

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/70

TITLE: Patrick Port Services (Seatons) Enterprise Agreement 2003

I.R.C. NO: IRC3/1361

DATE APPROVED/COMMENCEMENT: 13 March 2003

TERM: 28 October 2004

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/201

GAZETTAL REFERENCE: 2 May 2003

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Patrick Port Services Pty Limited who are engaged by the Company at 10A Grand Avenue, Camellia NSW 2142 and who fall within the coverage of the Transport Industry (State) Award and the Transport Industry Redundancy (State) Award

PARTIES: Patrick Port Services Pty Limited -&- the Transport Workers' Union of New South Wales

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Patrick Port Services (Seatons) Enterprise Agreement 2003

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1. TITLE

This Agreement shall be referred to as the Patrick Port Services (Seatons) Enterprise Agreement 2003.

2. PARTIES

This Agreement is made between Patrick Port Services Pty Limited ("Patrick" or "the Company") and the Transport Workers' Union of New South Wales ("TWU" or "the Union").

3. SCOPE

- 3.1. This Agreement will apply to all persons who are engaged by the Company at 10A, Grand Avenue, Camellia NSW 2142 in Sydney. The Company will issue a letter of appointment to those persons, specifying that the terms and conditions of employment are governed by this Agreement.
- 3.2. Nothing in this Agreement prevents the Company from extending or curtailing its operation in or beyond those operations.
- 3.3. This Agreement may not be varied other than in accordance with the provisions of the Act.
- 3.4. An employee of the Company shall perform any work as the Company may reasonably require including any function for which the employee is qualified including work of a higher or lower grade provided that the employee is remunerated in accordance with the Award and this Agreement.

4. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Transport Industry (State) Award and the Transport Industry – Redundancy (State) Award as in force at the time of commencement of this Agreement. In avoidance of any doubt, this Agreement excludes the application of any variations to those Awards made subsequent to the approval of this Agreement unless otherwise agreed between the parties. To the extent of any inconsistencies between this Agreement and the provisions contained in the Awards, this Agreement shall prevail. Where the Agreement is silent on any matter, the terms and conditions of the Awards, where they would apply to that matter, shall prevail.

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5. TERM OF AGREEMENT

- 5.1 This Agreement shall commence operation from the first full pay period on or after the day on which Commission approves it. The nominal expiry date of the Agreement shall be 28 October, 2004.
- 5.2 The parties have agreed to review the Agreement within twelve months of its implementation for an investigation of possible productivity measures that may be implemented within the life of the agreement. Any changes arising out of the review shall be in the form of a variation to the Agreement in accordance with sub-clause 3.2. The parties further agree that this Clause shall not be used in order to achieve a general pay increase.
- 5.3 This agreement will also apply to the drivers currently covered by the Patrick Port Services NSW Transport Drivers Enterprise Agreement when it expires effective 1st October 2003. At this time those employees will become party to this document until it expires.

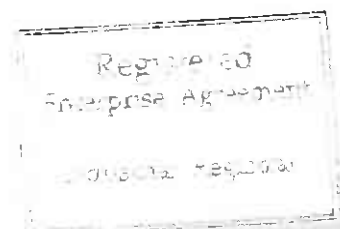
6. NO EXTRA CLAIMS CLAUSE

This Agreement and attached Schedules shall provide a complete and final resolution of all claims relating to terms and conditions of employment for all employees employed under the terms of this Agreement.

It is a condition of this Agreement that the Union and the employees covered by this Agreement will not pursue any extra claims relating to wages, conditions of employment, or any other matters related to the employment relationship, whether dealt with in this Agreement or not.

7. ANTI-DISCRIMINATION

- 7.1 It is the intention of the parties bound by this agreement to achieve the object in section 3(f) of the Act to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 7.2 It follows that in fulfilling their obligations under the disputes resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any



provision of the Agreement which, by its terms of operation, has a direct or indirect discriminatory effect.

8. PREVIOUS AGREEMENTS RESCINDED

- 8.1. This Agreement shall replace and rescind the Seatons Transport Agreement 2000.

