

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA01/24

**TITLE:** MPG Logistics (Arndell Park) Enterprise Agreement 2000

**I.R.C. NO:** 2000/5984

**DATE APPROVED/COMMENCEMENT:** 21 December 2000/ 1 April 2000

**TERM:** 36 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 2 March 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 17

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees engaged in warehousing/forklift duties at the Company's Arndell Park site

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



**MPG Logistics****1. TITLE**

This agreement shall be known as the MPG Logistics (Arndell Park) Enterprise Agreement, 2000.

**2. ARRANGEMENT**

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**3. INCIDENCE & PARTIES BOUND**

This agreement shall apply and be binding on:

- a) Mayne Logistics in respect of its operations at 60 Holbeche Rd, Arndell Park, NSW,
- b) Transport Workers Union of Australia, (NSW Branch),
- c) Employees engaged in warehousing/forklift duties, at this facility.

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**MPG Logistics****4. PERIOD OF OPERATION**

This agreement shall operate from April 1<sup>st</sup>, 2000 and expire March 31<sup>st</sup> 2003.

The parties undertake to commence discussions three (3) months prior to expiration of Agreement.

**5. RELATIONSHIP TO PARENT AWARD & NSW HEADS OF AGREEMENT**

This agreement shall be read in conjunction with the NSW Transport Industry (State) Award, as amended and the Heads of Agreement between MPG Logistics and TWU-NSW for Employees (B), provided that where there is any inconsistency this Agreement will take precedence to the extent of the inconsistency.

The rights, obligations and liabilities accrue, or where incurred from the Award will not be affected by the making of this Agreement.

**6. NO FURTHER CLAIMS**

The Union undertakes that there shall be no further wage/money increases for the life of this Agreement except where consistent with a Federal Wage Case decision.

**7. MANAGEMENT & STAFF COMMITMENTS**

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

- Focus decision making and responsibilities around customer satisfaction, (ie clients and suppliers),
- Work in safe & healthy manner,
- Improve customer service expectations via continuous service improvement,
- Deal honestly and fairly with each other at the workplace, including customers, suppliers and the wider community, which this facility serves,
- Ensure the needs of the business area have joint priority in assessing and implementing future initiatives under the Agreement,
- Effectively perform their duties in line with business objectives and this Agreement,
- Attend work when required and report absences immediately.



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**MPG Logistics****8. 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 flexibility, a competitive edge, improves efficiency and quality service. To this end the Union agrees to work with Mayne Logistics managements and its employees to:

- Facilitate more dynamic and innovative working arrangements than exist at present, having regard for Award conditions,
- Improve the facilities needs/servicing requirements,
- Support opportunities for staff to participate in new initiatives,
- Facilitate initiatives which improve business plans/budgets/work culture and operations,
- Facilitate improved housekeeping practices.

**b) Continuous Improvement Initiatives**

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.

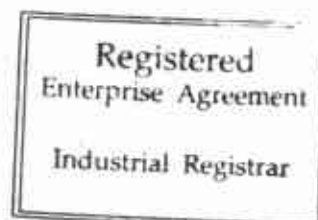
Specific measures to be considered as part of a broad agenda may include matters such as:

- Improved service delivery
- Flexible work patterns, having regard for Award conditions
- Work roster modelling, having regard for Award conditions
- Work practice review
- Continuous improvement processes
- Minimisation of workers compensation costs, etc.

The Union and the employees agree to co-operate in providing the Company with more flexible arrangements and savings, which compliment the facility's services and customer requirements, having regard for Award conditions. The collaborative approach will also involve future Agreement changes being in plain English and simpler to read.

- c) The disputes settlement procedures contained in this agreement will be adhered to.
- d) The parties will continue to consult from time to time on the operation of this Agreement and to improve on this agreement as part of the ongoing consultative process.

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**MPG Logistics****9. WAGE INCREASE**

Upon certification of this Agreement, the employees covered by this Agreement will receive wage increases in accordance with the following schedule:

PERCENTAGE INCREASE	EFFECTIVE PAYMENT DATE
3.5%	April, 1 <sup>st</sup> 2000
3.5%	April, 1 <sup>st</sup> 2001
3.5%	April 1 <sup>st</sup> , 2002

CLASSIFICATION	CURRENT	YEAR 1	YEAR 2	YEAR 3
Grade 1				
Grade 2				

**10. FLEXIBLE HOURS**

The parties agree to have in place provision, which meet client needs and ensure operational coverage is enhanced through having flexible and innovative hours, having regard for Award conditions. The Company acknowledges the need to be aware of bonafide personal matters.

