

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/282

TITLE: Mayne Logistics (Granville) Enterprise Bargaining Agreement 1998

I.R.C. NO: 98/4960

DATE APPROVED/COMMENCEMENT: 21 September 1998

TERM: Expires 1 July 2000

**NEW AGREEMENT OR
VARIATION:** New

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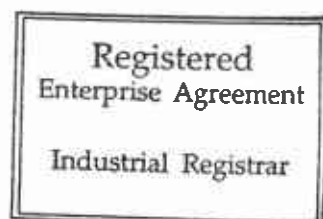
EMPLOYEES: Applies to employees of Mayne Logistics at the Granville depot

PARTIES: Mayne Logistics -&- Transport Workers' Union of Australia, New South Wales Branch



MAYNE *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 Logistics (Granville) Enterprise Bargaining Agreement 1998.

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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 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"

Registered Enterprise Agreement Industrial Registrar
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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 workplace.
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 Logistics C.S.O.'s.

STRUCTURE OF THE COMMITTEE

1. Composition

The Committee will comprise of 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 three (3) 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 it's implementation in an effort to minimise or eliminate those problems which are associated with it's 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 the Agreement. The parties commit, during that negotiating 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 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, typing, photocopying, stationery, a lockable filing cabinet, and 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 that they are able to represent their members and fully participate in the Consultative Committee.

It is agreed that:

- A) Such training for C.S.O. Committee Members is separate from, and in addition to, Trade Union Training Leave.
- B) 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.
- C) That such training will be at no financial cost to the C.S.O. members.



1. 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 ½ hour lunch break.

Any hours in excess of 45 hours in any one (1) week shall be paid at normal overtime rates as per base rate, i.e. \$12.8585.

Tea money will be paid in the week overtime is worked as per the award.

Overtime will only be paid when the following hours are exceeded:

- Metro - After 45.00 hours normal time
- 5 Day Country - After 42.50 hours normal time
- 4 Day Country - After 43.00 hours normal time



SALARY STRUCTURE

C.S.O. (0 – 12 months)		
Normal Time	\$12.8585 per hour	\$25,408.40
Cash Carrying Allowance	\$13.40 per week	\$ 696.80
CSO Allowance		\$ 4,852.64
Annual Leave Loading	25.00%	\$ 488.62
TOTAL PER ANNUM		\$31,446.46

Leading Hand C.S.O. (0 – 12 months)		
Normal Time	\$12.8585 per hour	\$25,408.40
Cash Carrying Allowance	\$13.40 per week	\$ 696.80
CSO Allowance		\$ 4,852.64
Annual Leave Loading	25.00%	\$ 488.62
Leading Hand Allowance	\$21.70 per week	\$ 1,128.40
TOTAL PER ANNUM		\$32,574.86

The period of Agreement is two (2) years from the 1st July, 1998.

- 5% increase on the 1st July, 1999, to the base rate.

SICK LEAVE ENTITLEMENT

Sick leave accrual will be as per Transport Industry 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. PROCEDURES 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 SEXUAL HARASSMENT

SEXUAL HARRASSMENT

- A) The parties to this Agreement recognise that failing to prevent sexual harassment occurring in the workplace is a discriminatory work practice.
- B) Sexual harassment is defined as unwelcome activity of a sexual nature. Such activity includes sexual propositions, touching, sexual innuendo, and sexually explicit conversations, rude jokes, nude pin-ups and posters.
- C) The Company will ensure that all employees are provided with an environment which is free from sexual harassment and shall establish and publicise amongst all employees a policy and procedure, including grievance procedures for handling complaints of sexual harassment. The Company in consultation with the Union/Employees shall develop such policy and practice.
- D) The reference documents for this policy are the Mayne Nickless Policy Document and the Transport Workers Union of Australia, New South Wales Branch Policy of Sexual Harassment.
- E) Other management diversity measures to be covered by MAYNE Logistics Policy are Affirmative Action And Equal Employment Opportunity.



CLAUSE 8 WORKCOVER

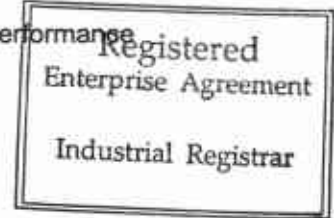
The parties agree to the following in relation to any Workcover claim, which is accepted by the Company or which, has been submitted by an employee to the Company:-

- A) That for the purposes of calculating pre-injury Average Weekly Earnings in relation to the determination of a weekly benefit under the Accident Compensation Act (as amended) that the rate of pay specified in this Agreement will be used.
- B) That employees may use accrued sick leave, annual leave and/or rostered days off prior to acceptance by the Company of a Workcover claim. The Company further agrees that if a claim is accepted the employee will be re-credited with the leave used.
- C) When determining the number of weeks that make up pay will apply for any single injury, accident or work related illness whether continuous or not, the maximum will be twenty six (26) weeks.

