

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/160

**TITLE: The EA Roche Wharf Services (Blacktown) Certified Agreement
1999-2002**

I.R.C. NO: 00/2023

DATE APPROVED/COMMENCEMENT: Approved 1 June 2000 and commenced
1 October 1999

TERM: 30 September 2002

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 28 July 2000

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: It applies to employees working in transport related functions at EA Roche Wharf Services, Blacktown, and employees of Mayne Nickles at the above site

PARTIES: Mayne Logistics EA Roche Wharf Services NSW -&- Transport Workers' Union of Australia, New South Wales Branch



CERTIFIED AGREEMENT

Between

E.A. Roche Wharf Services - Blacktown

- (A Service of MPG Logistics Pty Ltd)

ACN 085 886 862

and

TRANSPORT WORKERS UNION OF AUSTRALIA

New South Wales Branch

Agreement
07/02/00

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14:25 C.Long.



CLAUSE 1 - TITLE

This Agreement shall be known as the EA Roche Wharf Services (Blacktown) Certified Agreement 1999 to 2002.

CLAUSE 2 - ARRANGEMENT

- Clause 1 - Title
- Clause 2 - Arrangement
- Clause 3 - Scope
- Clause 4 - Relationship To Parent Award
- Clause 5 - Period of Operation
- Clause 6 - Settlement Of Disputes
- Clause 7 - Rates of Pay
- Clause 8 - Management and Staff Commitments
- Clause 9 - Purpose of Agreement
- Clause 10 - Permanent Part Time Employees
- Clause 11 - Agreed Rest Periods.
- Clause 12 - Annualised Salary Concept
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- Clause 14 - Management Operational Assistance
- Clause 15 - Priority Services
- Clause 16 - Spread of Hours
- Clause 17 - Starting Times
- Clause 18 - Re-Arrangement of Hours
- Clause 19 - Code of Conduct
- Clause 20 - Trip Rates
- Clause 21 - Multi-Skilling
- Clause 22 - Payment of Wages
- Clause 23 - Flexible Lunch Arrangement
- Clause 24 - Duress
- Clause 25- Employees Covered

CLAUSE 3 - SCOPE

This Enterprise Agreement applies to and shall be binding on:

1. The Transport Workers Union of Australia, New South Wales Branch (the Union); and
2. MPG Logistics trading as EA Roche Wharf Services (Blacktown) (the Company); and
3. The employees of Mayne Nickless Ltd, engaged in transport related services at the above site.

CLAUSE 4 - RELATIONSHIP TO PARENT AWARD

This Agreement shall be read in conjunction with the NSW Transport Industry (State) Award as ammended (the Parent Award) and The Heads of Agreement between MPG Logistics Pty Ltd and the Transport Workers Union of Australia-NSW Branch for Employees(A) provided that should there be any inconsistency between this Agreement and either the Award or the Heads of Agreement, this Agreement shall prevail to the extent of the inconsistency.

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CLAUSE 5 - PERIOD OF OPERATION

1. This Enterprise Agreement shall operate on and from the 1st October 1999 until 30 September 2002.
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.

CLAUSE 6 - SETTLEMENT OF DISPUTES

The parties are committed to do everything possible to avoid an interruption to the operation of the Company and its customers.

As such it is agreed that it is a strict term of this Agreement that adherence to the disputes procedure will occur and normal work will continue while the procedure is being observed.

This disputes settlement procedure as detailed in the MPG Logistics Pty Ltd - TWU (NSW Branch) Heads of Agreement (Employees A) shall be observed (it is recognised by all parties that "cooling off" period of 48 hours shall apply, before employees vote on issues relating to bans, limitations or industrial disruptions) and part of the procedure will involve discussions between TWU official and relevant management of the company first.