9. CERTIFICATION AND OPERATION OF AGREEMENT

- 9.1. Subject to the approval of the Commission, this Agreement shall be approved in accordance with the Act.
- 9.2. Prior to implementation of this Agreement, the Company shall conduct pre-implementation discussions with all employees to ensure all employees are properly briefed and have a full understanding of its operation. There shall be no impediment to union attendance at these briefings. The parties shall meet on a regular basis during the life of the Agreement to ensure all clauses contained within the Agreement are implemented.
- 9.3. Nothing in this Agreement shall impede the process of ongoing change to continuously improve the viability, efficiency and productivity of the Company.
- 9.4. Schedule 1 provides procedures for preventing and settling disputes between the parties. It is recognised by the parties and all employees covered by this Agreement that the Avoidance of Disputes Procedure requires that any matter must firstly be raised by the employee or his/her delegate/representative at job level with his/her manager prior to referral to the Union or corporate Company management. No matter shall be processed in accordance with the Procedures unless it has firstly been genuinely addressed at site level and thereafter still remains unresolved.

10. INTENT

- 10.1 It is the intent of all parties to continue a fundamental and ongoing reform to the Company's employment arrangements and to encourage the development of world's best practice in all facets of the company's operations.
- 10.2 It is recognised by the Company that job security, career paths, potential high earning capacity, communication/employee involvement, cooperation, non discrimination, equal employment opportunity, equitable, transparent and safe employment arrangements and relationships are standards expected by

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Approved by the Commission
on 12/12/2000

- employees and the Union which the Company will strive to achieve at all times.
- 10.3 The Company's employees have rights and responsibilities and nothing within this Agreement shall be taken to diminish these in any manner. It is recognised by the employees and the Union that the employees role is to strive to deliver at all times the highest possible level of productivity and efficiency, flexibility, cost-effectiveness, technology based expertise, equipment care, stability and reliability.
- 10.4 The Union and employees also recognise that economic cycles, volume changes, gains and losses of business, revenue and cost variations and sub-standard performance can seriously impact upon the ability of the Company to achieve the standards expected by employees.
- 10.5 The Company's management has rights and responsibilities and nothing within this Agreement shall be taken to diminish these in any manner. For the avoidance of doubt, the Company at any time may determine which positions, structures and work practices shall exist and the manner in which employees placed by the Company to those positions and structures carry out their duties.
- 10.6 The Company acknowledges that employees may choose to be represented by the Union and its Officers appointed in accordance with the Union's rules.
- 10.7 The Company recognises the Transport Workers Union of New South Wales as the relevant union to provide coverage for the workplace/s covered by this Agreement. The Union and the Company recognise and acknowledge the need for a continuing climate of mutual co-operation to maximise the benefits of the working and employment relationships.
- 10.8 Employees subject to this Agreement shall be advised of the Union's representation on the site. Upon commencement of employment, each employee will be given suitable induction for the position they are appointed to and will have access to discussions with the Union site delegate and Management.
- 10.9 Each employee shall have access to a copy of this Agreement, which will be maintained in hard copy at the workplace and where available, via the Intranet.
- 10.10 An employee may authorise the Company in writing to deduct membership fees for the Union from their weekly pay and Patrick will remit such fees directly to the Union. All employees, to whom this Agreement applies, may elect to be covered by a Sickness and Accident Income Protection Plan, approved by the Union. It is a term of this Agreement that the company will deduct the agreed

amount from the gross weekly pay of each member and remit it to the nominated insurer to provide income protection.

- 10.11 Right of Entry and Inspection Powers under the Act shall apply.
- 10.12 The union may apply to the Company for paid leave for a delegate/s to attend training courses organised by Union with appropriate input from the Company. The Company shall not unreasonably withhold approval for such application whilst at the same time the Company reserves the right to withdraw from this arrangement should the extent, frequency or content of such courses exceed levels or nature of courses prevailing at the time of making of this Agreement.
- 10.13 An employee shall be required to be familiar with and to observe at all times, various Company policies and procedures that shall be consistent with this Agreement. The Union and all employees shall be advised of any intended change to Company policies and procedures prior to such change taking effect. Any concern over the intended changed policies and/or procedures shall be progressed through the Avoidance of Disputes procedure contained in Schedule 1.