Flexible Hours will be arranged around business profiles and services.

**11. ROSTERED DAYS OFF**

Where the work requirements of the enterprise determine the need for greater flexibility with the utilisation of Rostered Days Off (RDO's), management can request an employee to utilise an RDO. Management, with mutual agreement with the employee(s) shall determine whether an employee shall utilise their RDO's as they accrue, or bank them in order for them to be taken in times where business is quiet.

The employer is responsible for initially scheduling RDO's and the management of them.

A maximum of twelve (12) RDO's may be banked in one calendar year. Accrued RDO's, that have not been taken during that calendar year will be paid out on December 1<sup>st</sup> of each calendar year at ordinary time.



**MPG Logistics****12. SPREAD OF HOURS**

The parties to this Agreement agree to the continued implementation of staggered starting times. The staggered starting times are to suit the commercial needs of the business and will not vary in excess of two (2) hours before or after the normal starting times.

By mutual agreement and the provision of twelve (12) hours notice (ie. notice prior to the end of the previous shift) by the employer, the start time may be varied.

The normal spread of hours will be from 5.00am to 7.00pm.

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**13. TIME OFF IN LIEU**

The parties to this Agreement agree to the continued implementation of time off in lieu of overtime:

- The ordinary working hours will be 38 hours per week,
- All overtime will be offered to permanent employees first. However consideration will be given to ensure the best person for the task and equally the most productive person for the task is always utilised,
- In periods of peak production, the Company may require employees to work a reasonable amount of overtime,
- Employees have the ability to be able to nominate if they choose to have their overtime hours banked to meet personal needs. When choosing this option it must be maintained for a twelve (12) month period effective from the signing date of the appropriate form. If an employee requests banked time off, the Company shall not unreasonably refuse this request,
- On termination of employment, any banked overtime owed to employees will be paid out to employees at a rate of time and a half.

**14. SUBSTITUTION OF PUBLIC HOLIDAYS**

It is agreed between the parties that Public Holidays, excluding those of Christmas and Easter periods, may be worked with the provision of 48 hours notice, where mutually agreed. The days will be paid as ordinary time and an alternate day will be taken in lieu as mutually agreed.

**15. REST BREAKS**

Rest breaks will occur to suit the needs of the business. Accordingly, at the discretion of the employer rest breaks may be staggered at different times to ensure the continuity of work is not affected, having regard for any legislative requirements.

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**MPG Logistics****16. NEW TECHNOLOGY**

The introduction of any new technology may occur and will be implemented in a co-operative manner, subject to a proper consultation and relevant training as applicable.

**17. PERMANENT PART TIME EMPLOYEES**

Permanent Part Time (PPT) provisions have been agreed to ensure that more flexible provisions for employees may be utilised. This provision compliments the Company's Affirmative Action strategies and the need to cater for different family responsibilities/gender issues.

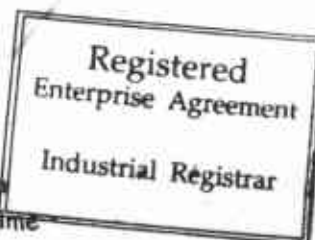
The provision is as follows:

- A PPT employee is one who is permanently appointed to the 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 employee the specified number of hours may be balanced over a week, a fortnight or a month, provided that the average weekly hours worked shall be deemed the specified number of hours for the purpose of annual leave and accrual. Provided further that there shall be no interruption to the continuity of employment merely by reason employee working on a week on, week(s) off basis in accordance with this subclause.
- Employees engaged under this clause shall be paid an hourly rate calculated on the basis of  $1/38^{\text{th}}$  of the appropriate rate prescribed by this Agreement. Minimum engagements for such an employee will not be less than an average of 12 hours in a week. Provided, the minimum hours in a week(s) may be lowered by agreement for specific family circumstance,
- PPT employees shall be entitled to all other entitlements on a pro-rata basis,

**NB.** No existing employees engaged at the making of this Agreement will be forced to work Permanent Part Time work.

**18. ANNUAL LEAVE**

The parties to this Agreement agree that where mutually agreeable between employer and employee the introduction of greater flexibility with the taking of large or reasonable part of annual leave will continue to occur. The schedule of such annual leave should be focused to meet the requirement of the enterprise.



