

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/117

TITLE: Mayne Nickless Logistics, Granville Enterprise Bargaining Agreement 1996

I.R.C. NO: 97/2241

DATE APPROVED/COMMENCEMENT: 28 May 1997 and commenced 1 November 1996

TERM: 30 June 1998

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 16

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** To apply to Customer Service Operator and Customer Service Operator Leading Hand performing work covered by the Enterprise Agreement

**PARTIES:** Mayne Nickless Limited in respect of Mayne Nickless Logistics -&- Transport Workers' Union of Australia, New South Wales Branch



Ex 1



**MAYNE NICKLESS LOGISTICS  
GRANVILLE  
NEW SOUTH WALES**

**ENTERPRISE BARGAINING AGREEMENT**

**Customer Service Operator  
(C.S.O)**

## CLAUSE 1 - TITLE

This Agreement shall be known as the Mayne Nickless Logistics (Granville) Enterprise Bargaining Agreement 1996.



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## CLAUSE 3 - PREAMBLE

In agreeing to constructively pursue an Enterprise Bargaining Agreement on this site, it is recognised by both parties that there is a need to continue the Consultative Committee's present role.



Mayne Nickless Logistics Management and the Transport Workers Union of Australia (New South Wales Branch) acknowledge the requirement for an atmosphere of mutual trust and co-operation. The overall purpose of such a Committee is to provide an environment for greater two way "communication" and in doing so establish a forum in which Employees are able to express their points of view and thus an opportunity to be involved and also allow full utilisation of Employee knowledge and experience.

***" CHALLENGING YOUR  
FUTURE "***



## CLAUSE 4 - CONSTITUTION

### The objectives of the committee will be:-

1. To increase the quality of working life for all Company Employees particularly in the areas of job design, skill formation, training and the working environment both physical and mental.
2. To improve job security, productivity and efficiency of the Company.
3. To increase the competitiveness of the Company and it's products, both nationally and internationally.
4. To oversee the C.S.O's input into re-routing on an individual basis.

### TERMS OF REFERENCE

The following matters will be discussed at the Committee, and, where appropriate, decisions made and agreements reached, will go to senior Management in the form of recommendations, to enable decisions made by the Company to take into account the views of the Union Members.

1. Future plans including proposals for new products/services.
2. Current market conditions and general conditions of the industry.
3. The introduction of new technology/machines or new or revised work methods and the associated planning of layout, job numbers, skill requirements, etc.
4. Company training plans.
5. Equity of opportunity within the work place.
6. Occupational Health and Safety matters particularly those related to the introduction of new technology and work methods.
7. Any other matter raised by Union or Management which impact on Mayne Nickless Logistics C.S.O's.



## STRUCTURE OF THE COMMITTEE

### 1. Composition

The Committee will comprise at least six (6) core members plus outside resources as required.

**Management:** Two (2) Management representatives will be appointed by Management. Management will inform the Committee if their representatives are to be changed. At least one (1) representative will have the authority to make decisions consistent with the terms of reference.

**Employees:** Four (4) to be drawn from and democratically elected by members of this Site. There will be two (2) Country C.S.O Representatives and two (2) Metro C.S.O. Representatives.

Appropriate Union officials and senior Company Managers may attend committee meetings ex officio.

### 2. Secretary

The Committee will elect a Secretary to take minutes. Management will be responsible for the typing and distribution of minutes.

### 3. Chairperson

The chair shall rotate amongst members on a six (6) monthly basis.

### 4. Agenda

All members of the Committee can submit agenda items. A C.S.O Representative and a Management Representative will meet at least one week prior to the meeting to type up and distribute the agenda to members of the Committee. All relevant documents should be circulated with the agenda at least one (1) week before the meeting. There will be an agenda item at each meeting used to review whether previous decisions are being acted on and progress has been made.



5. Meetings

The Consultative Committee shall review the working of this Agreement and any problems associated with its implementation in an effort to either minimise or eliminate those problems which are associated with its implementation.

