

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/90

TITLE: P & O Cold Logistics Limited (NSW) Maintenance Agreement 2002-2005

I.R.C. NO: IRC2/6346

DATE APPROVED/COMMENCEMENT: 11 December 2002/4 May 2002

TERM: 4 May 2005

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 9 May 2003

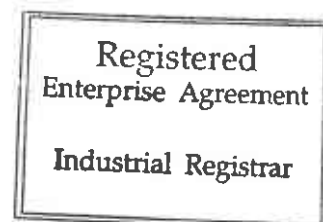
DATE TERMINATED:

NUMBER OF PAGES: 21

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all maintenance employees of P & O Cold Logistics Limited employed at the Company's NSW sites who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award and the Electricians, &c. (State) Award

PARTIES: P & O Cold Logistics Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch



EX2

**P & O COLD LOGISTICS LIMITED (NSW)
MAINTENANCE AGREEMENT 2002**

This Agreement shall be titled the P & O Logistics Limited (NSW) Maintenance Agreement 2002.

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Registered
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2. PARTIES BOUND

This Agreement shall apply to: -

- P&O COLD LOGISTICS LIMITED ("the Company").
- ELECTRICAL TRADES UNION OF AUSTRALIA, NSW BRANCH ("the ETU")
- AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION, NSW BRANCH ("the AMWU")

3. SCOPE AND APPLICATION OF AGREEMENT

- 3.1 This Agreement shall apply to maintenance employees of the Company, whether members of the AMWU or ETU, or not. It will apply to all maintenance personnel employed at the Company's NSW sites whose employment conditions are governed by the provisions of the Metal and Engineering Industry (State) Award or the Electricians (State) Award. The Company supports union membership.
- 3.2 This Agreement shall be read in conjunction with the awards nominated above. Where this agreement and the relevant award deals with the same subject matter this agreement shall prevail. Where this Agreement is silent on a matter the provisions of the appropriate award shall prevail.

4. PERIOD OF OPERATION

This Agreement shall apply from the first pay period that commences on or after 4 May 2002 and shall remain in force for a period of three years.

5. OBJECTIVES

The Company offers a value added customer-oriented range of cold storage services. Maintenance employees will be results oriented, willing to learn and be self-confident. They will have strong interpersonal and customer skills. They will work in a flexible way, responsive to customer demands.

The Company will provide its people with the training they need to be competent in their role and development in order to undertake further roles.

To better serve the customers, our employees will operate as part of a team, supporting each other and working in a number different areas. The Maintenance team will be multi-skilled.

To foster a team culture, the Company shall endeavour to organise in such a way to offer permanent employment rather than casual employment where practical.

To foster and promote harmonious industrial relations, the parties acknowledge and agree that the intent of this Agreement is to contribute to the achievement of all the above objectives and provide for positive union representation in the workplace that will contribute to the interests of employees and to the continued growth of the Company.

6. WAGES

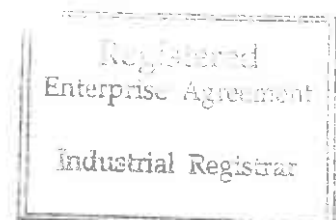
In consideration of acceptance of this Agreement, the Company offers the following wage rates per week for all purposes to all existing Maintenance employees.

6.1 Weekly wage rates

Weekly - Monday to Friday -- as per rates below

Classifications	Rate from 4.5.02 (inclusive of 3.75% increase)	Rate from 4.5.03 (inclusive of 3.75% increase)	Rate from 4.5.04 (inclusive of 3.75% increase)
Leading Hand Maintenance Fitter A	\$739.63	\$767.37	\$796.14
Maintenance Fitter B includes Restricted Electrical Licence	\$715.63	\$742.47	\$770.31
Maintenance Fitter C Base Trade	\$692.64	\$718.61	\$745.56
Electrician	\$773.71	\$802.71	\$832.82

