

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/143**

**TITLE: MPG Logistics - Blackwoods Metals (Warehouse) Agreement 2000**

**I.R.C. NO: 2001/1379**

**DATE APPROVED/COMMENCEMENT: 7 March 2001/ 3 July 2000**

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 18 May 2001**

**DATE TERMINATED:**

**NUMBER OF PAGES: 19**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to all employees engaged in warehouse functions at Blackwoods Metals, 13 Cooper St, Smithfield NSW**

**PARTIES: Mayne Nickless Limited trading as MPG Logistics -&- National Union of Workers, New South Wales Branch**

Registered  
Enterprise Agreement  
Industrial Registrar

**MPG LOGISTICS – BLACKWOODS GROUP (NSW)**

**AND**

**NATIONAL UNION OF WORKERS  
ENTERPRISE AGREEMENT 2000**

**FILED**

19 FEB 2001

OFFICE OF THE INDUSTRIAL  
REGISTRAR

**1. Title:**

This Agreement shall be known as the MPG Logistics / Blackwoods Metals (Warehouse) Agreement 2000.

**2. Arrangement:**

1. Title
2. Arrangement
3. Period of Operation
4. Parties Bound
5. Relationship to Parent Award
6. Dispute Resolution Procedure
7. Replacement of Prior Agreement
8. Objectives
9. Multi-skilling
10. Labour Portability
11. Relocation
12. Major Change
13. Classifications / Work Functions
14. Hours of Work
15. Wage Rates
16. Restructuring
17. Operational Requirements
18. Performance Standards
19. Incentive Payments
20. Occupational Health and Safety
21. Superannuation
22. Employee Assistance Program
23. Meetings
24. Labour Hire Agencies / Contractors
25. Union Membership
26. New/Probationary/Casual & Permanent Part Time Employees
27. Abandonment of Employment
28. Annual Leave
29. Rostered Day Off (RDO's)
30. Sick Leave
31. Flexible Lunch Arrangement
32. Management Operational Assistance
33. Multi-skilling
34. Code of Conduct
35. Substitution of Union Picnic Day
36. Shift Patterns
37. Anti-Discrimination

Signatories



**3. Period Of Operation:**

This Agreement will be effective from 3<sup>rd</sup> July 2000 and will expire 30<sup>th</sup> June 2002.

**4. Parties Bound:**

This Agreement shall apply and be binding on:

- a) MPG Logistics Pty Ltd in respect of its operations located at Blackwoods Metals, 13 Cooper St, Smithfield NSW
- b) The employees of Mayne Nickless Ltd engaged by MPG Logistics Pty Ltd in Warehouse functions at the above site.
- c) The National Union of Workers, in respect of its members who are engaged in the above described functions.

**5. Relationship to Parent Award:**

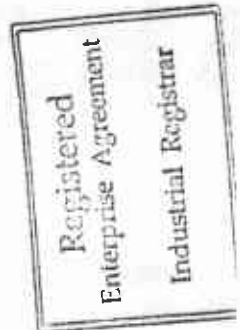
This Agreement shall be read in conjunction with the Storeman and Packers Bond and Free Stores (State) Award. In the event of any inconsistency, this Agreement shall take precedence.

**6. Disputes Resolution Procedure:**

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

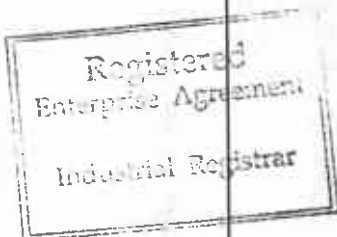
In the event that an employee or group of employees have any grievances or concerns about their working environment, or work practices, they should attempt to resolve the dispute by discussion with the relevant supervisor/manager.

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.