**MPG Logistics****19. TRAINING**

Training may be conducted up to five (5) days per year on a Saturday at ordinary rates. Such training shall not exceed four (4) hours on any of these nominated days. This will be mutual agreement with a minimum seven (7) days notice.

The Company is committed to the training and development of its employees with view to the following:

- All employees will have equal access to training and skill development and the training plan will be complementary to the Company's Equal Opportunity and Affirmative Action policy.
- Worker participation will be voluntary.
- Any assessment relating to training will be undertaken for training purposes only. The results of these assessments will be strictly confidential.

Anyone who cannot attend training will not be impugned.

Where possible, alternative days may be provided for training.

**20. MULTI SKILLING**

It is agreed between the parties that the introduction of multi skilling will occur at the employers discretion and employees will perform tasks peripheral and incidental to their main functions/tasks, on the premise they are safe and practical for the business.

The parties to this Agreement accept the introduction of multi skilling.

Specifically, warehouse employees will be trained in the areas of picking, packing, receipt, despatch and inventory.

No employee will be disadvantaged or suffer a reduction in pay rates as a result of multi skilling. Any requirement to multi skill will be consistent with Health, Safety & Environment requirement.

**21. HOUSEKEEPING & MAINTENANCE**

It is agreed all employees, including management will be responsible for ensuring their work environment is maintained in a clean and tidy state.

Further, the Company may request employees to undertake general cleaning & housekeeping duties which are in line with the client requirements of GMP (Good Manufacturing Practices), when the need arises. This may also involve HS&E issues ie, spills, etc.



**MPG Logistics****22. CONTAINER RATES****Intent**

Where efficiencies and flexibility's can be identified as part of the operation, the parties may implement a container de-stuff payment system for imported containers only, in lieu of the traditional award hourly rate and extra's associated with the Award.

The payments will no be lower than any Award/Agreement conditions. These conditions will be available to all employees. A roster may be established for those employees who wish to partake within this incentive scheme.

The parties agree work co-operatively towards implementing a system which will be paid be electronic funds transfer, in line with the normal payment conditions.

**23. MEAL BREAKS**

A meal break of not less than thirty (30) minutes will be allowed each day. Such meal breaks will occur within five (5) hours of the employees start time, unless there is mutual agreement to vary this arrangement for special circumstances.

At the discretion of the employer meal breaks may be staggered where business needs arise.

NB. The parties agree that all meal breaks, including crib breaks will be inclusive of preparation and wash up time.

**24. MEAL ALLOWANCE**

An employee who is required to work overtime in excess of two (2) hours, shall unless notified the previous day or earlier that he/she would be required to work such overtime, shall be paid a meal allowance as prescribed in the Award.

**25. PAYMENT OF WAGES**

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

The Company may vary pay days around Public Holidays or where circumstances beyond the control of the employer necessitates the moving of pay days without penalty.

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**MPG Logistics****26. LABOUR PORTABILITY**

The parties agree that the tasks and duties performed at the Arndell Park facility are applicable across a range of facilities within MPG Logistics.

Effective utilisation of resources within MPG Logistics will greatly assist the Company to become more competitive, and to address our Customer's needs and demands in a timely and efficient manner.

As such the parties agree that when necessary eg, stocktake at another site, and where mutually agreed, employees covered by this agreement may perform tasks and duties at other MPG Logistics sites, in accordance with these provisions:

- Labour Portability may occur only with the mutual agreement of the Company and the employee(s).
- MPG Logistics will endeavour to make this request of an employee(s) providing twenty-four (24) hours notice or less by mutual agreement,
- Any travel costs above and beyond of those normally incurred in the course of travelling to work at the employees normal place of work will be reimbursed at the rate supplied by the ATO (Australian Taxation Office, as per attached) per kilometre,
- An employee will consider the Company's request and will discuss reasons for refusal.
- Employees will only be required to work within a 30 kilometre radius of the normal work place, unless where mutually agreed, eg. Interstate work may become possible or having regards for personal circumstances,
- Where the employee may need to stay away ie, overnight, expenses will be paid,
- An employee acting under the terms of this clause will be paid in accordance with the terms and conditions of the alternative sites Agreement, unless the ordinary rate of pay is less than that earned at the Arndell Park facility,
- Consideration will be given to individual skills and capabilities when proposing redeployment to an alternative location.