CLAUSE 9 OCCUPATIONAL HEALTH AND SAFETY

The TWU and the Company will continue to ensure that the Health, Safety and Welfare of employees is a primary concern through consultative processes with elected Health and Safety Representatives and shall continue to work toward:-

- Safe working conditions
- Observance of all legal requirements, codes of practice and regulations
- Total support networks for injured employees
- Adopting sound Occupational Health and Safety Management
- Continuous improvement in Occupational Health and Safety performance
- Workplace health promotion
- Hazard identification assessment and control
- Accident and incident investigation
- Developing and improving training and systems



CLAUSE 10 HEAVY ARTICLES

- A) **Heavy Articles**
The employer shall ensure that hazard identifications are undertaken relating to tasks that involve heavy articles. Also preventative measures shall be developed and adopted pursuant to each state or territory legislation.
- B) **Training**
The employer shall provide an approved course in agreement with the Union in Manual Handling at the cost to the employer.
- C) **Manual Handling**
The employer shall not lift a weight that exposes that employee to risk.

CLAUSE 11 SECURITY

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

Mayne 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 enroach into their area.

CLAUSE 12 ABSENTEEISM

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

- a) **Attendance Incentive**

An attendance incentive based on sick leave usage is determined as follows:-

TIME TAKEN	INCENTIVE PAYMENT
Nil	\$400
1 day	\$300
2 days	\$200
3 days	\$100
4 or more days	Nil

Conditions:

- Current conditions regarding the taking of sick leave to remain;
- Accumulated sick leave taken in excess of whole days will constitute the next day for purposes of the above payment calculation;
- The anniversary date of entitlement will constitute the method of incentive payment calculation. Each twelve (12) month period to stand alone.
- Any incentive payment will be made via payroll in the first pay period following the anniversary date of entitlement;
- The incentive payment will be subject to PAYE taxation;
- No pro-rata payments to apply at termination of employment.

CLAUSE 13 ROSTERED DAYS OFF

The C.S.O.'s will be entitled to during the life of this Agreement, twelve (12) Rostered Days Off per annum.



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

CLAUSE 14 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 the 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

All new C.S.O.'s will 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

POCEDURE GUIDE/MANUAL. This will take place before any new C.S.O. is allocated a van and allowed to drive alone.

C. PROGRESSIONAL TRAINING

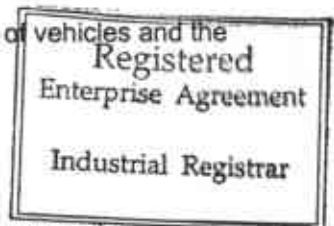
It is to the benefit of all parties that updated training be a continual feature of the C.S.O.'s employment. Areas that the C.S.O. would benefit from are Public Relations, Occupational Health and Safety, Security and Accounting Procedures.

CLAUSE 15 ARTICLES OF CLOTHING

Where an employee is required by law or his Company to wear any special uniform, cap, overall or other article, the Company shall supply at no cost to the employee..

CLAUSE 16 GEAR TO BE PROVIDED

The Company shall provide all gear necessary for the loading and unloading of vehicles and the securing of loads thereon.



CLAUSE 17 LUNCH BREAK

Lunch break should be taken as per the Transport Industry (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 18 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 19 SPREAD OF HOURS

The ordinary working day for employees is to be worked between the hours of 5:30am and 6:30pm for the purposes of Clause 18(b) of the Award.

Permanent employees shall have preference of work over casual employees.

Should the need arise for Saturday/Sunday work, consultation with C.S.O.'s and Consultative Committee will take place prior to implementation to assess the impact, if any.

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

PERMANENT PART TIME EMPLOYMENT

Permanent part time employment to exist with permanent and casual employment.

The Company may engage permanent part time employees if the offer of employment is accepted on that basis.

Hours of work may be set between 19 and 32 hours per week on any day Monday to Friday with a maximum of 9.5 hours on any given day.

Remuneration to be based on the ordinary hours proportion of 45 hour week employee.

The provisions of the Agreement shall apply to part time employees on a proportionate basis.

FOUR DAY WEEK

Where a five day route is impractical due to geographic or data base constraints, when viable, a four day 38 hour week at ordinary rates may be implemented. Ordinary rates to be determined based on the 45 hour week calculation.

