

ENTERPRISE AGREEMENT



NO. EA 98/184
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DATE REGISTERED 12.6.98
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PRICE \$ 12
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**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/184

TITLE: P&O Transport Workers Newcastle Airport Agreement 1997

I.R.C. NO: 98/2769

DATE APPROVED/COMMENCEMENT: 12 June 1998 and commenced 22 December 1997

TERM: Expires 22 December 1999

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of P&O engaged at Newcastle Airport under the classifications of Airport Transport Worker Years 1, 2 and 3 and Leading Hand.

PARTIES: P&O Support Services a division of P&O Services Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch



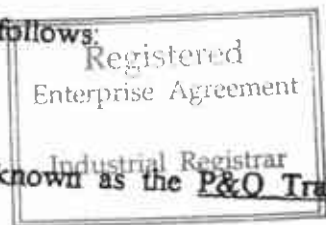
ENTERPRISE AGREEMENT

This Enterprise Agreement is made on the 22 day of ~~November~~ ^{December}, 1997 between:

P&O SUPPORT SERVICES of Unit 3A, 88 Munibung Road CARDIFF in the State of New South Wales (hereinafter referred to as "P&O") of the one part; and

The TRANSPORT WORKERS UNION OF AUSTRALIA NEW SOUTH WALES BRANCH (Newcastle Sub Branch) of 96 Tudor Street, Hamilton in the State of New South Wales (hereinafter referred to as "the Union") of the other part.

The parties hereto hereby agree as follows:



1. TITLE

This Agreement shall be known as the P&O Transport Workers Newcastle Airport Agreement 1997.

2. STATUS AND SCOPE

2.1 This Agreement will apply to employees of P&O engaged at Newcastle Airport under the classification contained in Clause 3 hereof.

2.2 This Agreement will operate for a period of two (2) years from 1st November 1997. Where any provision of this Agreement is inconsistent with a provision of the Transport Workers Airlines (Federal) Award then this Agreement shall prevail.

3. CLASSIFICATION AND WAGE STRUCTURE

3.1 Employees of P&O at Newcastle Airport may be engaged under any of the following classifications and the designated wage rates for those classifications will apply accordingly.

CLASSIFICATION

WAGE RATE

Airport Transport Worker Year 1

\$477.66 pw
(\$12.57 p.hr)

Airport Transport Worker Year 2

\$490.22 pw
(\$12.90 p.hr)

Airport Transport Worker Year 3

\$502.52 p.w
(\$13.22 p.hr)

Leading Hand

\$50.00pw flat No penalties or Loadings to apply

3.2 For part-time employees the rate shall be the pro-rata hourly rate. For casual employees, the pro-rata hourly rate applies plus a casual loading of 15% plus the holiday pay entitlement under the Annual Holidays Act.

3.3 Shift Penalties

A. Early Morning Shift.

For any shift commencing between midnight and 6:59am a shift penalty of 20% will apply in accordance with the provisions of Clause 3.3 of this Agreement

B. Afternoon Shift.

For any shift finishing after 6:00pm and prior to midnight a shift penalty of 15% will apply in accordance with the provisions of Clause 3.3 of this Agreement

C. Night Shift.

For any shift finishing after midnight and before 8:00am a shift penalty of 22.5% will apply in accordance with the provisions of Clause 3.3 of this Agreement.

3.4 SHIFT APPLICATION

A shift penalty will apply for the whole of a shift worked where the employee was rostered on for that shift.



In the case of an early start or late finish to cope with operational needs (i.e. not part of a roster pattern) overtime will apply in respect of the time worked prior to or after the normal shift rostered times. All time worked during the normal shift rostered times will be paid as ordinary time.

3.5 The above wage rates are based on 38 hour week as detailed in Clause 5 Hours of this Agreement.

4. FLEXIBILITY

4.1 The principal tasks to be performed by employees under this Agreement are aircraft marshalling and baggage handling. Additional tasks are annexed to this Agreement. Tarmac duties will take priority at all times.

5. HOURS AND OVERTIME

5.1 This Agreement provides for a 38 hour week to be worked on the basis of a 7.6 hour day.

5.2 Ordinary hours may be worked at any time between 7am and 6pm Monday to Friday.

5.3 Overtime will be paid for all work performed outside the span of ordinary hours or for work in excess of 7.6 hours per day. The Overtime rates under this Agreement are:

* Time and a half for the first two (2) hours and double time thereafter.

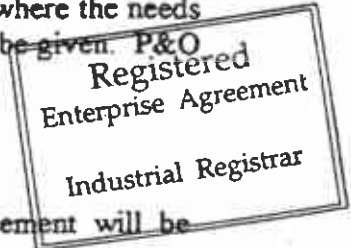
5.4 Saturday and Sunday Work

Work on Saturday will be paid for at the rate of time and a half for the first two (2) hours and double time thereafter.

Work on a Sunday will be paid for at the rate of double time.

