

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/196**

**TITLE: Mayne Logistics (Optus-Mascot) Agreement 2001**

**I.R.C. NO:** IRC01/3207

**DATE APPROVED/COMMENCEMENT:** 28 May 2001

**TERM:** 18 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 13 July 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 9

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees engaged under the Storemen and Packers, General (State) Award located at Mascot Warehouse complex 637 Gardeners Road, Mascot

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



**MAYNE LOGISTICS  
(OPTUS - MASCOT)  
AGREEMENT 2001**

Registered  
Enterprise Agreement  
Industrial Registrar

## Mayne Logistics (Optus – Mascot) Agreement 2001

This Certified Agreement shall be known as the Mayne Logistics (Optus – Mascot Agreement 2001.

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### 3. PARTIES

The parties to this Agreement are Mayne Nickless Limited trading as Mayne Logistics Optus – Mascot (the Company) and the National Union of Workers, New South Wales Branch (the Union) and the employees of the company employed in the classification of Storepersons.



### 4. INCIDENCE

This Agreement shall apply to the classifications of Storepersons of Mayne Logistics (Optus – Mascot) working within the Mascot Warehouse complex at 637 Gardeners Road Mascot.

### 5. DECLARATION

## **Mayne Logistics (Optus – Mascot) Agreement 2001**

5.1 This Agreement has been negotiated through extensive consultation between management, employees and the Union. The content of the Agreement has been canvassed widely with affected employees. All parties are entering into this Agreement with full knowledge of the content and effect of the document.

5.2 The parties declare that this Agreement:

- Is not contrary to the public interest
- Is not unfair, harsh or unconscionable
- Reflects the interests and desires of the parties
- It was not entered into under any duress from any party.

## **6. DEFINITION**

“Probation” means an initial set period of time (a maximum of three (3) months) immediately after commencement of employment, in a Storeperson classification, during which the employee's conduct and work performance can be assessed.

In extenuating circumstances, probation may be extended by a further six (6) weeks to allow the completion of the training program.

During the Probationary Period employment may be terminated by the giving or receiving of one (1) day notice.

A “Permanent Full-Time” employee is one who is engaged to work 38 ordinary hours per week.

A “Permanent Part-Time” employee is one who is engaged to work regular ordinary hours of less than 38 per week.

A “Casual” employee is one who is engaged from time to time by the hour. A casual employee shall be paid the hourly Agreement rate for their classification plus a loading of 15 % plus an additional amount equal to one twelfth of their ordinary time earnings in lieu of annual leave.



## **7. RELATIONSHIP TO PARENT AWARD**

7.1 This Agreement shall be read in conjunction with the Storemen and Packers, General (State) Award (the Award).

7.2 This Agreement shall prevail to the extent of any inconsistency between it and the Award. Where this Agreement is silent on any matter then the prevailing provisions in the Award shall apply.

## **8. OBJECTIVE OF AGREEMENT**

## Mayne Logistics (Optus – Mascot) Agreement 2001

8.1 Mayne Logistics operates in a constantly changing environment. Technological developments, changing customer requirements and expectations, competition and government regulations are just some of the drivers of the environmental changes.

8.2 This Agreement is intended to:

- establish significant improvements in efficiency and performance of the operation. The improvements will be achieved through better workplace relations and employment practices;
- emphasise teamwork and flexible working arrangements through a multi-skilled workforce;
- promote skill acquisition and encourage greater responsibility and job satisfaction;
- provide for the development of performance indicators to measure the efficiency levels;
- provide the flexibility for Mayne Logistics to respond to environmental changes and continue to retain and expand its business;
- provide service and flexibilities for Mayne Logistics customers to meet their changing operational needs;
- encourage and implement innovation to further improve the processes, products and services of the business.

## 9. NO FURTHER CLAIMS.

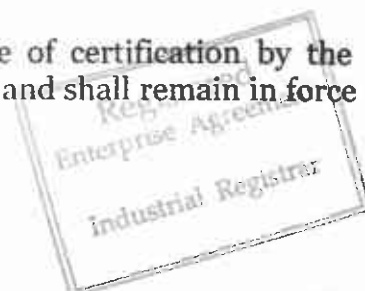
The Union undertakes that during the life of this Agreement there shall be no further money increases sought or granted except for as provided under the terms of this Agreement.

## 10. COMMENCEMENT AND DURATION

This Agreement shall commence on the date of certification by the New South Wales Industrial Relations Commission and shall remain in force for a period of eighteen months.

## 11. ANTI-DISCRIMINATION

11.1 It is the intention of the parties to this agreement to seek to achieve the object in section 3(f) of *The Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.



## Mayne Logistics (Optus - Mascot) Agreement 2001

11.2 In fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties will take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement, which by its terms or operation, as a direct or indirect discriminatory effect.

11.3 Nothing in this clause is to be taken to affect:

- any conduct or act which is specifically exempted from anti-discrimination legislation;
- offering or providing junior rates of pay to persons under 21 years of age;
- any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction;
- this clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

## 12. DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES.

12.1 In the event of a question, grievance, dispute or other difficulty arising, the following actions are to be taken, in turn, until the matter is resolved.

12.2 The matter shall be first discussed between the employee and their immediate supervisor. The Union delegate may be present if so requested by the employee.