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**MPG Logistics****27. HEALTH, SAFETY & ENVIRONMENT****1.1. Objective**

The parties to this agreement are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by establishing a comprehensive approach to managing Health, Safety & Environment issues, which aim to:

- Control hazards at the source
- Reduce the incidence and costs of occupational injury and illness
- Review work and management practices affecting the inter-relationship between efficiency, productivity, health & safety; and
- Provide a rehabilitation system for workers affected by occupational injury or illness

**1.2. Consultation**

Consultation mechanisms will be established to address Health, Safety & Environment issues. Such mechanisms will include:

- The election of Union Health & Safety representatives who will represent fellow workers in negotiations on health & safety matters
- The establishment of a Health Safety & Environment committee
- The establishment of consultative procedures for the resolution of health & safety issues that includes the right of health & safety representatives to advise workers to refuse to do unsafe work

The HS&E committee shall consist of equal numbers of management & union representatives, unless otherwise agreed.

The Committee shall meet at least quarterly and will facilitate co-operation between management and employees on health & safety matters. This will include the development, implementation and review of HS&E policy and procedures. Analysis of injury/incident trends and workers compensation performance and review of accident/dangerous occurrence reports together with reports on preventative action taken.

**1.3. Training**

Employee HS&E representatives will be given paid leave to attend accredited HS&E training courses

Workplace training programs, including induction and on the job training will outline company HS&E systems to identify hazards and instigate preventative actions.

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**MPG Logistics****1.4. Occupational Health & Safety Program**

The employer shall institute a procedure for collecting information on the nature of hazards and incidence of injury, which includes:

- An internal system for reporting, recording and investigation of incidents, injuries and illness
- The routine analysis of injury/illness/incident data
- Routine reports on key HS&E performance indicators (lost time trends, injury frequency rate trends, cost and severity measures, estimation of indirect costs)

A system of regular workplace inspections and regular hazard audits of work areas and work practices, which include reference to relevant legislation, standards, and codes of practice shall be instituted at the workplace. These will be carried out with the involvement of the HS&E representatives.

Records of workplace inspections shall be maintained by the employer and made available to the Health Safety & Environment Committee.

A scheduled maintenance program, which included requirements of relevant occupational health and safety legislation, standards and codes of practice, shall be maintained in consultation with the Health Safety & Environment Committee.

The employer shall take prompt action to deal with any health & safety problems.

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**MPG Logistics****28. CODE OF CONDUCT**

The following Code of Conduct has been designed to ensure all employees (including salaried staff) understand their obligations and responsibilities with regard to Acts of Dishonesty, Company Policy and General Discipline.

**a) General**

All employees are required to:

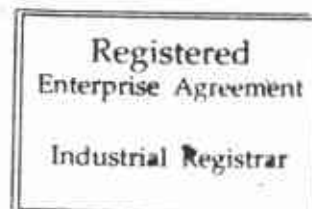
- i) Treat customers and colleagues with honesty, courtesy and respect
- ii) Effectively perform their duties in line with business objectives, awards and agreement policies, rules and procedures
- iii) Work in a Safe and Healthy manner
- iv) Attend work when required and report absences immediately

**b) Acts of Dishonesty**

The following examples are listed as a GUIDE to ensure that all employees clearly understand that such acts are dismissible offences, following due investigation:

- i) Proven cases of theft and pilferage (stealing);
- ii) Falsifying of documents so as to achieve a benefit one is not entitled to (wages, timesheets etc). Any changes to documents should be noted to the appropriate supervisor/ manager;
- iii) Clocking off or on Bundy cards or timesheets other than the Bundy card or timesheet displaying the employees own name and payroll number;
- iv) Any form of proven malicious violence perpetrated during working hours whilst on Company or Customer's property towards:
  - v) Company Property
  - vi) Customers and/ or their property
  - vii) Any member of the Public and/or their Property
  - viii) Fellow Employee/s and/or their Property
- ix) Refusal to follow or carry out a lawful and reasonable request or directive given by a Leading Hand, Supervisor, Coordinator or Manager of Mayne Logistics.
- x) The use of or being affected by, or in possession of illegal drugs and/or substances in Company time or on Company property. The use of prescription drugs that may affect any employee/s performance must be brought to the attention of the employee/s Supervisor or Manager. Such information will be deemed confidential.
- xi) The use of, or being affected by, or in possession of alcohol without approval.