Stage 1	<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 24 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. 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 24 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 3</p>	<p>If the matter has not been resolved during 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 24 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 4</p>	<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 24 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 5</p>	<p>If the matter has not been resolved during Stage 4, the matter should be referred to an impartial third party for conciliation, with a no strike commitment given. The parties would accept the Industrial Relations Commission of New South Wales as an appropriate mediator unless otherwise agreed. If the mediator / Commission makes a recommendation or order, the parties agree to abide by that recommendation as far as practicable.</p> <p>After Stage 5, there is a 24 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 6</p>	<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.

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.

**7. Replacement of Prior Agreements:**

The parties agree that this Agreement contains all relevant terms and conditions of employment in relation to the operations that will take place at the location. Any prior agreements reached between the parties will not be applicable to this location, and have been entirely replaced by this Agreement.

**8. Objectives:**

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

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



**9. Multi-skilling:**

In order to achieve the above objectives it is agreed that employees will need to be multi-skilled across functions, accounts (contracts) and classifications. The Company will ensure that adequate training has taken place to ensure that such a degree of multi-skilling can occur and will implement flexible work structures / rosters to give various individuals, or work groups time to become accustomed to and proficient within different areas.

**10. Labour Portability:**

Employees covered by this Agreement will need to be portable between the location specified within this Agreement and other locations in surrounding areas.

Where it is necessary for an employee to work in similar functions from a different location (not in a permanent relocation sense) then:

The employee shall be subject to the new sites Enterprise Agreement, so long as the relocation is not financially detrimental to the employee.

***Determination of Appropriate Rates:***

If different rates apply between sites, the employees will be entitled to Highest Function, that is the highest rate will apply.

***Terms and Conditions (other than rates)***

Where Site A employees are required to work at Site B, the terms and conditions of Site B's Location-specific Agreement shall apply (other than rates).

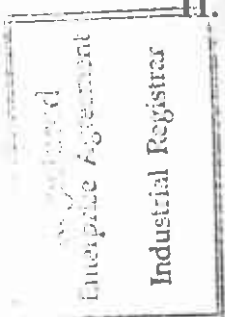
***Reasonable Distance***

Where Site A employees are required to work at Site B, a "reasonable distance" for the purposes of labour portability (as distinct from any other relocation issue) shall be calculated as 30 kilometres radius from Site A's location, unless otherwise agreed between the parties having regard for the personal circumstances of any employees involved.

**11. Relocation:**

It may occur that a permanent relocation could arise. Consultation about the terms of such relocation will occur with the employee(s) involved, and such terms will be considerate of personal circumstances.

In the event that such a relocation affects the entire site, this Agreement will be terminated if deemed unsuitable.



**12. Major Change:**

In the event that major changes occur within the business and this Agreement is as a consequence deemed unsuitable, this Agreement will be terminated.

The parties to the Agreement recognise that ongoing change will occur as the business grows and responds to new and developing market / customer demands. Such changes will involve consultation where necessary with the employees covered by this Agreement in order to ensure that they are implemented smoothly.

**13. Classifications / Work Functions:**

**Grade 1:**

For the purpose of this award, Grade 1 shall mean an employee who performs work to the level of their training, and;

1. Is responsible for the quality of their own work (subject to instructions and direction)
2. Works in a team environment and/or under routine supervision
3. Undertakes duties in a safe and responsible manner
4. Exercises discretion within their level of skill and training
5. Possesses good interpersonal and communication skills

Indicative of the tasks which an employee at this level may be required to perform include the following -

- General labouring and cleaning duties
- Order assembling including picking stock
- Loading / unloading
- Receiving, checking, dispatching and sorting of products
- Satisfying internal and external customer needs
- Operation of a keyboard to carry out stores work
- Documenting and recording of goods, materials and components
- Basic inventory control
- Use of overhead travelling crane using Workcover Log Book, hand trolleys and pallet trucks

**Grade 2:**

For the purpose of this award, Grade 2 shall mean an employee, who in addition to performing the duties of a Grade 1;

