

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/10

**TITLE:** P&O Trans Australia (NSW) Ltd Enterprise Agreement 2003

**I.R.C. NO:** IRC3/6219

**DATE APPROVED/COMMENCEMENT:** 24 November 2003

**TERM:** 34

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 13 February 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 22

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees of P&O Trans Australia (NSW) Ltd located at 1890 Botany Rd, Botany NSW 2036 who are engaged in the transport and repair streams or in the classifications of Transport Facility Worker; Transport Worker Grades 1-3; Container Park Worker Grades 1-3; and Container Park Tradesperson Grades 1-3, who fall within the coverage of the Transport Industry (State) Award and the Metal, Engineering and Associated Industries Award

**PARTIES:** P&O Trans Australia (NSW) Pty Ltd -&- The Australian Manufacturing Workers' Union, NSW State Office, Transport Workers' Union of New South Wales

# THE P&O TRANS TRADE & TRANSPORT ENTERPRISE AGREEMENT 2003

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### **1. Title**

This Enterprise Agreement between P&O Trans Australia (NSW) Ltd and the Transport Workers' Union of New South Wales and the Australian Manufacturing Workers' Union, New South Wales Branch shall be referred to as the P&O Trans Australia (NSW) Ltd Enterprise Agreement 2003 and subject to the approval of the Industrial Relations Commission, shall be registered as an Enterprise Agreement pursuant to the NSW *Industrial Relations Act 1996*.

### **2. Application & Parties Bound**

2.1 This Agreement shall be binding on:

2.1.1 P&O Trans Australia (NSW) Ltd;

2.1.2 the Transport Workers' Union of New South Wales ;

2.1.3 the Australian Manufacturing Workers' Union, New South Wales Branch; and

2.1.4 employees of P&O Trans Australia (NSW) Ltd engaged in the Transport and Repair Streams or as a Transport Facility Worker employed in the classifications contained in clause 11 - Classification Structure of the Agreement.

Employed within the Container Park at P&O Trans Australia (NSW) Ltd, 1890 Botany Road, Botany, New South Wales 2036.

### **3. Definitions**

#### 3.1 In this Agreement:

3.1.1 Agreement means this Agreement and those previous Agreements whether registered or not between the Company and the TWU and the AMWU.

3.1.2 The Company means P&O Trans Australia (NSW) Ltd at 1890 Botany Road Botany, New South Wales, 2036

3.1.3 TWU means the Transport Workers' Union of New South Wales.

3.1.4 AMWU means the Australian Manufacturing Workers' Union, New South Wales Branch

3.1.5 Employees means employees employed in the transport and repair streams or as a Transport Facility Worker employed within the Classification Structure of the Agreement who but for the Agreement would be covered by the Transport Award or the Metals Award, respectively.

3.1.6 Transport Award means the Transport Industry (State) Award.

3.1.7 Metals Award means the Metal, Engineering and Associated Industries Award 1998

3.1.8 Operations means the container park owned and operated by the Company at 1890 Botany Road Port Botany NSW 2036 Botany New South Wales

3.1.9 OH&S Act means the *Occupational Health and Safety Act 2000*.

3.1.10 Commission means the Industrial Relations Commission of New South Wales.

3.1.11 Transport Facility Worker

means employees who but for the Agreement would be employed under the terms of the Transport Award in accordance with clause 48.22 or 48.2.3 of that award.

3.1.12 Transport Stream means employees who but for the Agreement would be employed under the terms of the Transport Award.

3.1.13 Repair Stream means employees who but for the Agreement would be employed under the terms of the Metals Award

3.1.14 FFPP means first full pay period.

3.1.15 Blue Card means the safety initiative for the Transport, Distribution and Intermodal industry, based upon the Transport and Distribution Certificate incorporating the competency TDT F1 97B.

### **4. Intention**

4.1 The parties to this Agreement are committed to providing to Company clients a reliable Container Park at Botany and acknowledge and accept the need for continuous improvement in all aspects of the Company's operations.

4.2 The parties have achieved an Agreement which ensures a safe, reliable, efficient and competitive service through:

4.2.1 effective management responsibility;

- 4.2.2 a flexible and skilled workforce;
  - 4.2.3 incorporating a training program which will enhance employee prospects of achieving career goals as opportunities arise;
  - 4.2.4 having recognised Company objectives of servicing client requirements in a cost effective manner; and
  - 4.2.5 being committed to maintenance of work standards and ongoing productivity improvements.
- 4.3 This agreement was not entered into under any duress by any party to it.

### **5. Objective**

- 5.1 This Agreement shall:
- 5.1.1 provide a complete and final resolution of all matters relating to the Company's Operations and employment arrangements for permanent, part-time and casual Employees in the Company;
  - 5.1.2 be read in conjunction with the terms of the Metals and the Transport Awards, and in the event of any inconsistency, the terms of this Agreement shall take precedence over the Awards.
  - 5.1.3 supersede any other Award / Agreement / Memorandum of Understanding / Exchange of Correspondence, or work practices/arrangements, written or unwritten, which applied prior to the introduction of this Agreement.

### **6. Term of Agreement**

- 6.1 This Agreement shall be effective from the date it is approved by the Commission and shall continue until 1 September, 2006.
- 6.2 It is the intention of the parties to re-negotiate this agreement prior to the nominal expiry date.

