

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/142**

**TITLE:** MPG Logistics (Granville - Metro CSO's) Enterprise Agreement  
2000

**I.R.C. NO:** 2001/629

**DATE APPROVED/COMMENCEMENT:** 28 February 2001/ 1 July 2000

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New

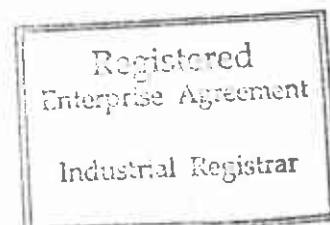
**GAZETTAL REFERENCE:** 18 May 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 23

**COVERAGE/DESCRIPTION OF  
EMPLOYEES:** Applies to all employees of the company engaged pursuant to the Transport  
Industry (State) Award

**PARTIES:** Mayne Logistics -&- Transport Workers' Union of Australia, New South Wales  
Branch



NSW  
MPG Logistics ( Granville – Metro CSO's )

ENTERPRISE AGREEMENT 2000

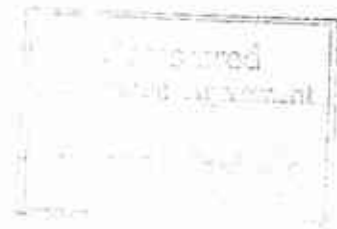
Without Prejudice

**1.0 TITLE**

This Agreement shall be referred to as the MPG Logistics (Granville – Metro CSO's) Enterprise Agreement 2000.

**2.0 ARRANGEMENT**

1. Title
2. Arrangement
3. Parties Bound
4. Coverage of Agreement
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27. Multi-skilling
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32. New Employees
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39. Union Membership and Recognition



## 3.0

## PARTIES BOUND

This agreement shall be binding on

- (A) ~~MPG Logistics (Granville)~~ *MAYNE NICKLESS T/AS MAYNE LOGISTICS*  
 (B) All employees whether members of the organisation of employees listed in sub-clause (c) hereof or not, employed in any of the occupations, industries or callings specified in the Transport Industry (State) Award (as amended);

And

- (C) Transport Workers Union of Australia, New South Wales Branch (the Union).

## 4.0 COVERAGE OF AGREEMENT

This Agreement is made to cover matters in or in connection with providing transport and/or distribution services which is consistent with the industries and callings of the Transport Industry (State) Award (as amended).

## 5.0 PERIOD OF OPERATION

1. This agreement shall operate from the 1<sup>st</sup> July 2000 and shall remain in force for a period of 24 months.
2. The parties undertake to commence discussion three (3) months prior to the expiration of the Agreement, however, this agreement will continue in force until replaced by a new agreement. The next agreement may commence from 1<sup>st</sup> July 2002, provided both parties reach agreement by that date. Provided this agreement may be terminated in accordance with the Industrial Relations Act 1996 (as amended).

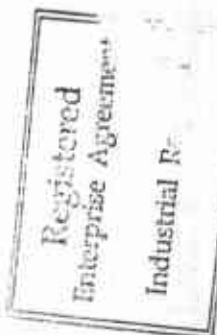
## 6.0 RELATIONSHIP TO PARENT AWARD

6.1 This Enterprise Agreement shall be read in conjunction with the Transport Industry (State) Award, as amended, (the Award), provided that where there is any inconsistency this Agreement will take precedence to the extent of the inconsistency.

6.2 Subject to this Enterprise Agreement, any previous unregistered agreements, certified agreements, arrangements and/or practices will cease to exist with the making of this certified Agreement.

## 7.0 NO EXTRA CLAIMS

The union and its members undertakes that there shall be no further money increases for the life of this Agreement, including increases provided by a (State) Wage Case decision.



## 8.0 EMPLOYEE COMMITMENTS

The employees agree that it is appropriate to:

- a) Focus decision making and responsibilities around customer satisfaction (ie, clients, suppliers and having reliable runs and service).
- b) Work in a safe and healthy manner.
- c) Improve customer service expectations via continuous service improvement.
- d) Deal honestly and fairly with each other at the workplace, including customers, suppliers and the wider community, which a facility serves.
- e) Ensure the needs of the business are a joint priority in assessing and implementing future initiatives under this Agreement.
- f) Effectively perform their duties in line with business objectives and this Agreement.
- g) Ensure employees attend work when required and report absences immediately.
- h) Maintain flexible runs to service the customer.
- i) Ensure employees comply with the Company's Policies and Procedures and the Code of Conduct.
- j) No unauthorised person/animal will be in a company vehicle during work time.

## 9.0 AIM OF AGREEMENT AND A CONSULTATIVE COMMITTEE (See Attachment 1)

## 10.0 PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES

It is in the interests of the parties to resolve any disputes, grievances or concerns at a local level.

