

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/153

**TITLE: VersaCold Logistics Limited (NSW) Maintenance Agreement 2005**

**I.R.C. NO:** IRC6/1382

**DATE APPROVED/COMMENCEMENT:** 17 March 2006 / 4 May 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 5 June 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 26

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all maintenance employees employed by VersaCold Logistics Ltd., who are engaged 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:** VersaCold Logistics Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch

## VERSACOLD LOGISTICS LIMITED (NSW) MAINTENANCE AGREEMENT 2005

This Agreement shall be titled the 'VersaCold Logistics Limited (NSW) Maintenance Agreement 2005'.

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### 2. PARTIES BOUND

This Agreement shall apply to:

- VersaCold Logistics Ltd ('the Company'),
- The Electrical Trades Union of Australia, NSW Branch ('the ETU')
- The Automotive, Food, Metals, Engineering, Printing & 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 they are 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, as they currently exist. 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 full pay period that commences on or after 4 May 2005, 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 and development they need to be competent in their roles and to undertake further roles.

To better serve our 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 its business 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 of the above objectives and to provide for positive union representation in the workplace that will contribute to the interests of the employees and to the continued growth of the Company.

## 6. WAGES

In consideration for the acceptance of this Agreement, the Company offers the following weekly wage rates for Maintenance employees.

These rates include a 3.8% increase to the base rates of pay for each year of the Agreement.

### 6.1 Weekly wage rates

Weekly - Monday-to-Friday (five-day roster)

<b>Classifications</b>	<b>Rate from 4 May 2005</b>	<b>Rate from 4 May 2006</b>	<b>Rate from 4 May 2007</b>
Leading Hand Maintenance Fitter A	\$826.39	\$857.79	\$890.39
Maintenance Fitter B (includes Restricted Electrical Licence)	\$799.58	\$829.96	\$861.50
Maintenance Fitter C (Base Trade)	\$773.89	\$803.30	\$833.83
Electrician	\$864.47	\$897.32	\$931.42

The above rates are inclusive of a tool allowance, a forklift licence, a freezer allowance and a trade licence allowance.

### 6.2 Fortnightly Roster for weekly employees

Six-day roster over a two-week cycle (Monday-to-Saturday)

<b>Classifications</b>	<b>Rate from 4 May 2005</b>	<b>Rate from 4 May 2006</b>	<b>Rate from 4 May 2007</b>
Leading Hand Maintenance Fitter A	\$895.84	\$929.88	\$965.22
Maintenance Fitter B (includes Restricted Electrical Licence)	\$869.02	\$902.04	\$936.32
Maintenance Fitter C (Base Trade)	\$841.06	\$873.02	\$906.20
Electrician	\$939.59	\$975.29	\$1,012.35

The above rates are inclusive of a tool allowance, a forklift licence, a freezer allowance, a trade licence allowance and Saturday penalty rates.

## 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 that is outlined in the tables above.

## **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 future workplace changes that may arise due to changing customer requirements and/or to internal process/organisational changes.

A consultative committee made up of employee and management representatives will work to resolve issues between the parties in a way that will improve the efficiency of the organisation.

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.

The committee shall meet as and when required.

Were 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 is worked in the roster as 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 work days 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, afternoon or night shift work after consideration is initially given to existing employees, but these new employees 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. Seven days notice of change of roster 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)
- (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.

#### **11 HOURS OF WORK (CASUALS)**

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

#### **12. 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.

#### **13. SHIFT WORK**

13.1 Existing weekly employees shall be given an opportunity to change shifts provided it suits the needs of the business. 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 remain.

13.2 The parties have used the consultative provisions set out in clause 8 to develop seven-day shift rosters and their rules. Outlined in Appendix B is the current arrangement for dealing with this issue.

#### **14. OVERTIME**

##### **14.1 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 the 150% (time and one-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 one-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 four 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.

14.2 Casual employees

Refer to 10.3

14.3 Need for overtime

As we are a service industry, a reasonable amount of overtime may be required to service the customers' needs. The Company shall endeavour to take into consideration individual's family and personal circumstances (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 when practical.

14.4 Rest period

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

**15. MEAL BREAKS**

15.1 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 five hours, an employee shall not be required to work for more than six



hours without a break for a meal.

- (ii) By agreement between the Company and the majority of employees in the work section, an employee may be required to work in excess of five hours, but not more than six hours, at ordinary rates of pay without a meal break.