11. ENTERPRISE EMPLOYMENT

- 11.1 The Company may select and recruit, at its discretion, in accordance with Company policies and procedures, any person from within or outside the existing workforce/s to fill a vacancy.
- 11.2 The Company will apply demonstrably objective, competency based recruitment, promotion and selection criteria in all facets of recruitment and selection processes and procedures. Any vacant position shall firstly be advertised internally. Appointments shall be based upon skills, competencies, performance, experience and any other relevant criteria. Where appropriate, the Company may consult with appropriate senior operational staff in the recruitment process.
- 11.3 As envisaged in the award, an employee covered by this Agreement may be employed as a full time, part time or casual employee.

12. CASUAL EMPLOYEES

Casual employees shall be paid in accordance with the Award calculated on the weekly rate of pay for full time employees contained in this Agreement.



13. LABOUR HIRE/EMPLOYMENT AGENCY EMPLOYEES

- 13.1 The Company may supplement the workforce with the use of people employed by a Labour Hire organisation or Employment Agency.
- 13.2 Whilst such employees are performing work that would otherwise be covered by this Agreement, the Company will seek to ensure that the Agencies provide those employees with the same wages and conditions contained in this Agreement.

14. UNIFORMS AND SAFETY EQUIPMENT

- 14.1 Each employee will be issued with and wear relevant company uniforms upon commencement of employment in a quantum established by the parties for each work area. Where uniforms have to be ordered they will be ordered upon an employees commencement and issued to the employee as soon as they become available. Any employee issued with company uniform must at all time whilst at work wear the uniform as prescribed by the company. Employees who fail to comply with this requirement will not be able to commence work until they comply with such.
- 14.2 It is the responsibility of each employee to clean and maintain all company supplied items.
- 14.3 Company supplied uniforms will be replaced on a fair wear and tear, one for one basis with employees being required to return any company supplied item in order to receive a new issue.
- 14.4 Clothing at all times remains the property of the Company and must be returned at the request of the company in a condition commensurate with reasonable wear and tear.
- 14.5 The Company shall supply, and employees shall utilise any safety equipment necessary for the performance of their duties. This includes items such as Safety Vests and Safety Footwear. These items will be replaced on a wear and tear, one for one basis.

15. EMPLOYEE CONCERNS AND REPRESENTATION

- 15.1 The Company acknowledges that an employee may choose to be represented by a Union delegate, a union official or by any other employee in dealing with workplace matters with the Company. The Union Branch Secretary shall advise the site manager in writing of the appointment of an employee as a delegate.
- 15.2 The Company recognises the right of the Union to appoint employees of the Company as Delegates and the right of such employees to represent their fellow employees in the workplace.

Such recognition is subject always to the employee concerned continuing to act in accordance with his/her contract of employment and the terms and conditions of this Agreement.

- 15.3 Subject to the process for bona fide safety issues as set out in sub-clause 15.4, such representation and discussions shall be held when necessary and with the approval of the Company at times that do not interfere with the normal operations of the Company. Unless otherwise agreed, the number of delegates or employee representatives involved in any such discussions shall not exceed two at any one time.
- 15.4 The delegate and/or employees shall always firstly attempt to resolve the issue with the immediate Manager. All Occupational Health and Safety issues shall be raised and progressed in accordance with clause 17.
- 15.5 If the matter is still unresolved following those discussions, the Manager shall liaise with site management and make arrangements for further appropriate discussions whilst all employees (including the Delegate/Employee Representative) continue with normal duties.
- 15.6 Providing the application of the foregoing is conducted in good faith and observed at all times, there shall be no loss of pay of the Delegate/Employee Representative during such discussions. Any dispute over the application of these arrangements shall be immediately processed in accordance with the Avoidance of Disputes Procedure set out in Schedule 1 of this Agreement.