The above weekly rates include a tool allowance



6.2 Fortnightly Roster for weekly employees

Roster over two weeks - Monday to Saturday - as per rates below

Classifications	Rate from 4.5.02 (inclusive of 3.75% increase)	Rate from 4.5.03 (inclusive of 3.75% increase)	Rate from 4.5.04 (inclusive of 3.75 % increase)
Leading Hand Maintenance Fitter A	\$801.78	\$831.85	\$863.04
Maintenance Fitter B includes Restricted Electrical Licence	\$777.78	\$806.95	\$837.21
Maintenance Fitter C Base Trade	\$752.77	\$780.99	\$810.27
Electrician	\$840.90	\$872.43	\$905.19

The above rates include a tool allowance.

7. FORKLIFT LICENCE ALLOWANCE

Providing that the maintenance employee has a current forklift licence, the Company will pay an amount of ten dollars and eighty cents (\$10.80), which is built into the appropriate weekly classification rate of pay.

8. CONSULTATION

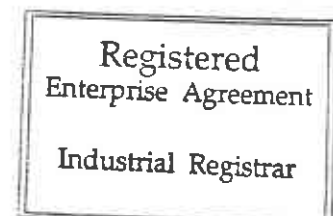
To support the Objectives set out in Clause 5 and to promote flexible working arrangements that support customer service a consultative process will be continued.

The consultative process shall be used to monitor the implementation of this Agreement and to introduce workplace changes in the future that arise due to changing customer requirements and internal process/organisational changes.

A consultative committee made up of employee and management representatives will resolve issues between the parties in a way that will improve the efficiency of the organisation. The committee shall meet as and when required. Any issues relating to employees is to be negotiated and agreed between the parties.

Employees, other than committee members, may be involved in committee meetings from time to time to contribute to and assist in implementing workplace flexibility and change.

Where a matter is introduced and the consultative process does not result in an agreed position the matter may be further dealt with using the dispute settling procedures.



9. ORDINARY HOURS OF WORK

9.1 Spread of hours

Maintenance employees may be rostered to work 38 ordinary hours per week on a six-day roster Monday to Saturday. One Saturday per fortnight worked to be within ordinary hours. The ordinary hours of work may be worked between 5.30am and 5.30pm.

In conjunction with operational requirements and by mutual agreement other rosters mentioned below may be established allowing up to 12 ordinary hours to be worked daily.

9.2 Weekly employees

(i) *Employees employed prior to 15.2.96*

No RDO arrangements are available under the terms of this agreement.

The rostered workdays shall be consecutive during the week for existing employees except by mutual agreement.

Note: Other rosters may be worked by mutual agreement to suit the operational requirements of the business.

(ii) *Employees Employed after 15.2.96*

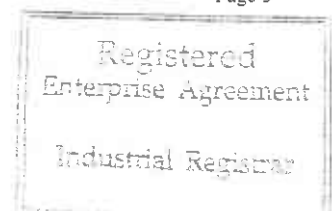
New employees will be appointed according to roster arrangements required to suit operational needs. If such roster arrangements differ from the standard fortnightly roster above, then preference for such rosters will first be given to existing weekly employees. Wage rates then shall be adjusted in accordance with Clause 6.

New employees may be offered day or afternoon or night shift work after consideration given initially to existing employees, but may be employed on Monday to Friday basis subject to operational needs. Roster changes may be considered from time to time to suit the changing needs of the business, subject to the Hours Clause 9.1 in this agreement, after due consultation and 7 days notice is given except in emergencies.

(iii) *Payment of ordinary hours*

Ordinary hours worked Monday to Saturday shall be paid at the classification rate of pay for:

(a) *Weekly and/or daily employment for casual employees i.e. Monday to Friday as per Clause 6.1.*



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- (b) Fortnightly Roster i.e. Monday to Saturday - as per Clause 6.2.

10. CASUAL EMPLOYEES

10.1 Casual employees, or sub-contractors will be used to replace permanent employees who are absent on leave or on workers compensation and/or to supplement permanent employees when, for example, project work or above normal workloads are experienced.

