

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/333

TITLE: Mayne Logistics (Granville Warehouse) Enterprise Agreement 2002

I.R.C. NO: IRC02/4553

DATE APPROVED/COMMENCEMENT: 26 September 2002/17 July 2002

TERM: 17 July 2005

NEW AGREEMENT OR VARIATION: Replaces EA01/61

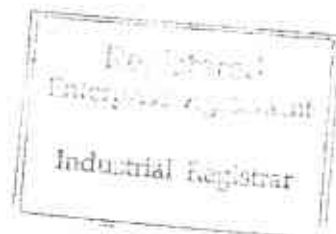
GAZETTAL REFERENCE: 22 November 2002

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all warehouse employees engaged in the warehousing and distribution operations of Mayne Logistics at the Granville facility located at 15 Berry Street, Granville, NSW, and who fall within the coverage of the Storemen and Packers Bond and Free Stores (State) Award.

PARTIES: Mayne Logistics -&- National Union of Workers, New South Wales Branch



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FILED
- 8 APR 2002
INDUSTRIAL REGISTRAR

MAYNE LOGISTICS

(GRANVILLE WAREHOUSE)

ENTERPRISE AGREEMENT

2002

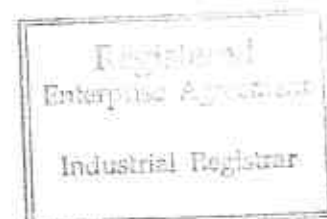
Registered
Enterprise Agreement
Industrial Registrar

CLAUSE 1 TITLE

This Agreement shall be known as the Mayne Logistics (Granville Warehouse) Enterprise Agreement 2002.

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CLAUSE 3

PARTIES BOUND

- a. This Agreement is made between Mayne Logistics of 15 Berry St, Granville, New South Wales, a logistics service of Mayne Group Limited ACN 004 073 410, and the National Union of Workers, New South Wales Branch, and shall be known as the Mayne Logistics (Granville Warehouse) Enterprise Agreement 2002.
- b. This Agreement applies to all Warehouse employees engaged in the warehousing and distribution operations of Mayne Logistics at the Granville facility located at 15 Berry Street, Granville, NSW.
- c. This Agreement has been reached through consultation and consensus and decided upon without duress by any party.
- d. The Agreement shall be read and interpreted wholly in conjunction with the Storeman and Packers Bond and Free Stores (State) Award provided that where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.

CLAUSE 4

PERIOD OF OPERATION

This Agreement will apply from the first full pay period following the 17th July 2002 and remain in force for a period of three years. 17/7/02

CLAUSE 5

DISPUTE PROCEDURES

All parties agree to abide by the following guidelines in the resolution of any grievance or dispute.

These guidelines are:

- The matter shall first be discussed between the employee and their immediate supervisor. The Union delegate may also be present if so requested by the employee;
- Any contentious matter/issue will be discussed at the enterprise level between management and the job delegate(s). Grievances will be responded to as soon as practicable;
- If these discussions do not resolve the dispute then the local organiser will become involved;
- If this still does not lead to resolution of outstanding matters/issues, then officers from the Union and the Company shall become involved;
- During the above procedure the status quo shall remain and work shall proceed normally;
- At any time either party shall have the right to notify the dispute to the Industrial Registrar.

CLAUSE 6

NO EXTRA CLAIMS

There shall be no extra claim by either party during the life of this Agreement except where consistent with State Wage Case decisions.



CLAUSE 9

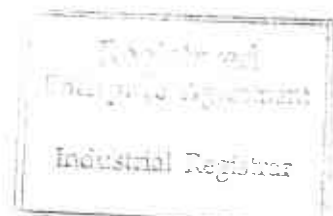
WAGES

WAGE RATES				
	Present	Year 1	Year 2	Year 3
		17/07/2002	17/07/2003	17/07/2004
Increase		5%	5%	5%
Base Storeperson Hourly Rate	\$ 15.7216	\$ 16.5077	\$ 17.3331	\$ 18.1997
Base Forklift Hourly Rate		\$ 17.0690	\$ 17.9224	\$ 18.8186
Leading Hand Hourly Rate		\$ 17.2972	\$ 18.1225	\$ 18.9892
Forklift Hourly Rate Calculation				
	Present	Year 1	Year 2	Year 3
		17/07/2002	17/07/2003	17/07/2004
Increase		5%	5%	5%
Allowance	\$ 23.3700	\$ 24.5385	\$ 25.7654	\$ 27.0537
Annual Rate		\$ 1,276.00	\$ 1,339.80	\$ 1,406.79
Daily Rate (260 Working Days)		\$ 4.91	\$ 5.15	\$ 5.41
Deductions (34 Working Days)		\$ 166.86	\$ 175.20	\$ 183.97
Net Annual Rate		\$ 1,109.14	\$ 1,164.60	\$ 1,222.83
Net Hourly Rate		\$ 0.5613	\$ 0.5894	\$ 0.6188

The above increase will be paid from the first full pay period from the above dates.

