

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/111

**TITLE:** Mayne - Logistics Minto (Kelloggs Account) Enterprise Agreement  
**2001**

**I.R.C. NO:** 2001/4057

**DATE APPROVED/COMMENCEMENT:** 11 July 2001/28 February 2001

**TERM:** 28 February 2002

**NEW AGREEMENT OR  
VARIATION:** New

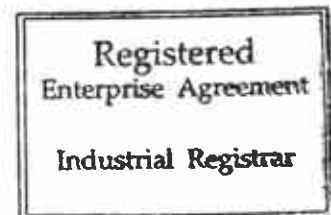
**GAZETTAL REFERENCE:** 12 April 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 13

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all warehouse employees in the  
Mayne Logistics Minto and Campbelltown site business who are covered by the Storemen and  
Packers General (State) Award

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



Ex1

**MAYNE - LOGISTICS**  
**ENTERPRISE AGREEMENT 2001**

**Without Prejudice**



**1.0 TITLE**

This Agreement shall be referred to as the Mayne – Logistics Minto ( Kelloggs Account )  
Enterprise Agreement 2001.

**2.0 ARRANGEMENT**

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2. Arrangement
3. Parties Bound
4. Coverage of Agreement
5. Period of Operation
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7. No Extra Claims
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25. House Keeping and Maintenance
26. Flexible Ordinary Hours
27. Service Levels
28. Overtime
29. Rostered
30. Duress
31. Public Holidays
32. Sick Leave Entitlement
33. Casuals



**3.0 PARTIES BOUND**

This agreement shall be binding on

(A) Mayne Nickless Ltd, trading as Mayne Logistics of 34 Airds Road Minto, NSW 2566 & 1 Johnson Street Campbelltown; The Kelloggs Account.

(B) All employees whether members of the organisation of employees listed in sub-clause (c) hereof or not, employed in any of the occupations, industries or callings specified in the Storemen and Packers, General (State) Award (as amended);

and

(C) National Union Workers, New South Wales Branch (the Union).

**4.0 COVERAGE OF AGREEMENT**

This Agreement is made to cover matters in or in connection with providing warehousing services which is consistent with the industries and callings of the Storemen and Packers, General (State) Award (as amended).

**5.0 PERIOD OF OPERATION**

5.1 This agreement shall operate on and from the first full pay period of 28 February 2001 and shall remain in force for a period of Twelve (12) months.

5.2 The parties undertake to commence discussion three (3) months prior to the expiration of the Agreement, however, this agreement will continue in force until replaced by a new agreement. Provided this agreement may be terminated in accordance with the Industrial Relations Act 1996 (as amended).

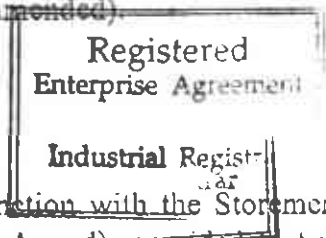
**6.0 RELATIONSHIP TO PARENT AWARD**

6.1 This Enterprise Agreement shall be read in conjunction with the Storemen and Packers, General (State) Award, as amended, (the Award), provided that where there is any inconsistency this Agreement will take precedence to the extent of the inconsistency.

6.2 Subject to this Enterprise Agreement, any previous unregistered agreements, certified agreements, arrangements and/or practices will cease to exist with the making of this certified Agreement.

**7.0 NO EXTRA CLAIMS**

It is the term of this agreement that the unions party to this agreement, their officers, employees and members will not pursue prior to the expiry of this agreement any extra over award claims.



## 8.0 EMPLOYEE COMMITMENTS

The employees agree that it is appropriate to:

- a) Focus decision making and responsibilities around customer satisfaction.
- b) Work in a safe and healthy manner.
- c) Improve customer service expectations via continuous service improvement.
- d) Deal honestly and fairly with each other at the workplace, including the customer, (Kelloggs ) and the wider community, that the facility serves.
- e) Ensure the needs of the business are a joint priority in assessing and implementing future initiatives under this Agreement.
- f) Effectively perform their duties in line with business objectives and this Agreement.
- g) Ensure employees attend work when required and report absences immediately.
- h) Ensure employees comply with the Company's Policies and Procedures and the Code of Conduct.

