

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/131

TITLE: Mayne Logistics Wyong Enterprise Agreement 1998

L.R.C. NO: 99/517.

DATE APPROVED/COMMENCEMENT: 4 March 1999.

TERM: 12 October 2000.

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 15.

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged in the occupations covered by the Storeman and Packers Bond and Free Store (State) Award.

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



Mayne Logistics Wyong Enterprise Agreement 1998



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Mayne Logistics Wyong Enterprise Agreement 1998

Clause 1: Title

This Agreement shall be known as the Mayne Logistics Wyong Enterprise Agreement 1998.

Clause 2: Parties Bound

This Agreement shall apply and be binding upon the parties listed below, and all employees engaged in the occupations covered by the Award mentioned in Clause 4.

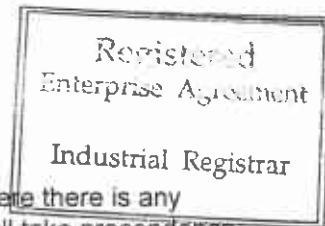
The Company commits to pay casual employees engaged through an Agency at the EBA rates of pay applicable to their grade.

Site Name Mayne Logistics Wyong
Address 3 Sanitarium Drive, Wyong NSW 2259
Union National Union of Workers NSW Branch

Clause 3: Period Of Operation

This Agreement shall expire on, the date specified. The parties commit to commence EBA discussions three months before this date:

12/10/2000



Clause 4: Relationship to Parent Award

This Agreement shall be read in conjunction with the following Award. Where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of the inconsistency.

Award Storeman and Packers Bond and Free Stores Award

Clause 5: No Further Claims

There shall be no further wage claims for the life of this Agreement, except where a decision of the Industrial Relations Commission allows for an increase to flow on to an Enterprise Agreement or Over-Award Payment. It is agreed that specific productivity gains shall be awarded once only.

Clause 6: Disputes Resolution Procedure

The parties to this agreement are committed to working together to resolve disputes or grievances at the site level. Should a dispute occur, the parties will follow the guidelines below:

1) Subject to subclauses 2) and 3) below, 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, the Shop Steward shall refer the dispute to the Union Organiser within 24 hours.

All efforts shall be made by the Union Organiser and the Company to resolve the issue but failing settlement, the Union Organiser shall refer the matter to the Union Secretary and the Company shall refer the matter to the National Manager Employee Relations (Mayne Logistics).

The Union Secretary and the National Manager Employee Relations will continue to discuss the matter.

During the discussion, the status quo shall remain and work shall continue normally. "Status

Quo" shall mean the situation existing immediately prior to the dispute or grievance arising.

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

2) Wherever there exists a Restructuring and Efficiency Agreement ratified by the Industrial Registrar of NSW; then the terms of that agreement insofar as it concerns a dispute settlement procedure shall apply in lieu of subclause 1) of this clause.

3) 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 this agreement.

Clause 7: Drug and Alcohol Procedure

The parties agree to work together to develop a Drug and Alcohol Procedure, which will allow the site to handle matters of this nature in sensitive and appropriate manner.

This will involve input from a selected committee and site management, the NUW and the Mayne Logistics Human Resources Department.

Clause 8: Security Procedure

The Parties agree to work together to formulate a Security Procedure which will ensure protection of the premises, customers's stock and employees' property.

Clause 9: Reduction Of Errors

The parties will work towards reducing the number of Order Picking Errors and Aisle/Cycle Count Errors.

These errors will be reduced from their present level, without adversely affecting productivity.

Clause 10: Afternoon Tea Break

The parties agree that the afternoon tea break may be scheduled at different times provided:

- a) There is mutual agreement;
- b) Individual employee's must give one month's notice to management, of their intention to move the afternoon tea break.

As previously agreed, the afternoon and morning tea breaks are of 10 minutes duration.

It is agreed that the people working in the DTS area will be entitled to a second "walk" break, similar to the one they take between the morning tea break and the lunch break. The following conditions will apply:

1) The break excludes:

- a) anyone who is working in RFS, Transit, Raws, Export or driving the shuttle truck.
- b) anyone performing the replenishment functions in DTS.
- c) anyone performing cycle counts or aisle counts in DTS.
- d) anyone sorting out returns in DTS.
- e) anyone invoicing cartons in DTS.

2) The break will only be given if those on the picking line are required to pick from the end of their lunch break to the end of the shift.

3) The time at which the break will be taken will agreed upon and co-ordinated by the DTS supervisor and those entitled to the break.