10.2 Casual or sub-contract labour will be hired for a notional period of up to three months, however, longer periods of engagement will occur when: -

10.2.1 A permanent employee(s) is (are) to be absent for period(s) exceeding three months; or

10.2.2 Where circumstances require that a longer period of engagement is appropriate and those circumstances are dealt with through the consultative provisions set out in this Agreement.

10.3 Casual and sub-contract labour will be employed under the terms and conditions of this Agreement.

10.4 HOURS OF WORK

All Casual employees shall be entitled to a minimum payment of four hours pay for each start at the appropriate classification rate.

11. CHANGE TIME

All maintenance employees shall be ready to start at their rostered start time. All employees shall remain at their workstation until their rostered finish time. However, ten (10) minutes will be permitted for change time at the end of work.

12. SHIFT WORK

12.1 Existing weekly employees shall be given an opportunity to change shifts provided it suits the needs of the operation. All other shift provisions of the Metal & Engineering Industry (New South Wales) Award shall apply except present shift loadings of Afternoon Shift 20% loading and Night Shift 30% loading shall be remain.

12.2 During the life of this agreement the parties shall use the consultative provisions set out in clause 8 to develop 7-day shift rosters.

13. OVERTIME

13.1 Weekly employees

Employees shall be paid overtime for hours worked outside the ordinary hours specified or hours worked in addition to the shifts and daily roster. Any overtime Monday to Saturday, shall be paid at 150% (time and a half) of the appropriate classification rate of pay for the first two hours and 200% (double time) thereafter.

Sunday shall be paid at 200% (double time) of the appropriate classification rate of pay.

Any overtime on a Public Holiday shall be paid at 250% (double time and a half) of the appropriate classification rate of pay.

Any employee called in to work overtime on a Saturday, Sunday or Public Holiday shall be given a minimum of 4 hours payment at the appropriate classification rate.

All time worked before 5.30am (other than on public holidays) shall be deemed overtime and paid at double time. Overtime is not included in ordinary hours.

13.2 Casual employees

Refer to 10.3

13.3 Need for overtime

As we are in a service industry, a reasonable amount of overtime may be required to service the customer's needs. The Company shall endeavour to accommodate any individual family commitments and personal circumstances will be given consideration where practical and the obligations arising under the Occupational Health and Safety legislation will be fulfilled. The Company will endeavour to offer reasonable amounts of overtime to employees when available and practical.

13.4 Rest period

Employees shall be required to absent themselves for 10 hours between shifts but this may be reduced to 8 hours in an emergency and by mutual agreement when working overtime.



14. MEAL BREAKS

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14.1 An employee shall not be required to work for more than five hours without a break for a meal.

Provided that:

- (i) In cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within 5 hours, an employee shall not be required to work for more than 6 hours without a break for a meal.
- (ii) By agreement between the Company and the majority of employees in the work section, an employee shall not be required to work in excess of 5 hours but not more than 6 hours at ordinary rates of pay without a meal break.

14.2 The time of taking a scheduled meal break or rest break by one or more employees may be altered by the Company if it is necessary to do so in order to meet a requirement for continuity of operations.

14.3 An employer may stagger the time of taking a meal and rest break to meet operational requirements.

14.4 Subject to the conditions of subclause 14.1 above, an employee engaged as a regular maintenance personal shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while such plant is idle.

14.5 Except as provided in subclause 14.1 and 14.4 and where any alternative arrangement is entered into as a result of maintenance discussions, time and a half rates shall be paid for all authorised work done during meal hours and thereafter until a meal break is taken.

14.6 Two meal breaks of 20 minutes each shall be provided during a normal working day or shift. Each employee shall remain at their workstation until the start of their rostered meal break and present themselves back at their workstation 20 minutes later. The second break only shall be paid for the purposes of this agreement.

14.7 Employees shall be entitled to a 20-minute paid meal break after working 1½ hours past their rostered finish time. When the employee has been requested to work overtime and works more than 1½ hours past their rostered finish time the employee will receive a meal allowances per the award.

