

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/197

TITLE: Mannway Logistics Pty Ltd - TWU Mannway Intermodal Terminal Villawood Agreement 2004

I.R.C. NO: IRC5/1229

DATE APPROVED/COMMENCEMENT: 17 March 2005 / 29 September 2004

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 19 August 2005

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Mannway Logistics Pty Ltd, located at Mannway Intermodal Terminal Villawood site, who fall within the coverage of the Transport Industry (State) Award.

PARTIES: Mannway Logistics Pty Ltd -&- Sakda Chaiyotburana, Stewart Craig, David Deith Jnr, Edison Ho, Mohammad Khan, Luciano Pontello, Mark Smith, Mac Thompson

MANNWAY LOGISTICS PTY LTD - TWU, MANNWAY INTERMODAL TERMINAL VILLAWOOD AGREEMENT 2004

1. Title

This agreement shall be known as the Mannway Logistics Pty Ltd - TWU Mannway Intermodal Terminal Villawood Agreement 2004 (the "Agreement").

2. Arrangement

1. Title
2. Arrangement
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Schedule B - List of Current Employees

3. Parties to the Agreement

The Agreement shall be binding on:

- (a) Mannway Logistics Pty Ltd (the "Company"); and
- (b) the Transport Worker' Union of New South Wales (the "Union"), its officers and members.
- (c) in the respect of the employees of the Company located at Mannway Intermodal Terminal Villawood site (whether members of the Union or not) whose employment is regulated by the Transport Industry (State) Award, as varied from time to time ("Employees").

4. Not to be Used as a Precedent

The Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other yard or enterprise of the Company.

5. Terms of Agreement

The Agreement shall take effect from the first pay period commencing on or after 29 September 2004 and shall remain in force for a period of three years.

The Agreement will continue to apply after it is expired until it is replaced by another agreement.

6. Relationship to Parent Award

The Agreement replaces in its entirety any predecessor agreements or arrangements and shall be read and interpreted wholly in conjunction with the Transport Industry (State) Award (the "Award") as varied from time to time provided that the Agreement shall prevail to the extent of any inconsistency with the Award.

7. Objectives

The primary objective of the parties is to assist the Company in providing a quality transport and logistics service that is responsive to the requirements of the Company's customers and is characterised by its safety, reliability, flexibility, quality and cost effectiveness. The parties aim to enhance the Company's ability to successfully operate in a competitive transport market.

The Agreement is intended to facilitate the creation of a work environment, which will encourage and support a skilled and committed workforce where teamwork, cooperation, full flexibility, effective work arrangements and employee development are priorities in achieving the business objectives.

8. Occupational Health and Safety

The parties are committed to preventing injury and illness by providing a safe and healthy working environment. All operations at the Mannway Intermodal Terminal, Villawood (the "Terminal") will be conducted in accordance with:

- (a) The Company's occupational health and safety policies; and
- (b) All relevant occupational health and safety legislative requirements.

It is a condition of employment that all Employees wear designated safety clothing and equipment whilst in the workplace.

Employees must comply with the Company's Drug and Alcohol policy that relates to the Terminal.

Employees must report to their supervisor or manager, all incidents, accidents and near misses regarding safety, environmental and operational issues as soon as they occur, or, as soon as practicably possible.

9. Communication and Consultation

Effective communication and consultation is essential in promoting a successful operation. The parties are committed to continuing to exchange information on performance and future direction for the Company and its various Logistic operations.

10. Training and Skill Development

The parties to the Agreement recognise the importance of training and development for all Employees as an investment in providing a viable customer orientated service.

The parties have agreed to a job classification structure for the Company's operations, which is outlined in Schedule A to the Agreement.

Competency assessment procedures will be utilised for accrediting employees to the appropriate competency standard and for recognition of current competency.

11. Recruitment and Promotion

The parties agree that in recruitment and promotion process, the best applicant should be the successful candidate. It is agreed that the final decision regarding recruitment and promotion remains with the Company and is at the Company's discretion.

Relevant selection tools will be applied to prospective candidates. These may include (but are not limited to);

Targeted Selection Interview:

Position Analysis Process Questionnaires; and

Medical examinations.

12. Hours of Work, Rosters and Meal Breaks

The conditions relating to hours of work, rosters and meal breaks will be in accordance with the terms of the Award.