- 15.2 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.
- 15.3 An employer may stagger the time of taking a meal (or rest break) to meet operational requirements.
- 15.4 Subject to the conditions of subclause 14.1 above, an employee engaged as a regular maintenance person shall work during meal breaks, at ordinary rates of pay, whenever instructed to do so for the purpose of making good any breakdown of plant, or for the routine maintenance of plant that can only be done whilst such plant is idle.
- 15.5 Except as provided in subclauses 14.1 and 14.4, and where any alternative arrangement is entered into as a result of maintenance discussions, time and one-half rates shall be paid for all authorised work done during meal hours and, thereafter, until a meal break is taken.
- 15.6 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.
- 15.7 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 as per the Award.

**16. SICK LEAVE**

16.1 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.

16.2 Upon termination of employment for reason other than misconduct, the employee is entitled to be paid out their accrued sick leave up to a ceiling of 50 days entitlement.

16.3 All other Sick Leave provisions shall apply in accordance with the provisions of the 'Metal & Engineering Industry (State) Award'.

**17. ANNUAL LEAVE, A/L LOADING & 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.

**18. PUBLIC HOLIDAYS**

18.1

(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 one-half) of the appropriate classification rate of pay for hours worked.

18.2 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 one-half.

Employees absent either the day before, or the day after, a Public Holiday, without reasonable

excuse or without Company agreement, shall not be entitled to such holiday.

**19. TRAVEL ALLOWANCE**

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

**20. UNION MATTERS**

20.1 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. This may be about matters affecting their members and matters arising from this Agreement and the Award that underpins it. The delegates' activity shall not interfere with the normal flow of work.

20.2 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.

20.3 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.

20.4 The parties agree to the importance of union delegate training to foster understanding and good industrial relations at VersaCold. It is therefore agreed that a duly elected union delegate shall have access to a training course 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.

**21. DEDUCTIONS FROM WAGES**

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

**22. 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:

<b>Years</b>	<b>Weeks Pay - Under 45</b>	<b>Weeks Pay - Over 45</b>
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.

**23. UNIFORMS AND PPE**

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

24.2 The Company will supply 11 sets of shirts and pants over a fortnight period, which will be laundered by the Company, except where employees, because of medical reasons notified to and accepted by the Company, elect to launder the supplied clothing at their own expense.

24.3 Uniforms and personal protective equipment (PPE) will be replaced on a one-for-one exchange system based on a 'fair wear and tear' principle. Management will inspect uniforms and PPE before being replaced.

**24. 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.

**25. DISPUTE AVOIDANCE PROCEDURE**

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

25.2 The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation 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.

25.3 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 their request, the appropriate union delegate and their immediate supervisors.
- Discussions involving the employee/s, delegate and more senior management.
- Discussions involving a representative from the State branch of the Union concerned, and the relevant employer organisation.
- Discussions involving a senior union official 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 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 of the discussions to occur.
- (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 avoiding stoppages of work, lockouts or any other bans or limitations on the performance of work whilst 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 are consistent with established custom and practice at the workplace.

## **26. COMPETENCY BASED CLASSIFICATION STRUCTURE**

The parties recognise the importance of training and, as such, during the life of this agreement the parties will work co-operatively to introduce a skills/competency based classification system. The form of this skills/competency based classification system shall be co-operatively determined and developed. The target date for completion of this is 31 December 2006.

Position descriptions for a base level electrician and a base level fitter are attached to this Agreement. These may change from time-to-time to reflect the changing needs of the business.

## **27. SUPERANNUATION**

28.1 Superannuation Contributions, at the rate prescribed by Federal legislation, will be paid into one of the following funds:

- P&O Accumulation Fund, or
- The Superannuation Trust of Australia (STA), or
- The National Electrical Superannuation Scheme (NESS), or
- The Electrical Industries Superannuation Scheme (EISS)

28.2 Each employee shall elect which of the above funds shall receive their contributions.

## **28. NO DURESS**

This is to confirm that none of the parties entered into this Enterprise Agreement under any form of duress.

# **APPENDIX A**

## **EQUAL OPPORTUNITY EMPLOYMENT**

### **Policy**

VersaCold Logistics is actively committed to the principle of equal employment opportunity and will continue to develop equal opportunity practices and programmes 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**

VersaCold 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 VersaCold 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**

VersaCold 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, VersaCold 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.