In the event that an employee or group of employees have any grievances or concerns about their working environment, or work practices, they should attempt to resolve the dispute by discussion with the relevant supervisor/manager.

Management and employees should invoke the disputes procedure for issues that could lead to industrial action, to ensure that no breaches of the Workplace Relations Act 1996 (as amended) occur. It is an important element of this Agreement, that matters are resolved without resorting to industrial action, in the interests of the business viability and service to our customers.

<p>Registered Enterprise Agreement Industrial Registrar</p>	<p>Stage 1</p> <p>During Stage 1, the employee/s should discuss the matter with the relevant supervisor or manager. If they so request the employee/s may invite a representative to be involved in the meeting. The supervisor should work with the employee/s to propose steps to resolve the dispute, to the satisfaction of all parties.</p> <p>After Stage 1, there is a 48-hour cooling off period, to allow time for consideration of the matter and any proposed resolutions to be implemented. During this period the 'status quo' position is to be maintained, having regard for the proposed steps that may assist to resolve the issue.</p>
<p>Stage 2</p>	<p>If the matter has not been resolved during Stage 1, the employee/s should discuss the matter with a higher level of management.</p>

	<p>Management should review any previous attempts at resolution and determine the factors that have lead to a continuation of the dispute/grievance. They should then work with the employee/s to propose steps that may resolve the issue to the satisfaction of all parties.</p> <p>After Stage 2, there is a 48-hour cooling off period, to allow time for consideration of the matter and any proposed resolutions to be implemented. During this period the 'status quo' position is to be maintained, having regard for the proposed steps that may assist to resolve the issue.</p>
Stage 3	<p>If the matter has not been resolved during the Stage 2, the management and the appropriate union official should discuss and attempt to determine an appropriate solution.</p> <p>After Stage 3, there is a 48-hour cooling off period, to allow time for consideration of the matter and any proposed resolutions to be implemented. During this period the 'status quo' position is to be maintained, having regard for the proposed steps that may assist to resolve the issue.</p>
Stage 4	<p>If the matter has not been resolved during Stage 3, management and the appropriate union Branch Secretary should discuss and attempt to determine an appropriate solution.</p> <p>After Stage 4, there is a 48-hour cooling off period, to allow time for consideration of the matter and any proposed resolutions to be implemented. During this period the 'status quo' position is to be maintained, having regard for the proposed steps that may assist to resolve the issue.</p>
Stage 5	<p>If the matter has not been resolved during Stage 4, the matter should be referred to a relevant third party for conciliation, with a no strike commitment given. The parties would accept the New South Wales Industrial Relations Commission as an appropriate mediator unless otherwise agreed. If the mediator/Commission makes a recommendation or order, the parties agree to abide by the recommendation as far as practicable.</p> <p>After Stage 5, there is a 48-hour cooling off period, to allow time for consideration of the matter and any proposed resolutions to be implemented. During this period the 'status quo' position is to be maintained, having regard for the proposed steps that may assist to resolve the issue.</p>
Stage 6	<p>If the matter has not been resolved during Stage 5, the parties agree to fast track the issue to the relevant Commission for determination of the issue, with a no strike commitment given.</p>

#### Variations:

Safety issues will be dealt with as determined by the OH & S Chairman/representative, or the State OH & S bodies in accordance with the correct procedures.

## NSW

Essential Services – such as supply of blood, medical supplies and perishable items shall not be interrupted through industrial disputation. Additionally where specific Location-specific Agreement exemptions/priority services have been agreed, these shall continue to apply.

Perishable items shall be defined as any produce that may spoil if not delivered, dispatched and appropriately warehoused within the manufacturers' guidelines for timing. This shall include but is not limited to temperature controlled goods.

### Status Quo:

The Status Quo is defined as the practice in place prior to the dispute.

If the Status Quo position cannot be agreed then the procedure is to fast track to the IRC of NSW with a no strike commitment given in the meantime.

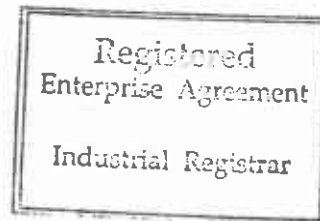
This settlement of disputes procedure will apply to any dispute or claim (whether it arises out of the operation of this agreement or not) as to the wages or conditions of employment of employees.

If a stop work situation arises Metro CSO's will be afforded the opportunity to vote as to whether they will participate in industrial action or not, and any who choose to work, may continue to do so (alternate duties may be required).

### 11.0 DURESS

This Agreement was not entered into under duress by any of the parties bound by it.

### 12.0 RESTRUCTURING



Where a restructuring necessity arises within the Company, the Company will endeavour to maintain employment for all employees as practicable. This may include transferring staff on a permanent basis from the location specified in this Agreement to other locations within reasonable distance from this location.

