

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/259

TITLE: **SembCorp Logistics (Australia) Pty Ltd Agreement 2006**

I.R.C. NO: IRC6/1376

DATE APPROVED/COMMENCEMENT: 16 March 2006 / 1 January 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/46.

GAZETTAL REFERENCE: 28 July 2006

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all stores/warehouse employees employed by SembCorp Logistics (Australia) Pty Ltd., located at 7 Hill Road, Homebush Bay NSW 2127, who fall within the coverage of the Storemen and Packers, General (State) Award.

PARTIES: SembCorp Logistics (Australia) Pty Ltd -&- the National Union of Workers, New South Wales Branch

SEMBCORP LOGISTICS (AUSTRALIA) PTY. LTD. AGREEMENT 2006

1. TITLE AND ARRANGEMENT

This Agreement shall be known as the "SembCorp Logistics (Australia) Pty Ltd Agreement 2006".

This Agreement is arranged as follows:

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2. INTENTION OF AGREEMENT

This Agreement between SembCorp Logistics (Australia) Pty Ltd and the National Union of Workers, New South Wales Branch, recognises the requirement for co-operative efforts by the parties to meet the agreed objectives of efficiency, participation and competitiveness to achieve performance, which will ensure continued viability of the business and deliver job security to the employees.

3. SCOPE, PARTIES BOUND AND DURATION OF AGREEMENT

3.1 This Agreement shall apply to all stores/warehouse employees engaged by SembCorp Logistics (Australia) Pty Ltd in the State of New South Wales. This Agreement shall operate and be read so as to operate in conjunction with the Storeman & Packers General State Award and to the extent that the provisions of this Award are inconsistent with the provisions of the Agreement, the provisions of this Agreement shall prevail.

- 3.2 It is the intention of the Parties to continue the process of consultation to finalise, clarify and implement the detail of this Agreement into the workplace.
- 3.3 This Agreement shall operate from the beginning of the first complete pay period on or after 1st January 2006 and shall remain in force until 31st December 2008.
- 3.4 Parties bound by this Agreement:
- 3.4.1 This Agreement shall be binding upon SembCorp Logistics (Australia) Pty Ltd in the State of New South Wales
- 3.4.2 SembCorp Logistics (Australia) Pty Ltd employees who are members or eligible to be members of the National Union of Workers and are engaged in any of the classifications set out in the Storeman and Packers General (State) Award.
- 3.4.3 National Union of Workers, New South Wales Branch.
- 3.5 The Parties are committed to entering into negotiations on the terms to a new agreement three months before the expiry date of this Agreement. It is envisaged that the terms of the new agreement will be finalised three months thereafter. This new agreement shall be filed with the appropriate authority.
- 3.6 This Agreement was not entered into under duress by any party to it.

4. WAGE INCREASES

- 4.1.1 A wage increase of 4% shall be paid to all employees covered by this Agreement and shall apply from the first pay period to commence on or after 1st January 2006.
- 4.1.2 A second wage increase of 4% shall be paid to all employees covered by this Agreement and shall apply from the first pay period to commence on or after 1st January 2007.
- 4.1.3 A third wage increase of 4% shall be paid to all employees covered by this Agreement and shall apply from the first pay period to commence on or after 1st January 2008.
- 4.2 The Wage adjustments referred to in paragraphs 4.1.1, 4.1.2 and 4.1.3 above shall be applied to the "all purpose rate" contained in time and wages records.
- 4.3 The Parties recognise that this Agreement shall come into effect from the date of registration, however the Company by administrative action, shall implement the wage increases referred to in paragraph 4.1 above from the specified dates of effect.
- 4.4 The above mentioned wage increases shall be in substitution for any State Wage increase/s, or industry Based Award increases which may occur during the life of this Agreement. Furthermore, the rates of pay contained in this

Agreement shall at no stage fall below those contained in the Storeman & Packers General (State) Award.

- 4.5 After authorisation the Company will deduct from an employee's weekly wage his contributions to the National Union of Workers and forward such contributions to the union monthly.

The system of these deductions shall be as per the delegates written advice.

5. NO EXTRA CLAIMS

There will be no extra claims during the life of this Agreement.

6. FLEXIBILITY OF LABOUR

- 6.1 All employees, weekly or casual shall be obliged and be prepared to work throughout the warehouse area across the range of all machines and equipment and processes to cover absenteeism/ work demands.
- 6.2 The Company shall ensure that no employee will be required to undertake tasks for which they have not received adequate and appropriate training.

7. PROBATIONARY PERIOD

All weekly employees engaged by the Company shall be required to serve a three month probationary period.