VersaCold 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**

VersaCold 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 VersaCold 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;

## **Appendix B**

### **Facilities Maintenance Staff**

#### **Guidelines for Sunday Overtime Shifts**

- Where VersaCold Logistics warehouses operate on a Sunday, it is agreed that all maintenance staff will work the required number of Sundays per year to cover the shifts and endeavour to fill gaps in the Sunday overtime roster as they occur. It is agreed that maintenance staff will work together to make the Sunday overtime roster successful and achieve a satisfactory outcome for all.
- If any maintenance staff member cannot work on the rostered Sunday shift, the member will attempt to find a replacement member to work the said shift by negotiating a swap with another maintenance staff member if possible. The Maintenance Co-ordinator will be advised of any negotiated swaps as soon as possible.
- Maintenance staff will advise the Maintenance Co-ordinator as soon as possible after it becomes known that they cannot work their Sunday overtime shift and have been unable to negotiate a swap.

- The Maintenance Co-ordinator will make alternative arrangements to fill the Sunday overtime shift on behalf of maintenance staff in exceptional circumstances including illnesses.
- If staff on Day Shift work a Sunday Night their Rostered Day Off is to be taken on the Monday following the night shift.
- In accordance with the Enterprise Bargaining Agreement, all Sunday shifts will be paid at overtime rates.
- The Maintenance Coordinator administers the Sunday Overtime shift Roster and will provide maintenance staff with an up to date shift roster as it is amended. The Maintenance Coordinator will endeavour to keep the Sunday Overtime Roster planned at least 2 months in advance.
- Sunday Night shifts will commence at 9.30pm and finishes at 5.30am on Monday morning. The shift may be split between maintenance staff if necessary.

## **Appendix C Position Descriptions**

### **POSITION DESCRIPTION**

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#### **Maintenance Fitter**

<b>Name:</b>	<b>Shift Pattern:</b> Rotating
<b>Position Title:</b> Maintenance Fitter	<b>Location:</b> Girraween & Arndell Park NSW
<b>Division:</b> Facilities Management Unit	<b>Date:</b> September 2005
<b>Position reports to:</b> Maintenance coordinator	

#### **BACKGROUND**

The VersaCold Eastern Region Facilities Management team is responsible for the effective and efficient management of all VersaCold Logistics' physical assets, utilities, infrastructure and engineering services at Girraween and Arndell Park in NSW. The maintenance team provides services and support to VersaCold Logistics' Distribution Centres to ensure warehouse production operations occur without disruption to critical plant and equipment on a 24 hour/7 day basis.

## **ROLE AND RESPONSIBILITY**

Maintenance Fitters are primarily responsible to perform preventive and corrective maintenance on refrigerated warehouse production equipment in a timely and cost effective manner. This involves performing maintenance on a variety of fixed plant and equipment including belt conveyors, hydraulic dock levellers, air compressors and refrigerated dryers, rapid roller doors, pallet wrappers and pallet dispensers in a cold environment. Working within a team, Maintenance Fitters are required to work a 38-hour week spread across 7 days and nights. Various shifts are worked to cover warehouse production schedules and deeper level maintenance is performed during afternoon periods. Maintenance Fitters are required to work flexible shift patterns to suit business and training needs.

## **SPECIFIC RESPONSIBILITIES**

1. Perform planned preventive and corrective maintenance on fixed plant and equipment including belt conveyors, hydraulic dock levellers, air compressors and refrigerated dryers, rapid roller doors, pallet wrappers and pallet dispensers in a cold environment.
2. Ensure all work being performed is carried out in a safe, cost effective and proficient manner.
3. Identify critical spare parts and quantities to be kept on site to prevent unnecessary delays in repairing production equipment.
4. Liaise with the Maintenance Coordinator and make recommendations to improve the effectiveness of maintenance being performed.
5. Demonstrated ability to work unsupervised and adherence to stringent safety requirements, particularly in a cold environment.
6. Willingness to contribute to the development of a culture of continuous improvement.
7. Willingness to contribute to the organizations objective to be recognized as a best practice maintenance unit.

## **PERSON SPECIFICATION**

### **Maintenance Fitter**

1. Qualifications in an appropriate trade discipline including Fitting and Machining, General Engineering, Hydraulics, Pneumatics, Restricted Electrical and/or demonstrated relevant industry experience, preferably gained in a large multi-disciplined organisation or similar environment.
2. Strong analytical thinking and problem solving skills, the capacity to successfully focus on completing work and meet deadlines.