16. COMMUNICATION AND PERFORMANCE REVIEWS

- 16.1. The Company shall establish a communication structure at each operation that each employee shall participate in. This will involve two separate processes. The first, an informal process, is to facilitate open discussion, consideration and understanding of Company activities and to enhance employee input into problem solving and decision-making processes. Secondly, employees shall be subject to ongoing individual performance evaluations and career planning reviews.
- 16.2. An employee shall be required to participate in performance appraisals conducted by Management. Such appraisals will be conducted with a view towards recognition of improved performance and/or to provide constructive and positive support such as additional training where areas for improvement are identified.
- 16.3. Any concern of an employee arising from the one on one confidential discussions may be referred to the Union for further

discussion in accordance with the Avoidance of Disputes Procedure set out in Schedule 1 of this Agreement.

- 16.4. Reviews shall be objective, transparent and based on practicable and measured mechanisms to deliver competency and enhance career paths, promote productivity and understanding of company policies, job satisfaction and communication within the enterprise.
- 16.5. The Company shall establish with each employee a formal confidential performance evaluation and career-planning program designed to best suit the circumstances and requirements of each individual employee. Whilst formal periodic reviews will be incorporated into the program for each individual employee, it shall be sufficiently flexible to provide mutual opportunity for ongoing informal input, counselling and review at any time.

17. OCCUPATIONAL HEALTH AND SAFETY AND REHABILITATION

17.1. Consistent with the general intention of this Agreement to facilitate and encourage the development of world's best practice in all facets of the Company's operations, all parties are committed to continuous improvement in occupational health and safety standards in the workplace.

17.2. In meeting these objectives, the parties have agreed to consider a broad agenda through the consultative processes established by this Agreement. Such an agenda will include:

17.2.1 Continuous review of work and management practices affecting the inter-relationship between efficiency, productivity and health and safety in the workplace.

17.2.2 Measures designed to increase efficiency that ensure safe and healthy operations and increased job satisfaction.

17.2.3 Training issues including hazard specific and health and safety systems training.

17.2.4 Management of occupational health and safety through a comprehensive approach that aims to control hazards at source, reduce the incidence and costs of occupational injuries and illnesses and to provide a rehabilitation system for injuries and illnesses that have occurred.

17.3. Consultative mechanisms will be maintained to address occupational health and safety issues:

17.3.1. The election of employee health and safety representatives to represent their fellow employees in respect of Occupational Health and Safety matters; and

- 17.3.2. An Occupational Health and Safety Committee shall exist and operate in accordance with the Occupational Health and Safety Act 2000 (NSW).
- 17.4. In addition to ensuring compliance with Occupational Health and Safety legislation and the Company's Safety Policies and Procedures, it is the intention of all parties to this Agreement to implement the best achievable level of health and safety within the Company's operations. Accordingly, should changes to occupational health and safety practices be considered necessary, such issues will be referred to the Occupational Health and Safety Committee for consideration and recommendation to Company Management.
- 17.5. The Company shall take immediate appropriate steps to introduce, within three months, a competency based Blue Card Induction Program for all existing and future employees and contractors.
- 17.6. The Company shall utilise a licensed Blue Card Training Provider, resourced by it from such internal or external resources, as it considers most appropriate.
- 17.7. Accredited Occupational Health and Safety training shall be maintained for members of the Occupational Health and Safety Committee.
- 17.8. The parties understand and accept the chain of responsibility for safe working practices. The Company shall observe all statutory regulations in this regard at all times.
- 17.9. The possession of, partaking of, or being under the influence of alcohol or non-prescriptive drugs is not permitted during working time, including meal breaks. All employees shall comply with the Company's Drug and Alcohol Policies and Procedures including relevant testing.

18. TRAINING

- 18.1. Where the Company requires an employee to obtain a licence, trade certificate or other qualification, the Company shall pay the normal costs of such licence, trades certificate or qualification. The Company may appoint either management or external workplace assessors.
- 18.2. Training will be provided as determined by the Company and may include external or suitably qualified employee trainers. Employees may elect to attend additional training courses, as approved by the Company, conducted by an external organisation during "out of hours" periods or through the taking of accrued leave entitlements.