1. Has performed 12 months service as a Grade 1 and has satisfactorily acquired the skills relevant to the enterprise at this level;
2. Licensed and/or certified to operate all appropriate materials handling equipment eg; forklift, mobile crane, carousel, etc
3. May be required to assist in the development of a Grade 1

**Grade 3:**

For the purposes of this award, a Grade 3 shall mean an employee, who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis. An employee at this level performs work to the level of their training and is;

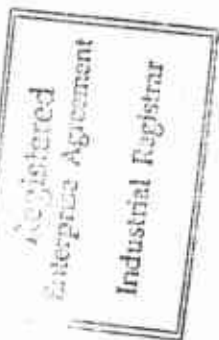
1. Able to work from complex instructions and procedures
2. Able to co-ordinate work in a team environment under general supervision
3. Responsible for assuring the quality of their own work
4. Possesses sound interpersonal and communication skills
5. Able to work unsupervised in all aspects of stores work
6. May be required to perform the following tasks/duties –
  - Inventory and stores control
  - VDU operation using intermediate keyboard skill to carry out stores work
  - Use of other electronic equipment, eg; scanner, to carry out stores work

**Grade 4:**

For the purposes of this award, a Grade 4 shall mean an employee, who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer as either a single store worker in charge of a store or as an operator of computer technology used for high level inventory and stock control.

An employee appointed in this capacity performs work to the level of their training and;

1. Understands and is responsible for their own quality control
2. Possesses a sound level of interpersonal and communication skills
3. Sound working knowledge of all stores duties performed at levels below this grade, exercises discretion within scope of this grade, and has a good knowledge of the employers product
4. May perform work requiring minimal supervision, either individually or in a team environment
5. Must be competent to perform the following tasks/duties –
  -





- Licensed to operate appropriate materials handling equipment, eg; forklifts, crane, carousels etc
- 6. In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards
- 7. Be responsible for quality control of the work of other Storemen and Packers

#### **14. Spread of Hours**

The spread of ordinary hours shall be from 6.00AM to 6.00PM, Monday to Friday. To provide the Company's customers with enhanced operational coverage, a rearrangement of hours may be introduced at Blackwoods Metals (Warehouse) Smithfield following consultation and agreement with employees.

The normal spread of hours may not always be appropriate to the needs of the business, and greater flexibility may be periodically required. Any variation to the normal spread of hours shall be reviewed and agreed between the Company and its employees.

To meet specific customer service or operational needs, the Company and its employees may agree to amended start times, provided that sufficient notice is given to the employee/s at the completion of the previous shift worked.

#### **15. Wages & Related Matters:**

##### **Wage Increase**

Employees shall, as a result of this Agreement, have their rates of pay increased from the first full pay period as set out below. These increases shall apply to hourly rates, but not to any allowances or other payments made.

##### **(i) Phase One - Wage Increase**

Rates of pay increased by 5% from the first full pay period on and from Monday 3<sup>rd</sup> July 2000.

##### **(ii) Phase Two - Wage Increase**

Rates of pay shall increase by 3% from the first full pay period on and from Monday 2<sup>nd</sup> July 2001.



Level	1 <sup>st</sup> October 1999	Rates @ 3 <sup>rd</sup> July 2000	Rates @ 2 <sup>nd</sup> July 2001
Grade 1	\$516.06	\$541.86	\$558.12
Grade 2	\$539.30	\$566.26	\$583.25
Grade 3	\$553.59	\$581.27	\$598.71
Grade 4	\$569.62	\$598.10	\$616.04

Employees shall be paid weekly by Electronic Funds Transfer (EFT). The Company shall normally pay wages to selected accounts by the close of business each Wednesday, except, where Public Holidays or other circumstances outside the Company's control require that the payday may vary, without penalty.

#### **Paid to the Minute**

The practice of working to the next 15 minute interval is unproductive and costly, and employees shall report their start and finish times to the minute, and be paid accordingly.