Committee meetings will be held quarterly or as required during paid time. Special meetings of the Committee may be called after informal discussions between both parties. Meetings will not be cancelled without consultation with all Committee members. It must be the responsibility of the Committee members to be available to attend every meeting.

The C.S.O representatives will be given fair and reasonable time to meet together before the Committee meeting to be able to discuss their ideas.

At a time no later than six (6) months before the expiry date of this Agreement, the Consultative Committee should start meeting on a regular basis with the aim to have a new E.B.A. negotiated, agreed to, and in place at the expiry of this Agreement. The parties commit, during that renegotiating period, to meet as regularly as possible (at least once a fortnight as a minimum), to ensure that a new Agreement is workable and in place.

6. Facilities and rights for C.S.O representatives

It is agreed that the C.S.O representatives should have the following facilities and rights:-

Time off from regular job functions to canvass the views of the C.S.O's and to prepare items for the agenda, to prepare for meetings, to report back to the C.S.O's after the meetings, consulting with other parties in matters deemed relevant by the Committee following Management's approval. It is agreed that all time spent involved in these matters shall be treated and paid for as time worked. All Committee members will have access to information and documents relevant to the issues being considered by the Committee. If the performance of an elected C.S.O representative is unsatisfactory that representative may be removed from the Committee by a majority vote of all C.S.O's. A C.S.O representative will cease to be a member of the Committee if they resign from the Committee or the Company or if they are promoted to a Management position.

Access to resources will be provided by Management at no cost to the C.S.O representatives and will include:- a telephone, a meeting room and office accommodation, typing, photocopying, stationery, a lockable filing cabinet, transport if required and a notice board.



7. Confidentiality

Where management seeks to keep commercial information confidential, an explanation shall be provided.

Where requested by Committee Members that information remain confidential this will be respected.

8. Responsibilities of Committee Members

All Committee members have the responsibility to attend all meetings, to give serious consideration to all matters raised and to represent the views of their constituents.

9. Training

All members of the Committee are entitled to extra training to ensure they are able to represent their members and fully participate in the Consultative Committee.

It is agreed that:

1. Such training for C.S.O Committee members is separate from, and in addition to, Trade Union Training Leave.
2. That the nature and extent of such training will be agreed, between the C.S.O Committee members and Management before it is entered into.
3. That such training will be at no financial cost to the C.S.O members.

10. Discrimination

Management will not dismiss, treat unfairly or alter a C.S.O's position to their detriment because a C.S.O is an elected Representative of, or has an interest in the Committee.





## CLAUSE 5 - ANNUALISED SALARY DOCUMENT

These hours incorporate a 45 hour week (Monday - Friday). This includes a 1/2 hour lunch break.

Any hours in excess of 45 hours in any one (1) week shall be paid at normal overtime rates as per award.

Tea Money will be paid in the week overtime is worked as per the award ie. after 10.5 hours.

### SALARY

Calculation of the 45 hour week  
Includes:

Annual Leave Loading  
Cash Hand  
Salesman Allowance

(1/2 hour lunch break included)

C.S.O (0-24 months)	Normal Time	\$12.22 per hour	\$24,146.72
	Cash Carrying Allowance	\$13.40 per week	\$ 696.80
	CSO Allowance		<u>\$ 3,812.64</u>
	Total per annum		<u>\$28,656.16</u>
Leading Hand CSO (0-24 months)	Normal Time	\$12.22 per hour	\$24,146.72
	Cash Carrying Allowance	\$13.40 per week	\$ 696.80
	Leading Hand Allowance	\$21.70 per week	\$ 1,128.40
	CSO Allowance		<u>\$ 3,812.64</u>
	Total per annum		<u>\$29,784.56</u>

The period of Agreement is two (2) years from the 1st July, 1996.

Note: If there are major changes to the CPI Movement, parties will then renegotiate after twelve (12) months.