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- 18.3. The intent of the Company is to enable each employee to contribute in accordance with operational requirements towards the improved efficiency, reliability and competitiveness of the Company's operations and to realise their career potential, consistent with operational requirements.
- 18.4. The Company will provide vocational training for employees that is consistent with the relevant Industry Training Package and will continue to develop and deploy other training in accordance with operational requirements.
- 18.5. Competency based training and education, including related processes such as the use of standards and assessment may be utilised for a variety of purposes, including selection and recruitment, entry level training, skill enhancement, skill refreshment or re-assessment, promotional opportunities and the formal recognition of skills previously obtained but not recognised for new and existing employees.
- 18.6. Competency based training involves both structured training and practical work experience to obtain full competency and proficiency and may be delivered in the classroom or on the job, or through a combination of both. The Company may, at its discretion, develop or maintain qualified workplace trainers and assessors.
- 18.7. As part of their normal duties, experienced employees may be required to assist in the training of others by monitoring and coaching their work during the gaining of practical experience. The Company may utilise external registered training organisations and/or qualified training personnel as required.
- 18.8. Vocational training and education may be offered to employees as part of a formal training plan determined by the Company relative to operational requirements or on application by an employee. In determining access to workplace training the Company will have regard to the principles of fairness and equity. In all cases, the Company shall have the right to determine who is trained and to what extent.

19. CHANGE AND CONTINUOUS IMPROVEMENT

- 19.1. The parties are committed to pursue all opportunities to adopt the world's best practices through modern technology and continuous improvement to all aspects of Company operations.
- 19.2. The Company having made a decision that it intends to proceed with any significant change shall advise the Union and employees of the nature of the change, the reason for it, the timing of it, and any other relevant information. The Company shall comply with the provisions of the Occupational Health and Safety Act 2000 (NSW).

The Company shall consider any views or advice from the Union or employees in relation to the proposed change. However, this consultation shall not give cause for any delay to the implementation of the change nor shall there be any obligation on the Company to obtain the Agreement of the Union or employees to change.

- 19.3. Where, subject to the provisions of this clause, the Company exercises its rights to implement significant change in the workplace and the employees and the Union disagree with that decision and implementation of the change, subject to there being no stoppage of work or rejection of implementation of the change, the Union may refer the matter in dispute to Commission in accordance with the Avoidance of Disputes Procedure set out in Schedule 1 of this Agreement.

20. JOB MANNING AND WORK PRACTICES

- 20.1. The Company shall determine levels of staffing, daily manning, equipment and methods of operation which may be varied from time to time by the Company to reflect changes consistent with safe work practices, improved technology, and new types of machinery or systems or for any other reason.
- 20.2. The Company shall employ casual employees having recognition to award sub-clause 9.3 providing this is applied by parties in a flexible manner for valid purposes related to the nature of the operations and other considerations such as seasonal fluctuations.

21. REMUNERATION

- 21.1. The Company will increase existing wage rates by 8%, upon certification of this Agreement, retrospectively to 1 January 2003 for all hours worked.
- 21.2. Employees currently covered by the Patrick Port Services NSW Transport Drivers Enterprise Agreement which expires 1st October 2003 will receive an 8% pay increase effective the first full pay period in October 2003.
- 21.3. Meal allowance shall be paid in accordance with the award at the rate of \$10.00 per occasion.
- 21.4. Payment for all employees will be made weekly into a nominated financial institution. Payment will be made on the same day each week except in weeks commencing with a Monday public holiday for pay staff in which case payment shall be effected one day later than normal. Where practicable, pay advice shall be issued to the employee on the same day that bank transfer of wages occurs.