### **7. Commitment of the Parties**

- 7.1 The parties recognise that it is essential to achieve a spirit of trust and co-operation between employer representatives and employee representatives as required within the overall intentions and objectives of this Agreement.

Work shall continue at all times in a safe manner in accordance with the agreed Avoidance of Disputes Procedure provided for in this Agreement.

- 7.2 The parties agree to jointly review both the implementation process and the success of the enterprise agreement on an on-going basis.
- 7.3 To ensure a safe and healthy workplace and that the provisions of the Workplace Health & Safety Act are observed, an Occupational Health & Safety Committee has been formed, the Terms of Reference being in accordance with clause 8 of this Agreement.

### **8. Site Consultative and Safety Committee**

- 8.1 The site consultative and safety committee has two functions:
- 8.1.1 site consultation with the Company on behalf of all Employees; and
  - 8.1.2 safety within the Operation.

## 8.2 Site consultation

8.2.1 The objectives of the Site Consultative Committee are to:

- 8.2.1.1 increase employee contributions in the decision making process;
- 8.2.1.2 to focus attention on the requirements of customers and the needs of employees;
- 8.2.1.3 to improve Operation productivity;  
through communication, information-sharing and consultation.

8.2.2 The Consultative Committee is to hear reports from employee and management members on a range of issues and to discuss and resolve by consensus matters of mutual interest and make recommendations to the Company, where appropriate.

## 8.3 Safety

8.3.1 Management and all employees shall take all appropriate measures to ensure a safe and healthy working environment prevails in accordance with the OH&S Act, the rules and procedures detailed in the Sydney Haulage Containers Limited Safety Policy and Procedures Manual.

The Safety Committee has been established in accordance with the OH&S Act. Accordingly this clause shall be read in conjunction with the OH&S Act.

8.3.2 The objectives of the OH&S committee are to:

- 8.3.2.1 promote the involvement of all employees in the maintenance of a safe working environment;
- 8.3.2.2 ensure safety practices and procedures are maintained and comply with statutory requirements;
- 8.3.2.3 ensure appropriate emergency procedures exist in all work locations;
- 8.3.2.4 provide training necessary to support occupational health and safety;
- 8.3.2.5 ensure appropriate procedures are maintained for the reporting and review of all lost-time injuries and situations likely to be hazardous to a safe working environment.

8.3.3 The functions of the OH&S committee are to:

- 8.3.3.1 keep under review the measures taken to ensure the health, safety and welfare of persons at Operation;
- 8.3.3.2 investigate any matter that may be a risk to health and safety at the Operation;
- 8.3.3.3 attempt to resolve the matter but, if unable to do so, to request an investigation by an inspector for that purpose;
- 8.3.3.4 such other functions as are prescribed by the regulations of the OH&S Act.

## 8.4 Committee Composition

8.4.1 The Committee shall consist of representation from various groups, all of whom shall be Employees, and shall not exceed the following numbers:

5 General Members	-	elected by fellow employees
		1 Surveyor
		2 Tradesmen/Repairers
		1 Clerk
		1 Forklift Driver
3 Management Members	-	including Manager
		(or his/her nominee)

8.4.2 Each general member shall be elected by a ballot of fellow employees from their respective areas and shall hold office for a period of 12 months, with no limitations on the number of terms.

8.4.3 Members will need to be flexible in their approach to changes proposed and be prepared to offer constructive ideas on how to make changes.

8.4.4 The composition of the committee meets the requirements of the OH&S Act.

## 8.5 Committee Procedures

8.5.1 The Committee will agree on procedures and rules for the planning and conduct of meetings, specifically:

8.5.1.1 when meetings will be held, meetings will be held at least once every 3 months, providing the chairperson and convener of the committee may call a meeting at any time who will chair the meetings;

8.5.1.2 who will take the notes or minutes of the meetings, minutes will be kept of all meetings;

8.5.2.3 minutes and records from all meetings shall be kept by the employer, providing members of the committee have access to all records and minutes;

8.5.1.4 copies of minutes of meetings shall be displayed in a prominent place in the Operation for all Employees to read;

8.5.1.5 who will issue the notes or minutes;

8.5.1.6 who will draw up and issue the agenda;

8.5.1.7 how long items will remain on the agenda;

8.5.1.8 processes by which decisions are made; and

8.5.1.9 alternate representation.

## 8.6 Resources

8.6.1 The Committee shall have access to facilities necessary to fulfil their responsibilities including meeting facilities, telephones, typing, filing and photocopying.

8.6.2 The Committee may request the assistance of other employees of the Company on specific issues on the agenda.

8.6.3 The Committee may co-opt other persons to attend Committee Meetings.

8.6.4 The Committee may, with approval from the Manager, engage outside advisers and consultants.

## 8.7 Confidentiality

8.7.1 Committee members accept that some information may be regarded as commercially or industrially sensitive and therefore must be treated as confidential.

8.7.2 Every effort shall be made to make available as much information as possible for the effective resolution of issues.

8.7.3 Members will respect the need for confidentiality of information from time to time.

## 8.8 Training

8.8.1 The Committee shall attend an agreed joint training course to prepare them to work effectively within the Committee.