#### **16. 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, measures will be established to ensure no employee is significantly disadvantaged by such a relocation, and employees will not unreasonably oppose such relocations.

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 by agreement 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.

#### **17. 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:

- A pre-check of equipment prior to commencement of duties
- The equipment being operated safely and in accordance with the SOP's
- The picking, cutting, packaging and loading to be performed in a safe manner at all times and in accordance with the SOP's
- Maintaining a clean working environment
- Being courteous and helpful to all customers
- The paperwork being legible and accurate
- Reporting all incidents and accidents promptly to your immediate Supervisor
- A strong focus on SAFETY

**18. Performance Standards:**

The Company will set performance standards with regard to the operational requirements on a regular basis.

The performance standards will be reviewed every quarter 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.

Performance standards will be established and placed on notice boards for all employees' information. Any concerns about the performance standards should be discussed with the operational supervisors or managers.

Any incentive payments that may be attached to such performance standards will be remunerated in accordance with Clause 18.

**19. Incentive Payments:**

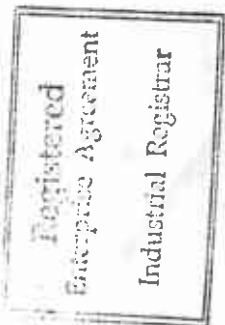
Performance Standards may or may not have an incentive payment attached to them.

If incentive payments are established in lieu of hourly rates, then measures will be in place to ensure that earnings do not fall beneath the base wage, established in this agreement.

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.

Any incentive payments that are established, will be communicated to employees and placed on notice boards.



**20. Occupational Health and Safety:**

MPG acknowledges and will observe its responsibilities in regard to providing a safe and healthy workplace, including training.

It is the responsibility of employees to:

- take care of their own health and safety and that of others affected by their actions at work;
- report to their Supervisor all accidents, near hit incidents, injuries and potential or actual hazards and to co-operate in the investigation of these events;
- adhere to safe work procedures that have been developed;
- ensure the correct use of all equipment provided for health and safety purposes including the wearing of personal protective equipment and clothing; and
- obey all operational and security safety rules and instructions issued to protect their own health and safety and that of others.

MPG and the employees will cooperate with MPG's initiatives to improve health and safety and follow all relevant health and safety policies and procedures.

**21. Superannuation:**

MPG will observe relevant statutory and Award requirements in respect of superannuation. SGC contributions will be made to the Labour Union Cooperative Retirement Fund, unless statutory / legislative changes preclude this. Employees can elect to salary sacrifice further contributions towards the Fund in accordance with the trust deed rules and MPG / MNL policy.

**22. Employee Assistance Program:**

The Company understands that mentally and physically healthy employees are an asset to the Organisation.

We also understand that personal and interpersonal issues can sometimes cause problems, and that counselling can help an employee realise his or her goals within the organisation.

Alcohol and other drug abuse, emotional, marital, family, trauma or work-related problems affect employee health and quality of life. Such problems are treatable and are the legitimate concern of employers when they affect work performance. Employees who experience these problems may be unable to function efficiently, effectively and safely on the job.

Whilst we understand that it is of benefit to solve one's own problems, that is often not possible. Therefore, we have developed an Employee Assistance Program to provide confidential counselling services, through an external,



independent provider, which will be of benefit to both the individual as well as the organisation.

**23. Meetings:**

The National Union of Workers will provide 7 days notice to local management for meetings to be held on site with union members. Local Management may agree that less notice may be provided, if this is suitable to the business operation.

Meetings may take place at specific locations during periods when there is little or no impact on the Company's ability to provide services to our customers.

Meetings will be of reasonable duration. The duration will be agreed to prior to commencement of the meeting between local management and the National Union of Workers.

The Company and its employees shall participate in training sessions on two Saturdays each calendar year for the duration of the Agreement. A minimum of four hours ordinary time shall be paid for each session, not including breaks or meals provided within the course presentation. Additional hours shall be paid at time and half.

