

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/46

**TITLE:** SembCorp Logistics (Australia) Pty Ltd Agreement 2003

**I.R.C. NO:** IRC3/636

**DATE APPROVED/COMMENCEMENT:** 21 February 2003/1 January 2003

**TERM:** 36 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/101

**GAZETTAL REFERENCE:** 21 March 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 5

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all stores/warehouse employees engaged by SembCorp Logistics (Australia) Pty Ltd 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

Registered  
Enterprise Agreement  
Industrial Registrar

# SEMBCORP LOGISTICS (AUSTRALIA) PTY. LTD. AGREEMENT 2003

## 1. TITLE AND ARRANGEMENT

This Agreement shall be known as the "SembCorp Logistics (Australia) Pty Ltd Agreement 2003".

This Agreement is arranged as follows:

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Annexure A – Wage Rates

## 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 1<sup>st</sup> January 2003 and shall remain in force until 31<sup>st</sup> December 2005.
- 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 and its 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.
- 3.4.2 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 Industrial Relations Commission of New South Wales for approval.
- 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 1<sup>st</sup> January 2003.
- 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 1<sup>st</sup> January 2004.
- 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 1<sup>st</sup> January 2005.
- 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-week 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**

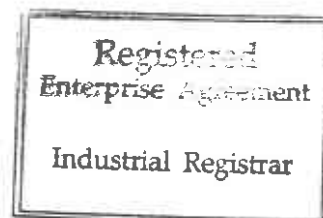
Company superannuation contributions shall not be reduced for the life of this Agreement.

## **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.

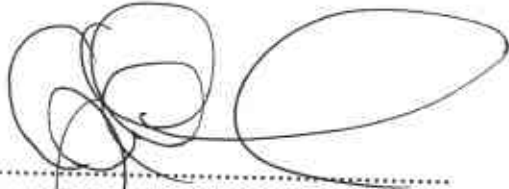
## **11. USE OF CASUAL LABOUR**

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



12. SIGNATURES

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



Name: G. EVERINGHAM

Title: GEN MGR

Date: 16/1/2003

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



Name: DERRICK BELAN

Title: STATE SECRETARY

Date: 28-1-2003



## ANNEXURE A WAGE RATES

CLASSIFICATION	WAGE RATE FOR 38 HOURS			
	CURRENT	From 1.01.2003	From 1.01.2004	From 1.01.2005
Storeman & Packer Grade 1	\$560.00	\$582.40	\$605.70	\$629.92
Storeman & Packer Grade 2	\$585.49	\$608.91	\$633.27	\$658.60
Storeman & Packer Grade 3	\$611.22	\$635.67	\$661.10	\$687.54
Storeman & Packer Grade 4	\$626.91	\$651.99	\$678.07	\$705.19
Storeman & Packer Grade 5	\$636.41	\$661.87	\$688.34	\$715.87

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