In those circumstances, initiatives will be established to organise transfers, where applicable, and employees will not unreasonably oppose such transfers.

Employees involved in restructuring situations will not automatically become entitled to a retrenchment payment.

The Company may establish other suitable alternative arrangements in lieu of retrenchment payments subject to consultation with employees so affected.

In the event of a genuine redundancy situation, the parties will comply with the terms of the MNL Redundancy Policy with respect to redundancy application and retrenchment payments.

**13.0 Wages**

Below are the Base Wage rates for a Grade 2 Employee.

GRADE 2 (Current)	GRADE 2 (From 1/7/2000)	GRADE 2 (From 1/7/2001)
\$513.00	\$531.00	\$549.59

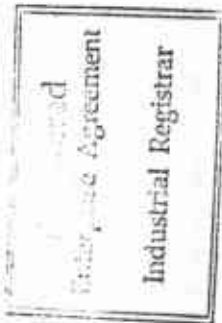
Working of Ordinary Hours and/or overtime under the current arrangements will be worked flexibly and without restriction to satisfy business and customer needs.

In the event of a change in our business or Customer direction, (ie. Loss of contract etc) the company reserves the right to give reasonable notice, (2 months) to alter Hours of work and/or the ALL UP RATE arrangements in Attachment 2. In such circumstances the Base rate will not fall below levels as indicated in Attachment 2. The company in such circumstances will consult with CSO's and TWU.

For further information on the Current Remuneration "ALL UP RATE" concept (please refer to Attachment 2)

**14.0 PROBATIONARY PERIOD**

- New employees will commence on a three- (3) month probation after which there may be an offer of salary package for permanent status.
- During the probationary period, the employee shall be paid at the ALL UP RATE rate, for a Grade 2 driver.
- Probationary employees will be entitled to casual loading on of 15% and 1/12<sup>th</sup> as per the NSW Annual Holidays Act for the period of their 3 month probation.
- Probationary employees will be and paid for the hours worked, including penalties as applicable under the award (ie 38 hours per week, with overtime to apply after 7.6 hours worked in the day).
- In the event that during the three-month probationary period the new employee does not meet the requirements of the position, the employee may be terminated in accordance with Award Provisions.
- Prior to the end of the three – (3) month probationary period, the new employee will be assessed for suitability for Permanent Status.



**15.0 SUPERANNUATION**

The company agrees to make contributions on the base rate of pay with respect to an agreed superannuation fund. In the case of employees such contributions shall be in accordance with the Transport Industry Superannuation (State) Award and relevant legislation. Should any legislation preclude the parties from honouring this clause, it shall be resolved through consultation.

The company agrees to make contributions in line with SGC Superannuation will be paid on the ALL UP RATE. Employees will need to inform Management if they wish to have their funds contributed to a fund other than their current fund.

**16.0 C.S.O. PROCEDURES GUIDE/MANUAL**

The current C.S.O. Procedure Guide, which is in place, will be fully reviewed by Management with input from the Consultative Committee.

**17.0 SEXUAL HARASSMENT**

- A) The parties to this Agreement recognise that sexual harassment occurring in the workplace is discrimination.
- B) Sexual harassment is defined as unwelcome activity of a sexual nature. Such activity includes sexual propositions, touching, sexual innuendo, and sexually explicit conversations, rude jokes, nude pin-ups and posters.
- C) The Company will endeavour that all employees are provided with an environment which is free from sexual harassment and shall establish and publicise amongst all employees a policy and procedure, including grievance procedures for handling complaints of sexual harassment. The Company in consultation with the Metro CSO's shall develop such policy and practice.
- D) For reference please refer to the relevant company policy and also the relevant Discrimination legislation.

**18.0****WORKCOVER AIMS**

The parties agree to the following in relation to any WorkCover claim, which is accepted by the Company or which, has been submitted by an employee to the Company:-

- A) For the purpose of calculating remuneration for compensable injuries, the company shall refer to the guidelines prescribed under the relevant State Legislation applicable.
- B) Subject to legislation, employees may use accrued sick leave, annual leave and/or rostered days off prior to acceptance by the Company of a WorkCover claim. The Company further agrees that if a claim is accepted the employee will be re-credited with the leave used.

Certified  
 Enterprise Agreement  
 Industrial Registrar



- C) Subject to legislation, when determining the number of weeks that make up pay will apply for any single injury, accident or work related illness whether continuous or not, the maximum will be twenty six (26) weeks.

