

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/25

TITLE: MPG Logistics Pty Ltd - Huntingwood Site (Transport Workers)
Enterprise Agreement 2000

I.R.C. NO: 2000/6106

DATE APPROVED/COMMENCEMENT: 21 December 2000

TERM: 21 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 2 March 2001

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged pursuant to the Transport Industry (State)
Award at the Company's Huntingwood site

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

**Registered
Enterprise Agreement
Industrial Registrar**

**MPG LOGISTICS PTY LTD - (HUNTINGWOOD SITE)
(TRANSPORT WORKERS)
ENTERPRISE AGREEMENT 2000**

15 DEC 2000

1.0 TITLE

This Agreement shall be referred to as the MPG Logistics Pty. Ltd. - Huntingwood Site (Transport Workers) Enterprise Agreement 2000.

2.0 ARRANGEMENT

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<p>Registered Enterprise Agreement</p> <p>Industrial Registrar</p>
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3.0 PARTIES BOUND

This agreement shall be binding on

- (A) MPG Logistics Pty. Ltd. (Huntingwood Site).
- (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 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 on and from ratification, and shall remain in force until 30th 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 by a new agreement. 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), and the MPG Logistics Pty Ltd – TWU (NSW Branch) Heads of Agreement, 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) Ensure employees comply with the Company's Policies and Procedures and the Code of Conduct.



9.0 PURPOSE OF AGREEMENT

9.1 Intent

This Agreement has been designed to provide opportunities for Management and staff to develop specific improvements or initiatives within the business. The Company, in conjunction with the Union and its employees, intends to achieve a stable and workable employee relations environment within the business unit and site, to provide flexibility, a competitive edge, improved efficiency and quality services. To this end the union agrees to work with management and it's employees to facilitate:

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

Management discretion in running its business is also the intent and direction of outcomes from this agreement.

9.2 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 not hinder 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 modelling
 - work practice reviews
 - continuous service improvement processes
 - minimising workers' compensation costs etc.
- iv) The Union and employees agree to co-operate in providing (the business) with more flexible arrangements and savings which complement the facilities, services and customer requirements (such as:- Eliminating Restrictive work practices). The collaborative approach will also involve future Agreement changes being in plain English and being simpler to read.



- 9.3 The disputes settlement procedures contained in this Agreement will be adhered to.
- 9.4 No new allowances will be applicable to this business as part of making this Agreement.
- 9.5 The union undertake to provide a dispute free period during the life of this Agreement by adhering to the dispute procedure.

10.0 PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES

10.1 The parties are committed to doing everything possible to avoid an interruption to the operations of the Company and the customer. As such, it is a strict term of this Agreement that adherence to the dispute procedure shall occur and normal work shall continue while the procedure is observed.

10.2 Application

The following dispute avoidance procedure shall apply when a question, dispute or difficulty arises involving employees and the management of the Company.

10.3 Objective

The objective of the procedure is to facilitate the resolution of questions, disputes or difficulties without disruption to the operations of the Company. It recognises that the intent of the parties is to support the timely and orderly closure of issues that arise in the workplace from time to time.

10.4 Process

Dispute occurs:

10.4.1 Stage 1 – the matter shall 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 hours cooling off period where the status quo is retained).

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- 10.4.2 Stage 2 – if the matter is not settled, conferences shall 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).
- 10.4.3 Stage 3 – if the matter is still not settled it shall be discussed between the TWU Branch Secretary (or nominee) and the Company. (After Stage 3, there is a further 48 hours cooling off period where the status quo is retained).
- 10.4.4 Stage 4 – the matter is then referred to the Industrial Relations Commission (IRC) of New South Wales for conciliation.

10.5 Variations

Safety issues shall generally be dealt with as determined by the site OH&S Committee or other State OH&S bodies, as appropriate.

Essential Services eg, blood and other medical supplies and perishable items shall not be interrupted through industrial disputation. Additionally, where specific Agreement exemptions or other priority services have been agreed, these shall continue to apply.

