

**MACCON LOGISTICS
PTY. LTD.
AGREEMENT 2000**



1. TITLE OF THE AGREEMENT

This Agreement shall be known as the Maccon Logistics Pty Ltd Enterprise Agreement, 1999.

2. PARTIES BOUND

This Agreement shall be binding for Maccon Logistics Pty Ltd and the national Union of Workers NSW Branch, its officers, servants and all storepersons and administrative staff engaged in warehouse activities in New South Wales.

3. INCIDENCE AND DURATION

3.1 This Agreement shall take effect from 1st January 2000 and shall remain in force until 1st July 2001.

3.2 All parties agree that during the life of the Agreement no party will raise any further claims relating to the terms and conditions of the Agreement.

3.3 The parties are committed to negotiations to reach a new agreement, commencing at least three months prior to the expiry date of the term of this Agreement.

3.4 The Agreement shall apply to all employees who are engaged in the operations of Maccon Logistics Pty. LTD. and who are covered by the Storemen and Packers General (State) Award and the Clerical and Administrative Workers Award.

3.5 The Agreement is made subject to the definitions as set out in the Storemen and Packers General (State) Award and the Clerical and Administrative Workers' Award but should any conflict arise, the Agreement will take precedence to the Awards.

4. CODE OF CONDUCT

(a) - General Conditions

Employees shall at all times appropriately carry out their duties and will conduct themselves in a manner which protects and promotes the Company's reputation and image.



(b) Confidentiality

All employees shall not during or after employment disclose to any person, firm, business, company or legal entity confidential information belonging to Maccon Logistics Pty Ltd which the employee may learn in the course of employment, whether or not such information is produced by the efforts of the employee.

5. NO FURTHER CLAIMS

During the term of this agreement, neither the union, the employees nor the Company shall make any further claim in relation to the conditions of employment, unless such claim is:

- (a) agreed to by all parties; and
- (b) ratified by the NSW Industrial Relations Commission.

6. WORK HOURS

The ordinary working hours exclusive of Meal times (which shall be not less than thirty (30) minutes) shall be 37.5 hours per week Monday to Friday, that is 7.5 hours per day, worked as follows:

- (a) The hours to be worked will be between the span of hours 6.00 am to 6.00 pm;
- (b) Once having been fixed, the time for commencing and finishing work shall not be altered without at least seven (7) days notice to the employees concerned.

7. NEW EMPLOYEES

- (a) Probation

It is not the intention of this Clause to address short term operational requirements.

All new employees, permanent part-time or permanent will be employed as Probationary Employees with a three month probationary period. During the three month probationary period, performance will be under monthly review. A Probationary Employee's employment may be terminated at any time during the probationary period. Upon successful completion of the probationary period the Probationary Employee's employment will be confirmed as to its status if the work is deemed to continuous.



(b) Company Induction Training

Upon commencement of employment an employee shall participate in an induction program designed to familiarize him or her with his or her job, the Distribution Centre and fellow employees.

8. CONSULATIVE COMMITTEE

(a) Constitution of the Committee

As soon as reasonable practicable after commencement of this agreement, the parties will establish an Implementation/Consultative Committee which will consist of:

- Maccon Logistics Pty Ltd; and
- Employee Representatives, including at least one (1) union delegate.

(b) Functions of the Committee

The Committee is charged with the following responsibilities and such other responsibilities as may be agreed by the employees and Maccon Logistics Pty. Ltd.

- (i) to make recommendations of the improvement of the administration of this agreement.
- (ii) to assist in the implementation of this agreement;
- (iii) to advise employees of the requirements of this agreement;
- (iv) to formulate any case for amendment of this agreement;
- (v) to monitor compliance with this agreement;
- (vi) to act as a medium between senior management and the employees.

9. PERFORMANCE MANAGEMENT

This process shall apply for each separate performance issue as stand alone, and is described below:

- (a) The manager explains the current work performance and explains why this is a problem.
- (b) The manager shall provide the employee with the material evidence to substantiate his/her description



- (c) The manager explains what needs to change, when these changes shall occur and what actions will be taken to help the employee improve his/her performance to meet the requirements described.
- (d) The manager explains what shall happen if the employee's performance does not improve within the time specified.
- (e) All employees shall receive one verbal counseling before being issued with a written warning.
- (f) Upon the third written counseling warning, employees may have their employment terminated.
- (g) The first warning to remain on file for three (3) months. Following a second written counselling warning, this warning shall remain on the employee's record for six months. A third written counseling warning will remain on the employee's record for 12 months after which time providing, no further warnings, the record shall be wiped clean.
- (h) No employee shall receive counseling or written warning if he/she had not been provided with a copy of his/her job description and procedures of his/her specific job.
- (i) When an employee is receiving a written warning, at least one NUW delegate shall be invited to be present, unless otherwise required by the employee.
- (j) If the required changes or improvement are again not made within the time frame set during the second counseling session, a final counseling session will be held at which the employee's employment may be terminated.

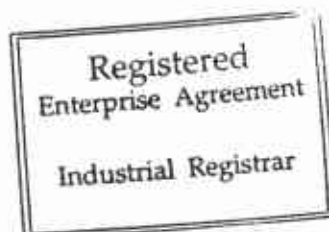
10. SUPERANNUATION

The nominated superannuation plans should be listed, ie. the Company Plan and LUCRF.

Employees will be entitled to contribute in excess of the superannuation legislative requirements on a salary sacrifice basis.

11. INCOME PROTECTION

The Company shall provide and pay Income Protection Insurance for all of its full-time and permanent part-time stores employees.