## **SICK LEAVE ENTITLEMENT**

**Sick leave accrual will be as per Transport Industry Interim State(NSW) Award.**



## **MISCELLANEOUS**

- ⇒ New employees will be on a three (3) month probation after which there will be an offer of salary package for permanent status.**
  
- ⇒ For the first three (3) months a new employee shall be paid at casual award rate and paid for the hours worked.**

## CLAUSE 6 - C.S.O PROCEDURE GUIDE/MANUAL

The current C.S.O Procedure Guide which is in place will be fully reviewed by Management with input from the Consultative Committee.

## CLAUSE 7 - SECURITY

The C.S.O Committee members would like to express that they accept the responsibilities required to fulfil their daily duties and will be open to new ideas that will improve the Security/Safety of the C.S.O's.

Mayne Nickless Logistics is committed to continually improving Security/Safety procedures.

The C.S.O Committee members recognise the role that the Occupational Health and Safety Committee and Security Committee perform and do not wish to encroach into their area.

## CLAUSE 8 - ABSENTEEISM/SICK LEAVE

Management in conjunction with the Consultative Committee will develop and implement plans to reduce Absenteeism and its impact on productivity and Customer Service.

## CLAUSE 9 - ROSTERED DAYS OFF

The C.S.O's will be entitled to, during the life of this Agreement, *16* R.D.O's per annum.

The R.D.O's shall be taken on a rostered basis, or as agreed to with Management.



## CLAUSE 10 - TRAINING

### A. PREAMBLE

The enhancement and acquisition of work related skills through appropriate training, both in house and external, is an important component of any C.S.O's development and overall work performance.

This clause establishes the basis and conditions upon which C.S.O.'s may undertake training required to provide for the enhancement and development of work related skills necessary to facilitate career development and improve overall work performance.

The parties to this Agreement recognise that training provides a long term benefit to both the individual C.S.O and the Company. Through training, the individual C.S.O has the ability to enhance skills development providing him/her with career development opportunities not only within the Company but also outside in the broader community. Whilst recognising these benefits of training, the parties accept that individual C.S.O's have the right to determine whether they participate in training.

### B. INDUCTION TRAINING

That all new C.S.O's be given a minimum of two (2) weeks induction training on commencement of Employment, which will be consistent with the guidelines set out in CLAUSE 6 - C.S.O PROCEDURE GUIDE/MANUAL. This will take place before any new C.S.O is allocated a van and allowed to fly solo.

### C. PROGRESSIONAL TRAINING

It is to the benefit of all parties that updated training be a continual feature of the C.S.O's employment. Areas that the C.S.O would benefit from are Public Relations, Occupational Health and Safety, Security and Accounting Procedures.

## CLAUSE 11 - LUNCH BREAK

Lunch break should be taken as per the 1983 TWU State Award. However it is acknowledged and has been recognised in this Agreement that lunch breaks may not be taken from time to time due to operational constraints/product sensitivity.



## CLAUSE 12 - MULTI-SKILLING

- A. The engagement of a C.S.O in their particular job classification should not limit their tasks which they may be asked to perform by the Company, so long as the employee makes themselves available and is competent to perform that function or job.
- B. The Company shall see that the C.S.O's are trained adequately to perform work outside their normal job function.

## CLAUSE 13 - FLEXIBLE START TIMES

The parties to this Agreement agree that the C.S.O's starting times can be variable in consultation with Management.

## CLAUSE 14 - PAYMENT OF WAGES

C.S.O's wages will continue to be paid weekly by means of Electronic Funds Transfer (direct banking deposit) as per the 1983 TWU State Award.

## CLAUSE 15 - PAYROLL DEDUCTIONS

⇒ The Company will encourage all new Employees to become financial members of the TWU.

## CLAUSE 16 - RETRENCHMENTS/REDUNDANCY

As per Mayne Nickless Redundancy Policy.



## CLAUSE 17 - NO DISADVANTAGE

No C.S.O shall receive, in respect of ordinary hours of work, an amount less than that provided by this Agreement for the appropriate classification.

## CLAUSE 18 - NEW EMPLOYEES

The parties agree that any C.S.O (Mayne Nickless Logistics casual employee - Mayne Nickless Logistics permanent employee) who is engaged by Mayne Nickless Logistics (Granville) during the period of this Agreement shall be entitled to all benefits and be bound to all obligations under this Agreement.