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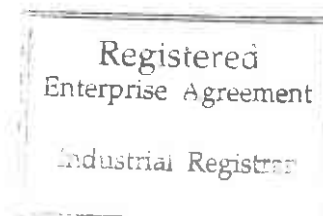
- 21.5. An employee may nominate a fixed amount of his/her payment to be deposited each week into one account with the balance deposited into another such account. Such election for a two-account structure and the amount of deduction may not be altered, once made, for a period of 12 months unless otherwise agreed.
- 21.6. Employees may designate a portion of their salary (excluding past accrued entitlements), which shall be paid directly into their superannuation scheme as a voluntary contribution, in accordance with relevant legislative arrangements. An employee shall make an election on 1 July each year on how they wish the annual benefit to be allocated. The election shall take effect on or about 10 September each year and shall remain in force for a 12-month period, unless otherwise agreed.

22. SUPERANNUATION

- 22.1 Superannuation will be paid in accordance with the Superannuation Guarantee Scheme.
- 22.2 The agreed superannuation funds are:
 - o ASGARD Employee Superannuation Account
 - o TWU Superannuation Fund

23. WORKING ARRANGEMENTS

- 23.1. The timing and taking of meal and rest breaks shall be arranged between each employee and management in a manner designed to maximise productivity. At the time of commencement of this Agreement, the shift start time shall normally be 6 a.m.
- 23.2. Rostered days off (RDO's)
 1. All full time employees shall accrue two hours per week towards one rostered day off each four week period.
 2. RDO's will accrue for a period of one calendar year.
 3. At the first pay period in December of each year all employees with a bank of greater than four RDO's will have their accrued RDO's reduced to a maximum of four RDO's and be reimbursed for the reduced RDO's in that pay week.
 4. Full time employees may be directed to take one RDO in time of company emergency. Eg Truck Breakdown.
 5. Employees shall give the company seven days notice of their intention to take RDO's.



SCHEDULE 1 - AVOIDANCE OF DISPUTE PROCEDURE

- a. Subject to the provisions of the NSW Industrial Relations Act 1996, the following mechanism and procedure must be used for the resolution of any dispute (including potential dispute) arising in the workplace.
- b. This procedure applies to any dispute between an employee and the employer in respect of any employment matter. The procedure applies to a single employee or to any number of employees.
- c. The parties agree that it is in the interest of all parties to resolve disputes and grievances in the most timely and efficient manner possible. It is therefore agreed that as soon as is practicable after the dispute or claim has arisen, the employee/s will refer the issue directly to their immediate supervisor, affording them reasonable opportunity to remedy the dispute or claim.
- d. If the matter remains unresolved, or is of such a nature that a direct discussion between the employee/s and their immediate supervisor would be inappropriate, the employee will refer the matter to the next level of supervision or management as appropriate.
- e. If the matter remains unresolved at this stage the employee may seek assistance in resolving the matter from a Union delegate or a representative of their choice. The employee and their representative should take the matter up directly with the appropriate level of management.
- f. A reasonable time frame will be permitted for management to investigate the matter and respond to the employee/s, and unless a valid reason exists to do otherwise, an initial response shall be provided within forty-eight hours of the matter being raised in (e) above.
- g. If after discussion between the Company and the employee/s and their representative, the matter remains unresolved after the parties have genuinely attempted to achieve a resolution, either party may refer the matter to Commission.

h. Pending the completion of the procedure set out in this clause, the parties shall continue in accordance with this Agreement without interruption. Where a dispute arises over the lawful exercise of the managerial prerogative, and it is not resolved within a reasonable time and effort within the Agreement, pending resolution of the matter, the parties shall continue in accordance with this Agreement, pending resolution of the matter and the alteration of the Commission. Where the above does not apply, the parties shall continue in accordance with this Agreement.

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expressed and acknowledged Agreement pending resolution of the matter

- i. Discussions at any stage of this procedure will not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it take a reasonable period of time for the appropriate response to be made.

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SCHEDULE 2 - DEFINITIONS

In this Agreement:

"Act" means the Industrial Relations Act 1996 (NSW)

"Award" means the Transport Industry (State) Award and/or the Transport Industry – Redundancy (State) Award.

"Union" means the Transport Workers' Union of New South Wales

"Commission" means the New South Wales Industrial Relations Commission

"Company" means Patrick Port Services Pty Limited

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