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15. SICK LEAVE

- 15.1 During the first year 60.8 hours (8 days x 7.6 hours) of sick leave is accumulated. In the second year and thereafter, sick leave accumulates at 76 hours (10 days x 7.6 hours) per year.
- 15.2 Upon termination of employment for reason other than misconduct, the employee is entitled to be paid out his/her accrued sick leave up to a ceiling of fifty days entitlement.
- 15.3 All other Sick Leave provisions shall apply in accordance with the provisions of the Metal & Engineering Industry (State) Award.

16. ANNUAL LEAVE, ANNUAL LEAVE LOADING AND LONG SERVICE LEAVE

Annual Leave and Long Service Leave shall be provided to employees in accordance with the State Legislation and Award, but Annual Leave Loading shall be paid at 33 1/3% for all weekly maintenance employees.

17. PUBLIC HOLIDAYS

- 17.1 (i) Full time and part time employees shall be entitled to Public Holidays as observed or proclaimed in NSW and as indicated in the Award.
- (ii) All employees including casuals rostered or nominated to work a Public Holiday shall be paid at 250% (double time and a half) of the appropriate classification rate of pay for hours worked.
- 17.2 Where a weekly employee's roster does not include a paid Public Holiday when it occurs as a normal working day, the employee shall be entitled to payment for that day at the appropriate classification rate of pay for 7.6 hours. Employees working on a Public Holiday shall be paid at the appropriate classification rate for a minimum of four hours at double time and a half. Employees absent the day before or after a Public Holiday without reasonable excuse or without Company agreement shall not be entitled to such holiday.

18. TRAVEL ALLOWANCE

An employee who is required to use his/her own vehicle to transfer between the sites covered by this Agreement shall be paid an allowance of 72 cents per kilometre travelled.

19. UNION MATTERS



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- 19.1 Union delegate(s) authorised by the union which they represent shall be allowed reasonable time during working hours to consult with their members and with company management about matters affecting their members and matters arising from this Agreement and the award which underpins it. The delegates' activity shall not interfere with the normal flow of work.
- 19.2 An accredited official or other accredited officer of a union shall have the right to enter the company's establishment at any time during working hours for the purposes of conducting union business and matters incidental to union business. The company is to be advised in advance of such entry and the official or officer shall comply with all company regulations relating to health and safety and security.
- 19.3 During such visits, the official or officer shall be allowed reasonable time to consult with union members and their delegates provided that the normal flow of work is not interrupted.
- 19.4 The parties agree to the importance of union delegate training to foster understanding and good industrial relations at P&O. It is therefore agreed that a duly elected union delegate shall have access to a training course per annum provided that a minimum of two weeks notice is given to management. Any employee attending such leave shall not be financially disadvantaged. Any further applications for delegate training beyond the first shall be by mutual agreement. Employees, if requested, shall provide evidence of their attendance.

20. DEDUCTIONS FROM WAGES

Employees may authorise payroll deductions to pay union dues, make payments to medical funds or make donations to charities.

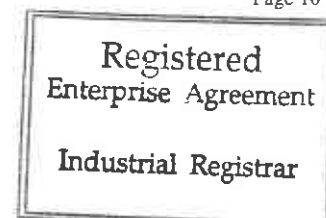
21. REDUNDANCY

For under 12 months weekly service - Nil

At the completion of 12 months weekly service - as per schedule.

At each completed year of service:

Years	Weeks Pay -Under 45	Weeks Pay -Over 45
1	4	5
2	7	8.75
3	10	12.5
4	12	15
5	15	17.5
6	18	20



7	21	21
8	24	24
9	27	27
10	30	30
11	33	33
12	36	36

Thereafter three weeks for each year of service to a maximum of 60 weeks.

22. UNIFORMS AND PPE

22.1.1 The Company will supply uniforms with a Company logo and all maintenance employees will wear the uniform supplied.