13. Rostered Days Off

- 13.1 To enable greater levels of flexibility and efficiency within the Terminal operation, the use of the 38-hour week rostered day of ("RDO") will be modified and will operate as follows.
- 13.2 Rather than having access to one RDO every 4 weeks, employees will be given an allotment of 13 RDO's to apply over a 12-month period. This allotment will be granted on the 1 June, each year. The RDO's will be available to be taken by Employees as required, following the approval of the Terminal Manager.
- 13.3 Only one Employee will be allowed to take an RDO at any one time, unless unexpected emergency situations arise. The decision as to allow additional Employees to take an RDO on the same day will be at the sole discretion of the Terminal Manager.
- 13.4 Reasonable notice must be given by Employees to ensure a particular day is made available to them to take their RDO. There will be no guarantee that the day requested will be made available, however the more notice given by Employees the higher the likelihood that the particular day in question will be approved for the RDO.
- 13.5 The RDO's will be available to be taken on any day of the week, and will not be restricted to Mondays and Fridays. Depending on the operational requirements of the business it may not always be possible to have a Monday or a Friday as a RDO.
- 13.6 The decision to allow more than 1 RDO to be taken on any given month will be dependant on the operational requirements of the business and at the sole discretion of Company Management.
- 13.7 Employees will be given 2 opportunities each year to "cash in" their RDO entitlement. These dates will be given 2 opportunities each year to "cash in" their RDO entitlement. These dates will be the 30 June and the 30 November.
- 13.8 The rate at which RDO's will be cashed in will be at ordinary rates of pay.

13.9 Employees will not be able to accrue more than 13 RDO's at any one time. Any RDO's that an Employee has not used nor cashed 1 as of the 30 May each year will be automatically bought out by the Company at the ordinary rate of pay.

14. Rates of Pay

14.1 Current Employees

All current employees, that is, existing employees who transferred from Bluescope Steel ("Bluescope") to the Company (trading as Mannway Intermodal Terminals) ("Current "Employees") are listed at Schedule B to the Agreement and will be paid the grandfathered rates of pay listed in the Table below.

Table 1

Classification	Current rate of pay \$	Rate first full pay period after 29/09/04 \$	Rate first full pay period after 29/09/05 \$	Rate first full pay period after 29/09/06 \$
Loading Operator	709.78	731.08	753.00	775.60

14.2 New Employees

All new employee, that is employees of the Terminal to whom the Agreement applies but who are not listed in Schedule B ("New Employees") will receive the rates of pay listed below in Table 2.

Classification	Grade	Rate first full pay period after 29/09/04 \$	Rate first full pay period after 29/09/05 \$	Rate first full pay period after 29/09/06 \$
Trainee	2 (562.50)	579.38	596.76	614.66
	3 (574.40)	591.63	609.38	627.66
	4 (584.80)	602.34	620.41	639.03
	5 (611.50)	629.85	648.74	668.20
	6 (618.20)	636.75	655.85	675.52
	6+ (618.20)	655.85	675.53	695.79
	3 (574.40)	591.63	609.38	627.66
	4 (584.80)	602.34	620.41	639.03
	5 (611.50)	629.84	648.74	668.20
	7 (638.50)	657.66	677.38	697.71
8 (680.00)	700.40	721.41	743.05	

14.3 In addition to the rates of pay outlined in Table 1 and 2 above, Employees will receive shift penalties in accordance with the Award.

14.4 Casual Employees

The Company reserves the right to use casual labour and/or Agency hire labour for duties including but not limited to peak workload periods, special work tasks and cover for RDO's, sick leave and annual leave. Casual employees will be paid as follows:

1. Casual employees will be paid for the appropriate classification specified in clause 14.2 of the Agreement and an additional 15% casual loading of such rate.
2. Casual employees will be paid an additional payment of 1/12th of their casual hourly rate in place of annual leave entitlements.

14.5 New Employee

Any new employees after reaching the skill set of the "Current Employees" will have the opportunity to receive equal remuneration as the "Current Employees" after a minimum 2 year period employed by Mannway, at the discretion of the company.

15. Preservation of Current Employees Entitlements

All transferred Annual Leave; Sick Leave, RDO and Long Service Leave entitlements of current employees will be maintained in accordance with the number of hours contained in the Bluescope Steel Business Sale Agreement effective from 8 February 2004.

Current Employees who elected to have their Annual Leave paid out upon transfer to the Company from Bluescope, will have their accrued entitlements adjusted accordingly.

16. Mannway Intermodal Terminals Site Allowance

The Company will prepay and guarantee a weekly site allowance of \$39.90 only to those "Current Employees" as listed in "Schedule B", which will be paid from the first full pay period after approval of the Agreement.