4) The break will not be used for the purpose of having a cup of coffee, tea or a cigarette.

Clause 11: Annualised Salaries

The parties agree to explore the concept of annualised salaries, should the implementation of such, provide greater competitiveness and / or the ability to provide greater customer service.

Clause 12: Hours Of Work

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.

Clause 13: Consultative Committee

The parties agree that the Consultative Committee will continue to raise, discuss and implement any ideas that will increase efficiency and productivity.

Clause 14: Payment Of Wages

Wages shall be paid by Electronic Funds Transfer on Wednesday of each week. ~~that where Public Holidays preclude this, the employer may pay wages on Thursday without penalty.~~ **Provided, Registered without Pre-emptive Agreement Industrial Registrar**

Clause 15: Spread Of Hours

Increase in the spread of hours to provide for a 6:00 am start.

It is agreed by mutual agreement with individual employees, the spread of hours will operate from 5:00 am.

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

Clause 16: Time in Lieu of Overtime

Where mutually agreed employees may take time off in lieu of being paid overtime. The calculation shall be based on accrued paid hours worked, not actual hours worked. That is, One hour at time and a half equals 1.5 hours to be taken in lieu.

Clause 17: Laundering Uniforms

The parties agree that the responsibility for laundering uniforms shall rest with the employee.

Clause 18: Labour Sheets

The parties agree to the computerisation of labour sheets.

Clause 19: Co-Packing Rate

The Co-Packing rate as established within the Grading Structure (see Appendix 1) shall be the rate for a Grade 1 employee, as per the Award.

Clause 20: Rostered Day's Off

By mutual agreement, 2 weeks notice will be given for the taking of RDOs.

Clause 21: Grading Structure

Grading Structure - Refer Appendix 1

Clause 22: Secret Ballots

It is agreed that employees may elect to vote on important issues by way of a secret ballot.

Clause 23: Key Performance Indicators

It is agreed between the parties that there will be a collection of data to help establish a format for accurate Key Performance Indicators, by recording the allocation of labour hours (by department not individual) to key activities within each department on a weekly basis. This process will assist in establishing Best Practice and for providing future productivity related gainsharing. The above mentioned process is not designed to, and Will not, without the agreement of the union, act as a device to facilitate or in any way encourage the establishment of engineering standards, requiring individual employees' assessment.

Clause 24: Multi-Skilling

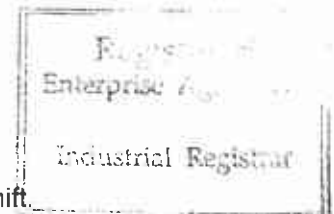
The parties agree to the performance of a wider range of duties involving all warehouse and associated clerical functions where adequate training has been provided.

Clause 25: Quality Control

Where practicable, Mayne Logistics employees will perform quality control sampling.

Clause 26: Change Of Shift

By mutual agreement a minimum of 24 hours notice may be given for any change of shift.



Clause 27: Part-Time Employment

Implementation of permanent part time employment to exist together with permanent and casual employment.

Where Mayne Logistics, Wyong, NSW, is willing to employ a person part time (and the offer of employment is accepted on that basis), then such a person may be employed as a part time employee and be paid on a pro-rata basis of the weekly rate prescribed for the classification involved.

The rate shall be equal to the appropriate weekly rate, divided by 38 and multiplied by the number of ordinary hours worked.

A permanent part time employee shall be allowed to work up to a maximum of 32 ordinary hours per week and shall not work less than 16 hours per week.

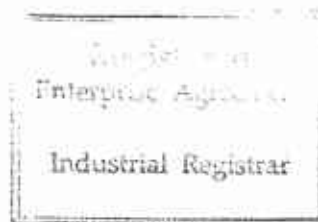
Clause 28: Wage Increase

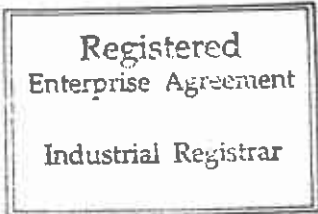
Employees covered by this Agreement shall receive a wage increase in accordance with the following details

<i>Wage Increase</i>	8%	
<i>Stage 1</i>	12/10/98	4.0%
<i>Stage 2</i>	12/10/99	4.0%

Clause 29: Duress

This Agreement was not entered into under duress by any party to it.





