

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/39**

**TITLE: The Mayne Logistics (Villawood Fashion) Enterprise Agreement 1998**

**I.R.C. NO: 98/5501**

**DATE APPROVED/COMMENCEMENT: Approved -4 December 1998 Commenced - 1 July 1998**

**TERM: 30 September 1999**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 10**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to employees employed by Mayne Nickless Lot 1, 66 Christina Road, Villawood NSW 2163, under the Transport Industry (State) Award**

**PARTIES: Ipec Road Express (a Transport Service of Mayne Nickless Ltd) -&- Transport Workers' Union of Australia, New South Wales Branch**

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# Mayne Logistics (Villawood Fashion) Enterprise Agreement 1998

## 1. Title

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

## 2. Arrangement

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## 3. Purpose of Agreement

The parties to this Agreement share a commitment to developing and maintaining a culture of trust, consultation and cooperation, with the objective of achieving continued improvement in the performance of the company and its competitive position within the industry.

The parties recognise that scope exists for further improvements in the workplace and the need to implement such improvements to achieve the competitive position necessary for the future of the enterprise. During the course of this Agreement, attention will be focused on ways of improving and expanding the following areas:

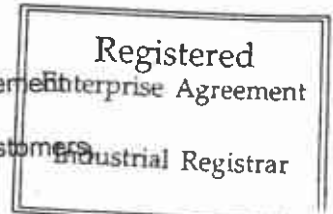
- a) Improving our customer service in order to satisfy their requirements ;
- b) Improving the way in which our business operates, by addressing inefficient practices and processes to ensure flexibility and quality, elimination of waste, timeliness and reliability of service.
- c) Applying a consultative approach to employee relations and improving communication networks.

#### **4. Commitments of Management and Staff**

- a) Mayne Logistics recognises that all terms of previous EBA's remain valid and are enforceable now and in the future. Provided that where a newly negotiated agreement refers to the same clause within an old agreement, the new agreement takes precedence.

Further, the parties to this agreement recognise that it is to their mutual benefit to:

- a) Focus decision making and responsibilities around customer satisfaction (ie, clients and suppliers).
- 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 customers, suppliers and the wider community which this 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) Attend work when required and report absences immediately.



#### **5. Incidences and Parties Bound**

This agreement shall apply and be binding on Mayne Logistics in respect of its operations at Lot 1, 66 Christina Road, Villawood, NSW, 2163 and the Transport Workers Union (NSW Branch) and its members employed in any of the occupations, industries or callings specified in the New South Wales Transport Industry (State) Award.

#### **6. Period of Operation**

This agreement shall operate from the 1 July 1998 and expire on 30 September 1999.

#### **7. Relationship to Parent Award**

- i) This Agreement is to be read in conjunction with the relevant Award. Where there is any inconsistency between this Agreement and the Award, this Agreement will take precedence to the extent of that inconsistency.
- ii) This Agreement was not entered into under duress by any party to it.

## 8. **Wage Increase**

From 3 August 1998, the employees covered by this agreement will receive a further wage increase (in addition to the 5% already paid) of 5%.

## 9. **No Extra Claims**

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

- i) Consistent with a decision of the Industrial Relations Commission that provides for an increase to flow on to a registered Enterprise Agreement or Over-Award Payment.
- ii) It is agreed that specific productivity gains will be rewarded once only.

## 10. **Disputes and Grievances Resolution Procedure**

In the event of a grievance the parties agree that the following procedure will be followed to ensure that resolution occurs at the site level:

1. The grievance should be brought to the employer by the employee and a meeting should be held to discuss the issues and possible remedies.
2. A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
3. Reasonable time limits must be allowed for discussion at each level of authority.
4. At the conclusion of the discussion, the employer must provide a response to the employee's grievance and if the matter has not been resolved, provide reasons for not implementing the proposed remedy.
5. While this procedure is being followed, normal work may continue.
6. The employee may be represented by the Union.

Steps in the event of a grievance:

- 1) Employee to Supervisor (Delegate may be involved if required)
- 2) Employee and Delegate to Operations Manager
- 3) Employee and Delegate to Service Centre manager

If the grievance is not able to be resolved, then the disputes procedure shall be followed.

In the event of a dispute, the following procedure will be followed:

Policy:

The parties are committed to do everything possible to avoid an interruption to the operation of the Company and its Customers.

