

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/210

TITLE: Mayne Logistics Ingleburn Warehouse Enterprise Agreement 2002

I.R.C. NO: IRC02/2372

DATE APPROVED/COMMENCEMENT: 9 May 2002/25 March 2002

TERM: 25 March 2004

NEW AGREEMENT OR VARIATION: Variation. Replaces EA01/195

GAZETTAL REFERENCE: 12 July 2002

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to employees of the Mayne Group Ltd trading as Mayne Logistics employed at their Ingleburn Warehouse at 93 Williamson Road, Ingleburn, NSW, that fall within the coverage of the Storemen and Packers, General (State) Award.

PARTIES: Mayne Group Limited t/as Mayne Logistics -&- National Union of Workers, New South Wales Branch



Schedule "A"

**Mayne Logistics
Ingleburn Warehouse
Enterprise Agreement 2002**

Registered
Enterprise Agreement
Industrial Registrar

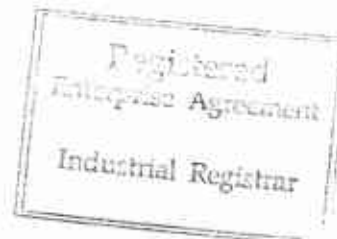
**MAYNE LOGISTICS – INGLEBURN WAREHOUSE
ENTERPRISE AGREEMENT 2002**

1.0 TITLE

This agreement shall be referred to as the Mayne Logistics Ingleburn Warehouse Enterprise Agreement 2002.

2.0 ARRANGEMENT

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3. Parties Bound
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3.0 PARTIES BOUND

This agreement shall be binding on,

(A) Mayne Logistics Ingleburn Warehouse, 93 Williamson Road Ingleburn 2565

(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 STOREMAN AND PACKERS GENERAL (STATE) AWARD

AND

(C) NATIONAL UNION WORKERS N.S.W. Branch (The Union).

4.0 COVERAGE OF AGREEMENT

This agreement is made to cover matters in or in connection with providing warehouse services, which is consistent with the industries and callings of the Storeman and Packers General (STATE) Award.

5.0 PERIOD OF AGREEMENT

5.1. This agreement shall operate on and from Monday 25th March 2002 and remain in force for a period of twenty-four months (24) 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).

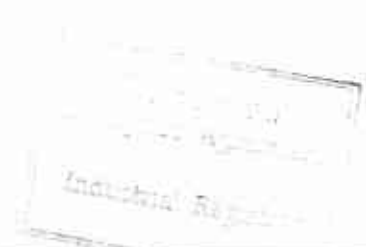
6.0 RELATIONSHIP TO PARENT AWARD

6.1 This Enterprise Agreement shall be read inconjunction with the Storeman 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 Agreement.

7.0 NO EXTRA CLAIMS

The parties undertake that there shall be no further money increases during the life of this Agreement, including increases provided by a State Wage Case decision.



8.0 EMPLOYEE COMMITMENTS

The employees agree that it is appropriate to:

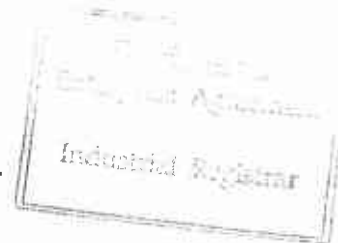
- a) Focus decision making and responsibilities around customer satisfaction
- b) Work in a safe and healthy manner
- c) Improve customer service expectations via continuous improvement
- d) Deal honestly and fairly with each other at the workplace, inclusive of the customer (Colgate-Palmolive) and the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

9.0 PURPOSE OF AGREEMENT

9.1 Intent

This Agreement has been formulated 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 improved working arrangements than exist at present;
- improve the facilities needs/servicing requirements;
- opportunities for staff to participate in new initiatives;
- initiatives which improve business, work culture and operations.



9.2 Continuous Improvement Initiatives

- 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.

10.0 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 the customer. As such, it is a strict term of this Agreement that 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 disruption/s to the operations of the company. 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 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 normal work practices shall continue and "STATUS QUO" shall remain. No party shall be prejudiced as the final settlement by the continuance of work in accordance with this sub clause.

STATUS QUO is defined as the practice in place prior to the Grievance or Dispute.

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.
- 1.2 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 formal warnings management can advise the employee/s what action is deemed necessary to rectify situation.

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

- 11.4 Letters of Warning will remain on an 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 will be instantly dismissed for matters such as, but not limited to.

- 1) Proven cases of theft and Pilferage (stealing)
- 2) Any form of violence/aggression/intimidation towards
 - a) A fellow employee/s
 - b) Company property
 - c) Customer and /or their property
 - d) Member of the public
- 3) Refusal to follow a directive, given by a Supervisor and or manager
- 4) The use of, or being affected by or inpossession of illegal drugs And/or substances in Company time or on Company property
- 5) Consumption of alcohol or being intoxicated during working hours.

12.0 DURESS

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

13.0 FLEXIBLE ORDINARY HOURS

Flexible hours maybe arranged to compliment business and customer needs, based on an average 38hr week concept. This means having greater alternatives in how we match our business to common sense needs for day work or shift work.