Attendance by employees at Toolbox Meetings shall be unpaid and voluntary. Any meetings or training activities outside of these provisions shall be paid at relevant award rates.

**24. Labour Hire Agencies / Contractors:**

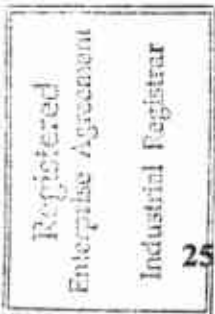
MPG will ensure that any employees of Labour Hire Agencies engaged at specific locations, in the same work as the employees at those locations, will receive the rates specified in the Location-specific Agreements.

MPG will use its best endeavours to ensure that Contractors engaged by MPG observe the relevant Award conditions, particularly pertaining to Occupational Health and Safety.

**25. Union Membership:**

MPG supports their employees' choices to be members of the National Union of Workers and encourages employee representatives to represent employees who wish to be so represented, in a positive and consultative manner.

Employee representatives are expected to conduct their normal work duties in a diligent manner, but will be awarded reasonable time during business hours to represent employees as necessary, having regard for the needs of the business, and upon obtaining permission from management.



If training is required for employee representatives, MPG will support this as long as the training enhances the MPG Employee Relations environment and overall service performance.

MPG will ensure compliance with Equal Employment Opportunity and Anti-discrimination legislation, with respect to union membership.

## **26. New Employees**

Any employee recruited by the Company during the term of this Agreement who would have been eligible to be a party to this Agreement at the time of registration had they been employed at that time, may become a party to this Agreement. A new employee shall, from the date of becoming a party, be entitled to the benefits and be bound by the obligations under this Agreement.

### **Probationary Employee**

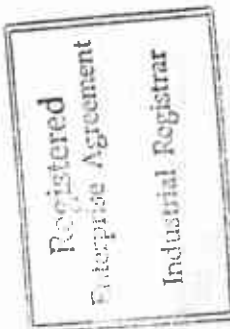
New employees shall be subject to a three month probationary period and, whilst under probation, shall be paid at the Agreement hourly rate for their classification, with holidays, sick leave and all other entitlements to accrue from the initial start date. Probationary employees shall receive appropriate supervised training and induction, and their performances shall be reviewed and discussed on an ongoing basis. Probationary employees who do not fulfill the position's needs may be terminated in accordance with Award provisions. Probationary employees who successfully complete the three-month probationary period shall be classified as a permanent weekly employee.

### **Casual Employees**

Casual employees, whether employed directly by the Company or through an agency, shall now be paid at the relevant Agreement hourly wage rate, plus the prescribed casual loading. Casuals shall receive a minimum payment of four hours for each start.

### **Permanent Part Time Employees**

The Company may employ Permanent Part Time employees who are permanently appointed to work fewer hours each week than other full time employees. The Company and its Permanent Part Time employees shall agree the number of hours to be worked, as provided for within the parent award, at the relevant Agreement hourly rate of pay. Permanent Part Time employees shall work up to the rostered daily ordinary hours prescribed for full time employees working on that shift and shall be paid at the normal rate of pay. Hours worked in excess of these hours shall be paid at the applicable overtime rate. Permanent Part Time employees shall be entitled to all other entitlements on a pro rata basis.



**27. Abandonment of Employment**

Employees who are absent for three consecutive days or more without the consent of the Company and who have made no contact with their supervisor or manager, shall be deemed to have abandoned their employment, and their employment shall be terminated and entitlements paid up to the last day worked, unless a valid reason is given within seven working days.

**28. Annual Leave**

During normal business activity, a maximum of two employees may proceed on Annual Leave at the same time. During Christmas/New Year, Easter and other reduced activity periods, employees may be required to take leave to suit the needs of the business. Employees may also be directed to take Annual Leave when they have accumulated entitlements in excess of 20 days. Other annual leave shall be by mutual agreement. The submission of an Annual Leave request does not constitute the approval of the leave, and the Company shall inform its employees within seven days of the approval or non-approval of the requested leave.