## 19.0 OCCUPATIONAL HEALTH AND SAFETY AIMS

The Metro CSO's and the Company will aim to ensure that the Health, Safety and Welfare of employees is a primary concern through consultative processes with elected Health and Safety Representatives and shall aim to work towards:-

- Safe working conditions
- Observance of all legal requirements, codes of practice and regulations
- Total support networks for injured employees
- Adopting sound Occupational Health and Safety Management
- Continuous improvement in Occupational Health and Safety performance
- Workplace health promotion
- Hazard identification assessment and control
- Accident and incident investigation
- Developing and improving training and systems

## 20.0 HEAVY ARTICLES

- A) Heavy Articles  
The employer shall endeavour that hazard identifications are undertaken relating to tasks that involve heavy articles.
- B) Training  
The employer shall provide an approved course in consultation with the Metro CSO's in Manual Handling at the cost to the employer.
- C) Manual Handling  
The employee shall not lift a weight that contravenes relevant legislation.

## 21.0 SECURITY

The Metro C.S.O. Committee members would like to express that they accept the responsibilities required to fulfil their duties and will be open to new ideas that will improve the Security/Safety of the Metro CSO's.

Mayne Logistics is committed to continually improving Security/Safety procedures.

The Metro C.S.O. Committee members recognise the role that the Occupational Health and Safety Committee and Security Committee perform and do not wish to encroach into their area, but will assist as necessary.



**22.0 ABSENTEEISM**

Management in conjunction with the Consultative Committee will develop and implement plans to reduce Absenteeism and its impact on productivity and Customer Service.

**a) Attendance Incentive**

An attendance incentive based on sick leave usage is determined as follows:-

TIME TAKEN	INCENTIVE PAYMENT
Nil	\$1200.00
1 day	\$1000.00
2 days	\$800.00
3 days	\$600.00
4 days	\$400.00
5 days	\$300.00
6 days	\$200.00
7 or more days	Nil

**Conditions:**

- Current conditions regarding the taking of sick leave to remain;
- Accumulated sick leave taken in excess of whole days will constitute the next day for purposes of the above payment calculation;
- The anniversary date of entitlement will constitute the method of incentive payment calculation. Each twelve (12) month period to stand alone.
- Any incentive payment will be made via payroll in the first pay period following the anniversary date of entitlement;
- The incentive payment will be subject to PAYE taxation;
- Pro-rata payments to apply at termination of employment. Minimum Time Served, as a Permanent CSO for Sick Leave Incentive is 9 months.

The company reserves the right to challenge any employee who fails to provide satisfactory attendance and appropriate disciplinary action will be taken on a case by case basis.

**23.0 TRAINING****A. PREAMBLE**

The enhancement and acquisition of work related skills through appropriate training, both in house and external, is an important component of any CSO's development and overall work performance.

This clause establishes the basis and conditions upon which CSO's may undertake training required providing for the enhancement and development of work related skills necessary to facilitate career development and improve overall work performance.



The parties to the Agreement recognise that training provides a long term benefit to both the individual C.S.O. and the Company. Through training, the individual C.S.O. has the ability to enhance skills development providing him/her with career development opportunities not only within the Company, but also outside in the broader community., Although some training may be compulsory, such as Health and Safety training. All training arranged by the company will be paid for by the company at ordinary base rates, further, the Metro CSO's will incur no costs.

**B. INDUCTION TRAINING**

New Metro CSO's be given a minimum of two (2) weeks induction training on commencement of Employment, which will be consistent with the guidelines set out in CLAUSE 6 – Metro C.S.O PROCEDURE GUIDE/MANUAL. This will take place before any new Metro C.S.O. is allocated a van and allowed to drive alone.

**C. PROGRESSIONAL TRAINING**

It is to the benefit of all parties that updated training be a continual feature of the CSO's employment. Areas that the C.S.O. would benefit from and are not restricted to Public Relations, Occupational Health and Safety, Security and Accounting Procedures.

**24.0 ARTICLES OF CLOTHING**

Where an employee is required by law or the Company to wear any special uniform, cap, overall or other article, the Company at no cost to an employee shall supply it.

The Company will supply to an employee uniforms as appropriate. Uniform items will be replaced on an annual basis or fair wear and tear basis and remain the property of the Company and are to be returned upon termination.

All supplied uniforms must be worn at all times whilst performing company duties. Uniforms must be laundered and kept in a neat & tidy manner, at the employee's cost.



**25.0 GEAR TO BE PROVIDED**

The Company shall provide all gear necessary for the loading and unloading of vehicles and the securing of loads thereon.

**26.0 OPERATIONAL REQUIREMENTS**

It is a requirement under this Agreement, that employees perform work to the standards set by the Company, in order to achieve the Company's objectives.

Operational requirements include but are not limited to:

- Ensure that product delivered is correct and in good order.

- Ensure that monies owing are collected.
- Ensure that all MPG procedures and guidelines are followed at all times.
- Ensure productivity is maximized.