CLAUSE 8 - RATES OF PAY

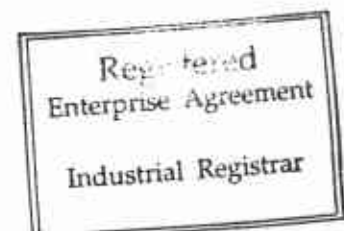
It is agreed that the following base rates of pay will apply upon ratification of the document:

Grade	Rate @ 30/9/99	3.5% Increase effective 1/10/99	3.5% Increase effective 1/10/00	3.5% Increase effective 1/10/01
Grade 1	492.74	509.99	527.84	546.31
Grade 2	510.97	528.85	547.36	566.52
Grade 3	521.97	540.24	559.15	578.72
Grade 4	532.46	551.10	570.38	590.35
Grade 5	559.16	578.73	598.99	619.95
Grade 6	565.89	585.70	606.20	627.41
Grade 7	586.30	606.82	628.06	650.04
Grade 8	627.89	649.87	672.61	696.15

Note: Wage increases will apply from the first full pay period from the above dates.

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CLAUSE 8 - MANAGEMENT AND STAFF Commitments

The Company and employees agree that it is to their mutual benefit to:

- a) Focus decision making and responsibilities around customer satisfaction (i.e. clients and suppliers).
- 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 this 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) Attend work when required and report absences as soon as possible.

CLAUSE 9 - PURPOSE OF AGREEMENT

a) Intent

This Agreement has been designed to provide opportunities for management and staff to develop specific improvements or initiatives in the facility and its services. The Company, in conjunction with its employees, intends to achieve a stable and workable employee relations environment at the facility to provide flexibilities, a competitive edge, improved efficiency, and quality services. *To this end*, the union agrees to work with management and its employees to facilitate:

- more innovative working arrangements than exist at present;
- improve the facility's needs/servicing requirements;
- opportunities for staff participate in new initiatives;
- initiatives which improve business plans/budgets/work culture and operations.

b) Continuous Improvement Initiatives

- i) The parties to this Agreement are committed to genuinely identify and implement measures to improve productivity and efficiency at the facility during the life of this Agreement.
- ii) It is agreed the union will allow specific productivity and efficiency measures.
- iii) Specific measures to be considered as part of a broad agenda may include matters such as:
 - Improved service delivery
 - Flexible work patterns
 - Work roster modeling
 - Work practice reviews
 - Continuous service improvements processes
 - Minimising workers compensation costs etc.
- iv) The Union and employees agree to co-operate in providing (the Company) with more flexible arrangements and savings which complement the facility's

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services and customer requirements. This collaborative approach will also involve future parent Award changes being in plain English and being, simpler to read.

CLAUSE 10 - PERMANENT PART TIME EMPLOYEES

Permanent part time provisions have been agreed to ensure more flexible provisions for employees may be utilised. This provision is designed to cater for different family responsibilities.

- 1) A permanent part - time employee is one who is permanently appointed by a facility to work; a specified number of hours, which are less than those prescribed for a full-time employee. By agreement between the employer and the employee the specified number of hours may be balanced over a week fortnight and/or monthly period provided that the average weekly hours shall be deemed to be the specified number of hours for the purposes of accrual of leave. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a week on week(s) off basis in accordance with this subclause.
- 2) Employees engaged under this clause shall be paid an hourly rate calculated on the basis of 1/38th of the appropriate rate prescribed by this Agreement. Minimum engagements will be arranged by mutual agreement.
- 3) Permanent part-time employees shall be entitled to all other entitlements on a pro-rata basis

CLAUSE 11 - AGREED REST PERIODS

The minimum requirements for Rest Periods as outlined by the Roads and Traffic Authority of NSW will apply in all operations both intra and interstate for all Sydney based EA Rocke employees.

CLAUSE 12 - ANNUALISED SALARY CONCEPT

Should any employee seek an Annualised salary in lieu of the prescribed method of payment of wages as contained in the Award, then by agreement with the company an Annualised Salary, paid weekly by EFT may be paid.