12. AGREEMENT NOT TO BE USED AS A PRECEDENT

The parties undertake that the terms of this Agreement will not be used to progress or obtain similar arrangements or benefits in any other division or enterprise of the Company.

13. INSTANT DISMISSAL

The Company may terminate the employment of an employee without notice or payment in lieu thereof if the employee at any time during work hours or whilst on the premises of Maccon Logistics Pty. Ltd:

- (a) Is under the influence of illegal drugs or alcohol, which poses a real threat to the safety of others.
- (b) Violates safety rules:
 - If any employee breaches a minor safety regulation, the employee shall be subject to corrective guidance procedure encompassed in this Agreement. It is not the intention of this Agreement for the parties to be trivial or over zealous in this clause.
 - If there is a breach of a notable safety regulation the employee, shall be given a final stand alone warning where the employee will be subject to a probationary period of 1 year. If there is no repeat of the offence or regulation within the year, then the warning shall be wiped clean. If the safety regulation is breached within the year, then the employee may be immediately terminated.
- (c) commits an act of deliberate theft;
- (d) commits an indictable offence;
- (e) commits an act of deliberate assault;
- (f) willfully refuses to obey lawful and reasonable directions;
- (g) willfully destroys or defaces the property of the Company;
- (h) commits or participates in any action construed as an act of sexual misconduct.

14. DISPUTE RESOLUTION PROCESS

The following procedures shall be adopted for the resolution of any grievance on site, so that the matter is resolved at the closest point to the workplace:



- (a) Any grievance must be initially dealt with as close to the source as possible with graduated steps for further discussion and resolution at higher levels of authorisation, if unresolved initially.
- (b) The dispute arising out of employment shall be referred by the union delegate to the appropriate supervisors and managers. Their aim should be to try to resolve the matter equitably and promptly within their own capacity.
- (c) If the dispute is not resolved at this level, the matter shall be discussed between the union delegate and representatives of senior management appointed for this purpose.
- (d) Failing settlement at this level between the Company and the union delegate, the union delegate shall refer the dispute within 24 hours to the union organiser who will take up the matter with management. All efforts shall be made by the organiser and the Company to settle the matter.
- (e) Failing settlement, the State Secretary of the union and the relevant representative of Maccon Logistics Pty. LTD. also may be involved at this stage.
- (f) During discussions, status quo shall remain, and work shall proceed normally. Status quo shall mean the situation existing immediately prior to the dispute. This does not apply in relation to the termination of an employee's employment.
- (g) At any time, either party shall have the right to notify the dispute to the Industrial Registrar.

15. DURESS

The parties to this Agreement have entered into it freely and without duress.

16. WAGE INCREASES

A wage increase of 3% shall take effect on and from 1st January 2000. Employees covered by this Agreement at the date of registration will be paid the rate of pay from 1st January 2000 or their date of employment, whichever is the later. A further increase of 2% shall apply from 1st January 2001.

The increases provided in this clause will be applied to the employee's ordinary rate of pay. The ordinary rate of pay shall mean the employee's award rate plus over award payment. The ordinary pay rate after the increases for each employee covered by this agreement is recorded in a written form in the wages records of the Company which will be maintained at the Company's office.



SCHEDULE OF PAY RATES (HOURLY)

LEVELS	PERMANENTS		LEVELS	CASUALS	
	EFFECTIVE 1 JAN. 2000	EFFECTIVE 1 JAN. 2001		EFFECTIVE 1 JAN. 2000	EFFECTIVE 1 JAN. 2001
1	\$11.35	\$11.57	1	\$14.14	\$14.42
1A	\$12.10	\$12.34	1A	\$15.07	\$15.37
2	\$13.49	\$13.76	2	\$16.80	\$17.14
3	\$14.30	\$14.64	3	\$17.81	\$18.17
4	\$14.95	\$15.25	4		
5	\$15.33	\$15.71	5		
<p>Definition of 1, 1A and 2: Level 1 – no previous store experience Level 1A - employee with minimum 6 months stores experience Level 2 - exceeds 12 months experience</p>					

NB: All allowances are built into hourly rates apart from if a Casual below Level 3 is required to drive a forklift on a temporary basis he/she shall receive 55 cents per hour Forklift Allowance.



17. PERMANENT PART-TIME EMPLOYMENT

Permanent part-time employees shall be offered no less than twenty (20) hours or more than thirty-two (32) hours of scheduled set ordinary hours.

Minimum call in rate for permanent part-time employees shall be given preference to permanent positions providing they have the skill levels required to fill the position.

18. UNION RECOGNITION AND MEMBERSHIP


- (a) For the purposes of this Agreement, the Company recognises the National Union of Workers, New South Wales Branch (NUW) as being the union that shall have exclusive representation of employees in related classifications who are covered by this Agreement. This exclusive representation will extend to all terms and conditions of employment, whether or not those terms and conditions are subject to this agreement or not.
- (b) All employees shall be given an application form to join the National Union of Workers, New South Wales Branch at the point of induction.
- (c) All new employees will be introduced to the union delegate within the induction period.
- (d) The Company undertakes on written authorisation (Deduction Authority Form) of the employee to deduct union membership dues, as levied by the National Union of Workers, New South Wales Branch in accordance with its rules, from the pay of employees who are members of the union at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.



19. SIGNATURES


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FOR AND ON BEHALF OF MACCON
LOGISTICS PTY. LTD.

16th March 2000
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DATE


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FOR AND ON BEHALF OF THE
NATIONAL UNION OF WORKERS
NEW SOUTH WALES BRANCH

27 - 3 - 2000
.....
DATE

Registered
Enterprise Agreement
Industrial Registrar