## 27.0 MULTI-SKILLING

- The engagement of a Metro C.S.O. in their particular job classification should not limit their tasks which they may be asked to perform by the Company, so long as the employee makes themselves available and is competent to perform that function or job.
- The Company shall see that the Metro CSO's is trained adequately to perform work outside their normal job function.



## 28.0 HOURS OF WORK

The ordinary working day for employees is to be worked between the hours of 5:30am and 6:30pm.

Permanent employees shall have preference of work over casual employees.

Should the need arise for Regular Saturday/Sunday work, consultation with affected CSO's will take place prior to implementation. Payment for Saturday/Sunday work to be paid as per award. Consultative Committee will be informed of such matters.

The parties to this Agreement agree that the C.S.O's starting times can be variable in consultation with Management. In addition to flexible starting times management and employees by agreement in writing may also explore flexible ordinary hours to satisfy business or customer needs.

Metro CSO's can be entitled to, during the life of this Agreement, twelve (12) Rostered Days Off per annum.

The RDO's shall be taken on a Rostered Basis, or as agreed to with Management.

The taking of Meal Breaks is the responsibility of the CSO. Meal Breaks are to be taken at a suitable time for the employee and the business alike.

When a CSO returns to the site at the conclusion of their run the CSO will be deemed to have taken a Meal Break.

Subject to Customer and business needs, alternative hours arrangements may be looked at as part of providing flexible hours for a 38 hour week. In such cases Management will consult with affected employee's.

**29.0 PERMANENT PART TIME EMPLOYMENT**

Permanent part time employment to exist with permanent and casual employment.

The Company may engage permanent part time employees if the offer of employment is accepted on that basis.

Ordinary hours of work for day or shift work may be set between 19 and 38 ordinary hours per week on any day Monday to Friday with up to a maximum of 9.5 ordinary hours on any given day. By agreement in writing between the employer and the employee ordinary hours may include Saturday/Sunday work and paid as per the award.

The provisions of this Agreement shall apply to part time employees on a proportionate basis and remuneration will be determined on a proportionate basis also.

**FOUR DAY WEEK**

Where a five day route is impractical due to geographic or data base constraints, when viable, a four day 38 hour week at ordinary rates may be implemented. Ordinary rates to be determined based on the 45-hour week calculation.

Overtime to be calculated after 38 hours, in accordance with Attachment 2.

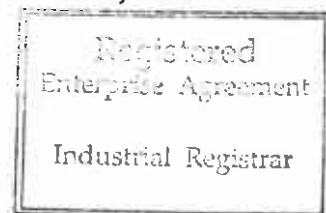
When the geographic or data base constraints only provide for three days or less work per week, management reserves the right to determine the most efficient method of servicing and organising work hour arrangements.

**30.0 PAYMENT OF WAGES**

Metro CSO's wages will continue to be paid weekly by means of Electronic Funds Transfer (direct banking deposit). Wages will be deposited to accounts by Wednesday of each week, except where Public Holidays necessitate different methods.

**31.0 NO DISADVANTAGE**

No Metro C.S.O. shall receive, in respect of ordinary hours of work, an amount less than provided by this Agreement for the appropriate classification.



**32.0 NEW EMPLOYEES**

The parties agree that any Metro C.S.O employed by the Company in accordance with the operations as either a casual or permanent employee during the period of this Agreement shall be entitled to all benefits and are bound to all obligations under this Agreement

**33.0 AGREEMENT TO BE DISTRIBUTED**

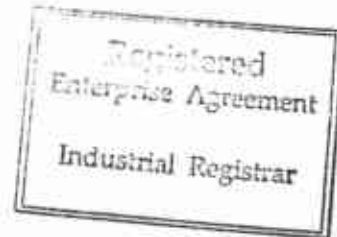
This agreement will be distributed amongst all Metro CSO's or placed in a visible place for employees to access..

All new employees will be issued with current EBA.

**34.0 DEFINITIONS**

The allowances as shown below form part of the ALL UP RATE Concept in Schedule 2.

- C.S.O. Allowance (Labour) : (See attachment 2)
- Zone Allowance : Paid in recognition of Fines in Metro Sydney, Poor Traffic Conditions etc.
- Annual Leave Loading : Paid at time Annual Leave Period is taken.
- Cash Handling Allowance : This allowance is only payable concerning the Handling of Cash, and will be reduced or eliminated if cash handling amount falls or is eliminated, in accordance with the award.

**35.0 COUNSELLING PROCEDURE**

- a) An employee whose behaviour or performance is considered unacceptable or requiring improvements shall be counselled as to the Company's expectations, subject to the circumstances.

Where such counselling is not successful, formal written warnings may be necessary. Formal written warnings will be issued by a supervisor and shall be recorded. The employee concerned may choose to have a witness present. In issuing a formal warning, the Company representative will advise the employee what action is required to rectify the situation.

Prior to a dismissal, an employee may 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.