## 9.0 PURPOSE OF AGREEMENT

### 9.1 Intent

This Agreement has been designed to provide opportunities for Management and staff to develop specific improvements or initiatives in a facility and within its services. The Company, in conjunction with its employees, intends to achieve a stable and workable employee relation's environment at the facility to provide flexibility, a competitive edge, improved efficiency and quality services. To this end the union agrees to work with management and its employees to facilitate:

- more innovative working arrangements than exist at present;
- improve the facilities needs/servicing requirements;
- opportunities for staff to participate in new initiatives
- initiatives which improve business plans/budgets/work culture and operations

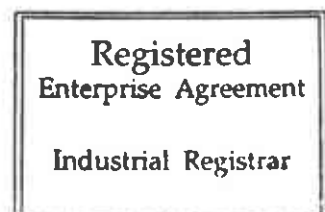
Management discretion in running its business is also the intent and direction of outcomes from this agreement.

### 9.2 Continuous Improvement Initiatives

9.2.1 The parties to this Agreement are committed to genuinely identify and implement measures as a Team to improve productivity and efficiency at the facility during the life of this Agreement.

9.2.2 Specific measures to be considered as part of a broad agenda may include matters such as:

- Improved Service Delivery
- Flexible work patterns
- Work practice reviews
- Continuous service improvement processes
- Minimising workers' compensation costs etc.



9.2.3 The Union and employees agree to co-operate in providing (the business) with more flexible arrangements and savings which complement the facilities, services and customer requirements (such as: - Eliminating Restrictive work practices). The collaborative approach will also involve future Agreement changes being in plain English and being simpler to read.

9.3 The disputes settlement procedures contained in this Agreement will be adhered to.

## 10.0 PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES

10.1 The parties are committed to doing everything possible to avoid an interruption to the operations of the company and its customers. As such it is the strict term of this Agreement that the adherence to the dispute procedure shall occur and normal work shall continue while procedure is observed

### 10.2 Application

The following dispute avoidance procedure shall apply, when a question, dispute or difficulty arises involving employee/s and the management of the company.

### 10.3 Objective

The objective of the procedure is to facilitate the resolution of questions, disputes or difficulties without disruptions to the operations of the company and its customers. It recognises that the intent of the parties is to support the timely and orderly closure to issues that arise in the workplace from time to time.

### 10.4 Process

Dispute Occurs



10.4.1 The employee/s concerned shall first discuss the issue with his/her immediate Manager / Supervisor.

10.4.2 If the matter is not resolved the employee and his/her Site Delegate and his/her immediate manager/Supervisor must bring the Grievance in concern to the attention of the Distribution Centre Manager

10.4.3 If the matter is not resolved the Site Delegate shall discuss the matter with an official of his/her union who will consult with the Distribution Centre Manager.

10.4.4 If not resolved, the matter may be referred to the New South Wales Industrial Relations Commission for resolution.

Until the matter is resolved by the Commission and except in the case of a bona fide safety issue, work shall continue as normal and the status quo shall remain. In the case of a bona fide safety issue the company will identify alternative work.

## 11.0 DISCIPLINE PROCEDURE

11.1 Subject to the circumstances employee/s whose behaviour, performance or time keeping is considered unacceptable or requiring improvement shall be counselled as to the company expectations.

11.2 Where such counselling is found not to be successful, formal warnings may be necessary. Formal warnings will be issued by the Distribution Centre Manager or the Operations Manager and shall be recorded on the employee/s file.

The employee/s concerned shall be invited to have the appropriate Delegate and or witness present. In issuing warnings management will advise the employee/s what action is deemed necessary to rectify the situation.

11.3 An employee will be given a final warning in writing and advised of the consequences if employee/s is found not to be rectifying the situation or it is a serious matter.