8.8.2 Training prescribed in 8.1.1 will be provided within 3 months of an employee becoming a committee member.

## **9. Service Levels / Productivity**

9.1 It is the intention of this Enterprise Agreement to focus on the objective to provide service levels, equipment and technology sufficient to enhance the Company's container park operations so that Ship Operators, the Railways, Marine Container Terminal Operators and Importers/Exporters can enjoy satisfactory efficiency and productivity levels.

Accordingly, the following are the objectives over the progressive implementation of the Enterprise Agreement;

9.1.1 to ensure employees have the opportunity to work in a safe and healthy working environment;

9.1.2 to ensure the Company's operations are managed efficiently and effectively in the best interests of its employees;

9.1.3 to satisfy the requirements of customers through the provision of reliable, efficient and competitive service levels;

9.1.4 to provide employees with the opportunity to make contributions to decisions affecting themselves, their work and their working environment;

9.1.5 to provide good employee relations and avoid industrial disputation through increased communication, information sharing and consultation;

9.1.6 to assist all employees to accept the responsibility and accountability of their role with the Company; and

9.1.7 to provide career paths for employees through the acquisition of skills and more flexible work practices in keeping with the operational requirements of the Company.

## **10. Work and Management Practices**

10.1 The parties agree to co-operate positively with a view to implementing measures to enhance:

10.1.1 the efficiency of the operation; and

10.1.2 an Employee's access to more varied, fulfilling and better paid jobs.

10.2 The planning, direction and control of the Company's operations are essentially the function of management, however employees will have the opportunity to make contributions to decisions affecting themselves, their work and their working environment.

- 10.3 There shall be no interference with the Management's rights to manage its operations effectively and economically, having consideration for the safety, welfare and workload of its employees.
- 10.4 Operations and equipment levels shall be determined by the Company to meet demands, having consideration for necessary safety standards.
- 10.5 Employees are required to be available for and to carry out during the course of a shift, any function or mix of functions for which they are qualified in accordance with the operational needs and the classification structure of this Agreement.

If an employee performs work of a higher grade he/ she shall be paid for the work performed at that higher grade at the rate of pay applicable to that grade in accordance with clause 13.3 - Wages of the Agreement.

- 10.6 The Company may conduct continuous operations during rest breaks at any time.
- 10.7 The Company may, from time to time require that employees undertake medical fitness examinations.  
  
Employees must participate in such programs at no cost to themselves. Such programs shall only be undertaken to ensure the health and safety of employees.
- 10.8 In the event that an employee is unable to continue to perform those functions within his/ her classification level due to an injury or illness then the Employee, the Company and the TWU, if required by the Employee, shall examine the appropriate options for that individual.

10.9 The Company will determine which employees are to be trained for particular functions or elevated/promoted or appointed to particular functions. Should an employee not be chosen for training for which he/ she has applied, he/ she has the right to have the application discussed at the next meeting of the Consultative Committee, however the Company retains the right to make the final decision on the matter, however this does not alter the employees' right to have the matter dealt with in terms of the Personal Grievance procedure contained in clause 23 - Personal Grievance Procedure of the Agreement.

- 10.10 Employees will attend work promptly without any delay at the shift start time and will promptly resume work at the conclusion of the meal break.
- 10.11 Employees will not leave the job or site during work time except in agreed circumstances with the approval of their supervisor. If an Employee leaves for safety reasons the Employee will advise the supervisor upon their departure and return.
- 10.12 Day workers may be transferred to shift work 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. Regard will be given to the requirements of the relevant anti discrimination legislation.
- 10.13 Employees will keep equipment of which they have control in a clean and safe condition. Employees are also responsible to maintain work areas in a similar condition.

### **11. Classification Structure**

- 11.1 The principal objectives of the classification structure are to improve efficiency, quality and productivity and to provide employees with opportunities for career development and equitable reward.
- 11.2 The intention of the classification structure is to:
  - 11.2.1 change the focus from narrow classifications to broadly based functions based on skill categories associated with work activity;
  - 11.2.2 improve productivity, quality and the capacity to accommodate and enhance productive flexibility;

- 11.2.3 change in emphasis from having a job to being able to upgrade skills by training, education and advancing through a career structure, including the development, by training, of interpersonal communications tasks;
  - 11.2.4 change in work organisation and structure incorporating revised supervisory levels and the development of a team approach for completing tasks; and
  - 11.2.5 acceptance of greater responsibility by employees for work quality.
- 11.3 The classification structure within the Company is based on:
- 11.3.1 Transport stream;
  - 11.3.2 Repair stream (Trade/Non Trade); and
  - 11.3.3 Transport Facility Worker
- as defined in clause 3 of the Agreement
- 11.4 To ensure the appropriate levels of flexibility within the structure, employees, subject to training, will be able to perform duties within their stream and/or across the streams i.e. cross-skilling and multi-skilling.
- 11.5 The Employees, as defined, employed within the transport stream, as defined, shall be classified in one of the following grades.
- 11.5.1 Transport worker grade 1
    - 11.5.1.1 An employee with limited Container Park and/ or Forklift experience holds a 24C Forklift licence, licenced to drive forklift trucks up to 10 tonne capacity.
    - 11.5.1.2 Responsibilities
      - To be capable of lifting and handling containers in a safe efficient manner and driving a vehicle to deliver and pick up containers from adjacent terminals and parks.
    - 11.5.1.3 Skills not limited to:
      - (i) ability to understand written and verbal instructions in English and carry these out in accordance with level of skill obtained;
      - (ii) operation of forklift up to 16 tonne capacity;
      - (iii) operation of truck to deliver and pick up full and empty containers; and
      - (iv) perform tasks as directed for which the employee is suited or has been trained.
    - 11.5.1.4 Performance will be measured by the:
      - (i) Ability to carry out duties as directed, in a safe efficient manner with no damage to equipment, containers or buildings.
      - (ii) Ability to accept direction of others.
      - (iii) Adherence to company safety and environment policy.