22.2 The Company will supply eleven sets of shirts and pants over a fortnight period, which will be laundered by the Company, except where –

22.2.1 Employees because of medical reasons notified to and accepted by the Company elect to launder the supplied clothing at their own expense.

22.3 Uniforms and personal protective equipment (PPE) will be replaced on a one for one exchange system based on a “fair wear and tear” principle. Uniforms and PPE will be inspected by management before being replaced.

23. NO EXTRA CLAIMS

It is a condition of this agreement that the parties to this Agreement undertake not to pursue any extra claims for the duration of this agreement.

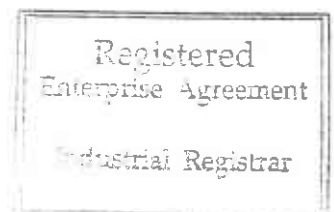
24. DISPUTE AVOIDANCE PROCEDURE

24.1 A procedure for the avoidance of industrial disputes shall apply in establishments covered by this award.

24.2 The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, cooperation and discussions, to reduce the level of industrial confrontation and to avoid interruption to the performance of work and the consequential loss of production and wages.

24.3 The following procedure shall apply:-

(i) Depending on the issues involved, the size and function of the plant or enterprise and the



union membership of the employees concerned, a procedure involving up to four stages of discussion shall apply. These are:

- Discussions between the employee/s concerned, and at his/her request the appropriate union shop steward/delegates and the immediate supervisors.
 - Discussions involving the employee/s, shop steward/s and more senior management.
 - Discussions involving representatives from the State branch of the Union concerned and the relevant employer organisation.
 - Discussions involving senior union officials and the employer organisation.
 - There shall be an opportunity for any party to raise the issue to a higher stage.
- (ii) There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem that shall give rise to a grievance or dispute.
- (iii) Throughout all stages of the procedure, all relevant facts shall be clearly identified and recorded.
- (iv) Sensible time limits shall be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages for the discussions to be finalised.
- (v) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute.
- (vi) In order to allow for the peaceful resolution of grievances, the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiations and conciliation are being followed.
- (vii) The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.

25. COMPETENCY BASED CLASSIFICATION STRUCTURE

The parties recognise the importance of training and, as such, during the life of this agreement

the parties will co-operate to introduce a skills based classification system in accordance with the Award.

Points will be awarded towards the appropriate award classification level for relevant competencies gained however the employee's pay classification will be determined by the implementation process which takes into account the needs of the business. An employee may obtain an excess of points needed to achieve his classification but he will be classified at the level required by the Company.

All new Employees and Employees gaining new skills will receive a points allocation, after assessment against the National Metals and Engineering Competency Standards.

Competency assessment will be conducted, on request, to determine if the Employee has gained and is using a competency that they have not been credited for. Assessment of current competence will be conducted during the term of the agreement.

The target date for implementation of this system will be nine (9) months from the date of operation."

26. SUPERANNUATION

26.1 Superannuation Contributions, at the rate(s) prescribed by federal legislation will be paid into one of the following funds: -

- P&O
- Superannuation Trust of Australia (STA)
- AMP or Australian Retirement Fund

26.2 Each employee shall elect which of the above Funds shall receive his/her contributions.

27. NO DURESS

This is to confirm that this Enterprise Agreement was not entered into under any form of duress by any part of it.



APPENDIX AEQUAL OPPORTUNITY EMPLOYMENT**Policy**

P&O Cold Logistics is actively committed to the principle of equal employment opportunity and will continue to develop equal opportunity practices and programs compatible with its overall goals and responsibilities.

Definition

"Equal Employment Opportunity" means ensuring that all employees or those seeking employment are given fair treatment and equal opportunity in the workplace. This means that everyone should be given an equal chance to acquire work skills and to develop their talents without consideration to their gender, marital status, physical disability, sexual preference, race, family responsibilities, pregnancy, political or religion beliefs, intellectual disability, or age.

"Merit Principle" whereby a person is hired, promoted, trained etc on the basis of their capabilities or merit, rather than those aspects that do not affect the person's ability to perform the duties, ie gender, or marital status.