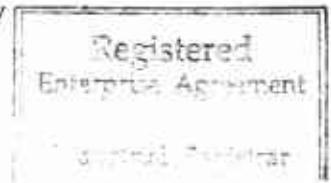
11.4 Letters of Warning will remain on the employee file as follows:-

FIRST	12 Months
SECOND	12 Months
THIRD AND FINAL	12 Months

### 11.5 Variation

11.5.1 The only variation to the aforementioned is if deemed that in a serious case of misconduct an employee can be summary dismissed for matters such as but not limited to:-

- i) Proven Cases of theft and pilferage (Stealing) of any nature
- ii) Any form of violence/aggression/intimidation towards
  - a) A fellow employee/s
  - b) Company property or staff property
  - c) Customer and / or their property
  - d) Member of the public
- iii) Refusal to follow or carry out a Lawful and reasonable request/directive given by a Supervisor and or Manager providing such work is within the employees Skill, Competence and or Training
- iv) The use of, or being affected by or in possession of illegal drugs and or substances in Company time or on Company property. Consumption of alcohol or being intoxicated during working hours
- v) Wilful violation of site safety rules (Endangering the safety of others on the site).



**11.5.2** In cases that a summary dismissal is warranted the Company undertake that the union delegate can be kept advised, and that all the relevant procedures are followed.

## **12.0 OCCUPATIONAL HEALTH AND SAFETY**

The union agrees with The Company that the safety of its members and others on the site is of paramount importance, and will actively encourage its members to sit on the site OH&S committee. The members will fully implement the initiatives that result from the deliberations of the Committee and Company policy.

## **13.0 MANAGEMENT INITIATIVES**

Nothing in this agreement shall limit or restrict the Company's right to manage or operate its business.

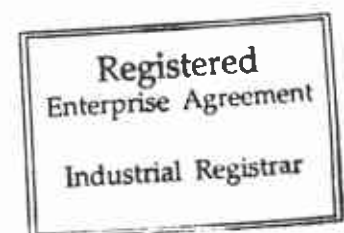
## **14.0 MANNING LEVELS**

The Company is at all times mindful of its staffing levels and therefore will review its level of permanent employees on a case by case basis and may adjust its requirements of permanent's on a strictly needs of the business basis requirement only.

## **15.0 MULTI SKILLING INITIATIVES**

For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi skilling will occur to allow employees to perform tasks within their skills and competence. Multi skilling will include but not be limited to, forklift driving, clerical duties, customer service duties, picking/packing, loading/unloading, use of any technology and will be on going to meet business/customer needs. An employer may direct an employee to carry out duties, which are within his/her skill, competence or has been trained for.

When employee(s) are offered overtime, such work is to be whatever is required by the employer to be carried out such as:- manual loading/unloading, etc. rather than forklift driving being the only duties.



## 16.0 REMUNERATION OF WAGES

16.1 Subject to the Enterprise Agreement employees covered by this agreement shall receive the following Base Wage rates.

Wage increase on *Base Rates*:

Award Level 38 Hour Week	Current Award Rate	Current Base Rate	Plus 4.0%	
Storeman Packer 1	\$439.70	\$578.00	\$601.12	
Storeman Packer 2	\$454.70	\$591.00	\$614.82	
Storeman Packer 3	\$460.50	\$599.00	\$622.96	
Storeman Packer 4	\$479.30	\$610.00	\$634.58	
Team Leader	\$492.20	\$637.00	\$662.48	

These wage increases are in recognition of initiatives adopted in this Agreement. For the purpose of this Agreement and at management discretion all new employee/s with the Company shall commence at Level 1 Storeman & Packer.

Leading hand allowance will only apply to employees who are employed in leading hand duties.

Team leader rates of pay will only apply to employees who are actually doing the full work in this position.

### 16.2 Remuneration Calculations

The parties agree in recognition of previous increases and calculations that continuous shift arrangement rates have been calculated based on previous and current rate increases.

### 16.3 Pay Week

The pay period shall operate weekly to cover a 7 day operation. Payroll will be processed via electronic funds transfer.

### 16.4 Weekend Pay Rates

In respect of the Minto enterprise agreement the parties agree the weekend premium for ordinary hours will be as follows:

Saturday ordinary hours plus 60% on the base rate;

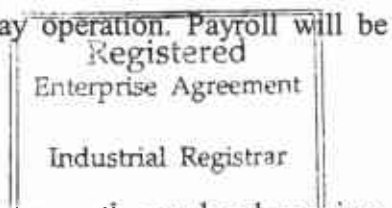
Sunday ordinary hours plus 100% on the base rate;

Provided where continuous shiftwork on Saturdays is worked then clause 11 Shift Work, Sub- clause (1X) of the Storeman and Packers General (State) Award will apply.