11.5.2 Transport worker grade 2

An employee with some Container Park and/ or Forklift experience and holds a Class 19 licence, and is licenced to drive forklift trucks.

11.5.2.1 Responsibilities

To be capable of handling containers in a safe efficient manner, familiar with client container stack locations, rank and repair bay procedure. Capable of driving a vehicle or being trained to drive a vehicle to pick up full and empty containers and assisting with mechanical and/ or other functions.

11.5.2.2 Skills not limited to:

- (i) ability to understand written and verbal instructions in English and carry these out in accordance with level of skill obtained;
- (ii) operation of any forklift.;
- (iii) operation of truck to deliver and pick up full and empty containers;
- (iv) perform basic mechanical tasks or assist with more complex tasks; and/ or
- (v) perform basic clerical functions including the use of computer keyboards; and
- (vi) perform tasks as directed for which the employee is suited or has been trained.

11.5.2.3 Performance will be measured by:

- (i) ability to carry out duties as directed, in a safe efficient manner with no damage to equipment, containers or buildings;
- (ii) ability to accept direction of others;
- (iii) application of mechanical and/ or clerical skills; and
- (iv) adherence to company safety and environment policy.

11.5.3 Transport worker grade 3

11.5.3.1 An employee with good experience in Container Park and/ or Forklift experience and holds a Class 19 licence, and is licenced to drive any forklift holding a C Class license and holding some mechanical and/ or office skills, including computer keyboard work and also operates in a supervisory role.

11.5.3.2 Responsibilities

To handle containers both on the rank and in the repair bays, deliver and pick up full and empty containers, by truck, perform more complex mechanical and/ or clerical procedures.

11.5.3.3 Skills not limited to:

- (i) be able to understand written and verbal instructions in English and carry these out in accordance with level of skill obtained;
- (ii) operation of any forklift;

- (iii) hold supervisory and man management skills;
- (iv) operation of truck to deliver and pick up full and empty containers;
- (v) perform more complex mechanical tasks and/ or
- (vi) perform clerical tasks requiring contact with clients, preparation of paperwork and use of computers;
- (vii) perform tasks as directed for which the employee is suited or has been trained.

11.5.3.4 Performance will be measured by:

- (i) ability to carry out duties as directed, in a safe efficient manner with no damage to equipment, containers or buildings;
- (ii) ability to accept direction of others;
- (iii) application of mechanical skills and/ or;
- (iv) application of clerical and computer keyboard skills, accurate processing of paperwork and liaison with clients;
- (v) adherence to company safety and environment policy.

11.6 Employees, as defined, employed within the repair stream, as defined:

11.6.1 Container Park Worker 1

11.6.1.1 An employee with no training or experience in the container park industry who performs basic labouring, engineering, container repair or process type work.

11.6.1.2 Responsibilities

To become familiar with the basic container repair techniques and layout of the repair facility so as to be able to assist repair personnel.

11.6.1.3 Skills not limited to:

- (i) ability to understand written and verbal instructions in English and carry these out in accordance with level of skill obtained;
- (ii) ability to identify tools and materials required for and to perform basic cleaning and repair tasks;
- (iii) ability to work under direct supervision either individually or in a team environment;
- (iv) labouring and cleaning functions;
- (v) routine and repetitive engineering and repair functions;
- (vi) basic storage and distribution functions;
- (vii) responsibility for won work subject to appropriate training and regular supervision;
- (viii) responsibility for the housekeeping of their own area of work; and

- (ix) perform tasks as directed for which the employee is suited or has been trained.

11.6.1.4 Performance will be measured by:

- (i) ability to accept directions from others;
- (ii) ability to undertake basic tasks to the satisfaction of leading hands at the end of a three month period; and
- (iii) adherence to company safety and environment policy.

## 11.6.2 Container Park Worker 2

11.6.2.1 An employee who has completed the training stipulated for a Container Park Worker 1 and is undertaking training to perform duties above and beyond that of a Container Park Worker 1.

### 11.6.2.2 Responsibilities

To perform basic container repair tasks commensurate with experience and to perform work beyond the level of a Container Park Worker 1. Typically, and employee in this grade works under direct supervision, either individually or in a team environment.

Understands and undertakes basic quality control procedures including the ability to recognise basic quality deviations / faults.

Responsible for the quality of own work subject to regular supervision and for the housekeeping of their own work area.