The base rates used in any calculations for annualised salaries are those contained in this Agreement.

An annualised salary will not be imposed on any employee and before any annualised rate could be introduced it would require:

- consultation between the parties
- research
- mutual agreement

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CLAUSE 13 - PAYMENT FOR MEETING AND/OR TRAINING

It is agreed between the parties that any Company endorsed meetings and/or training courses arranged outside an employee's ordinary hours of work, will be paid at single time rates only and exclusive of any meal monies.

Examples would include, but are not limited to the following:

- OH&S meetings/training
- Toolbox meetings
- Management meetings
- Any training course

CLAUSE 14 - MANAGEMENT OPERATIONAL ASSISTANCE

All parties agree that some MOA will be permitted within this Agreement, in circumstances where no-one is available to lift containers off vehicles or when general assistance is required to maintain continuity of work and service to customers in emergency circumstances.

CLAUSE 15- PRIORITY SERVICES

The parties are committed to observe all its undertaking with clients, the significance of several contract are acknowledged by the parties through the introduction of "priority services".

As such it is agreed between the parties that the following services shall be deemed to be "priority services" and will not be affected in anyway by industrial stoppages, bans or limitations or any other circumstances, as agreed with the state secretary of the Union, New South Wales Branch, and the site employees.

Contracts deemed to be "Priority Services"

I. Baxter Healthcare

CLAUSE 16 - SPREAD OF HOURS

It is agreed that flexible starting times within the new agreed spread of hours, i.e. 0600 to 1800 will enhance operational flexibility.

CLAUSE 17 - STARTING TIMES

It is agreed that flexible starting times, within the new spread of hours i.e. 0600 to 1800 will enhance the operational effectiveness of the company's contracts.

The ability to vary an employee's start time without the 7-day notice period as contained within the award, will significantly improve productivity levels for both labour and capital employed.

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As such, it is agreed that an employee may have their starting time varied, provided that notice is given to the employee prior to the cessation of their last shift.

CLAUSE 18 - RE-ARRANGEMENT OF HOURS

The parties agree that where circumstances exist to provide clients with enhanced operational coverage through variation of work hours, then and by agreement with those employees concerned re-arrangement of hours may be introduced.

Provided that where an arrangement of hours has been introduced the following guidelines apply:

1. Hours of work will be up to a maximum of 10 hours a day.
2. Ordinary hours may be worked Monday through Friday.
3. Maximum hours of ordinary timework over a 4-week period will be 152 hours.

CLAUSE 19 - CODE OF CONDUCT

The following Codes Of Conduct have been designed to ensure all employees understand their Obligations/Responsibilities with regard to Acts of Dishonesty, Company Policy and General Discipline.

1. General

All employees including management are required to:

- i) Treat customers and colleagues with honesty, courtesy, and respect.
- ii) Effectively perform duties in line with business objectives, awards/agreements policies, rules and procedures
- iii) Work in a safe and healthy manner.
- iv) Attend work when required and report absences immediately

2. Acts of Dishonesty

The following examples are listed as a guide to ensure that all employees clearly understand that such acts are dismissible offences.

1. Proven cases of Theft or Pilferage (stealing)
2. Falsifying of documents so as to achieve a benefit one is not entitled to (wage/timesheets etc) etc.)
3. Clocking off and on Bundy cards other than the Bundy card displaying the employees own payroll number
4. Any form of proven malicious violence towards
 - a) Company property
 - b) Customers and/or their property
 - c) Any member of the public and/or their property
 - d) A fellow employee

Above relates to during working hours and on Company or client's property, however, it does not prevent employees using self-defense.

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5. Refusal to follow or carry out a Lawful and Reasonable request/directive given by a Supervisor, Fleet Controller, Manager
6. The use of, or being affected by or in possession of Illegal Drugs and/or substances in company time, on company property.
The use of drugs which may affect any employees performance must be brought to the attention of the employee's Supervisor or Manager. Such information will be deemed confidential.
7. Consumption of alcohol during working hours.