3. Sound understanding of occupational health and safety work practices, the ability to foresee potential hazards and implement solutions.
4. Hold a current motor vehicle driver's licence and a forklift operator's licence or willingness to obtain such.
5. Demonstrated ability to deliver quality outcomes in a results oriented environment within defined timeframes.
6. Understanding of working with workplace safety and risk management practices and policies.
7. Understanding of the principles of anti discrimination and staff equity and willingness to uphold Occupational Health and Safety plans, policies and procedures.

## **POSITION DESCRIPTION**

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### **Maintenance Electrician**

<b>Name:</b>		<b>Shift Pattern:</b>	Rotating
<b>Position Title:</b>	Maintenance Electrician	<b>Location:</b>	Girraween & Arndell Park
<b>Division:</b>	Facilities Management Unit		NSW
		<b>Date:</b>	September 2005
<b>Position reports to:</b>	Maintenance Coordinator		

#### **BACKGROUND**

The VersaCold Eastern Region Facilities Management team is responsible for the effective and efficient management of all VersaCold Logistics' physical assets, utilities, infrastructure and engineering services at Girraween and Arndell Park in NSW. The maintenance team provides services and support to VersaCold Logistics' Distribution Centres to ensure warehouse production operations occur without disruption to critical plant and equipment on a 24 hour/7 day basis.

#### **ROLE AND RESPONSIBILITY**

Maintenance Electricians are primarily responsible to perform preventive and corrective maintenance on refrigerated warehouse production equipment and electrical installations in a timely and cost effective manner. This involves performing maintenance on a variety of fixed plant and equipment including belt conveyors, motor controls, lighting and power systems, air compressors and refrigerated dryers, rapid roller doors and pallet wrappers in a cold environment. Working within a team, Maintenance Electricians are required to work a 38-hour week spread across 7 days and nights. Various shifts are worked to cover warehouse production schedules and deeper level maintenance is performed during

afternoon periods. Maintenance Electricians are required to work flexible shift patterns to suit business and training needs.

#### **SPECIFIC RESPONSIBILITIES**

1. Perform planned preventive and corrective maintenance on fixed plant and equipment in an industrial environment including belt conveyors, motor controls, general lighting and power systems, emergency lighting and uninterruptible power systems, air compressors and refrigerated dryers, electronically controlled rapid roller doors and pallet wrappers in a cold environment.
2. Ensure all work being performed is carried out in a safe, cost effective and proficient manner.
3. Identify critical spare parts and quantities to be kept on site to prevent unnecessary delays in repairing production equipment.
4. Liaise with the Maintenance Co-ordinator and make recommendations to improve the effectiveness of maintenance being performed.
5. Demonstrated ability to work unsupervised and adherence to stringent safety requirements, particularly in a cold environment.
6. Willingness to contribute to the development of a culture of continuous improvement.
7. Willingness to contribute to the organizations objective to be recognized as a best practice maintenance unit.
8. Willingness to perform multi-skilling tasks and undertake further training to suit business needs

#### **PERSON SPECIFICATION**

##### **Maintenance Electrician**

1. Qualifications & licensing in an appropriate trade discipline including Electrical Fitter / Mechanic, PLC's, Electronic control systems, industrial lighting and power reticulation /or demonstrated relevant industry experience, preferably gained in a large multi-disciplined organisation or similar environment.
2. Strong analytical thinking and problem solving skills, the capacity to successfully focus on completing work and meet deadlines.
3. Capacity to clearly document details of work performed and further work required ensuring electrical installations are maintained in a safe working condition.

4. Sound understanding of occupational health and safety work practices, the ability to foresee potential hazards and implement solutions.
5. Hold a current motor vehicle driver's licence, elevated work platform licence and a forklift operator's licence or willingness to obtain such.
6. Demonstrated ability to operate with a high work ethic and deliver quality outcomes in a results oriented team environment and defined timeframes.
7. Understanding of working with workplace safety, risk management practices and the ability to communicate with staff at all levels within the organisation.
8. Understanding of the principles of anti discrimination and staff equity and willingness to uphold Occupational Health and Safety plans, policies and procedures.

**SIGNED FOR AND ON BEHALF OF:**

**VERSACOLD LOGISTICS LIMITED** .....

Witness: ..... Date: .....

**ELECTRICAL TRADES UNION OF AUSTRALIA, NSW BRANCH** .....

Witness: ..... Date: .....

**AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION, NSW** .....

Witness: ..... Date: .....