6 ROSTERS

- 6.1 Rosters will be developed and maintained in consultation with the employees provided that all parties agree the needs of the business are paramount. Where disputes occur over rosters then the Disputes Procedure will apply.
- 6.2 Normal notice for change of roster is seven (7) days. However where the needs of business make it necessary a minimum of 24 hours notice can be given. P&O undertakes to give as much notice as possible at times.



7 WAGE INCREASE

- 7.1 On 1st November, 1998 wage levels prescribed by this agreement will be increased by five (5%) per cent.
- 7.2 Wage levels prescribed by this Agreement are exclusive for the life of the Agreement. Any National or State Wage Case increases or any award increases shall be fully absorbed by the wage levels of this Agreement.

8 EMPLOYMENT GROWTH

It is the intention of P&O to maintain a commitment to permanent employment. If the business grows at Newcastle airport it would be the intention of P&O to meet that growth with permanent employment. Should this situation change P&O will consult with the union prior to implementing any change.

9 DISPUTES PROCEDURE

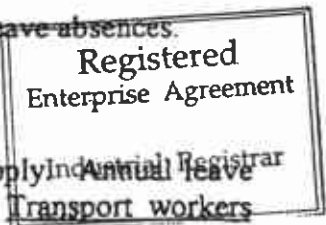
- 9.1 It is a fundamental condition of this Agreement and the Union agrees that work at the Airport will continue normally during any dispute.
- 9.2 Where a dispute occurs it will be discussed between the company representative and the employee/s concerned. The delegate may be involved if the parties wish.
- 9.3 If the dispute is not resolved then the TWU organiser will discuss it with P&O management.
- 9.4 If the matter remains unresolved it will be referred to the Industrial Relations Commission of New South Wales.

10 RENEGOTIATION

The parties agree to commence negotiations for renewal of this Agreement no less than three (3) months before the Agreement expires.

11 SICK LEAVE

- 11.1 Employees covered by this Agreement will receive five (5) days paid sick leave in the first three (3) months of service and thereafter eight (8) days paid sick leave per annum.
- 11.2 The sick leave entitlement of employees will accumulate.
- 11.3 A medical certificate may be requested by P&O for all sick leave absences.



12 ANNUAL LEAVE

The provisions of the Annual Holidays Act (NSW) shall apply. Annual leave loading of 171/2% will be paid in accordance with the Transport workers Airline (Federal) Award. NOTE: loading applies to base rate only.

13 PERFORMANCE STANDARDS

- 13.1 P&O and the Union agree that the following performance criteria will apply to all employees during the life of this Agreement:
 - A. Punctuality and good time keeping.
 - B. Neat, clean personal appearance (including the wearing of a cleaned and ironed uniform, shaving before commencing shift etc). Note: P&O will supply 3 sets of uniform to each employee. It shall be the responsibility of the employee to keep the uniform clean.
 - C. Polite and cheerful approach to work and to customers/airport users.
 - D. Acceptance of reasonable direction from management in a co-operative fashion.
 - E. Accuracy of reading aircraft schedules especially in connection with loading of catering supplies, baggage etc.
 - F. Work co-operatively and free of limitations with other P&O staff provided that P&O will supply alternative staff only for the purposes of genuine relief and emergency work.
- 13.2 Where an employee does not meet the performance criteria P&O will discuss that matter with the employee to find a solution. If the employee continues not to meet the criteria other disciplinary action may be taken.

TARMAC OPERATOR - ADDITIONAL DUTIES

Additionally:

- Aircraft Cleaning & detailing as required
- All baggage & cargo handling inclusive of catering
- Effluent retrieval, dumping, treatment & maintenance
- Assistance to customers with disabilities e.g. wheel chair lift on/off
- Assistance to customers with supply return of umbrellas
- Monitoring of baggage conveyor promptly after flights
- Valet parking ticket processing, escort & assistance if required. The company recognises that the valet parking situation is not satisfactory given the constraints of time. The company will continue to take this up with the airport.

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Air side Maintenance

- Generally maintaining of Tugs = Fuelling, oiling, water checks etc;

Grounds Maintenance & Care

- Gardening of simple nature
- Picking up & removal of litter & debris
- Mowing, Edging & pruning
- General maintenance of equipment = fuelling, Oiling & water check etc;
- Watering and irrigation application and maintenance

Spot cleaning will be performed in accordance with existing practice. P&O will engage a specific cleaner for 3 hours each day to do thorough cleaning. It is only the responsibility of employees covered by this Agreement to do spot cleaning. Responsibility for overall cleaning standard will remain with the specific cleaner.

- 5 -

Signed for and on behalf of)

[Handwritten signature]

P&O SUPPORT SERVICES)

In the presence of)

Date: 22ND DECEMBER 1997

U. Moran

Signed for and on behalf of)

THE TRANSPORT WORKERS)

[Handwritten signature]

UNION OF AUSTRALIA NEW)

SOUTH WALES BRANCH)

Date: *5th*

in the presence of *A. Lyall*)



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