## CLAUSE 19 - AGREEMENT TO BE DISPLAYED

Copies of this Agreement shall be displayed in a place where visible and accessible to all parties covered by this Agreement. All C.S.O's will be given a copy of the Agreement. References to remuneration will be excluded from the document when displayed.

## CLAUSE 20 - AREA INCIDENT AND PARTIES BOUND

This Agreement shall be binding on the Transport Workers Union of Australia, its officers and members, and Mayne Nickless Logistics (Granville), and Employees of Mayne Nickless Logistics (Granville) employed by the Company in the state of N.S.W who are required to perform work covered by this Agreement.

## CLAUSE 21 - RELATIONSHIP TO PARENT AWARD

This Certified Agreement is read in conjunction with the terms and conditions combined in the Transport Workers State Award of 1983 (and all variations thereto), where there is any inconsistency between this Agreement and the parent Award, then this Agreement shall take precedence.

## CLAUSE 22 - SETTLEMENT OF DISPUTES

The following procedure shall apply in the event of an industrial issue arising:-

- A. The matter will first be discussed between the C.S.O and their immediate supervisor. At the C.S.O's option the Union delegate may also be present.
- B. If not settled, the matter shall be submitted by the Union delegates to the Site Manager. At any point during these discussions the Delegate or Site Manager may seek the involvement of the Company Industrial Relations Officer. The Delegate may, at this, time seek the involvement of the Union Organiser.
- C. If this still does not lead to resolution of outstanding matters, the Secretary of the Union (N.S.W Branch) and the Company shall become involved, and if necessary, shall go to the Industrial Relations Commission.
- D. Pending the resolution of any matter in accordance with the above procedure work shall continue without disruption. The circumstances which applied immediately prior to the dispute arising shall apply until final resolution of this matter. (This clause would not apply in the case of a bona fide safety issue).
- E. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this sub-clause.



## CLAUSE 23 - AGREEMENT MAY BE VARIED

- A. Provided all the parties to this Agreement approve, it may be amended and/or replaced by another agreement prior to the Agreement running it's full term.
- B. All variations will be in accordance with the relevant Section of the *NSW Industrial Relations Act*.

## CLAUSE 24 - DURATION OF AGREEMENT

This Agreement shall operate from the date all parties sign the Agreement and expires on the 30th of June, 1998.

## **CLAUSE 25 - NO EXTRA CLAIMS**

There shall be no extra wage claims during the life of this Agreement, except where:

- i) Consistent with decision of the Australian Industrial Relations Commission that provides for an increase to flow on to a registered Enterprise Agreement or Over-Award Payment.
- ii) It is agreed that specific productivity gains shall be rewarded once only.

## **CLAUSE 26 - DEFINITIONS**

### **CSO Allowance**

In recognition of CSO responsibilities and accountabilities for the collection and banking of all monies (cash and cheque and the processing of high value products).





CLAUSE 27 - SIGNATORIES

  
\_\_\_\_\_  
Stephen J. Stanley  
General Manager  
Mayne Nickless Logistics

Date: 1-11-96

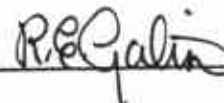
  
\_\_\_\_\_  
Steve Hutchins  
State Secretary  
Transport Workers Union Of Australia  
New South Wales Branch

Date: 15 October 1996

  
\_\_\_\_\_  
Theo Glavis  
Employee Relations Manager  
Witness

Date: 1-11-96



  
\_\_\_\_\_  
Rosemary Elaine Galvin  
Transport Workers Union of  
Australia NSW Branch  
Justice of The Peace

Date: 15 October 1996

C.S.O CONSULTATIVE COMMITTEE REPRESENTATIVES

Tony Youseff \_\_\_\_\_ Date: \_\_\_\_\_

Dennis Zammit \_\_\_\_\_ Date: \_\_\_\_\_

Kenneth May \_\_\_\_\_ Date: \_\_\_\_\_

Mark Atkins \_\_\_\_\_ Date: \_\_\_\_\_