

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/118

TITLE: Online Distribution Services, Berkeley Vale, Enterprise Agreement

I.R.C. NO: 97/2242



DATE APPROVED/COMMENCEMENT: 28 May 1997 and commenced from 11 September 1996

TERM: Expires 11 September 1998

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 3

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all warehouse employees engaged in the warehousing and distribution operation of the company at its Berkeley Vale activity located at 3 Sanitarium Drive, Berkeley Vale

PARTIES: Online Distribution Services a distribution service of Mayne Nickless Limited -&- National Union of Workers, New South Wales Branch

**AGREEMENT NO. OF 1996
FILED WITH THE INDUSTRIAL REGISTER
THIS DAY OF 1996
ENTERPRISE AGREEMENT**

1. This agreement is made between Online Distribution Services of 3 Sanitarium Drive, Berkeley Vale, NSW, a distribution service of Mayne Nickless Limited ACN 004 073 410 and the National Union of Workers, New South Wales Branch, and shall be known as the Online Distribution Services (Berkeley Vale) Enterprise Agreement, 1996.
2. This agreement applies to all Warehouse employees engaged in the warehousing and distribution operation of Online Distribution Services at its Berkeley Vale activity, which is located at 3 Sanitarium Drive, Berkeley Vale, NSW.
3. The parties to this Agreement agree that agreement has been reached through consultation and consensus and decided upon without duress by any party.
4. The conditions specified herein shall override any conditions contained in the Storeman and Packers Bond and Free Stores (State) Award.
5. All parties agree to abide by the following guidelines in the resolution of any grievance. These guidelines are:
 - i) Subject to subclauses (ii) and (iii) of this clause, any dispute arising out of employment shall be referred by the Shop Steward to the Company representative appointed for this purpose.

Failing settlement at this level between the Company and the Shop Steward on the job, the Shop Steward shall refer the dispute within 24 hours to the Union organiser who will take the matter up with the Company.

All efforts shall be made by the Company and the Union Organiser to settle the matter but failing settlement the Union Organiser shall refer the dispute to the Union Secretary and the Company shall refer the dispute to its Employer Association and the Union Secretary shall take the matter up with the Employer Association.

During the discussion the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

At any time either party shall have the right to notify the dispute to the Industrial Registrar.

- ii) Wherever there exists a Restructuring and Efficiency Agreement ratified by the Industrial Commission of New South Wales then the terms of that agreement insofar as it concerns a dispute settlement procedure, shall apply in lieu of subclause (i) of this clause.
 - iii) Where the agreement does not provide for a dispute settlement procedure then dispute matters shall be dealt with in accordance with normal practice operating at the date of ratification of the agreement.
6. It is agreed that specified productivity improvements shall be rewarded once only. Should any State Wage Case provide wage increases for productivity improvements that have already been recognised and compensated for at the enterprise level, such State Wage increases shall not be passed on. Any other State Wage increases shall be passed on during this Agreement.

7. The following are the issues agreed to between the employees, management and Union for immediate implementation:

- a) It is agreed between the parties that employees will be responsible for laundering their own uniforms.
- b) The parties agree to the computerisation of labour sheets.
- c) It is agreed that those employees working in the "Co-Packing" area where it is not required to possess or utilise the skills of a Grade 2 will receive 5% less than the paid rate.
- d) It is agreed by mutual agreement with individual employees, the spread of hours will operate from 5.00am.

This clause does not apply to employees working a permanent early morning shift and will not exceed 5 days per four week period.



- e) By employee choice and where practicable for the business, 152 hours over a 4 week (28 day) period may be rostered to suit the parties. The hours must be accrued before time can be taken off, which must be taken off within the 4 week cycle period. Employees must nominate this arrangement at the commencement of the 4 week cycle and cannot be changed during the cycle.

Overtime whenever possible will be spread evenly amongst permanent employees.

- f) By mutual agreement, 2 weeks notice will be given for the taking of R.D.O.'s.
- g) The parties agree during the life of the agreement to review the grading structure and to implement a structure more suited to the needs of the business. This is to be completed by 30th June, 1997.
- h) The Company acknowledges individual rights of employees to organise and to join a union.
- i) It is agreed between the parties that employees may elect to vote on important issues by way of a secret ballot.
- j) It is acknowledged that the terms any conditions referred to in any previous certified Enterprise Agreements remain binding unless revised by this Agreement.

8.

- a) A 5% wage increase will be payable from the 11th September, 1996 upon the State Secretary of the Union signing this Agreement.
- b) A further 7% payment will be on the 11th September, 1997.

9. This Agreement shall operate from the 11th September 1996 to the 11th September 1998.

Signed of behalf of
ONLINE DISTRIBUTION SERVICES



Signature



Witness



1-11-96

Date

Signed of behalf of
NATIONAL UNION OF WORKERS
(NEW SOUTH WALES BRANCH)



Signature



Witness

11-10-96.

Date