17. Income Protection Insurance Deductions

The Company will facilitate, through its payroll systems, Income Protection Insurance deductions for its employees. Employees are responsible for the cost and organisation of this insurance should they choose to take it out.

18. Overtime

- 18.1 The conditions relating to 'overtime' will be in accordance with the Award.
- 18.2 A meal allowance will be paid in accordance with the terms of the Award. The meal allowance paid under the Agreement will be in accordance with the Award.

19. Annual Leave

- 19.1 Employees, other than casual employees, covered by the Agreement shall at the end of each year of employment be entitled to 4 weeks paid annual leave calculated in accordance with clause 19.5.
- 19.2 Such annual leave shall be exclusive of any public holiday, which may occur during the period of that annual leave. Subject to clause 19.5, shall be paid by the Company in advance at the ordinary time rate of pay payable to the Employee concerned immediately prior to that leave taken under this award.
- 19.3 Annual leave shall be taken at a time agreed between the Company and the employee. An Employee applying for leave must give the Company reasonable notice (a minimum period of 7 days notice) of the dates upon which the Employee intends to take annual leave. Such annual leave may only be taken with the consent of the Company. Where periods of leave cannot be agreed upon in accordance with this clause, the provisions of the *Annual Holiday's Act 1944* shall apply.

19.4 The Company may close down the Terminal for the purposes of allowing all or part of the annual holidays to be taken by an employee.

19.5 In respect of a period of annual leave an employee shall be paid the Employee's ordinary rate of pay as prescribed by the Agreement plus an annual leave loading of 25% of the employee's ordinary rate of pay.

20. Superannuation

20.1 Current Employees

The Company will continue to make superannuation contributions to the TWU Superannuation Fund at the current level of contribution applicable at the time of the signing of the Business Sale Agreement with BlueScope. In the event that Current Employees decide to withdraw their Employee Super Contribution, then the Company will make superannuation contributions in accordance with the relevant superannuation legislation.

20.2 New Employees

The Company will make superannuation contribution to the TWU Superannuation Fund on behalf of New Employees in accordance with the relevant superannuation legislation.

21. Long Service Leave

The provisions of the *Long Service Leave Act 1955* (NSW) will apply to all Employees.

22. Sick Leave

22.1 Current Employees

Current Employees sick leave provisions will be grandfathered. Accordingly, current employees shall be entitled to 10 ordinary days of sick leave each year. Unused sick leave will accumulate, however the use of accumulated sick leave without a valid reason may be subject to disciplinary procedures.

Sick leave will be provided for the period of time that the employee is unable to attend for duty, subject to satisfactory proof of that employee's illness or injury.

22.2 New Employees

New Employees shall be entitled to five days sick leave or ordinary working time in the first year and this will increase to a maximum of eight ordinary days of ordinary working time for each additional year.

All other sick leave requirements will be in accordance with the Award.

23. Redundancy

23.1 Current Employees

In the event that the Company at its sole discretion decides to reduce its workforce, then the manner in which it is to occur will be communicated with the workforce. In the event that the Company at its sole discretion determines that redundancies are required, the conditions to apply will be as follows:

- (a) Current Employees will receive 14 weeks pay, which will include the appropriate period of notice as required under the Award.
- (b) Current Employees will also receive, on top of the amount prescribed in sub clause 23.1 (a), an amount equal to 2.5 weeks pay for every year of service with the Company. Service will be counted on a pro rata basis for amounts less than a year for the purposes of redundancy.

23.2 New Employees

New Employees will be entitled to redundancy payments in accordance with the Transport Industry Redundancy (State) Award.

24. Dispute Settlement Procedure

The parties recognise that their respective objectives may, on occasion, lead to dispute. Any dispute arising under the Agreement shall be resolved at yard level wherever possible. If this does not occur then the process detailed below must be followed at all times and in good faith:

- (a) The individual employee aggrieved and local supervisor shall attempt to resolve the outstanding matter(s).
- (b) If unsuccessful, then the Union organiser and local supervisor/manager shall discuss the matter(s).
- (c) If still unsuccessful, then senior management may discuss the issue with TWU industrial staff.
- (d) If a grievance or dispute still cannot be resolved it shall be referred to the New South Wales Industrial Relations Commission (the "Commission") or and independent mediator agreed to by the parties for resolution.

Work shall continue as normal whilst this process is followed.

25. Anti-Discrimination

- (1) It is the intention of the parties to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of sex, marital status, disability, homosexuality, transgender identity, age or responsibility as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure set out at clause 24 of the 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 or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction

26. Future Technology

Employees will embrace and cooperate with all aspects of new and future technology that may be introduced during the term of the Agreement. The Company will in turn provide adequate training of Employees in the use of such equipment and technology introduced.