In the event the award is varied for a lesser weekend premium then such premium will apply in lieu.

## 17.0 ANNUAL LEAVE LOADING

Accrued Annual leave loading can be paid out to employee(s) on the first payday in December each year, or a payday leading up to Christmas.





## **18.0 NEW TECHNOLOGY**

All employees agree to cooperate with the implementation of any new technologies and agree they will work in a manner, which is flexible and optimises, the full potential of new technology used to serve the business and the customers needs.

## **19.0 CONSULTATIVE COMMITTEE**

Consultative committee may be formed for the ongoing development of this Agreement and continuous exploration of obtaining efficiencies of mutual concerns.

## **20.0 ANTI DISCRIMINATION**

(Please refer to clause 39 – Anti – Discrimination of the Award).

## **21.0 PROBATIONARY EMPLOYEES**

New permanent employees shall be subject to a three-month probationary period. Probationary employee's performance shall be reviewed and discussed on an ongoing basis. Probationary employees who are not satisfactory may be terminated by provision of one week's notice. Similarly, if employee/s is not satisfied with any working arrangements, the employee/s may resign within the probationary period on provision of one week's notice.

## **22.0 REST PAUSE**

Will occur in-accordance with clause 15 of the award, provided flexibility will occur at the employer's discretion to ensure continuity of work in the operations.



## **23.0 MEAL / BREAKS**

Meal / Crib Breaks will be taken in a flexible manner.

A meal break will be no more than one (1) hour or less than 30 minutes and can be required to be taken after working Five (5) ordinary hours.

A break will not occur until in excess of two (2) hours of overtime has been worked. Meal or Crib breaks can be staggered or worked through to meet operational needs, without penalty as part of flexible arrangements.

## **24.0 MIXED FUNCTIONS**

Shall be as per clause 23 of the Award.



## **25.0 HOUSEKEEPING AND MAINTENANCE**

The parties bound by this Agreement shall ensure that their equipment and work areas are maintained in a safe, clean, tidy and efficient state, and may be requested to undertake other general yard cleaning and housekeeping duties as and when directed.

## **26.0 FLEXIBLE ORDINARY HOURS**

Ordinary hours will be based on an average of a thirty eight (38) hour week concept as part of providing improved flexibility to compliment business needs for day or shiftwork.

**26.1** For the purpose of increased productivity and flexibility. At managements discretion employee(s) may be required to work up to eight (8) ordinary hours and by agreement in writing between the employer and employee(s) up to a maximum of twelve (12) ordinary hours maybe accommodated under this Agreement. Such ordinary hours will be inaccordance with the appropriate State legislation applicable. The site union delegate will be consulted as part of introducing such new arrangements, as applicable.

Provided, where twelve (12) hour shifts are introduced such arrangements will be evidenced in writing and trialed to the satisfaction of the employer in the first instance to ensure shifts are commercially viable.

**26.2** The employer may arrange ordinary hours over five (5) days Monday to Sunday. For ordinary hours worked on weekends employee (s) will be paid weekend premiums as per clause 16.4 of this agreement, as applicable. Overtime will continue to apply for work outside daily ordinary hours or where an average of thirty-eight (38) hours is exceeded

**26.3** The day work spread of hours will be arranged between 5:30am to 6:00 p.m. By mutual agreement in writing the spread of hours may be extended by one (1) hour either side to accommodate business needs.

26.4 Shift allowances will only be paid when actually working shift work.

26.5 The option of (RDO's) will continue to apply with eight (8) hour shifts.  
Rostered days off will be by a roster maintained by the Distribution Centre manager and will be taken by agreement with the Distribution Centre Manager.  
RDO's may be paid out at the ordinary base rate to meet business needs, or at the request of the employee(s)

26.6 Shift provisions per the Award will apply noting that rostering will be a mix of Monday thru Friday and Monday thru Sunday as noted in sub Clause 26.8 of this agreement.

26.7 The parties agree that in order to service the current customer a continuous 7-day roster is required to be worked. This shift roster will be worked as required to service the customer needs.  
Shift premiums for continuous shifts shall be as per the Award

26.8 As part of any new hours arrangements the parties may introduce an annualised salary concept to accommodate new hours arrangements, which will be in writing.