Casual Loading is calculated at 15% plus 1/12 th Annual leave of Base Hourly Rates.

Annual Leave Loading is calculated at 17.5% Base Hourly Rates



CLAUSE 10 ALLOWANCES

The following allowances shall apply for the term of the Agreement:

a) MEAL ALLOWANCES

Where in excess of one (1) hours overtime is worked on any day, a meal allowance of \$ 8.80 is payable in accordance with Bond & Free Stores award.

b) FORKLIFT ALLOWANCE

Weekly Allowance \$24.54 (Nominal)
To be increased in line with Increases to Base Rate.
This allowance will form part of the normal hourly rate for Forklift drivers.

Refer to Wage Clause for Calculation and Forklift Hourly Rates.

Permanent Employee's who are engaged and licensed as Forklift drivers will be paid an amount equivalent to the calculated weekly Forklift allowance. Forklift allowance is not payable for overtime hours.

Casual Employee's who are engaged and licensed as Forklift drivers will be paid the calculated allowance for all paid hours, on a daily basis, excepting overtime.

c) LEADING HAND ALLOWANCE

Weekly Allowance \$30.00
To be increased in line with Increases to Base rate. This allowance will form part of the base rate for Leading Hands.

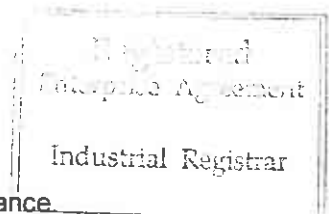
d) FIRST AID ALLOWANCE

To be paid in accordance with Bond and Free Stores Award.

Weekly Allowance \$ 8.90
Per day \$ 1.78

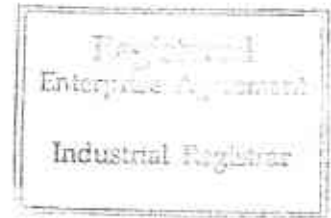
e) AFTERNOON SHIFT ALLOWANCE

Employees engaged on Afternoon Shift shall receive a 25% Shift Allowance.



CLAUSE 11 MULTI-SKILLING

It is accepted that warehouse employees and CSO's (Customer Service Operators), can when applicable, perform functions traditional to either area of the business, provided adequate and suitable training is provided. In circumstances whereby a lack of available Stores personnel equates to an abnormally long production time, CSO's may if available and willing, be utilised in the warehouse environment.



CLAUSE 12 UNION MEETINGS

Site meetings for the purpose of Union matters may be held during normal paid time following due notice given and mutual agreement being reached between Management and the Union as to content and duration.

Any time in excess of this mutually agreed duration will be unpaid.

CLAUSE 13 PICNIC DAY

Picnic Day will be classified as the Friday prior to actual day proclaimed by the NUW, and all full time and part time employees who work this day will receive a day off work in lieu of penalty rates. The day taken off in lieu of the Picnic Day is to be taken at a time mutually agreed between the employer and the employee.

CLAUSE 14 ANNUAL LEAVE

The parties to this Agreement agree that Annual Leave is to be taken by mutual agreement between the employer and the employee to permit orderly leave taking. All other conditions shall be in accordance with the Annual Holidays Act 1944.

CLAUSE 15 ROSTERED DAY OFF (RDO'S)

The parties to this Agreement agree to the provision of 24 hours notice by the employer or at the request of the employee, that RDO's may be deferred and taken at a mutually agreed time.

CLAUSE 16 HOUSEKEEPING

All Warehouse personnel shall participate in and comply with Mayne Logistics Housekeeping Policy, relating to the Internal and External parameters of both the Distribution Centre and Customer Service vehicles.

CLAUSE 17 STOCK LOSSES

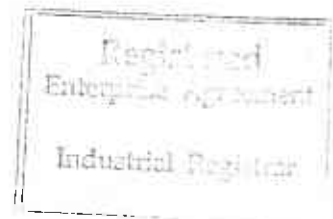
Strict adherence to Company procedures to ensure nil stock losses will be maintained at all times.

Both existing procedures and nett stock losses will be monitored and reviewed on an ongoing basis in order to both measure and satisfy the objective of nil stock losses.

CLAUSE 18 TRAINING

It is agreed that training required for further advancement of employees will be mutually arranged by the employee and employer. Attendance at paid training during ordinary hours is compulsory for all employees.

Employees further agree to sign in recognition of attendance at all training, including Company Policy, OH & S and employee requirements.



CLAUSE 19 LEADING HAND

Employees who are appointed Leading Hands will receive the Leading Hand allowance. For the purpose of remuneration, employees who are no longer recognised as Leading hands will be advised in writing and allowance will cease immediately.