- b) At the discretion of the Company, an employee involved in misconduct (other than Acts of Dishonesty) may be stood aside on normal pay pending an investigation and this clause will not apply.

**36.0 GST**

The Federal Government plans to introduce a " Goods and Services Tax " effective July 1 2000. In the event of a material change in the rate of inflation, as a direct result of this new fiscal policy, as measured in the year over year comparison of the CPI index, up or down, in the year following the introduction of the GST, the parties may wish to re-open negotiations for the purpose of reviewing the rates of pay, contracted for the pay increase cycles that will follow 1 July 2001. In such case, material real impact on purchasing power, resulting from the introduction of the GST, but balanced against changes in taxation, will be the guiding principle.

**37.0 PERFORMANCE STANDARDS**

The Company will set performance standards in consultation with Consultative Committee with regards to operational requirements on a regular basis.

The performance standards will be reviewed periodically in order to ensure that they are relevant with respect to the volume of work to be completed, and the changing needs of the business.

Any concerns about the performance standards should be discussed with the operational supervisors or managers.

**38.0 INCENTIVE TRIAL PERIOD**

It is agreed that during the life of the agreement that Incentive Trials may be conducted on but not exclusive to the following broad areas.

- OH & S
- PRODUCTIVITY
- QUALITY

If incentive payments are established in addition to hourly rates, they will be payable as taxable bonuses.

Performance Standards that have incentive payments attached to them, must be achieved over a consistent period in order for the incentive payment to be payable.

Such bonus's are not guaranteed as a right and can be withdrawn by the Company if they are not commercially viable.

**39.0 UNION RECOGNITION AND MEMBERSHIP**

The company recognises the Transport Workers Union of Australia (NSW) as being the union that shall have representation of transport workers who are covered by this agreement.

The Company will not discourage new Employees to become financial members of the TWU.

The parties agree to observe the right of entry provisions under the Industrial Relations Act 1996, as amended.

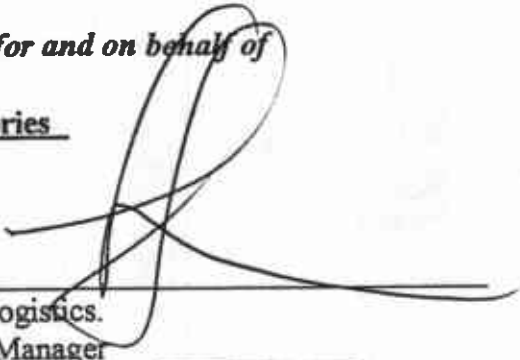
The Company further agrees that an authorised TWU representative may enter the Company's premises at a mutually agreed time subject to reasonable notification.





*Signed for and on behalf of*

Signatories

  
\_\_\_\_\_

MPG Logistics.  
Senior Manager

Date

18/12/2000

Witnessed by

  
\_\_\_\_\_


18/12/2000

(Print Name)

Michael Beatts

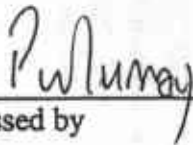
*Signed for and on behalf of*

Signatories

  
\_\_\_\_\_

Transport Workers Union of Australia  
New South Wales Branch  
State Secretary

Witnessed by

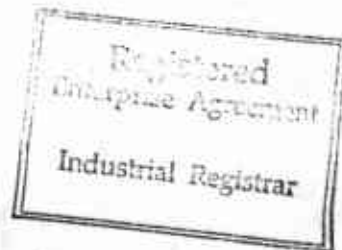
  
\_\_\_\_\_

Witnessed by

PATRICK MURRAY

Date \_\_\_\_\_

Date \_\_\_\_\_



**AIM OF THE AGREEMENT AND CONSULTATIVE COMMITTEE**

1. In agreeing to constructively pursue an Enterprise Bargaining Agreement on this site, it is recognised by both parties that there is a need to continue the Consultative Committee's present role.

MPG Logistics Management, the Consultative Committee (Metro CSO's) and the T.W.U. acknowledge the requirement for an atmosphere of mutual trust and co-operation. The overall purpose of such a Committee is to provide an environment for greater two way "Communication", and in doing so establish a forum in which Employees are able to express their points of view, and thus an opportunity to be involved, and also allow full utilisation of Employee knowledge and experience.

The parties commit to work together to ensure that the business remains focused on:

- Improvements to Customer Service levels on an ongoing basis
- Growth of the business' revenue and profits on an ongoing basis
- Operational excellence across all functions
- Flexible approaches to the way we perform tasks
- Positive approach to changing work practices.

***"CHALLENGING YOUR FUTURE"*****2. COMMITTEE CONSTITUTION**

The objectives of the committee will be:

- To increase the quality of working life for all Metro CSO's particularly in the areas of job design, skill formation, training and the working environment both physical and mental.
- To improve job security, productivity and efficiency of the Company.
- To increase the competitiveness of the Company and it's products, both nationally and internationally.
- To oversee the Metro CSO's input into re-routing on an individual basis.