**29. Rostered Days Off**

Employees may accumulate up to twelve rostered days off (RDOs) by routinely working eight hours per day, 40 hours per week, and be paid for 38 hours per week at ordinary rates. The Company may require that an employee take RDOs, to meet the needs of the business. Such RDOs shall be arranged by mutual agreement or, where no agreement is reached, the Company may direct an employee to take RDOs by giving appropriate notice at or before the completion of the previous shift worked. Employees may take an RDO by mutual agreement by providing the Company five days advance notice, and shall be paid out all remaining RDOs owed for the calendar year, at ordinary time, as at the first full pay period of either June or December each year.

**30. Sick Leave**

Absenteeism is a detrimental cost to the business and, to reduce its incidence, the parties agree that all sick leave in excess of one consecutive day or adjacent to a weekend / public holiday, must be supported by a medical certificate. In addition, all single day absences after two days of sick leave has been taken within the year shall also be supported by a medical certificate. Failure to provide a certificate for such absences shall result in the non-payment of wages for the period during which the employee was not at work.

The company shall aim to reduce absenteeism by 20% each year, and encourages its employees to maintain good health by offering an incentive (in gross dollars) for unused sick leave as at the first full pay period of December each year. Employees shall receive \$400 for eight or more unused sick days, \$300 for seven days, \$200 for six days and \$100 for five days. Poor



attendance records shall be grounds for disciplinary action. The incentive programme shall not reduce the employee's normal sick leave accruals.

**31. Flexible Lunch Arrangement**

To improve customer service, employees shall arrange their meal breaks to complement customer demands and to otherwise eliminate equipment down time. Accordingly, meal breaks may be varied to ensure lunch breaks are taken at a more convenient time during the employee's shift.

**32. Management Operational Assistance**

The parties agree that Management Operating Assistance (MOA) shall be permitted where circumstances are such that the situation is deemed to be an emergency ie, life threatening..

**33. Multi-Skilling**

Employees, as and when directed by the Company, shall make themselves available to work in other sections to gain experience in performing other tasks and functions associated with the Company's operational activities, and shall undertake any necessary training to facilitate multi skilling..

**34. Code of Conduct**

The Code of Conduct principles and guidelines detailed in the Stage I and II Agreement shall continue to be relevant to this Agreement. In particular, the following principles shall apply:

- as a service provider, the Company requires that its employees always be punctual, honest, courteous, helpful, respectful, accurate, productive and safe at work
- the Company shall provide its employees with training, counselling and, as appropriate, discipline to improve performance deficiencies, notably poor attendances, unsafe acts and unprofessional behaviour
- employees shall receive appropriate formal warnings as the circumstances require, and shall have the right to have a witness present during the discipline procedure
- the Company may stand down an employee with pay pending investigation and, in instances of gross misconduct, shall terminate the employment.

**Acts of Dishonesty:** The following are examples of behaviour that employees recognise as dismissible offences:

- proven cases of theft and pilferage (stealing),
- falsifying time sheet and similar documents to gain a benefit (overtime) that the employee is not entitled to,





- any malicious violence during Company time directed towards the Company's property, customers or their property, a member of the public and/or a fellow employee,
- refusal to carry out a lawful and reasonable request given by a Company representative,
- use or possession of illegal drugs, alcohol or other substances in Company time and/or Company property, noting that prescription drugs should be brought to the attention of the employee's supervisor

**Misconduct:** The following are examples of behaviour that may lead to disciplinary action being taken against the employee:

- driving a vehicle in the yard complex at excessive speed,
- mishandling (throwing, kicking) and, thereby, causing damage to freight,
- not approaching and treating employees in a reasonable and civil manner,
- failure to notify the Company when arriving at work later (within one hour) than the normal starting time,
- unacceptable attendance, continual lateness, patterned absences, failure to notify the Company of a pending absence (prior to rostered starting time),
- failure to wear Company uniform while representing the Company ,
- failure to effectively perform duties,
- under the influence of alcohol when reporting to work,
- failure to work in a safe and healthy manner, and/or
- failure to comply with operating procedures leading to injury/damage to property/persons or productivity.