8. HOURS

Once having been fixed, the commencing and finishing times of ordinary hours shall not be altered without consultation between management and employees. If joint consultation does not reach a mutually satisfactory conclusion, the employees may involve the Union in discussions with the Company.

9. SUPERANNUATION

Company superannuation contributions shall not be reduced for the life of this Agreement.

10. GRIEVANCE AND DISPUTES PROCEDURE

Grievance and dispute procedure shall be in accordance with Clause 5 Disputes Procedure of the Storeman and Packers General (State) Award. All other conditions of employment as per the Storeman and Packers General (State) Award.

11. USE OF CASUAL LABOUR

The Company shall endeavour to maximise the use of permanent labour. Where casual labour is used, whether engaged directly or through an agency, the Company shall ensure such employees are paid the rates contained in this Agreement plus Award loadings.

12. TRANSMISSION OF BUSINESS

This Agreement shall apply to any successor, assignee or transferee of all or any of the work.

13. UNION DELEGATE

- 13.1 Where an employee is elected by fellow employees as a Union delegate and their name is forwarded by the Union to the Employer, the said Union delegates shall be allowed by the Employer, such time as necessary to interview employees and the Employer or Employers Representative on matters affecting the employees whom the delegate represents.
- 13.2 Delegates will be allowed reasonable time off the site on Union business in connection with this agreement or the employment conditions of the employees without loss of ordinary pay by prior agreement with the employer.

14. EMPLOYEE COUNSELLING

- 14.1 An employee whose behaviour or performance is considered unacceptable shall first be counselled informally. Where such counselling is not successful, formal warning may be necessary.

Formal warnings will be issued by a supervisor and shall be recorded.

The employee concerned may have a union delegate or witness present. In issuing a formal warning, the Company representative will advise the employee, in writing, what action is required to rectify the situation.

Prior to any dismissal an employee will be given a final warning in writing, and advised of the consequences of the employee not rectifying the situation.

This clause does not apply to gross misconduct warranting summary dismissal.

- 14.2 At the discretion of the Company. An employee involved in misconduct may be stood aside on normal pay pending an investigation.
- 14.3 Formal warnings have a maximum life of 18 months and the continuation of employment of any employee receiving 3 such warnings in an 18 month period may be reviewed by the Company.

15. REDUNDANCY

In the event of the Company needing to offer a redundancy, discussions will be held with the employee representatives to agree the most appropriate method of determining the details.

16. GUARANTEE OF FUTURE ENTITLEMENTS

In addition to any legislative requirement, the Company guarantees to pay the following entitlements for the duration of this EBA:

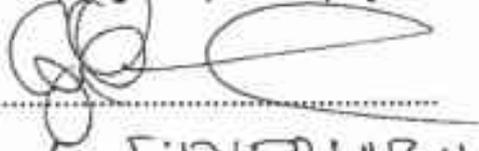
- 16.1 Meal Allowance.
- 16.2 Bereavement Leave.
- 16.3 First Aid Allowance.
- 16.4 Sick Leave.
- 16.5 Annual Leave.
- 16.6 Long Service Leave.
- 16.7 Redundancy payment.
- 16.8 Severance payment.
- 16.9 Superannuation contributions.
- 16.10 Leading Hand Allowance.
- 16.11 Forklift Allowance.

17. OTHER ENTITLEMENTS

It is the Companies understanding that Overtime penalty, Shift Allowance & Annual Leave Loading will be preserved under the Work Choices transitional arrangements until 30th June 2008. The Company guarantees these items will not be changed without discussion and agreement by the majority of employees.

18. SIGNATURES

Signed for and on behalf of
SembCorp Logistics (Australia) Pty. Ltd.


Name: C. J. EVERINGHAM
Title: GENERAL MANAGER
Date: 27/2/2006

Signed for and on behalf of the
National Union of Workers, NSW Branch


Name: D. BELAN
Title: STATE SECRETARY
Date: 27-02-06

ANNEXURE A WAGE RATES

CLASSIFICATION	WAGE RATE FOR 38 HOURS			
	CURRENT	From 1.01.2006	From 1.01.2007	From 1.01.2008
Storeman & Packer Grade 1	\$629.92	\$655.12	681.32	708.57
Storeman & Packer Grade 2	\$658.60	684.94	712.34	740.83
Storeman & Packer Grade 3	\$687.54	715.04	743.64	773.38
Storeman & Packer Grade 4	\$705.19	733.39	762.73	793.24
Storeman & Packer Grade 5	\$715.87	744.50	774.28	805.26

- Award- based allowances (such as Forklift, Leading Hand, Meal Allowances, etc.) shall be paid, in addition to the above rates.