**2.1 TERMS OF REFERENCE**

The following matters will be discussed at the Committee and, where appropriate, any decisions made and agreements reached, will go to senior Management in the form of recommendations to enable decisions made by the Company to take into account the views of the Metro CSO's.

1. Future plans including proposals for new products/services.
2. Current market conditions and general conditions of the industry.

NSW

3. The introduction of new technology/machines or new or revised work methods and the associated planning of layout, job numbers, skill requirements, etc.
4. Company training plans.
5. Equity of opportunity within the workplace.
6. Occupational Health and Safety matters particularly those related to the introduction of new technology and work methods.
7. Any other matter raised by Metro CSO's or Management, which impact on MPG Logistics Metro CSO's.

These matters will need to be considered in terms of the commercial viability of the business and in relation to not adversely affecting or disrupting the business operations. Each circumstance will stand on it's own.

## 2.2 AIMS AND STRUCTURE OF THE COMMITTEE

### 1. Composition

The Committee will comprise of at least four (4) core members, plus outside resources as required.

**Management:** Two (2) Management representatives will be appointed by Management. Management will inform the Committee if their representatives are to be changed. At least one (1) representative will have the authority to make decisions consistent with the terms of reference.

**Metro C.S.O:** Two (2) to be drawn from and democratically elected by Metro CSO's.

Other persons as required may attend committee meetings ex officio.

### 2. Secretary

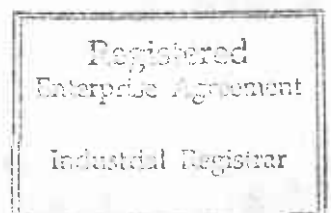
The Committee will elect a Secretary to take minutes. Management will be responsible for the typing and distribution of minutes.

### 3. Chairperson

The chair shall rotate amongst members on a three (3) monthly basis.

### 4. Agenda

All members of the Committee may submit agenda items. A Metro C.S.O Representative and a Management Representative may communicate at least one week prior to the meeting to type up and distribute the agenda to members of the Committee. All relevant documents should be circulated with the agenda at least one (1) week before the meeting. There will be an agenda item at each meeting used to review whether previous decisions are being acted on and progress has been made.



## 5. Meetings

The Consultative Committee shall review the working of this Agreement and any problems associated with its implementation in an effort to minimise or eliminate those problems which are associated with its implementation.

Committee meetings will be held every quarter, during paid time. Special meetings of the Committee may be called after informal discussions between both parties. Except in special circumstances, meetings will not be cancelled without consultation with all Committee members. It must be the responsibility of the Committee members to be available to attend every meeting.

The Metro C.S.O. representatives will be given fair and reasonable time to meet together before

The Committee meeting to be able to discuss their ideas.

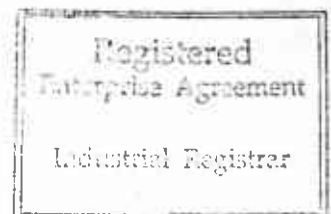
At a time no later than four (4) months before the expiry date of this Agreement, the Consultative Committee should start meeting on a regular basis with the aim to negotiate a new agreement.. The parties commit, during that negotiating period, to meet as regularly as possible, to ensure that a new Agreement is workable and in place.

## 6. Facilities and Rights for Metro C.S.O. Representatives

It is agreed that the Metro C.S.O representatives should have the following facilities and rights:-

Reasonable time off from regular job functions with approval:

- a) to canvass the views of Metro CSO's and
- b) to prepare items for the agenda,
- c) to prepare for meetings,
- d) to report back to the Metro CSO's after the meetings,
- e) to consult with other parties in matters deemed relevant by the Committee.



It is agreed that all time spent involved in these matters shall be treated and paid for as time worked. If the performance of an elected Metro C.S.O. representative is unsatisfactory, that representative may be removed from the Committee by a majority vote of all Metro CSO's. A Metro C.S.O. representative will cease to be a member of the Committee if they resign from the Committee, or the Company or, if they are promoted to a Management position.

Access to resources will be provided by Management at no cost to the Metro C.S.O. representatives, and will be assessed on a case by case basis. Such resources maybe withdrawn by the Company if abused or if deemed by the Company to be not essential.

➤ Confidentiality

Where management seeks to keep commercial information confidential, an explanation shall be provided.

Where requested by Committee Members that information remain confidential, this will be respected.

➤ Responsibilities of Committee Members

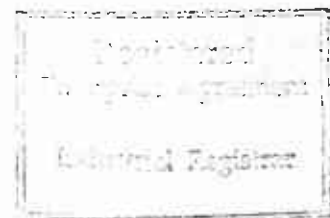
All Committee Members have the responsibility to attend all meetings, to give serious consideration to all matters raised, and to represent the views of their constituents.