**General Conduct:** In cases of serious misconduct, employees may be given a verbal warning, a written warning or be dismissed, depending on the following criteria:

- the circumstances and work relevance of the misconduct,
- the seriousness of the misconduct,
- the employee's explanation of his/her conduct, and
- the employee's past conduct and personal situation.

**Note 1:** At the discretion of the Company, an employee involved in misconduct (other than acts of dishonesty) may be stood down on normal pay, pending a full investigation.

**Note 2:** Letters of Warning for misconduct (other than acts of dishonesty) will remain on an employee's file for 9 months (for First Warning), 12 months (for Second Warning) or 24 months (for Final Warning). The employee will be required to sign Letters of Warning to confirm that the content is understood.



**Note 3:** The employee has the right to have a witness of choice present during all of the above steps. The employee also has the right to have a union official and/or delegate present during any phase of the disciplinary proceedings.

**35. Substitution of Union Picnic Day**

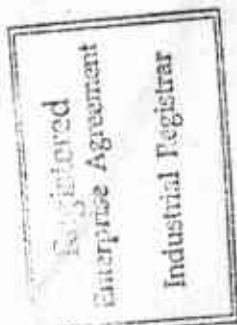
The Union Picnic Day may be substituted for another day, as provided for under the parent award, by agreement between the Company and its employees, to be taken adjacent to a period of annual leave or at another time to suit the needs of the business.

**36. Shift Patterns**

The Company shall adopt shift patterns that most effectively achieve customer expectations and other operational needs. The shift patterns may be amended to reflect changing needs by mutual agreement. Individual employees may be transferred between the day and afternoon shifts with twelve hours notice. Permanent transfers shall be arranged through consultation.

The agreed shifts at Blackwoods, Smithfield shall be 0600 to 1430 hours, 0930 to 1800 hours, 1400 to 2230 hours and 2130 to 0600 hours.

To meet specific customer service or operational needs, the Company and its employees may agree to amended starting times, provided that sufficient notice is given to the employee/s at the completion of the previous shift worked.



**37. Anti-Discrimination**

**37.1** 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:

**37.2** 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.

**37.3** 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.

**37.4** Nothing in this clause is to be taken to affect:

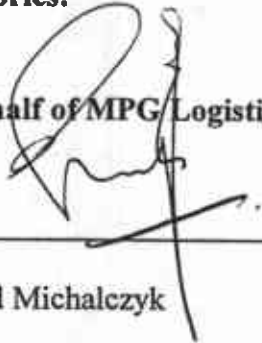
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

**37.5** 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.



**Signatories:**

On behalf of MPG Logistics Pty Ltd

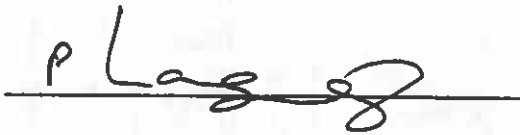


Representative's Signature

Richard Michalczyk

Representative's Printed Name

28/08/2000



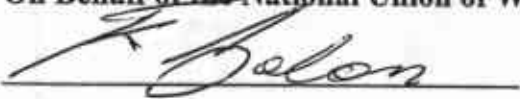
Witness' Signature

PETER LAGA

Witness' Printed Name

18/9/00

On Behalf of the National Union of Workers (NSW)



Representative's Signature

FRANK BELAN

Representative's Printed Name

21/8/00 Date



Witness' Signature

JENNIFER LORD JP

Witness' Printed Name

21/8/00 Date