### 11.6.2.3 Skills not limited to:

- (i) ability to understand written and verbal instructions in English and carry these out in accordance with level of skill obtained;
- (ii) ability to use a variety of hand tools;
- (iii) performance of basic welding and thermal cutting tasks;
- (iv) intermediate repair of containers using written, spoken, diagrammatic instructions in a container repair work bay environment;
- (v) basic spray painting;
- (vi) basic servicing of container repair equipment;
- (vii) operation of mobile and other equipment including licensed equipment;
- (viii) familiarity with safety equipment available and ability to utilise it appropriately in relation to the task;
- (ix) ability to identify materials and tools required to perform a wide range of repair actions; and
- (x) Performance of tasks as directed for which the employee is suited or has been trained.

- 11.6.2.4 Performance will be measured by:
- (i) ability to carry out duties as directed;
  - (ii) quality and productivity;
  - (iii) ability to accept direction of others;
  - (iv) application of basic repair techniques appropriate to training received; and
  - (v) adherence to company safety and environment policy.

11.6.3 Container Park Worker 3

11.6.3.1 An employee who has completed the training stipulated for a Container Park Worker 2 and is undertaking training to perform duties above and beyond that of a Container Park Worker with the ability to use oxy welding equipment.

11.6.3.2 Responsibilities

To perform work above and beyond the skills of an employee at Container Park Worker 2 and to the level of the employee's training.

11.6.3.3 Skills not limited to:

- (i) ability to understand written and verbal instructions in English and carry these out in accordance with level of skill obtained;
- (ii) competence with air, power and hydraulic tools;
- (iii) ability to exercise quality control on own work;
- (iv) ability to work under routine supervision either individually or in a team environment;
- (v) exercise of discretion within the employee's level of skill and training;
- (vi) basic inventory control;
- (vii) operation of hand trolleys, forklift trucks and pallet trucks;
- (viii) ability to measure accurately;
- (ix) ability to assist on or more tradespersons;
- (x) welding which requires the exercise of knowledge of skills above a Container Park Worker 2; and
- (xi) perform tasks as directed for which the employee is suited or has been trained.

11.6.3.4 Performance will be measured by:

- (i) ability to accept direction of others;
- (ii) application of sound repair techniques with minimal quality defects, and in timely fashion appropriate to the level of skills and training of the employee; and

- (iii) Adherence to company safety and environment policy.

#### 11.6.4 Container Park Tradesperson 1

11.6.4.1 An employee, who is a tradesperson, who holds a trade certificate or Tradesperson Rights Certificate in one of the following engineering streams: electrical / electronic, mechanical or fabrication structures and is able to exercise the full skills and knowledge of that trade, including those skills incidental and peripheral to that trade.

#### 11.6.4.2 Responsibilities

To perform a wide range of container repairs at a level above and beyond the skills of a Container Park Worker 3 to the extent of the employees skills and training.

#### 11.6.4.3 Skills not limited to:

- (i) ability to understand written and verbal instructions in English and carry these out in accordance with the level of skill obtained;
- (ii) holding skills held by a Container Park Worker 3;
- (iii) ability to work from complex instructions and procedures;
- (iv) co-ordinates work in a team environment or works individually under general supervision;
- (v) responsibility for assuring the quality of own work; and
- (vi) ability to perform tasks as directed from which the employee is suited or has been trained.

#### 11.6.4.4 Performance will be measured by:

- (i) ability to accept direction from others;
- (ii) application of sound repair techniques with minimal quality defects in a timely fashion at a level above and beyond those of lower levels in line with the employee's level of skills and training; and
- (iii) adherence to company safety and environment policy.

#### 11.6.5 Container Park Tradesperson 2

11.6.5.1 A tradesperson who holds a Trade certificate in one of the following engineering streams: electrical / electronic, mechanical or fabrication structures and who works at a level beyond that of a base tradesperson.

#### 11.6.5.2 Responsibilities

To carry out container repairs by exercising skills and knowledge to produce desired quality and efficiency.

#### 11.6.5.3 Skills not limited to:

- (i) skills held by a Container Park Tradesperson 1;
- (ii) understands all container repair techniques and applies the most efficient technique to the job;

- (iii) exercises quality control on own work and that of others;
- (iv) exercises good interpersonal and communication skills;
- (v) performs work under limited supervision either individually or in a team environment;
- (vi) operates lifting equipment incidental to the work;
- (vii) performs non-trade tasks incidental to the work; and
- (viii) ability to inspect work to ensure conformity with established standards.

11.6.5.4 Performance will be measured by the:

- (i) application of sound repair techniques such that minimal quality defects occur and that the job be undertaken in the most time efficient manner available;
- (ii) ability to interact with and direct other repair staff and management; and
- (iii) adherence to company safety and environment policy.

#### 11.6.6 Container Park Tradesperson 3

11.6.6.1 A tradesperson who holds a Trade Certificate in one of the following engineering streams: electrical / electronic, mechanical or fabrication structures and who works at a level beyond that of a base tradesperson with good experience in repair of steel and reefer containers including repair of fibreglass.

11.6.6.2 Responsibilities

To carry out container repairs by exercising skills and knowledge to produce desired quality and efficiency.

11.6.6.3 Skills not limited to:

- (i) ability to understand written and verbal instructions in English and carry these out in accordance with level of skill obtained;
- (ii) skills held by a Container Park Tradesperson 2;
- (iii) knowledge of tank inspection cleaning and repair procedures;
- (iv) adherence to company safety and environment policy;
- (v) perform tasks as directed for which the employee is suited or has been trained.

