by twenty four (24) hours such notice.

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 - No RDO					
Without RDO	Dec.'02 rate	Jan '03	July '03	Jan '04	July '04
Grade 3	608.13	620.29	632.70	645.35	658.26
Grade 6	659.31	672.50	685.95	699.67	713.66
Grade 7	683.09	696.75	710.69	724.90	739.40
Grade 8	731.65	746.28	761.21	776.43	791.96

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. Ordinary hours of work will be 7 a.m. to 3.30 p.m. with some employees required to work either early or afternoon shift. Example - early shift may commence at 4 a.m. until 12.30 p.m. and afternoon shift may commence at 2 p.m. until 10.30 p.m. Shift allowances paid as per chart. See Appendix 1.

Employees may be transferred to shifts and the daily starting & finishing times may be changed by seven (7) days notice given by the employer to the employee or in cases where sudden or unforeseen circumstances make the change necessary by twenty four (24) hours such notice.

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 - WAREHOUSE EMPLOYEES & 30 TO 60 T. FORKLIFT DRIVERS

Weekly Wages for 30 – 60+ Forklift Drivers & Warehouse Employees					
Without RDO	Dec.'02 rate	Jan '03	July '03	Jan '04	July '04
Grade 1	604.84	616.94	629.28	641.86	654.70
Grade 2	625.15	637.65	650.40	663.41	676.68
Grade 3	639.43	652.22	665.26	678.57	692.14
Grade 4	651.63	664.66	677.95	691.51	705.34
Grade 5	683.33	697.00	710.94	725.16	739.66
Grade 6	698.66	712.63	765.13	780.44	796.05

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. Ordinary hours of work will be 7 a.m. to 3.30 p.m. with some employees required to work either early or afternoon shift. Example - early shift may commence at 4 a.m. until 12.30 p.m. and afternoon shift may commence at 2 p.m. until 10.30 p.m. Shift allowances paid as per chart. See Appendix 1.

Employees may be transferred to shifts and the daily starting & finishing times may be changed by seven (7) days notice given by the employer to the employee or in cases where sudden or unforeseen circumstances make the change necessary by twenty four (24) hours such notice.

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 D

WAGES & ALLOWANCES - EMPTY CONTAINER PARKS FORKLIFT DRIVERS

Weekly Wages For Empty Container Forklift Drivers					
Without RDO	Dec '02 rate	Jan '03	July '03	Jan '04	July '04
Grade 1	604.84	616.94	629.28	641.87	654.70
Grade 2	625.15	637.65	650.41	663.42	676.69
Grade 3	698.66	712.63	726.89	741.43	756.26
Grade 4	698.66	712.63	726.89	741.43	756.26
Grade 5	698.66	712.63	726.89	741.43	756.26
Grade 6	698.66	712.63	726.89	741.43	756.26

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. Ordinary hours of work will be 7 a.m. to 3.00 p.m. with some employees required to work either early or afternoon shift. Example - early shift may commence at 4 a.m. until 12.00 p.m. and afternoon shift may commence at 2 p.m. until 10.00 p.m. Shift allowances paid as per chart. See Appendix 1.

Employees may be transferred to shifts and the daily starting & finishing times may be changed by seven (7) days notice given by the employer to the employee or in cases where sudden or unforeseen circumstances make the change necessary by twenty four (24) hours such notice.

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.....

APPENDIX 1:

Extract from the NSW Transport Industry State Award - Shift Work

"Early Morning Shift" shall mean a shift which commences at or after 4.00 a.m. and before 5.00 a.m.	12.5 % extra money
"Afternoon Shift" shall mean a shift which commences after 10.00 a.m. and at or before 4.00 p.m.	17.5% extra money
"Night Shift" shall mean a shift which commences after 4.00 p.m. and before 4.00 a.m.	30.0% extra money