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



**MP6 Logistics****a) 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:

- i) Driving any vehicle in any yard complex over the speed limit specified for that location
- ii) Mishandling (throwing, kicking etc) product causing damage
- iii) Failing to ensure that a Daily Vehicle Check is completed (where applicable) - oil, water, tyres, fuel, load restraint, safety etc - which results in a breakdown, accident, incident or loss to productive time
- iv) Not approaching or treating employees in a reasonable and civil manner
- v) Failing to notify the Company via a Supervisor when arriving later than normal starting time (within 1 hour)
- vi) Unacceptable attendance, continual lateness, patterned absences, failure to notify the Company via a Supervisor of a pending absence prior to rostered start time
- vii) Failure to wear the Company uniform and specified safety equipment/apparel while representing the Company during paid working hours. Additionally, modification or changing the uniform in any way which would not comply with company policies
- viii) Failure to effectively perform duties
- ix) Failure to perform duties
- x) Failure to be free from the influence of drugs and alcohol when reporting to work:
- xi) Failure to work in a Safe and Healthy manner:
- xii) Failure to comply with Operating Procedures which may lead to injury or damage to person/property or productivity
- xiii) Unacceptable driving practices that endanger any other road user, yourself and Company property

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

**b) General Conduct**

In cases of serious misconduct the employee may be given a Verbal Warning, a written Warning or dismissed depending on the following criteria:

- i) Circumstances and work relevance of the misconduct
- ii) Seriousness of the misconduct
- iii) Employee's explanation of their conduct
- iv) Employee's past conduct and personal situation

**c) Stand Down Clause**

At the discretion of the Company an employee involved in an incident that is deemed to require further investigation may be stood aside on normal pay pending a full investigation.



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**d) Warnings**

Warnings for Misconduct (other than Acts of Dishonesty) will be issued in the following manner having regard for the circumstances of each case.

- ⇒ Verbal Warning
- ⇒ First Written Warning
- ⇒ Second Written Warning
- ⇒ Final Warning

In circumstances where a final warning has been issued, and another incident similar to the incident that resulted in that warning occurs, the employee will be terminated.

The employee shall have the right to have a witness present during all the above steps.

The employee will be required to sign such letters of warning as confirmation that the contents are understood.



**MPG Logistics****29. DISPUTES PROCEDURES**

Procedures for the prevention and settlement of disputes shall be included within site-specific enterprise agreements:

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.

**Disputes Avoidance Procedure****Application:**

The following disputes avoidance procedure will apply in the event that a question, dispute or difficulty arises involving employees and the management of the Company.

**Objective:**

The objective of this procedure is to establish a means of facilitating the resolution of questions, disputes or difficulties without disruption to the operations of the company. It is based on the intent of the parties to support the timely and orderly determination of issues which arise in the workplace from time to time.

**Process:**

Dispute occurs:

**Stage 1:** The matter should first be discussed at the workplace level between employees and relevant management. If an employee so requests the TWU delegate may be present during the discussions.

After Stage 1 is completed there is a 48 hour cooling period where the status quo is retained.

**Stage 2:** If the matter is not settled conferences will be held between the appropriate TWU official and management.

After Stage 2 there is a further 48 hours cooling off period where the status quo is retained.

**Stage 3:** If the matter is still not settled it shall be discussed between the Branch Secretary (or nominee) of the TWU and the company.

After Stage 3 there is a further 48 hours cooling off period where the status quo is retained.

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**Stage 4:** During Stage 4 the matter is referred to the Industrial Relations Commission of New South Wales for conciliation.

The IRC of NSW may make a determination, which is binding on the parties where there is no likelihood that, within a reasonable period, conciliation or further conciliation will result in agreement.

**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 EBA 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 with no commitment given.

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 employed by the Company.

**Special Note:** *The Transport Workers Union commits to communicate their support and agreement in regard to the adherence to the disputes procedure contained in this Agreement.*

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30. SIGNATORIES

This Agreement is made on the seventeenth day of August in 2000.

On Behalf of MPG Logistics Pty Ltd:

[Signature]  
David Hay  
General Manager - Grocery & Beverage Services

[Signature]  
Kylie George  
Distribution Centre Manager  
Arndell Park

On Behalf of the Transport Workers Union of Australia (NSW Branch)

[Signature]  
Tony Sheldon  
State Secretary

[Signature]  
Alice DeBoos  
Official

On Behalf of the Employees covered by this Agreement

~~[Signature]  
Agapiou Agapios  
TWU Delegate~~  
~~[Signature]  
Stephen Byrnes  
Employee Representative~~

not applicable

