# REGISTER OF ENTERPRISE AGREEMENTS

**ENTERPRISE AGREEMENT NO: EA98/305** 

TITLE: The Mayne Logistics (Granville) Enterprise Agreement 1998

I.R.C. NO:

98/6058

DATE APPROVED/COMMENCEMENT: 3 December 1998

TERM:

30 June 2000

**NEW AGREEMENT OR** 

VARIATION:

New

**GAZETTAL REFERENCE:** 

DATE TERMINATED:

NUMBER OF PAGES:

7

**COVERAGE/DESCRIPTION OF** 

EMPLOYEES: Applies to all warehouse employees engaged in the warehousing and

distribution operations of Mayne Logistics at 15 Berry Street Granville

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

## AGREEMENT NO

**OF 1998** 





# THIS DAY OF 1998)

# ENTERPRISE AGREEMENT

- 1. This Agreement is made between Mayne Logistics of 15 Berry Street, Granville, New South Wales, a logistics 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 Logistics (Granville) Enterprise Agreement. 1998.
- 2. This Agreement applies to all Warehouse employees engaged in the warehousing and distribution operations of Mayne Logistics at it's Granville activity located at 15 Berry Street, Granville, NSW.
- 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 Agreement shall be read and interpreted wholly in conjunction with the Parent Awards provided that where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.
- 5. 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 (NSW) Award.

## 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.
- 6. 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.

MY

- 7. The following are the issues agreed to between the employees and management and the Union for immediate implementation;
  - a) The parties to this Agreement should work toward maintaining and monitoring productivity and efficiency targets as measured by key performance indicators.
  - b) In addition the parties should also reduce and maintain the pick error rates to ensure they fall within the Company's commercial requirements and customer expectation.
  - c) Attendance Incentive

An attendance incentive based on sick leave usage is determine follows:-

TIME TAKEN	INCENTIVE PAYMENT	
Nil	\$500	
1 day	\$400	
2 days	\$300	
3 days	\$200	
4 days	\$100	
5 or more days	Nil	

#### Conditions:

- current conditions regarding the taking of sick leave to remain;
- accumulated sick leave taken in excess of whole days will constitute the next day for purposes of the above payment calculation;
- the anniversary date of entitlement will constitute the method of incentive payment calculation. Each twelve (12) month period to stand alone.
- any incentive payment will be made via payroll in the first pay period following the anniversary date of entitlement;
- the incentive payment will be subject to PAYE taxation;
- no pro-rata payments to apply at termination of employment.

#### d) ALLOWANCES

These rates apply for the term of the Agreement.

#### Meal Allowances

For full time employees -

It is agreed between the parties that where ordinary hours for full time employees exceed 9 hours in a day (as per arrangements under Clause "d": Hours of Work), the meal allowance payable is \$7.30.

For casual and part time employees -

When overtime worked is in excess of 1 hour, the meal allowance payable is \$7.30.

## Forklift Allowance

Weekly Allowance		\$21.20
Leading Hand Allowance	SUSTRIA	
Weekly Allowance		\$21.70
First Aid Allowance		
Weekly Allowance Per day as per award	CIST	\$8.00 \$1.60

## e) MULTI SKILLING

It is accepted that warehouse employees and C.S.O.'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, C.S.O.'s may if available and willing, be utilised in the warehouse environment.

Such circumstances may include a substantial volume increase due to client marketing strategies or movements, power failures, equipment breakdowns, lost time due to Occupational Health & Safety issues, or any other matter deemed via the process of consultation and agreement to apply.

## f) UNION MEETINGS

Site meetings for the purposes of Union matters may be held during 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.

## g) PICNIC DAY

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



## h) 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 allow for more flexibility.

# i) ROSTERED DAYS 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.

## j) HOUSEKEEPING

The parties to this Agreement agree that all Warehouse personnel shall participate and conform with Mayne Logistics Housekeeping Policy, relating to the Internal and External parameters of both the Distribution Centre and Customer Service vehicles.

## k) STOCK LOSSES

Strict adherence to Company procedures to ensure nil stock losses are maintained at all times. Stock losses should not occur from variation to Company procedures.

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 (nil stock losses).

#### 1) TRAINING

It is agreed that training required for further advancement to employees will be by mutual agreement between the employee and employer.

# m) LEADING HAND ALLOWANCE

The current grading structure is to be the term of reference regarding remuneration for all warehouse employees governed by this Agreement. Only those employees in the position of Leading Hand are to receive the applicable Leading Hand allowance.

Current employees will receive Leading Hand allowance, however replacement of current Leading Hand positions will be on the basis of leading five (5) or more employees.

Future employees, who for whatever reason no longer perform the role of Leading Hand, will have the allowance cease immediately from the date of cessation.



## n) MANAGEMENT ISSUES

It is agreed that site Management will always have the 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.

## o) INDUSTRY/CONTRACTUAL CHANGES

In the event of major change to the current warehousing processes, Warehouse employees are to be flexible in their day to day duties as assigned and to their general requirements of performing these duties.

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

Examples:

- the introduction of technology 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.

## p) COMMITTEE MEETINGS

Following the registration of the Agreement, the NUW Consultative Committee will meet quarterly for the purposes of review. Additional meetings may be scheduled when circumstances require committee attention and when negotiations recommence for the next agreement.

## q) HOURS OF WORK

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.

All current notice periods will continue to be observed and any change will follow the process of due consultation between Management and the Consultative Committee with union and by agreement.

#### Agreed Options:-

- 1. FIVE (5) DAY WEEK
  The current eight (7.6) hours per day.
- 2. FIVE (5) DAY WEEK
  Ordinary hours may be set to be worked on any or all days of the week, Monday to Friday inclusive, totaling a 40 hour week. RDO's as current to apply. 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) weeks advanced notice or by agreement with employees.

3. FOUR (4) DAY WEEK
Ordinary hours may be set between eight (8) and (9.5) hours per
day on any four days of the week. Monday to Friday total of 38
hours per week.

# r) PERMANANENT 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 with a maximum of 10.0 hours on any given day. Pro rata entitlements should apply to Part-Time employees.

## 8. RENOGOTIATION

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

9. s) A 4% wage increase will be made on July 1<sup>st</sup>, 1998.

A further 4% wage increase will be made on the 1st July, 1999.

10. Duration of this Agreement will apply from date of certification until the 30<sup>th</sup> June, 2000.



Signed on behalf of

MAYNE LOGISTICS NEW SOUTH WALES

12.5

Date: 810.98

Witness: 70009

1.10.98.

Date: 8:10:9%

Signed on behalf of

NATIONAL UNION OF WORKERS NEW SOUTH WALES BRANCH

Date:

Witness:

Date:

J. P