CLAUSE 20 MANAGEMENT ISSUES

It is agreed that site Management will always have responsibility of making the controlling decisions of the business. It is also agreed that site Management will consult with all relevant parties prior to final decisions that affect the day to day work of Warehouse employees.

CLAUSE 21 INDUSTRY/CONTRACTUAL CHANGES

In the event of major change to the business, including work systems and new technology, the parties may meet to discuss and agree to amend the agreement to accommodate these changes. Where the change requires it, warehouse employees are to be flexible in their day to day duties as assigned and to their general requirements of performing these duties in a cooperative manner to ensure customer service requirements, safety, security and efficiency are maximised.

Warehouse employees accept that retraining for skills and system will be undertaken as applicable.

Examples:

- The introduction of technology or work systems to the processing and inventory areas of operation.
- Change to vehicle configurations which could alter processing and loading requirements.
- Introduction of new contract works into existing operation
- Introduction of a 48-hour delivery cycle.

As a result of changing business needs staff allocation, including promotion, shift alteration will be based on the following criteria.

- Function
- Performance
- Merit
- Seniority

In the event of a downturn in business and possible redundancies, the parties shall meet to confer regarding these matters, as they would affect the employee's prior to any decision being given effect to. To this end, the company shall provide maximum notice to all employees and the union of such restructure and/or redundancies.

CLAUSE 22 HOURS OF WORK

The ordinary working hours exclusive of meal breaks shall be on average of 38 per week. Flexibility with regard to work hours is paramount to the business. Due to potential change, the ability to structure work hours to cater for the needs of our customers, current and future, is necessary for long term viability.

It is agreed that all permanent employee's will work a 8.5 hour shift (Paid at 7.6 hours). All 8.5-hour shifts shall contain two 10 minute paid breaks and one 30 minute unpaid break.

The ordinary working hours shall be between 6.00am to 6.30pm, Monday to Friday.

Notice periods for a change in start time or a change in shift will be as per the Bond & Free stores Award.

It is agreed that 5 nominated employees whose shift commences at 9.30am will only be moved to a later start time with mutual agreement.

All employees are expected to work a reasonable amount of overtime.

The allocation of overtime will be offered to Permanent employees prior to the same offer being made to Mayne Casual and then to Agency employees. Reference is made to Clause 20.

Agreed Options:-

1. FIVE (5) DAY WEEK

The ordinary hours are paid at 7.6 hours per day Monday to Friday each week.

2. NINETEEN DAY MONTH

Ordinary hours may be set to be worked on any or all days of the week, Monday to Friday inclusive, in shifts of 8 hours duration with 0.4 hours per day accruing towards payment of one Rostered Day Off in each twenty day working cycle. The fixed hours for each working day will be set a minimum of one (1) week in advance and communicated to all employees. Any change in working hours will require one (1) week advanced notice or by agreement with employees. This is the current agreement and any variation would be by agreement between the parties.

3. FOUR (4) DAY WEEK

Ordinary hours may be set between eight (8) and ten (9.5) hours per day on any four days a week. Total of 38 hours per week.

4. NINE (9) DAY FORTNIGHT

During the life of this agreement, by agreement between the parties, it may be deemed appropriate that a 9 day fortnight be introduced on a trial basis and / or long term.

CLAUSE 23

PERMANENT PART TIME EMPLOYMENT

Permanent Part Time employment to exist with permanent and casual employment.



The Company may engage permanent part time employees if the offer of employment is accepted on that basis.

Conditions applicable to full time employees will apply to permanent part time employees.

Hours of work may be set between 19 and 32 hours per week on any day Monday to Friday. Pro rata entitlements should apply to Part -Time employees.

CLAUSE 24 RENEgociATION

The parties to this agreement will enter into negotiations three (3) months prior to the expiration of this agreement.

CLAUSE 25 WORKERS COMPENSATION

The parties agree to the following in relation to any Workcover claim, which is accepted by the Company or which, has been submitted by an employee to the Company:-

- a) For the purpose of calculating remuneration for compensable injuries, the Company shall refer to the guidelines prescribed under the Workplace Injury Management and Workers Compensation Act of 1998, as amended.
- b) Employees may use accrued sick leave, annual leave and/or rostered days off prior to acceptance by the Company of a Workcover claim. The Company further agrees that if a claim is accepted the employee will be re-credited with the leave used.
- c) When determining the number of weeks that make up pay will apply for any single injury, accident or work related illness whether continuous or not, the maximum will be twenty six (26) weeks.