Practice

P&O Cold Logistics is committed to the principle of equal employment opportunity. Equal employment opportunity means that merit and equity will form the basis of all decisions. To provide equal employment opportunity P&O Cold Logistics undertakes to:

- promote and support equal employment opportunity in all its activities
- eliminate discrimination on the grounds of:
 - race, colour, national or ethnic origin, or nationality
 - sex or gender, sexual preference, marital or parental status, or pregnancy
 - religious or political belief or activity, or industrial activity
 - age
 - disability
- create an environment characterised by respect where staff are able to work free from discrimination or harassment
- use non discriminatory language in all documents and encourage its use in the business
- ensure the application of the merit principle in recruitment, selection, reclassification and promotion
- provide equitable career development opportunities for all staff
- ensure effective consultation with staff and unions in the development and implementation of equal employment opportunity

- Ensure the accountability of managers for the implementation of equal employment opportunity policies and programs.

DISCRIMINATION & HARASSMENT

Policy

P&O Cold Logistics is committed to providing a work environment where employees are able to work effectively, without fear of discrimination and harassment.

Definition

"*Discrimination*" is where a person is treated less favourably because of their sex, age, marital status, pregnancy, race, ethnic origin, sexual preference, political or religious conviction, impairment, family responsibility or family status. Discrimination may be direct, indirect or systemic.

"*Harassment*" is behaviour or acts directed against individuals or groups that are experienced as distressing, insulting, offensive, demeaning, humiliating or intimidating. Harassment may be sexual in nature or based on gender, race, disability, sexual preference or a range of other factors. Harassment includes:

- offensive gestures based on race, sex, etc
- jokes based on pregnancy, race, marital status, sexual orientation, disability, gender or age
- unwanted written, telephone or electronic message
- promises or threats relating to a person's status in the workplace
- physical violence or threat of physical violence

"*Sexual harassment*" is a form of sex discrimination and is the expression of attitudes or behaviour based on false assumptions or social myths of the superiority of one gender over another. Examples of sex-based harassment may include name-calling, sexist graffiti, demeaning jokes concerning a person's gender or derogatory statements about the interests or capabilities of either men or women.

Practice

In all workplace practices and the provision of goods and services, P&O Cold Logistics is committed to ensuring that regardless of gender, race, colour, disability (physical, intellectual or mental), religion, age, sexual preference, family responsibilities, pregnancy, political beliefs, national/ethnic origin, trade union activity or marital status, individuals or groups will not be treated unfairly or be disadvantaged.

P&O Cold Logistics acknowledges its' responsibilities and the statutory requirements as set out in the relevant legislation and aims to:

- create a working environment which is free from discrimination and where all members of staff are treated with dignity, courtesy and respect;
- implement training and awareness raising strategies to ensure that all employees know their rights and responsibilities;
- encourage the reporting of behaviour which breaches the discrimination policy;
- provide an effective procedure for complaints based on the principles of natural justice;
- treat all complaints in a sensitive, fair, timely and confidential manner; guarantee protection from any victimisation or reprisals;

Manager/Supervisor Responsibility

All staff responsible for the supervision of staff are expected to make sure that breaches of this policy do not occur in areas for which they are responsible. The following guidelines can assist in doing this.

1. Ensure all policies, practices and procedures are applied fairly in all circumstances and do not have an unequal or disproportionate effect on particular.
2. Set an example to others, horseplay and risqué jokes are not acceptable.
3. Make it clear staff that you have clear expectations with regard to behaviour and that unacceptable behaviour will be dealt with. Through the appropriate procedures.
4. Take staff complaints seriously and in the case of formal complaints follow the appropriate procedures.
5. Seek advice on how to manage incidents from Human Resources or your General/State Manager. Failure to do this may lead to individual being named as a respondent in any discrimination or harassment complaint lodged with the HREOC.

Complaint Handling

Reports of harassment and discrimination will be treated seriously and will be investigated expeditiously in a thorough and confidential manner ensuring that complainants and witnesses are not victimised in any way. Refer to Complaint Handling Policy.