When the geographic or data base constraints only provide for three days or less work per week, management reserves the right to determine the most efficient method of servicing.

The four day week terms and conditions are as follows:

4 days @ 9.5 hours per day = 38 hour week

Overtime to be paid for work performed after 9.5 hours on any given day

Meal Allowance to be paid for work performed in excess of 9.5 hours.

Major terms and conditions as per 5 day, 38 hour per week employee.

Remuneration calculated as ordinary hours proportion of 45 hour week employee, leave loading and cash handling allowances, annualised and paid weekly.



CLAUSE 20 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 Transport Industry (State) Award.

CLAUSE 21 UNION RECOGNITION AND MEMBERSHIP

The Company recognises the Transport Workers Union of Australia as being the union that shall have representation of transport workers who are covered by this Agreement.

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

The Company undertakes upon receipt of authorisation to deduct union membership dues as levies by the Transport Workers Union of Australia (NSW Branch) and such monies collected will be forward to the Transport Workers Union of Australia (NSW Branch).

The Company further agrees that an authorised TWU representative may enter the Company's premises at all reasonable times for purposes related to employees which does not unreasonably interfere with Company business. The TWU representative shall notify an officer of the Company when on premises or about to enter premises.

CLAUSE 22 RETRENCHMENTS/REDUNDANCY

As per the Mayne Nickless Limited Redundancy Policy.



CLAUSE 23 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 24 NEW EMPLOYEES

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

The Company therefore undertakes that it will not employ persons covered by this Agreement under the terms of an Australia Workplace Agreement or any other form of individual contract for the life of this Agreement.

Each new employee will be employed under the following terms and conditions:

- From commencement, the new employee will be paid at the rate stipulated by this Agreement for their classification for the three (3) month probationary period.
- During this time, management and delegates will review the employee's performance on an ongoing basis, and have discussions regarding progress.
- In the event that during the three month probationary period the new employee does not meet the requirements of the position, the employee may be terminated in accordance with award provisions.
- If the employee is not terminated pursuant to this clause within the three month probationary period, at the expiry of that period the employee will be deemed to have completed the probationary period and be automatically classified as weekly employee.
- Clause 10 of this Agreement shall apply in respect to supervised training period.

CLAUSE 25 AGREEMENT TO BE DISPLAYED

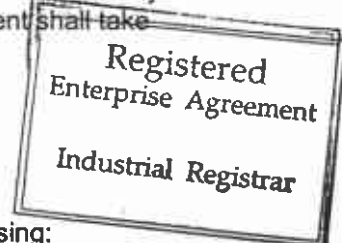
Copies of this Agreement shall be displayed in a place where visible and accessible to all parties covered by this Agreement. All C.S.O.'s will be given a copy of the Agreement. References to remuneration will be excluded from the document when displayed.

CLAUSE 26 AREA INCIDENT AND PARTIES BOUND

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

CLAUSE 27 REALATIONSHIP TO PARENT AWARD

This Certified Agreement is read in conjunction with the terms and conditions combined in the Transport Workers State Award of 1996 (and all variations thereto), where there is any inconsistency between this Agreement and the Award, then this Agreement shall take precedence.



CLAUSE 28 SETTLEMENT OF DISPUTES

The following procedure shall apply in the event of an individual 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 (NSW Branch) and the Company shall become involved, and if necessary, shall go to the Industrial relations Commission.
- D. Pending to resolution of any matter in accordance with the above procedure work shall continue without disruption. The circumstances, which apply 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 subclause.

CLAUSE 29 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 its full term.
- B. All variations will be in accordance with the relevant Section of the NSW Industrial Relations Act.

CLAUSE 30 NO EXTRA CLAIMS

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

- 1. 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.
- 2. It is agreed that specific productivity gains shall be rewarded once only.

CLAUSE 31 DEFINITIONS

C.S.O. Allowance

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



CLAUSE 32 SIGNATORIES

This Agreement is made on the 24th day of JULY, 1998.



SIGNED for and on behalf of
MAYNE LOGISTICS

[Handwritten Signature]
Witness

[Handwritten Signature]
Representative

KATE KEMP
Name (Print)

EDDIE CAVALLIN 6/24/98
Name (Print)

SIGNED for and behalf of
TRANSPORT WORKERS UNION OF AUSTRALIA (NSW BRANCH)

[Handwritten Signature]
Witness

[Handwritten Signature]
Name (Print) (Branch Secretary)

[Handwritten Signature]
Witness

STEVE CAIN
Name (Print)

[Handwritten Signature]

[Handwritten Signature]