

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/120

TITLE: Mayne Nickless Logistics Blacktown Enterprise Agreement

I.R.C. NO: 97/2244

DATE APPROVED/COMMENCEMENT: 28 May 1997

TERM: Expires 30 November 1998

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all employees engaged in the distribution operation of the company located at 35 Bessemer Street Blacktown

PARTIES: Mayne Nickless Limited t/as Mayne Nickless Logistics -&- National Union of Workers, New South Wales Branch



Ex 1

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



1. This agreement is made between Mayne Nickless Logistics of 35 Bessemer Street, Blacktown, 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 Mayne Nickless Logistics (Blacktown) Enterprise Agreement, 1996.
2. This agreement applies to all employees engaged in the distribution operation of Mayne Nickless Logistics at its Blacktown activity, which is located at 35 Bessemer Street, Blacktown, 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 Freestores (State) Award.
5. **SPREAD OF HOURS**  
It is agreed between parties that the spread of hours will operate from 6.00am to 6.00pm.
6. **CHANGE OF SHIFT**  
  
By mutual agreement, a minimum of 24 hours may be given for any change of shift or starting times.
7. **TIME OFF IN LIEU OF OVERTIME**  
  
Where mutually agreed between the employer and the employee, time off in lieu of overtime may be utilised. The calculation will be based on the overtime formula as per the award.
8. **MULTI-SKILLING**  
  
It is agreed between the parties to the introduction of multi-skilling and that employees shall perform tasks peripheral to their main functions, including the driving of transport vehicles if required.
9. **NEW TECHNOLOGY**  
  
It is agreed to the introduction of new technology following proper consultation and training.
10. **RE-LOCATION**  
  
It is agreed between the parties that in the event of re-locating the business within a 20 kilometre radius, a once off payment of \$500 will be made to all permanent employees as a relocation allowance. If over 20 kilometres discussions will take place at the time.
11. **PROBATION PERIOD**  
  
All full time and part time employees will serve a 10 week probation period prior to confirmation of permanency.  
(This clause does not apply to permanent employees as at the time of signing this Agreement)

## 12. ANNUAL LEAVE FLEXIBILITY

The Parties to the agreement agree that where mutually agreeable between employer and employee, the introduction of greater flexibility with the taking of annual leave will occur.



## 13. CASUAL RATE

It is agreed, casual employees will receive the appropriate grade 1 rate, plus casual loading and one twelfth annual leave, for the first 3 months, or when qualified. Following this period the appropriate Grade 2 site rate of pay will apply.

Co-packing casuals will remain at the Grade 1 level.

(This clause does not apply to casual employees as at the time of signing this agreement)

## 14. UNION TIME

The Company will allow up to 1 hour paid time on Company premises, every 6 months for authorised NUW officials to conduct communication/education sessions with NUW members.

This will be conducted following agreement with management in relation to date and time.

Some rostering may be required of sessions so as not to disrupt the requirements of the business.

- This time may not be accrued
- This time will not be used in relation to industrial activity against the Company.

## 15. SITE SECURITY

It is agreed by both parties that the security of our customers product is of paramount importance and that there is a requirement to implement security measures to protect their product.

The Consultative Committee together with management and any third party assistance will identify the appropriate procedures and following consultation with employees and unions, will implement the agreed procedures.

## 16. 9.6 HOUR DAY

By mutual agreement, extra hours up to 9.6 hours per day may be worked as ordinary time. These extra hours over 38 will be taken off weekly. For those employees working 5 x 9.6 hour days, 8 hours will be paid at time and a half per week then double time there after.

## 17. EFT

All employees will be paid by Electronic Funds Transfer.

## 18. DISPUTES AVOIDANCE PROCEDURE

All parties agree to abide by the following guidelines in the resolution of any grievance as per the Storeman and Packers Bond and Free Stores (State) Award. These guidelines are:

- a) the matter will first be discussed between the employee and their immediate supervisor. The Union delegate may also be present if so requested by the employee.
- b) 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.

- e) During the above procedure, the status quo shall remain and work shall proceed normally.
- f) at any time either party shall have the right to notify the dispute to the Industrial Registrar.

#### 18. NO EXTRA CLAIMS

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



#### 19. WAGES

Upon this agreement being registered before the Industrial Relations Commission of New South Wales, wages will be increased as follows:

7% upon certification by the Industrial Relations Commission of NSW.

5% 12 months from the date of certification.

#### 20. PERIOD OF OPERATION

This Agreement shall operate from the date of certification by the Industrial Relations Commission of New South Wales and expire on the 30th November 1998.

A handwritten signature in dark ink, appearing to be "A.B.", is located in the bottom left corner of the page.

Signed of behalf of

MAYNE NICKLESS LOGISTICS  
NEW SOUTH WALES



*M. Lewis*

DATE: 3-2-97

WITNESS

*A. Bell*

DATE: 3/2/97.

Signed of behalf of

NATIONAL UNION OF WORKERS  
NEW SOUTH WALES BRANCH

*D. Belar*

DATE 15 MARCH 1997

WITNESS:

*D. Belar*

DATE: 15 MARCH 1997

*AB*