Signatories:

On behalf of Mayne Logistics

Representative:

[Handwritten Signature]

Date:

29.1.99

Witness:

[Handwritten Signature]

Date:

29.1.99

On behalf of National Union of Workers

NSW Branch

Representative:

[Handwritten Signature]

Date:

3/2/99

Witness:

[Handwritten Signature]

Date:

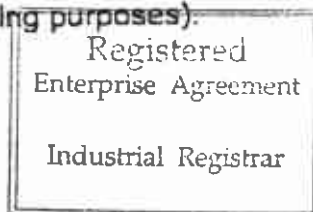
3/2/99

MAYNE LOGISTICS

Storeman and Packer Grade 1

A Storeman and Packer Grade 1 shall mean an employee who has no previous experience as a storeperson and performs work to the level of their training (skills learned and utilised), and:

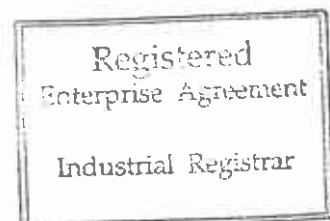
- * Undertakes duties in a safe and responsible manner.
- * Is responsible for the quality of their own work (subject to instructions and direction).
- * Works under routine supervision.
- * Exercises discretion within their level of skills and training.
- * Indicative of the tasks which an employee at this level may be required to perform include the following:
 - General labouring, cleaning duties, and related work.
 - Operation of a keyboard to carry out stores work (for training purposes).
 - Co-packing functions.
 - Order assembly, including picking stock (for training purposes).
 - Stuffing and destuffing containers.
 - Satisfying internal customer needs.
 - Use of hand trolleys, pallet trucks.
 - Basic inventory control i.e. checking, counting, sorting and documenting of products, materials and components.
- * Is undertaking familiarisation/induction training relevant to the site.
- * Possess good interpersonal and communication skills.



Co Packer

A Co Packer shall mean an employee who has no previous experience as a storeperson and performs work to the level of their training(skills learned and utilised), and:

- * Undertakes duties in a safe and responsible manner.
- * Is responsible for the quality of their own work (subject to instructions and direction).
- * Works under routine supervision.
- * Exercises discretion within their level of skills and training.
- * Indicative of the tasks which an employee at this level may be required to perform include the following:
 - General labouring, cleaning duties, and related work.
 - Co-packing functions.
 - Satisfying internal customer needs.
 - Use of hand trolleys and pallet trucks.
 - Basic inventory control i.e. checking, counting, sorting and documenting of products, materials and components.
- * Is undertaking familiarisation/induction training relevant to the site.
- * Possess good interpersonal and communication skills.
- * A co packer is paid at Grade 1 Storeman and Packer rates.



Storeman and Packer Grade 2

A Storeman and Packer Grade 2 shall mean an employee, who in addition to performing the duties of a Grade 1 Storeman and Packer:

- * Has performed a minimum three months' service as a Grade 1 Storeman and Packer.
- * May be required to use, for training purposes, materials handling equipment eg. forklifts, pallet movers, which requires licensing/certification (on log book).
- * Able to perform order assembly in one area of the warehouse only.
- * Is being trained in other areas of the warehouse.
- * Be able to use the necessary VDU or RFT equipment for transactions and the use of some discretion and simple data entry.
- * May be required to assist in the development of a Grade 1 Storeman and Packer.
- * Be able to carry out cycle and aisle counts.

Promotional Criteria.

- * An employee will be promoted to this level after spending three months as a Grade 1 Storeman and Packer.
- * Regular and timely attendance.



Storeman and Packer Grade 3.

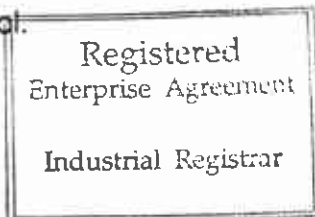
A Storeman and Packer Grade 3 shall mean an employee, who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in more than one area of the site in addition to the work of lower grades. An employee at this level performs work to the level of their training (skills learned and utilised) and is:

- * Able to work from complex instructions and procedures.
- * Able to co-ordinate work in a team environment under general supervision.
- * Responsible for assuring the quality of their own work.
- * Possesses sound interpersonal and communication skills.
- * May be required to assist in the development of a Grade 2 Storeman and Packer.
- * Is licensed and/or certified to operate all appropriate materials handling equipment, eg. forklifts (but not Stockpicker), and is able to perform all tasks associated with this level unsupervised and work flexibly in more than one area of the site.
- * May be required to undertake inventory and stores control.