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

'Status Quo' is defined as the practice in place prior to the dispute. If the 'status quo' cannot be agreed, this procedure requires that the matter be 'fast tracked' to the IRC with no commitment given.

This settlement of disputes procedure shall apply to any dispute or claim (whether it arises out of this Agreement or not) relating to the wages or conditions of employment or employees employed by the Company.

11.0 DURESS

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

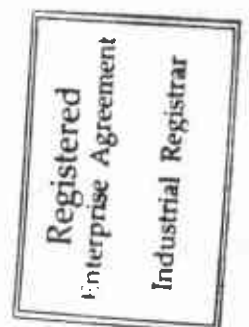
12.0 CODE OF CONDUCT

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

a) *General*

All employees including management are required to:

- i) Treat customers and colleagues with honesty, courtesy and respect.
- ii) Effectively perform their duties in line with business objectives, and Agreement/agreements 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 & Breaches of Responsibility

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

- i) Proven cases of theft and Pilferage (stealing),
- ii) Falsifying of documents so as to achieve a benefit one is not entitled to (wages/time sheets etc). (This also includes misrepresentation of information etc).
- iii) Clocking off or on Bundy cards other than the Bundy card displaying the employees own payroll number.
- iv) Any form of proven malicious violence towards:
 - Company property
 - Customers and/or their property
 - Any member of the public and/or their property
 - A fellow employee/s



Above relates to during working hours and/or on Company or clients property, however, it does not prevent employees using self defence to defend themselves.

- v) Refusal to follow or carry out a Lawful and Reasonable request/directive given by a Supervisor, Fleet Controller, Managers.
- vi) Intimidation or aggressive behaviour towards other employee(s) or person(s).
- vii) Reckless or offensive actions or behaviours towards other employee(s) or person(s) which could endanger the safety of other individuals or be of an unwelcomed nature including matters such as, **Discrimination, Sexual Harassment, Taunts or Slogans of a racial/religious nature** etc.
- viii) 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 which 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.
- ix) Consumption of alcohol or being intoxicated during working hours.
- xi) Taking a meal break is the employees responsibility unless otherwise authorised.

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

c) 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 the yard complex or elsewhere at excessive speed or in a reckless manner.
- ii) Mishandling (throwing, kicking) thereby causing damage to Freight.
- iii) Failing to ensure a forklift check occurs for Oil, Water, Tyres and Charging, which results in a breakdown, vehicle damage, or loss to productive time.
- iv) Not approaching or treating employees in a reasonable and civil manner (including honesty, courtesy and respect).
- v) Failing to notify the Company via a Supervisor, when arriving later than normal starting time (within one (1) hour).

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- vi) Unacceptable attendance, continual lateness, patterned absences, failure to notify the Company via a Supervisor, for a pending absence (prior to rostered start time).
- vii) Failure to effectively perform duties.
- viii) Failure to be free from the influence of alcohol when reporting to work.
- ix) Failure to work in a safe and healthy manner.
- x) Failure to comply with Operating Procedures which may lead to injury/damage to property/person or productivity.
- xi) Failure to report absences immediately
- xii) Using offensive language, actions or behaviour which can be deemed to be discriminatory, harassing, unwelcomed etc., will not be tolerated.
Note: This includes being abusive or rude to employee(s) or other person(s).
- xiii) Failure by employees to work according to their Agreement.
The above list is not exhaustive and employees should take care and avoid placing themselves in such a situation.

d) 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 his/her conduct.
- iv) 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) can be stood aside on ordinary 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	-	12 months
Second	-	12 months
Third and final	-	24 months

Note 3:

The employee shall have the right to have a witness of their choice present during any the above steps taken by the Company.

Notwithstanding anything contained in this Code of conduct, the employee has the right to have a Union official and/or delegate present during any of the steps outlined in this clause.

(Note 2 above) and the employee will be required to sign such letters of warning to confirm they understand the content.