CLAUSE 26 OCCUPATIONAL HEALTH AND SAFETY / SECURITY

The warehouse employees and the Company will continue to ensure that the Health, Safety and Welfare of employees is a primary concern through consultative processes with elected Health and Safety Representatives and shall continue to work toward:-

- Safe working conditions
- Observance of all legal requirements, codes of practice and regulations
- Total support networks for injured employees
- Adopting sound Occupational Health and Safety Management
- Continuous improvement in Occupational Health and Safety performance
- Workplace health promotion
- Hazard identification assessment and control
- Accident and incident investigation
- Developing and improving training and systems

The Granville site is a high security site, and as such all employees' are expected to have on view, on their upper torso an issued Security pass. Any employee who arrives at site without their pass will be sent home without pay. Any employee who has lost their pass is required to report the loss immediately.

CLAUSE 27 HEAVY ARTICLES

- a) Heavy Articles



The employer shall ensure that hazard identifications are undertaken relating to tasks that involve heavy articles. Additionally the parties will develop and adopt appropriate preventative measures.

b) Training

The employer shall provide an approved course in agreement with the warehouse employees in Manual Handling at the cost to the employer.

c) Manual Handling

The employee shall not lift a weight that exposes that employee to risk.

CLAUSE 28 ARTICLES OF CLOTHING

Uniform kits will be supplied to all warehouse employees annually. The anniversary of supply shall be 31st March each year.

The kit shall comprise of:

PERMANENT

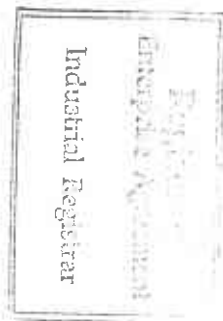
1 Sloppy Joe
1 Jacket
1 pair Boots

5 Shirts (Long or Short Sleeve)
3 Trousers (Long Trousers or Shorts)

CASUALS

5 Shirts (Long or Short Sleeve)
1 Sloppy Joe
1 pair Boots.

3 Trousers (Long Trousers or shorts)



All supplied uniforms must be worn at all times whilst performing company duties. Employee's will sent home, without pay if they are not wearing their issued uniform kit upon commencement of shift. Uniforms must be laundered and kept in a neat & tidy manner at employee's cost. Warehouse staff will be entitled to a Uniform kit within one month of engagement.

CLAUSE 29 PAYMENT OF WAGES

Warehouse Employees wages will continue to be paid weekly by means of Electronic Funds Transfer (direct banking deposit). Wages will be deposited to accounts by Wednesday of each week, except where Public Holidays necessitate different methods.

Mayne Logistics will reimburse employees for dishonour fees arising from late payment of wages upon receipt of proof from the affected employee. Also the company agrees to correct any underpayment of wages within 24 hours of being notified by the employee by means of an offline payment.

CLAUSE 30 NEW EMPLOYEES

- The Parties agree that any Warehouse employee (Mayne Logistics Permanent or Casual/Agency Casual) engaged during the life of this agreement shall be bound by the terms of this agreement and entitled to receive the rates of pay and conditions of this agreement.
- The company undertakes that no Warehouse employee will be employed or engaged during the life of this agreement under any other agreement/award or individual contract.

Mayne Logistics will review and discuss every six months Casual, Permanent and Permanent Part Time position requirements. This review will be completed in line with business needs. Reference is made to Clause 20.

CLAUSE 35

INCOME PROTECTION

Mayne Logistics will, if required facilitate the deduction of Income Protection Fees from individual employees pay. Mayne Logistics will not fund or associate with the policy.

CLAUSE 36

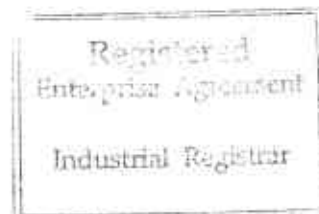
TRANSMISSION OF BUSINESS

This agreement shall apply to any successor, assignee or transferee of this work in accordance with Part 8 of the Industrial Relations Act 1996 and Division 6 of the Workplace Relations Act 1996.

CLAUSE 37

DISCRIMINATION

Mayne Group employees agree to observe all Company policies, procedures, legislative and code of conduct requirements, and work to promote recognition and acceptance of everyone's right to equality of opportunity and to ensure a workplace free from sexual harassment or discrimination on the basis of age, disability, marital status, political belief, race, sex, pregnancy, physical features or transgender identity.



CLAUSE 38

SIGNATORIES

This Agreement is made on the 1ST day of AUGUST, 2002

SIGNED for and on behalf of
MAYNE LOGISTICS

Witness [Signature]

[Signature]
Representative [Signature]

G. Neill
Name (Print)

C. Alcock DAVID HAY
Name (Print)

NATIONAL UNION OF WORKERS NEW SOUTH WALES BRANCH

Witness [Signature]
per D. SELAN

ANDREW JOSEPH
Name (Print)

Witness A. Burnett

ANDREW BURNETT
Name (Print)