26.9 Nothing in this agreement shall limit the method in which the thirty eight (38) hour week is organised.

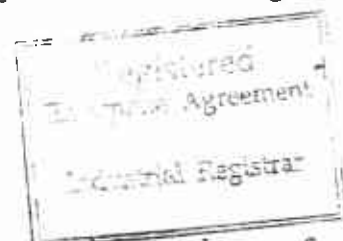
26.10 Where hour arrangements become commercially unviable, are abused or the customer needs changes then the employer will subject to consultation give 7 days notice of the need to change hour's arrangement.

## 27.0 SERVICE LEVELS

The Company shall establish procedures to achieve the customers minimum key performance indicator (KPI) outcomes, to eliminate picking error checking errors and to accurately construct and load pallets for routing and to develop other initiatives.

## 28.0 OVERTIME

By mutual agreement in writing, between the employee/s and the employer. Employees may in lieu of receiving payment for overtime, take time off in lieu of overtime, such time off is to be taken at ordinary time, that is, one (1) hour off for each hour worked



## **29.0 ROSTERED OVERTIME**

29.1 Overtime will not be guaranteed under any circumstances.

29.2 The Distribution Centre Manager as is required will allocate such overtime on a roster system, fairly, as to ensure all staff are given equal opportunity

29.3 When a roster is unable to be filled by permanent staff, the overtime will be offered to casual staff

29.4 Overtime on rostered days off will be by a roster authorised by the Distribution Centre Manager only.

## **30.0 DURESS**

This Agreement was not entered into under duress by any of the parties bound by it.

## **31.0 PUBLIC HOLIDAYS**

31.1 Public Holidays shall be as per the Award.

31.2 Where an employee is rostered for work, and is absent without reasonable cause from his/her employment, on the working day before or the working day after a public holiday or part thereof, without reasonable excuse, or without the consent of the employer. The employee shall not be entitled to payment for such holiday. Reasonable excuse shall be satisfied by certificate from a duly qualified medical practitioner or a statutory declaration. An employee shall notify the employer of such an absence prior to normal starting time wherever practicable.

## **32.0 SICK LEAVE ENTITLEMENT**

Sick leave will be as per the award, provided sick leave will be calculated on an hourly basis on the base rates in this Agreement.

In the first year an employee will be entitled to five (5) days or thirty eight (38) hours, in the second and subsequent years the employee will be entitled to ten (10) days or seventy six (76) hours per year.

The employer may stipulate an employee to provide Doctors certificates for all sick leave absences where the employer has a concern over absenteeism rates.



### 33.0 CASUALS

A casual employee is an employee engaged as such and paid by the hour. Casuals maybe engaged in day/shiftwork for two (2) separate periods as part of a 38 hour week concept and shall occur as required by the company. A minimum engagement will be four (4) hours.

- 33.1 A casual employee shall not be entitled to provisions such as but not limited to-
- Termination notice
  - Redundancy provisions
  - Annual leave
  - Sick leave
  - Bereavement leave
  - Public holidays
  - Jury service
  - Parental/maternity leave, etc.
  - Accident make up pay.
- 33.2 The company shall wherever practical notify a casual employee where services are not required the next working day or at the end of a period of casual work.
- 33.3 Casuals maybe employed in a business on continuous engagements at the discretion of the company for a short period. Such short period is deemed to be a minimum of 12 months.
- 33.4 A casual employee for all ordinary time worked shall be paid on hourly rate of 1/38<sup>th</sup> of the appropriate weekly base wage rate plus a 15% (casual loading). Plus 1/12<sup>th</sup> in lieu of annual leave, as per the annual Holidays act 1944, as amended.



*Signed for and on behalf of*

Signatories

Date

W. Hay  
Mayne Logistics  
Senior Manager

6/6/01

[Signature]  
Witnessed by

6/6/01

DAVID MILLER  
(Print Name)

*Signed for and on behalf of*

Signatories

[Signature]  
National Union of Workers  
New South Wales Branch  
State Secretary

[Signature]  
Witnessed by

WAYNE MEANEY  
Witnessed by

Date 1-6-2001