13.0 WAGES

Subject to this Enterprise Agreement the following Base Wage increase shall apply:-

Grade		Stage 1: 3.5%	Stage 2: 3.5% 1/10/00	Stage 3: 3.5% 1/10/01
Grade 1	\$12.9566	\$13.4101	\$13.8794	\$14.3652
Grade 2	\$13.4079	\$13.8772	\$14.3629	\$14.8656
Grade 3	\$13.7216	\$14.2019	\$14.6990	\$15.2134
Grade 4	\$13.9934	\$14.4832	\$14.9901	\$15.5147
Grade 5	\$14.6997	\$15.2142	\$15.7467	\$16.2978

These Wage increases are in recognition of initiatives adopted in this Agreement.

Overaward payments will be absorbed by this and future increases.

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14.0 MANAGEMENT INITIATIVES

Nothing in this agreement shall limit or restrict the Company's right to manage or operate its business.

15.0 PAYMENT OF WAGES

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

16.0 PAYMENT FOR MEETINGS AND/OR TRAINING

Employees shall generally attend meetings or training sessions during normal working hours. When required to attend meetings or training sessions outside normal working hours, employees shall receive seven days notice (or as otherwise agreed) and shall be paid at the ordinary-time hourly rate. Employees shall normally participate in Toolbox Meetings during normal working hours.

17.0 PUBLIC HOLIDAYS

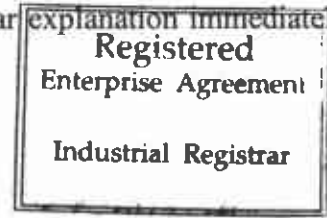
The following Public Holidays shall be observed: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and Union Picnic Day (which may be recognised on Easter Saturday), plus any other day which may be gazetted by the Government.

Employees not rostered to work on a Public Holiday that falls between Monday and Friday shall be entitled to be paid for 7.6 hours at the Clause 13.0 – Wage Rates hourly wage rates. Employees who work a Public Holiday shall be paid at the appropriate penalty rate. The

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Company and its employees may agree to transfer a public holiday to another day better suited to the needs of the employee(s) and/or the business. The public holiday payment will then defer to the more suitable day.

An employee who is absent from duty on the days or part thereof immediately before and/or after a Public Holiday, without the Company's permission, shall not be entitled to the public holiday payment, unless providing an acceptable medical certificate or similar explanation immediately upon return to work.



18.0 HOURS

To enhance client needs and ensure effective operational coverage, innovative working hours may be maintained by agreement, and each employee shall be prepared to commence duties at times to provide warehousing services in a timely manner. Employees may work up to ten ordinary hours per day, up to a maximum of 152 ordinary hours per four-week period. Shifts may be staggered to ensure that working hours complement the needs of the business

19.0 FLEXIBLE START TIMES

To complement customer needs and efficiencies, starting times may be adjusted to maintain a flexible and speedy service, provided that employees are notified prior to the conclusion of the previous shift.

20.0 FLEXIBLE LUNCH ARRANGEMENT

To improve supplier and customer service and vehicle operations, employees shall arrange their meal breaks to complement relevant activities. Accordingly, meal breaks may be varied to ensure they are taken at a more convenient time during the shift.

21.0 PROBATIONARY EMPLOYEES

New employees shall be subject to a three month probationary period and, whilst under probation, shall be paid at the Clause 13.0 – Wage Rates hourly rate for their classification, with holidays, sick leave and all other entitlements to accrue from the initial start date. Probationary employees performances shall be reviewed and discussed on an ongoing basis. Probationary employees who are not satisfactory may be terminated by provision of one week's notice. Similarly, if the new employee is not satisfied with any working arrangements, the employee may resign within the probationary period on provision of on one week's notice

22.0 CASUAL EMPLOYEES

Casual employees, whether employed directly by the Company or through an agency, shall be paid at the Clause 13.0 – Wage rates hourly rate, plus 15% casual loading and 1/12th in lieu of Annual Leave. Casuals shall not be eligible for matters such as; recalls, public holidays, Union Picnic Days, sick leave, annual leave, bereavement leave, jury service, redundancy, annual leave loading etc. Casuals shall receive a minimum payment of four hours for each start.