11.6.6.4 Performance will be measured by the :

- (i) the application of sound repair techniques of a more complex and difficult nature such that minimal quality defects occur and that the job be undertaken in the most time efficient manner;
- (ii) ability to interact with and direct other repair staff and management to improve repair techniques and procedures;
- (iii) ability to adhere to company safety and environment policy.

- 11.6.7 The Employees, as defined, employed as a Transport Facility Worker, as defined, shall be classified in accordance with the definitions in the Transport Award in clause 48.22 and 48.23.

## 12. Labour Flexibility

- 12.1 The Company may direct an employee to carry out those duties identified and agreed between the parties as being within the limits of the employee's skills, competence and training consistent with the revised classification structure provided that such duties are not designed to promote de-skilling. In addition, employees may be required to perform duties at a lower level within the classification structure.
- 12.2 Any direction issued by the employer pursuant to this clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment. To this end, employees shall perform work within their skill and competence.
- 12.3 It is not the intention of the Company to in any way reduce the role Employees through labour flexibility. The clause is designed to assist the company in circumstances where employees are unable to perform their specific role.

Where such circumstances arise the company also reserves the right to utilise suitably qualified staff to perform the work in question to ensure its customers' needs are met. Where possible, this will follow discussions with the appropriate delegate or their representative. Agreement shall not be unreasonably withheld.

## 13. Wage Rates

- 13.1 Employees who have agreed rates of pay outside the wage schedule in sub-clause 13.3, at the time of making the Agreement will not be disadvantaged by the making of the Agreement.
- 13.2 Employees described in sub-clause 13.1 will have applied to their rate of pay increases equivalent to and in line with the increases applied to the wage schedule in sub-clause 13.3 of the Agreement.
- 13.3 Subject to 13.1, the following schedule provides rates of pay for employees employed under this Agreement :

Classification	FFPP on or after 1 Sep, 2003 per week	FFPP on or after 1 Sep, 2004 per week	FFPP on after 1 Sep 2005 per week
Transport Worker 1	\$703.31	\$731.44	\$760.70
Transport Worker 2	\$751.06	\$781.09	\$812.34
Transport Worker 3	\$790.24	\$821.85	\$854.72

Classification	FFPP on or after 1 Sep, 2003 per week	FFPP on or after 1 Sep, 2004 per week	FFPP on or after 1 Sep, 2005 per week
Container Park Worker 1	\$511.95	\$532.44	\$553.73
Container Park Worker 2	\$561.05	\$583.49	\$606.83
Container Park Worker 3	\$617.15	\$641.83	\$667.51
Container Park Tradesperson 1	\$657.72	\$684.02	\$711.38
Container Park Tradesperson 2	\$757.41	\$787.70	\$819.22
Container Park Tradesperson 3	\$813.51	\$846.05	\$879.90

Classification	FFPP on or after 1 Sep, 2003 per week	FFPP on or after 1 Sep, 2004 per week	FFPP on or after 1 Sep, 2005 per week
Transport Facility Worker (1)	\$585.89	\$609.32	\$633.69
Transport Facility Worker (2)	\$599.13	\$623.09	\$648.02

- 13.4 The rates set out are for ordinary hours of work.
- 13.5 A leading hand allowance of \$25 per week shall be paid to employees performing the duties of a leading hand in addition to the above rate. Subject to 13.1 this allowance shall not count for all purposes of the Agreement or the Transport or Metals Awards.
- 13.6 Employees from other P&O sites may be required to work at the Company from time to time. In such cases the employee will retain their rates of pay from their originating site when working at the Company.

#### **14. Hours of Work**

- 14.1 The following new arrangements shall be read in conjunction with the relevant clauses of the Awards, however in the event of any conflict the terms of this Agreement shall prevail.
- 14.1.1 Hours of work are as agreed between the parties to the Agreement.
- 14.1.2 Ordinary hours of work shall not exceed 7.6 hours per day Monday to Friday between the span of hours of 5.00 am to 6.00 pm except for staff working on Railway Siding whose hours of work shall be between the span of hours of 6.00 am and 6.00 pm according to operational requirements.
- 14.1.3 A meal break of 45 minutes will be taken between the hours of 12.00 noon and 2:00pm Monday to Friday.
- Fork truck drivers are to ensure that the meal break is staggered to permit a minimum of 2 drivers being available to work the rank only, during this period. By staggering this meal break an Employee may have a meal break outside the period 12:00noon and 2:00pm.
- 14.1.4 The practice of set crib breaks for yard employees is abolished. However a rest break may be taken between the hours of 7.00am and midday on a staggered basis and must not disrupt the throughput of the yard. If work is disrupted the Foreperson may instruct an Employee when to take his/her rest break.
- 14.1.5 Personal wash-up time may be taken only at the completion of ordinary hours of work or at the end of overtime as applicable.
- 14.2 Shift work shall be worked in accordance with the Metals Award or the Transport Award which ever is appropriate.

#### **15. Overtime**

- 15.1 Overtime shall be paid in accordance with the provisions of the Metals Award or the Transport Award which ever is appropriate.