➤ Training

All members of the Committee are entitled to extra training to ensure that they are able to represent their members and fully participate in the Consultative Committee.

It is agreed that:

- Such training for Metro C.S.O. Committee Members is separate from, all other forms of training, including Trade Union training.
- That the nature and extent of such training will be agreed between the Metro C.S.O. Committee Members and Management before it is entered into.
- That such training will be at no financial cost to the Metro C.S.O. members.
- Where possible, such training will be conducted during ordinary hours, but if after hours training is required, it shall be paid as ordinary time at the base hourly rate.
- TWU Delegates are permitted to attend TWU training for a maximum of 5 days per annum.



**WAGE DOCUMENT**

This Agreement allows for the payment of Metro CSO on the following ALL UP RATE concept.

Under this agreement CSO wages are made up of an EBA Base Rate plus allowances as listed the Table below to form an ALL UP RATE.

These hours incorporate a 45-hour week

Any hours in excess of 47 hours in any one (1) week shall be paid as overtime. All overtime shall be paid at 1.5 times base hourly rate.

Overtime will only be paid when the following hours are exceeded and is calculated on the EBA Base Rate. CSO Allowance is calculated by (ie): 5 hrs x 1.5t x 52 weeks.

All forms of leave will be based on up to 7.6 hours per day of Ordinary Time for the purpose of Overtime Calculation and for the payment of all Leave circumstances.

- 5 Day Metro - After 47.00 hours worked time per week. (Excepting weekend work which will be paid at Award Rates).

Lunch Break of ½ hour per day shall be paid.

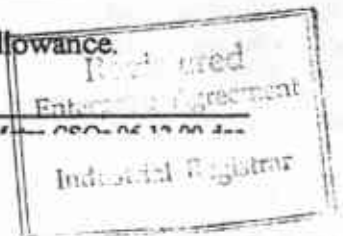
The taking of Meal Breaks is the responsibility of the CSO. Meal Breaks are to be taken at a suitable time for the employee and the business alike.

When a CSO returns to the site at the conclusion of their run the CSO will be deemed to have taken a Meal Break.

**WAGE STRUCTURE**

	<b>Current 30/6/2000</b>	<b>Year 1 – 1/7/2000</b>	<b>Year 2 – 1/7/2001</b>
Base Rate Weekly (GRADE 2)	\$513.05	\$531.00	\$549.59
Base Rate (GRADE 2) (pa)	\$26,678.77	\$27,612.43 (+3.5%)	\$28,578.86 (+3.5%)
Allowances			
- Phone	\$336.00	\$0.00	\$0.00
- Cash	\$696.80	\$1,040.00	\$1,040.00
- Annual Leave Loading (25%)	\$513.05	\$531.00	\$549.59
- Labour	\$4,516.64	\$5,449.82	\$5,640.56
- Zone	\$0.00	\$1,118.00	\$1,118.00
<b>ALL UP RATE (pa)</b>	<b>\$32,741.26</b>	<b>\$ 35,751.25</b>	<b>\$ 36,927.01</b>
Leading Hand Allowance (pa)	\$ 1,128.40	\$ 1,300.00	\$ 1,300.00
<b>ALL UP RATE – L/H (pa)</b>	<b>\$33,845.28</b>	<b>\$ 37,051.25</b>	<b>\$ 38,227.01</b>

- This reflects an increase on the base rate and labour component of CSO allowance.



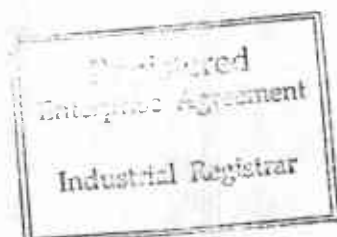
## LEAVE CIRCUMSTANCES

Leave accrual will be as per the Award, and be based on up to 7.6 hours per day, at the base hourly rate. ie Annual Leave, Long Service Leave, Sick Leave, Workers Compensation etc.

## MISCELLANEOUS

- New employees will commence on a three (3) month probation after which there may be an offer of salary package for permanent status
- Probationary employees will be paid for the hours worked, including allowances as applicable under the Award (i.e. 38 hours per week, with overtime to apply after 7.6 hours worked in the day).

This schedule will not be used by the Union as a precedent in other Mayne Nickless Limited Businesses.



## ANTI-DISCRIMINATION

Clause (*insert number*)

- (1) It is the intention of the parties to this agreement 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 race, sex, marital status, disability, homosexuality, transgender identity and age.

Paragraph 2 only applies where the agreement contains a dispute resolution procedure:

- (2) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this 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.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### NOTES

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."