Policy Breach

Disciplinary action will be taken against any person who breaches this policy and who is found guilty of discrimination. Complainants should be made aware at the beginning of the grievance process that if a complaint is found to be malicious or vexatious then appropriate disciplinary procedures may be invoked against them.

COMPLAINT PROCEDURES

Policy

All complaints of sexual harassment/discrimination will be treated seriously, confidentially and without the victimisation or intimidation of complainants or witnesses.

All complaint investigations will comply with Company procedures and will be followed through with appropriate disciplinary action if warranted. The Company is committed to resolving complaints quickly and efficiently and will not tolerate vexatious complaints.

Definitions

"*Defamation*" is the damage, or potential damage, that can be identified on a person's character, reputation and standing. It is defamatory if a complaint is made in bad faith without genuinely believing it to be true, is motivated by ill will or malice or if allegations are indiscriminately broadcast.

"*Natural Justice*" is the minimum standard of fairness to be applied to the investigation and adjudication of a dispute. This is also referred to as procedural fairness.

"*Victimisation*" is subjecting a person to any detriment or threat of detriment because they have made a complaint, provided information in support of a complaint or appeared as a witness to a complaint.

Practice

P&O Cold Logistics is committed to taking effective action to deal with complaints of alleged unlawful discrimination and harassment by:

- ensuring that complaints are dealt with in a sensitive, timely and confidential manner;
- ensuring that complaints are dealt with in accordance with principles of natural justice;
- making every effort to provide protection against victimisation or reprisals;
- encouraging reports of behaviour which breach the Equal Opportunity Policy

Complainants should be made aware at the beginning of the grievance process that if a complaint is found to be malicious or vexatious then appropriate disciplinary procedures may be invoked against them.



Procedure

Any person who feels that they have been discriminated against or harassed may seek to resolve the matter by one of three approaches:

- *Informal Internal Resolution* - choose to discuss the problem with the respondent in an attempt to resolve the matter in a constructive manner;
- *Formal Internal Resolution* - choose to resolve the complaint with the assistance of P&O Cold Logistics and the union.
- *Formal External Resolution* - choose to make a complaint to the statutory body under the provisions of the relevant State or Federal anti-discrimination legislation

The Informal Internal Resolution

The objective is to contain the complaint amongst the individuals involved in order to reach a resolution that involves a change in the alleged behaviour or work practice.

Actions that can be taken by the complainant may include

- directly approaching the respondent, explaining the negative effect of the behaviour and requesting that the behaviour stop
- writing a confidential letter to the respondent setting out the negative effect of the behaviour and requesting that the behaviour stop

If the behaviour continues or the alleged offender denies the behaviour, the complainant should cease this approach and contact their manager or human resources personnel for support.

If the complainant is not comfortable with confronting the alleged offender themselves, they may have a manager or HR delegate act on their behalf to informally approach the alleged offender and explain the nature of the complaint and that the behaviour must stop. The complainant should keep records of the incident and the third party should make notes of the alleged offender's response. If the alleged offender admits the behaviour, then possible resolutions should be pursued. However, if the alleged behaviour is disputed, the complainant should be informed and advised of alternative resolution options.

If a manager observes harassment/discrimination of any form they are obliged to take informal action as a minimum, even if a complaint is not made. Communicating the Company Policy and conducting awareness briefings are examples of such action.

The Formal Internal Resolution

A formal complaint may be made to an employee's next most senior manager, their human resources personnel or their manager's manager who becomes the Investigating Officer.

Any manager investigating a complaint should seek the advice or support of human resources personnel.

The objective of the Investigating Officer is to attempt to conciliate the complaint between the parties and in the event where a mutually agreed resolution cannot be reached, decide if the complaint is substantiated and make a recommendation on the appropriate disciplinary action to the General/State Manager.

The Initial Interview

On the day that the complaint is made, the Investigating Officer must interview the complainant to advise them of the procedure to be followed and reassure them that their confidentiality will be respected.