#### **16. Use of External Contractors**

- 16.1 It is agreed between the parties that nothing contained in this Agreement shall preclude the Company from entering into contractual arrangements / agreements to provide the following services:
- 16.1.1 servicing and maintenance of mobile equipment, plant, machinery and civil works;
- 16.1.2 cleaning, gardening and general upkeep of the facilities;
- 16.1.3 repair and cleaning of on-site containers using casual staff, lifting, receipts, and delivery of containers, and any clerical duties;
- 16.1.4 provision of security services;

- 16.1.5 engagement of sub-contractors to transport containers to and from the respective Marine Container Terminals and Rail Interchange Terminal.

### **17. Recruitment**

- 17.1 Promotional opportunities within the Company shall be offered to Employees where appropriate.
- 17.2 All employees shall have the same chance to compete for employment and career advancement on the basis of their skills, ability, knowledge and work record, that is, the merit principle.
- 17.3 Employees shall receive fair and equitable treatment in all aspects of employment as required by Equal Opportunity and Anti-Discrimination Legislation.

### **18. Training**

- 18.1 The company shall provide training that is consistent with:
- 18.1.1 the current and future skill needs of the business; and
  - 18.1.2 the need to develop vocational skills relevant to the business through courses conducted by appropriate educational institutions, training providers and internal instructors.
- 18.2 Training may be undertaken either on or off the job, provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay.
- 18.3 The Company upon production of evidence of expenditure on training approved in accordance with this clause shall reimburse any costs associated with standard fees for prescribed courses and prescribed textbooks incurred in connection with the undertaking of training. Provided that reimbursement of standard fees may be made at the completion of the prescribed course or annually, whichever is appropriate, subject to reports of attendance at such courses.
- 18.4 Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- 18.5 All training will be in accordance with operational requirements, taking into account future needs, new technology and a need to maintain and increase skills and job satisfaction.
- 18.6 All training shall be authorised by the Company. Without authorisation payment will not be received for training. The Company shall not unreasonably withhold such paid training leave.
- 18.7 The Company commits to training all existing Employees in Blue Card within six months from the commencement of the Agreement and new Employees within three months of their commencement with the Company.

### **19. Delegate Training**

- 19.1 Subject to the provisions of this clause a nominated delegate (currently two delegates per Union subject to this Agreement) may take part in union training and education without loss of ordinary time earnings.
- 19.2 Without limiting the generality thereof, union education and training shall include structured training under the direction of qualified training staff, conferences, meetings and/or workshops conducted by the Union or by external agencies approved by the Union which contribute to the employee's understanding of workplace issues and enhance the development of constructive relationships within the enterprise. This clause does not prevent the joint union/management training and education as agreed between the parties.
- 19.3 The manager shall not unreasonably withhold approval for an employee to attend union training and education as defined in 19.2 provided that the branch secretary forwards reasonable written notice

setting out the times, dates, venue and description of the union education and training and provided also, the operations of the Company are unlikely to be unduly effected by the employee's absence.

- 19.4 Unless otherwise agreed by the Manager, leave under this clause shall be limited to 12 days each year aggregate (to be shared between the delegates) and a further 4 days aggregate (to be shared between the delegates) by agreement.

## **20. Industrial and Protective Clothing**

- 20.1 Issue of industrial/protective clothing shall be subject to the following conditions.

20.1.1 Employees seeking a replacement issue of an item of industrial clothing on the grounds of loss, damage or theft shall submit a statutory declaration to the company setting out the facts and circumstances and in the event that it is agreed that a bona fide claim exists, the item will be replaced by the company at no cost to the employee.

20.1.2 Employees shall be entitled to the following clothing issue:

20.1.2.1 Compulsory Issue:

1 pair safety shoes/boots

1 set wet weather gear

1 pair safety/sunglasses

1 all purpose hat or cap

20.1.2.2 Company Issue

The Company shall issue the following gear on commencement with the company:

1 high visibility vest

1 pair earmuffs

20.1.2.3 Issue after Three Months (for new employees)

3 shirts

2 pairs shorts or trousers

2 pairs overalls (optional)

20.1.3 Items identified in this clause shall be replaced on a fair wear and tear basis.

20.1.4 When required to work at locations away from their usual or normal place of employment, employees will ensure that their personal industrial clothing, wet weather gear and safety gear is taken to that job by the employee concerned.

20.1.5 Separate industrial clothing/safety gear/wet weather gear will be issued as required for dirty jobs e.g. tank cleaning or in wet weather, for return upon completion of that work.

20.1.6 No employee shall be permitted to commence work or to continue working unless they are attired in appropriate work gear and safety equipment, as follows:

20.1.6.1 high visibility overalls and/or vests at all times;

20.1.6.2 safety boots - at all times;

20.1.6.3 the appropriate work gear and safety equipment as is required for the type of work.

20.1.7 In the event that an employee is directed to return home to collect the appropriate gear, they shall not be paid for the duration of the absence and work shall commence and/or continue during the employee's absence.

## **21. Meetings**

21.1 Employee meetings and employee meetings with the TWU/AMWU may take place in non-work time and the Company shall make available company premises for this purpose. Such meetings may only proceed beyond non-work time if prior authorisation is obtained from management. Without prior authorisation for extension into work time such time shall not be paid.