The above list is not exhaustive and employees should take care and avoid placing themselves in such a situation.

3. Misconduct

The following list represents a guide for employees to ensure they understand that such misconduct can lead to Disciplinary Action being taken against ;an employee.

1. Driving any vehicle in the yard/warehouse complex at excessive speed or recklessly.
2. Mishandling (throwing, kicking) thereby causing damage to Customer and/or Company products/property.
3. Not approaching or treating employees in a reasonable and civil manner.
4. Failing to notify the Company via a Supervisor when arriving later than normal starting time (within one (1) hour).
5. Unacceptable attendance, continual lateness, patterned absences, failure to notify the company via a Supervisor, for a pending absence (prior to rostered start time).
6. Failure to wear uniform while representing the Company whilst effecting pickups and deliveries.
7. Failure to effectively perform duties.
8. Failure to be free from the influence of alcohol when reporting to work
9. Failure to work in a Safe and Healthy manner.

The above list is not exhaustive and employees should take care and avoid placing themselves in such a situation

4. General Conduct

In cases of serious misconduct, the employee may be given a verbal warning, a written warning, demoted, or dismissed depending on the following criteria.

1. Circumstances and work relevance of the misconduct
2. Seriousness of the misconduct
3. Employee's explanation of his/her conduct
4. 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 aside 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 as follows:

FIRST	6 months
SECOND	9 months
FINAL	12 months

Certain stages may be by passed depending on the severity of the circumstances.

Note 3

The employee shall have the right to have a witness present during all the above steps (Note 2 above) and the employee will be required to sign such letters of warning to confirm he/she understands the content.

CLAUSE 20 - TRIP RATES

To achieve the aims and objectives of this Agreement, the parties acknowledge the need to adopt a more flexible approach to existing work procedures in order to increase the efficiency, productivity, and competitiveness of the company.

The parties agree that the introduction of trip rates, where appropriate, will allow the Company to increase the market share through competitive pricing whilst maintaining appropriate wage outcomes.

CLAUSE 21 ~ MULTI SKILLING

It is agreed that all employees, as and when directed by the company will make themselves available to work in any sections to gain experience in performing, all tasks and functions associated with company operational activities.

Employees will undertake any necessary training to facilitate the skill enhancement associated with multi-skilling.

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CLAUSE 22 - PAYMENT OF WAGES

All employees are to be paid weekly by Electronic Funds Transfer (EFT)

The Company will pay wages earned to accounts by close of business each Wednesday.

CLAUSE 23 - FLEXIBLE LUNCH ARRANGEMENT

The parties agree that where opportunities exist to enhance company revenues through increased vehicle utilisation, employees will work through their allocated meal break with no penalty payments as prescribed under the Award, by agreement. Employees will therefore take a lunch break at a more convenient time during the employee's shift.

CLAUSE 24: DURESS

This Agreement was not entered into under duress.

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CLAUSE 25: SIGNATORIES

Signed for and on behalf of
EA Roche Wharf Services (Blacktown)
A service of MPG Logistics Pty Ltd

C. Long
(Representative's Signature)

2 / 3 / 00 (Date)

COLIN LONG
(Representative's Printed Name)

Signed for and on behalf of
Transport Workers Union of Australia
New South Wales Branch

A. B. Lyall
(Representative's Signature)

12 / 4 / 00 (Date)

ALBASTAIR LYALL
(Representative's Printed Name)

Long
(Witness' Signature)

2 / 3 / 2000 (Date)

R. J. Lowe
(Witness' Printed Name)

J.P. 61 STURT AVE.
GEORGES HALL 2198

B. J. Kirkland
(Witness' Signature)

12 / 04 / 00 (Date)

COLLEEN KIRKLAND
(Witness' Printed Name)