The complainant should be offered a support person of their choice (this may include a union representative etc) to assist if required. The Investigating Officer should review all details of the alleged incident(s)/behaviour (date, time, place, witnesses etc) including any notes etc prepared by the complainant and prepare notes of their own. Finally both parties must determine the outcomes required to resolve the complaint.

Investigation

Within 2 working days of the original complaint, the Investigating Officer must inform the alleged offender of the allegations prior to any interview to allow them time to contact a support person of their choice (this may include a union representative etc) to assist if required and to prepare a response to the allegations. The allegations and their response must be investigated at the interview. Any witnesses need also to be interviewed separately.

The purpose of an investigation is to elicit facts, not to disseminate allegations. Any investigation will be based on the principles of natural justice. These principles require that the investigator approach the process with neutrality and in recognition of the right of both parties to a fair hearing. It is the responsibility of the investigator to withdraw from the process in the event that their neutrality is compromised. Full records of these interviews are to be kept by the Investigating Officer.

Resolution

a) Conciliation

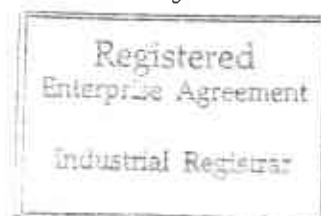
If the offender admits to the complaint the Investigating Officer should seek to assist both parties to reach a mutual resolution.

b) Recommendation

If a mutual resolution cannot be found, or if the complaint is not admitted but is substantiated by the evidence gathered by the Investigating Officer determined on the balance of probabilities, a recommendation must be made to the General/State Manager.

If a complaint is found to be vexatious, the complainant will face disciplinary action. If the complaint cannot be founded, both parties must be advised in writing that the investigation ceases. Both parties must receive copies of the Investigating Officer's recommendations.

Upon substantiation of the complaint, the General/State Manager is to determine the appropriate



disciplinary action in consultation with the General Manager Human Resources. Conciliation or recommendation should be finalised within two weeks of the original complaint.

Appeals

Appeals on the outcome of any stage of the investigation process may be made in writing to the General/State Manager within five working days of the action appealed against. The General/State Manager will review the action and reply to the appeal within five working days of its receipt. The General/State Manager's determination is final; no further appeal mechanisms are available.

The Formal External Resolution Process

Whilst it is always preferable to seek resolution internally, it is recognised that employees also have the right to lodge complaints externally with the Human Rights and Equal Opportunity Commission (HREOC) or other Government Agencies with jurisdiction

Confidentiality

It is of paramount importance and in the best interests of complainant and respondent that confidentiality is maintained during resolution procedures. The reasons for this include:

- protection from defamation actions;
- prevention of victimisation of the parties involved;
- prompt successful resolution on minimum numbers of people involved in the complaint;
- the alleged discriminator has a right, as a requirement of natural justice, to expect all allegations to be kept confidential;

<p>Registered Enterprise Agreement Industrial Registrar</p>

SIGNED FOR AND ON BEHALF OF:

P&O COLD LOGISTICS LIMITED

PRINT NAME GREG HALLIWELL

SIGNATURE

[Handwritten Signature]

DATE 17-9-02

P&O COLD LOGISTICS EMPLOYEES REPRESENTATIVES

PRINT NAME Rodney Zammit SIGNATURE *[Handwritten Signature]*

DATE 17-9-02

PRINT NAME GRAEME BORDLEY SIGNATURE *[Handwritten Signature]*

DATE 17-9-02

AUTOMOTIVE, FOOD, METALS,
ENGINEERING, PRINTING AND KINDRED
INDUSTRIES UNION, NSW BRANCH

PRINT NAME JOHN PARKIN

SIGNATURE

[Handwritten Signature]

DATE 20/9/02

ELECTRICAL TRADE UNION OF AUSTRALIA

PRINT NAME BERNIE RIOROAN

SIGNATURE

[Handwritten Signature]

DATE 18-10-02