21.2 Union Meetings

Employees may attend approved union meetings. Providing prior written notice from the Union is given to the Company. Such notice shall be sufficient to organise operational requirements for that period and for the Company and Union to agree on a time and date for this meeting.

21.3 If this clause is not complied with employees shall receive a loss of pay. If employees do not provide proof of attendance to this meeting they shall receive a loss of pay.

## **22. Code of Conduct**

22.1 In any company there is a need for rules, regulations and standards to guide the organisation's operations towards the achievement of its goals and objectives.

22.2 Management has the responsibility of ensuring that employees are made aware of and fully understand their work responsibilities, the Company's rules and standards of conduct. Management must ensure that employees are given the opportunity to reach the standards expected of them.

## **23. Personal Grievances Procedure**

23.1 A personal grievance means any grievance that any employee may have against the Company because of a claim:

23.1.1 that the employee has been unjustifiably dismissed; or

23.1.2 that the employee's employment or one or more conditions thereof, is or are affected to the employee's disadvantage by some unjustifiable action by the Company.

23.2 Settlement of Personal Grievances

A personal grievance of any employee shall be settled with as much privacy and confidentiality as is practicable and an employee shall be free from retaliation using this procedure.

23.3 Submission of Grievance to Employer

Any employee who considers that they have grounds for a personal grievance may submit the grievance to their Supervisor or Manager.

The grievance shall be so submitted as soon as practicable after the grievance has arisen so as to enable the Supervisor or Manager to remedy the grievance rapidly and as near as possible to the point of origin.

23.4 Notice to Union

Where -

23.4.1 The grievance so submitted is not remedied by the Supervisor or Manager; or

23.4.2 The grievance is of such a nature that direct discussion between the employee and the Supervisor or Manager is regarded by the employee as inappropriate;

the employee may request the union to pursue resolution of the grievance.

#### 23.5 Discussion between Union and Employer

Where -

23.5.1 The union considers that the personal grievance has substance, it shall forthwith take the matter up with the Company with a view to reaching a settlement of the grievance.

#### 23.5.2 Failure to Reach Agreement

In the event that agreement or resolution of the grievance is not reached between the Company and the union, the parties agree to submit the matter to the Commission for conciliation.

### **24. Avoidance of Disputes Procedure**

24.1 Subject to the *New South Wales Industrial Relations Act 1996*, any dispute shall be dealt with in the following manner:

24.1.1 The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.

24.1.2 In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between the organiser of the Union and the workplace manager.

24.1.3 Should the dispute still remain unresolved the Secretary of the Union or a representative will confer with senior management.

24.1.4 In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales.

### **25. Sick Leave**

25.1 An Employee is entitled to sick leave in accordance with this clause and it is an obligation on Employees to use sick leave in a responsible manner.

#### 25.2 Entitlement

Employees have entitlement to 5 days sick leave (of ordinary time) in the first year and 8 days sick leave (of ordinary time) in the second and subsequent year.

#### 25.3 Payment

An employee will not receive a loss in pay providing:

25.3.1 the sick leave absence taken is one of the first three single day absences in each year (based on an employee's anniversary date);

25.3.2 any single day sick leave absence in any year after the first three single day absences for that year is supported by a doctor's certificate;

25.3.3 any sick leave absence of two or more days is supported by a doctor's certificate;

25.3.4 any absence, single or multiple days, taken before or subsequent to any other period of leave, public holidays and weekends must be supported by a doctor's certificate; and

25.3.5 the appropriate sick leave form is completed upon return to work.

25.4 Notification

25.4.1 An employee must provide 24 hours notification prior to the sick leave absence where possible. In any event an employee must notify their supervisor within one hour of the commencement of their absence.

25.4.2 An employee shall receive a loss in pay for the absence if they fail to provide notice in accordance with this clause unless it is not reasonably practical to do so, proof of which shall be the responsibility of the Employee.

**26. Contract of Employment**

26.1 The employment of a weekly or part-time employee employed under the transport stream may be terminated by the provision of notice in accordance with the following scale as contained in the *Workplace Relations Act 1996* on either side, which may be given at any time, or by payment by the employer or forfeiture by the employee of the equivalent pay in lieu of notice.

Employee's period of continuous service with the employer	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Note: Increase the period of notice required to be given by the employer by 1 week if the employee:

- a. is over 45 years old; and
- b. has completed at least 2 years continuous service with the employer.

26.2 The employment of a weekly or part-time employee, employed under the repair stream may be terminated by notice in accordance with the following scale as contained in the Metals Award. Any employee employed under the repair stream shall provide notice in accordance with the following scale as contained in the Metals Award.

Period of Service	Period of notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

Note: Increase the period of notice required to be given by the employer by 1 week if the employee:

- (a). is over 45 years old; and
- (b). has completed at least 2 years continuous service with the employer

26.3 Sub-clauses 25.1 and 25.2 shall not affect the right of the employer to dismiss an employee without notice in the case of an employee proven of misconduct.

**27. Signatories**

This agreement has been signed on the 23<sup>rd</sup> day of Sept 2003.

For and on behalf of P&O Trans Australia (NSW) Ltd

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Witness

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For and on behalf of the Transport Workers' Union of New South Wales

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Witness

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For and on behalf of the Australian Manufacturing Workers' Union,  
NSW Branch

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Witness

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