Casuals may be employed in a business on continuous engagement at the discretion of the the employer for a short period. Such a short period is deemed to be a minimum of 12 months.



23.0 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. 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. Permanent Part Time employees shall be entitled to all other entitlements on a pro rata basis.

24.0 ABANDONMENT OF EMPLOYMENT

Employees who are absent from work for three consecutive rostered days without the consent of the Company and who fail to notify their supervisor, shall be deemed to have abandoned their employment. After the Company has made reasonable efforts to contact the absentee, the employee's employment shall be terminated and their entitlements paid up to the last day worked.

25.0 MANAGEMENT OPERATIONAL ASSISTANCE

The parties agree that Management Operating Assistance (MOA) shall apply when the situation is critical eg, when the failure of management to handle product would cause the significant loss or deterioration of perishable items or for essential health and safety reasons.

26.0 HOUSEKEEPING AND MAINTENANCE

Employees shall ensure that their equipment and work areas are maintained in a safe, clean, tidy and efficient state, and may be requested to undertake other general yard cleaning and housekeeping duties as and when directed.

27.0 ANNUAL LEAVE

During normal business activity, a maximum of two employees may proceed on Annual Leave at the same time from the operation. During 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, subject to the circumstances at hand.

28.0 SICK LEAVE

Absenteeism is a significant, detrimental cost to the business and, to reduce its incidence, the parties agree that sick leave for two or more consecutive day or any day adjacent to a weekend must be supported by a medical certificate. In addition, every day of sick leave absence after a total of four days (from the sick leave entitlement anniversary) has been taken during the year shall also need to 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. Failure to provide the Company sufficient prior notice of an absence may result in disciplinary action.

29.0 TIME IN LIEU OF OVERTIME

Employees may take time off in lieu of overtime on an hour-for-hour basis, by agreement.

30.0 LABOUR PORTABILITY

30.1 All employees will work at whatever site they are required by the company within the Metropolitan area of Sydney, subject to operational and customer requirements.

30.2 The parties have agreed that in order for the Company to respond to customer requirements, it must have the flexibility to move both labour and equipment to match these requirements mentioned in 30.1.

30.3 As such, where work volumes dictate, employee(s) following consultation will be portable (within a metropolitan/area only) from one section/location to another within the Company as per 30.1.

30.4 Consideration will be given to the employees qualifications, capabilities and specific product knowledge.

31.0 LABOUR FLEXIBILITY

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

32.0 FUTURE TECHNOLOGY

The Company shall work closely with its customer to develop new work processes, involving new technologies, to enhance customer service. The Company and its employees agree that any change to work methods brought about by process redesign and/or new technology shall be implemented in a co-operative manner.

33.0 'LEADING CHANGE' IMPROVEMENTS

The 'Leading Change' doctrine actively promotes management inspiration, a strong leadership example, and effective personnel decision-making participation, initiative and reward. The Company and its employees embrace these principles, and shall actively foster the introduction of productivity improvement initiatives. The employees accept that the Company needs to benchmark business performances and may alter work practices, systems and processes to improve cube rate productivity through a consultative process.

34.0 SERVICE LEVELS

The parties shall establish procedures to achieve the customer's minimum key performance indicator (KPI) outcomes, to eliminate picking errors, to accurately construct and load pallets for routing and to develop other initiatives.

35.0 EMPLOYEE OPERATIONAL EFFICIENCY IMPROVEMENT

The Company and its employees agree to discuss and implement measures that shall assist to significantly improve operational efficiencies and productivity and minimise wastage. Such measures include such incentive opportunities as the practice of productive working hours being based specifically upon the completion of 'targeted' product volume quotas.



Signed for and on behalf of

Signatories

Date

B Z Perog

MPG Logistics Pty. Ltd.

M. H. J.

Witnessed by

(Print Name)

Signed for and on behalf of

Signatories



[Handwritten signature]

Transport Workers Union of Australia
New South Wales Branch
State Secretary

Witnessed by

Witnessed by

Date _____

Date _____

C. Bessel *[Handwritten signature]*