Promotional Criteria

An employee will move to this Grade once they can :

- * Obtain a fork lift licence.
- * Can adequately perform required functions in more than one area of the warehouse, such as order assembly and forklift functions in RFS, DTS, Raws or transit areas.
- * Demonstrate regular and timely attendance.
- * The opportunity to be considered to undertake training so as to move to this grade will be offered to the senior employee's first.



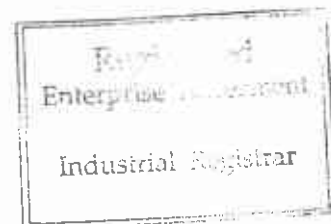
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Storeman and Packer Grade 4

A Storeman and Packer Grade 4 shall mean an employee, who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer to perform certain special tasks.

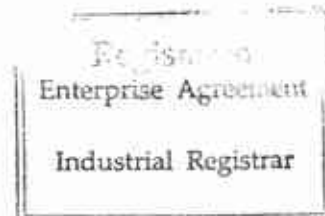
An employee appointed in this capacity performs work to the level of their training (skills learned and utilised) and:

- * Understands and is responsible for their own quality control.
- * Possesses a sound level of interpersonal and communication skills.
- * Sound working knowledge of all stores duties performed at levels below this grade, exercises discretion within the scope of this grade, and has a good knowledge of the employer's product.
- * May be required to assist in the development of a Grade 3 Storeman and Packer.
- * May perform work requiring minimal supervision, either individually or in a team environment and will be able to under take the following:
 - * May assist in the planning of annual leave rosters or rostered days off except by consultation with the employer and employees to ensure an orderly overview of work cover.
 - * Shall give advice to the employer or other staff to assist with each of the above but only to the extent to ensuring good order, work flow and team work, delivering results.
 - * Shall not breach the confidence of the employer or employees.
 - * Shall be able to perform the following functions:
 - Load planning (AM & PM shifts) in the Transit or DTS areas and the associated paperwork functions eg. manifests, Chep documentation.
 - Receipt and booking of stock on computer control system in the Transit area.



Promotional Criteria

- * An employee will move to this level on the basis of the following:
 - Business needs as determined by vacancies.
 - Regular and timely attendance.
 - Sustained performance levels.
 - Appointed on merit/skills (where all things are equal, seniority will be considered).
 - Had at least 12 months working as a Grade 3.
 - Complies to company standards
- * There will be four Grade 4 Storeman and Packers in the warehouse, two people on the A.M shift and one person on the P.M shift in the Transit area and one person in the DTS office. The number of grade 4's will be determined by business needs.
- * Grade 4 wages will only be paid when a person is performing all the functions of a Grade 4 on a full time basis i.e. when replacing a Grade 4 who is on leave.
- * People being trained to Grade 4 level will remain on Grade 3 wages.



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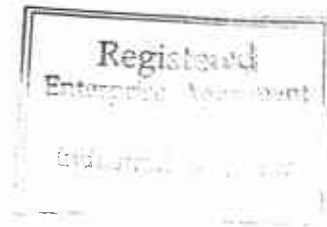
Storeman and Packer Grade 5

For the purposes of this award, a Storeman and Packer Grade 5 shall mean an employee, who has undertaken stores work of all lower grades and may be required to perform the following in addition to the work performed by other grades:

- * Implement advanced quality control techniques and procedures.
- * Utilise highly developed level of interpersonal and communication skills.
- * Co-ordinates and achieves business KPI's.
- * Assisting in the provision of on-the-job training and standards.
- * Is a Grade 4 who can perform load planning and the associated paperwork functions in both the Transit area (AM & PM) and DTS, as well as the receipt and booking in of stock on the computer control system.

Promotional Criteria

See Criteria for Grade 4.



Leading Hand - This section is remunerated by an allowance.

* Shall be appointed by the employer to assist in the good order of work flow in an operating area by:

- receiving instructions and allocating the work flow to employees;

- determining shortages in labour, or material or equipment failures, and bringing any deficiencies to the employer for consideration;

* May assist, subject to employer direction, in the planning of annual leave rosters or rostered days, but only to ensure the orderly overview of work.

* Shall give advice to the employer or other staff to assist with each of the above but only to the extent to ensuring good order, work flow and team work.

* Shall not breach the confidence of the employer or the employees.

* Is appointed on merit and skill taking into account the following factors:

- clerical aptitude
- work performance competence
- attendance
- attention to detail
- general attitude to company standards
- training and education
- seniority will be taken into consideration

Registered
Enterprise Agreement

Industrial Registrar