- 13.1 For the purpose of increased productivity and flexibility, by mutual agreement in writing employee/s may be required to work ordinary hours in excess of eight (8) ordinary hours and up to a maximum of twelve (12) ordinary hours maybe accommodated under this agreement. Any new arrangement concerning twelve (12) ordinary hours will be in writing. Such ordinary hours will be in accordance with the appropriate State Legislation as applicable .
- 13.2 In providing for flexible ordinary hour arrangements, ordinary hours maybe worked over any five (5) days Monday to Sunday. For ordinary hours worked on weekends employees will be paid a weekend premium of 60% for Saturday and 100% for Sunday on the base wage rates. If overtime is worked then the applicable Award overtime penalty rates will apply. In the event the Award is varied for a lesser weekend premium then such premium will apply.
- 13.3 The day work spread of hours will be arranged between 6.00am to 6.00pm to accommodate business needs. By mutual agreement in writing the spread of hours maybe extended by one (1) hour either side to accommodate business needs.
- 13.4 Starting times for day work or shift work maybe staggered or varied to suit business and/or service needs, provided notice is given to the employee/s, including casuals, by giving seven days notice. Where unexpected circumstances occur and by mutual agreement no notice is required.
- 13.5 Shift allowances will only be paid when actually working shift work.

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 requirement of permanents on a strictly needs of the business basis requirement only. Casuals can be engaged on day or afternoon shift on continuous engagements for a minimum of 12 months.

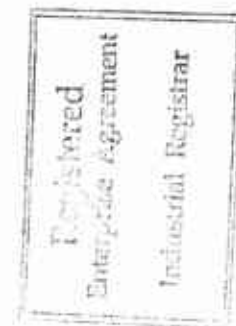
15.0 MULTI SKILLING INITIATIVES

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.

16.0 WAGES

Subject to this Enterprise Agreement employees covered by this Agreement shall receive the following Base Wage rates in accordance with following details -

LEVEL	AWARD	CURRENT RATE	5% INCREASE YEAR 1 March 25 th 2002	5% INCREASE YEAR 2	
1	\$439.70	\$575.53	\$604.31	\$634.53	
2	\$454.70	\$595.16	\$624.92	\$656.17	
3	\$460.50	\$602.77	\$632.91	\$664.56	
4	\$479.30	\$627.36	\$658.73	\$691.67	
5	\$492.20	\$644.24	\$676.45	\$710.27	



These Wage increases are in recognition of initiatives adopted in this Agreement.

Year two (2) increases shall be paid in the first full pay period of the anniversary of this Document.

Over award payments will be absorbed by this and future increases. No new allowances will be allowed as part of making this agreement.

For the purpose of this Agreement, and at management discretion, all new employee/s shall commence, with the company as Level 1 Storeman & Packer.

17.0 MANAGEMENT INITIATIVES

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

18.0 CONSULTATIVE COMMITTEE

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

19.0 TRAINING INITIATIVES

19.1 To enhance client needs and ensure effective operational and service initiatives, the company will at all times be mindful of the need to keep ALL employees abreast with ongoing training. The Company will undertake training on eight (8) Saturdays per year for a maximum of four hours per day to be paid at ordinary base rate.

19.2 The company shall give employee/s five (5) days notice of intended training day.

19.3 Ordinary work will not be performed during training sessions.

20.0 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.

21.0 REST PAUSE

A rest pause as per the award will be taken flexibly, as per current site practice and in agreement with shift Supervisor/s to ensure the pause is staggered or split to suit the operational needs of the business

22.0 MEAL/CRIB BREAKS

In lieu of the provisions concerning Meal/Crib breaks in the Award, the practice of taking such breaks to meet operational requirements shall continue to apply. At management discretion and by agreement breaks may be staggered or varied to meet operational and customer needs or maybe worked through from time to time without penalty.

23.0 MIXED FUNCTIONS

Any employee/s who may from time to time be asked to engage in HIGHER duties for more than a day in an acting capacity shall be paid at the higher level for time worked only.



24.0 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.

25.0 LEADING CHANGE IMPROVEMENTS

The Leading Change doctrine actively promotes management inspiration, a strong leadership example, and effective personnel decision-making participation, initiative and reward. The Company and its employees embrace these principles and shall actively foster the introduction of productivity improvement initiatives. The Company needs to benchmark business performances and may alter work practices, systems and processes to improve productivity through a consultative process.

26.0 ANTI- DISCRIMINATION

Please refer to Clause 39 – Anti-Discrimination of the Award

27.0 SERVICE LEVELS

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

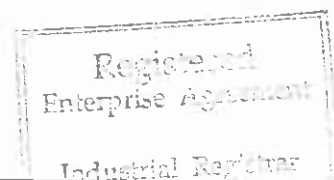
28.0 TIME OFF IN LIEU OF OVERTIME

28.1 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.

28.2 Overtime will be not guaranteed under any circumstances.

29.0 CASUAL EMPLOYEES

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.



29.1 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.

29.2 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.

29.3 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 twelve (12) months.

29.4 A casual employee for all ordinary time worked shall be paid on hourly rate of $1/38^{\text{th}}$ of the weekly base wage rate in this agreement, plus a 15% (casual loading). Plus $1/12^{\text{th}}$ in lieu of annual leave, as per the Annual Holidays Act 1944, as amended.

29.5 A casual employee may work up to 38 hours per week without the payment of overtime.

30.0 PERMANENT PART TIME

30.1 An employee may be engaged on a part-time basis. A part-time employee shall mean a weekly employee who works less than 38 ordinary hours, either of which are less than the number of days or hours worked by a full-time employee.

30.2 A part-time employee may work up to 38 hours per week without the payment of overtime.

30.3 A part-time employee will be paid per hour $1/38$ of the weekly base wage rate prescribed for a full-time employee of the same classification.

30.4 Any hours worked by a part-time employee outside the ordinary hours of work as or in addition to the 38 hours per week, shall be paid at overtime rates.

30.5 Subject to this clause, all other provisions shall apply to a part-time employee on a pro rata basis.

SIGNATORIES

National Union of Workers
Representative Signature

D Belan Date 27-3-2002

Witness Signature

Murray Date 27-3-02

Company
Representatives Signature

Dulij Date 2/4/02

Witness Signature

Ren Date 2/4/02