27. No Extra Claims

It is a term of the Agreement that the parties to the Agreement will not pursue any extra claims, award or over award, for the life of the Agreement.

28. Agreement May be Varied

1. Provided all the parties to the Agreement approve, the Agreement may be amended and/or replaced by another agreement prior to the Agreement running its full term.
2. All variations will be in accordance with section 44 of the *Industrial Relations Act 1996*.

29. Drugs and Alcohol Testing

"It is every employee's obligation to present themselves fit for work in a condition free from alcohol and the undue influence of any illegal, prescription or pharmaceutical drugs that in any way may affect their ability to safely perform their duties".

Blood alcohol for levels in excess of zero.

Drugs to determine if an employee has presented for work or has been consuming illicit drugs whilst they have been employed.

The consumption of illicit drugs or alcohol during the course of employment or being under the influence of illicit drugs or alcohol during the course of employment is strictly prohibited. Any Employee found to be under the influence of illicit drugs or alcohol during the course of employment will have disciplinary action taken against them. At the sole discretion of the company, disciplinary action may include dismissal.

30. Declaration

The parties hereto declare that the Agreement has been negotiated through a process of extensive and genuine consultation between the Company, the Union and the Employees. The terms and content hereof has been the subject of discussion between representatives of the respective parties. The parties to the Agreement, or affected by its coverage, do so with full knowledge of its content and intent, the effect of implementation of the provisions hereof, and the implication of approval by the Commission.

the parties further declare that the Agreement:

- (a) is, in the opinion of the parties not contrary to public interest;
- (b) is not unfair, harsh or unconscionable to any person affected hereby, or any other relevant person;
- (c) was at no stage entered into under duress exerted by any party hereto; and
- (d) reflects the interests and desires of the parties hereto.

30. Signatories

Signed for and on behalf of Mannway Logistics Pty Ltd

Signed for and behalf of Transport Workers Union of Australia, NSW Branch

Signed: _____

Name: _____

this 23rd day of February 2005

in the presence of _____

Signed for and behalf of Mannway Logistics Pty Ltd, Mannway Intermodal Terminals Villawood

Signed: _____

Name: _____

this 23rd day of February 2005

in the presence of _____

SCHEDULE A

Operator Levels

Trainee Operator (Grade 2)

Minimum experience driving up to 4.5 tonne forklifts, handling palletised product and documentation.
(DOD = 5)

Terminal Operator (Grade 3)

Minimum experience driving 4.5 - 9 tonne forklifts, handling all general products and documentation.
(DOD - 8)

Terminal Operator (Grad 4)

Minimum experience driving 9 - 15 tonne forklifts, handling all general products and documentation.
(DOD = 10)

Terminal Operator (Grade 5)

Minimum experience driving 15 - 30 tonne forklifts, handling all types of products and documentation
(DOD = 12)

Terminal Operator (Grade 6)

Minimum experience driving 30 - 60 tonne forklifts, handling all types of products and documentation
(DOD = 15)

Intermodal Operator (Grade 6+)

Able to operate all types of forklifts, can handle all products and all kinds of documentation both hardcopy and system base. (DOD = 20)

Rigid Truck Operator (Grade 3)

Competent driver of a 2-axle rigid truck.

Rigid Truck Operator (Grade 4)

Competent driver of a 3-axle rigid truck.

Rigid Truck Operator (Grade 5)

Competent driver of a 3-axle rigid truck/trailer combination.

Articulated Truck Operator (Grade7)

Competent driver of a 5-7 axle truck single articulate.

Articulated Truck Operator (Grade8)

Competent driver of a B-double combination or rigid vehicle-triple trailer combinations.

Degree of Difficulty (D.O.D) per Task

Tasks	D.O.D
1) Steel link trains/product handling coils/m/bar/structural	4
2) Port link trains/container handling	2
3) Container/Rack packing/unpacking Truck loading/unloading - Steel	3
4) Container/Rack packing/unpacking Truck loading/unloading - Wire	3
5) Container/Rack packing/unpacking Truck loading/unloading - General	1
6) Pick & Pack pallet racking operations	2
7) Update of Computer systems	5

SCHEDULE B

Current Employees:

- 1) Luciano Pontello
- 2) David Deith Jnr
- 3) Sakda Chaiyotburana
- 4) Edison Ho
- 5) Mohammad Khan
- 6) Mark Smith
- 7) Craig Stewart
- 8) Mac Thompson