12.3 Any contentious matter or issue will be discussed at the enterprise level between management and the job delegate. Grievances will be responded to as soon as practicable

12.4 If the discussions as in 12.3 do not resolve the dispute then the local organiser will become involved in further discussions.

12.5 If this does not lead to a resolution of outstanding matters then officers of the Union and the Company shall become involved.

12.6 During these procedures the status quo shall remain and work shall proceed normally.

12.7 At any time either party shall have the right to notify the dispute to the Industrial Relations Commission of New South Wales.

## 13. HOURS AND STARTING TIMES

**Mayne Logistics (Optus – Mascot) Agreement 2001**

- 13.1 The ordinary hours of work shall be an average of 38 per week worked on Monday to Friday between 6.00am and 6.00pm.
- 13.2 Start times shall be flexible to reflect the needs of the business and ensure efficient response to customer demands. The Company may alter specific start times by mutual agreement with an employee or group of employees or by provision notice on the day before the changed start time day.
- 13.3 Starting times may be variable to fit the spread of ordinary hours. Accordingly starting times may be set at any time up to 9.30am with 7 days notice or 24 hours notice with mutual consent with the individual employee.

**14. WAGE RATES**

Employees shall be classified "Storeperson" and they will be paid the corresponding hourly rate of pay for ordinary time worked within the span of hours as prescribed in clause 13.

<u>Classification</u>	<u>\$ per week</u>	<u>\$ per week</u>
	1st pay period on or after 1st June 2001	1st pay period on or after 1st Jan 2002
Storeperson	547.14	562.00

**15. ALLOWANCES**

- 15.1 Employees who are nominated by the Company to be Leading Hands and who, in addition to their own work, are required to supervise the work and conduct of other employees shall receive a Leading Hands Allowance of \$24.00 per week.
- 15.2 Employees qualified and nominated by the Company to act as First Aid Attendants shall receive an allowance of \$8.75 per week.
- 15.3 Employees who are nominated by the Company as Forklift Operators shall receive an allowance of \$23.50 per week.

**16. FLEXIBILITIES**

The employees are committed to the following flexibilities:

- New technology and work systems when introduced will be done so in a cooperative manner to ensure customer service requirements, safety and efficiency are maximised. Appropriate consultation and employee training will occur for all significant technology and work system changes prior to implementation.



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- Employees may be requested to work in all areas of the facility provided that it is safe, legal and appropriate training has been provided.

### 17. ABANDONMENT OF EMPLOYMENT

17.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned employment.

17.2 Provided that if within a period of 2 days from the employee's last attendance at work or at the date of the last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the employer that the absence was for a reasonable cause, the employee shall be deemed to have abandoned employment.

17.3 Termination of employment in accordance with this clause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever was the latter.

### 18. SAFETY

Mayne Logistics (Optus Mascot) and its employees will observe all approved safe operating practices, procedures, rules and regulations and work to improve upon safety standards.

### 19. PERFORMANCE MEASURES

19.1 During the course of this agreement the parties will develop and utilise Key Performance Indicators (KPI's) to improve the operations performance.

19.2 Examples of KPI's which may be implemented are:

- Lost Time Injury Frequency Rate.
- Units per man hour covering mobiles retail, mobiles direct, collateral, simm centre and mobile returns.
- On time dispatches within clients contract parameters

### 20. UNION MEETINGS





**Mayne Logistics (Optus - Mascot) Agreement 2001**

20.1 Site meetings for the purposes of discussing Union matters will be permitted at agreed times (for a maximum duration of thirty minutes).

20.2 Such meetings will not be held at times, which interfere with interrupt or disadvantage the operations or its customers. Each circumstance will be looked at on its merits and is not to be construed as a guaranteed right. Any time taken in excess of the set duration will be unpaid.

**21. FLOATING HOLIDAY**

Employees will be entitled to a "Floating Holiday" in lieu of Union Picnic Day. This holiday shall be taken on a day, which is mutually agreed between individual employees and their supervisor.

**22. CONSULTATION AND COOPERATION**

22.1 The parties will develop a culture of trust, consultation and cooperation with a view to achieving a significant improvement in the competitive performance of the Company and the work environment and working conditions of its employees.

22.2 A Consultative Committee will meet quarterly for the purposes of reviewing business performance and workplace matters. Additional meetings may be scheduled when circumstances require Committee attention.

**23. REDUNDANCY**

23.1 At the completion of the current contract with Optus and it is not renewed all reasonable effort will be made to redeploy personnel to another company site or contract within reasonable distance from the current.

23.2 If appropriate or equivalent employment is offered and refused - no redundancy payment is applicable.

23.3 If no alternative employment can be offered then the Company redundancy policy applicable at that time will apply.

**SIGNATORIES -**

This Agreement is made on the .....day of April 2001

Signed for and on behalf of.

**Mayne Logistics**



David Marginson

Date: .....

20.4.01



**Mayne Logistics (Optus - Mascot) Agreement 2001**

Signed for and on behalf of  
**Mayne Logistics (Optus-Mascot)**

*David Gehrig*  
.....  
David Gehrig  
Date: *11.04.01*.....

Signed for and on behalf of  
**The National Union of Workers**

*[Signature]*  
.....  
Date: *1.5.2001*.....