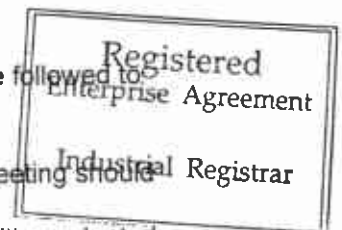
As such, it is agreed that it is a strict term of this agreement that adherence to the disputes procedure will occur and normal work will continue while the procedure is being observed.

Application:

The following disputes avoidance procedure will apply in the event that a question, dispute or difficulty arises involving employees and the management of the Company.

Objective:

The objective of this procedure is to establish a means of facilitating the resolution of questions, disputes or difficulties without disruption to the operations of the company. It is

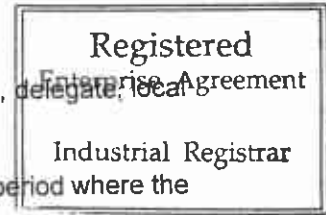


based on the intent of the parties to support the timely and orderly determination of issues which arise in the workplace from time to time.

Process:

Dispute occurs:

- Stage 1: Site procedures are followed (ie conference with member, delegate, local official)
- Stage 2: After Stage 1 is completed there is a 48 hour cooling off period where the status quo is retained.
- Stage 3: During the Stage 2 cooling off period conferences will be held between State Management of Mayne Logistics and State Secretaries of the TWU.
- Stage 4: After Stage 3 there is a further 48 hours cooling off period where the status quo is retained.
- Stage 5: During Stage 4 there are conferences between National Management of Mayne Logistics and the State Secretary of the TWU.
- Stage 6: After Stage 5 is completed there is a further 48 hour cooling off period where the status quo is retained.
- Stage 7: During Stage 6 the matter is referred to the Industrial Relations Commission. Both parties will agree to the IRC's decisions.



Variations:

- a) Safety issues will be dealt with as determined by the OH & S Chairman / representative, or the State OH&S bodies in accordance with the correct procedures.
- b) Essential Services - Such as supply of blood, medical supplies and perishable items shall not be interrupted through industrial disputation. Additionally where specific EBA exemptions / priority services have been agreed, these shall continue to apply.

Status Quo:

**Special Note: The Transport Workers Union commits to communicate their support and agreement in regard to the adherence to the disputes procedure contained in this Agreement.**

The Status Quo is defined as the practice in place prior to the dispute.

If the Status Quo position cannot be agreed then the procedure is to fast track to the Industrial Relations Commission with no commitment given.

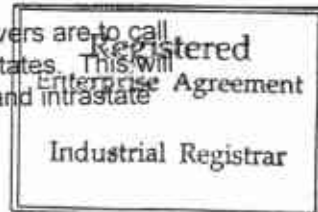
This settlement of disputes procedure will apply to any dispute or claim (whether it arises out of the operation of this agreement or not) as to the wages or conditions of employment of employees employed by the Company.

## 11. *Administrative Details*

This clause provides procedures that will allow the Villawood business to service its customers effectively and efficiently. In order to become more customer focused, the parties agree that drivers will assist in providing some administrative assistance to the Customer Service Department as per the following sections:

### a) **Interstate Freight Breakdown**

The parties to this agreement agree that at the time of clearing their areas, drivers are to call the Radio / Operational area with a count of Fashion Bags for the respective states. This will ensure that the correct number of Linehaul Trailers are ordered for interstate and intrastate deliveries.



### b) **Run-Sheets**

The parties agree that Drivers will complete run-sheets, as per the most appropriate method, to be agreed between Mayne Logistics and its employees.

It is suggested that an appropriate procedure will be that the run-sheets are forwarded to the Customer Service Department before departure, so that there is detailed information at hand for customer enquiries.

For an interim period, before new technology is implemented, a manual system of completing run-sheets will be utilised. Where new technology is to be implemented refer Clause 17. - New Technology.

### c) **Consignment Notes**

In the instances where a consignment note is not available, the parties agree that drivers will complete in-full a substitute consignment note (sub-docket), including the relevant information under: Sender, Receiver, Date, Time, Volume, Weight, No of bags and hangers. This is to provide a quality assurance to our customers that they received the correct amounts of Fashion bags, as per their order. It is important to Mayne Logistics that we have a method for tracking our goods through the entire supply chain.

Substitute consignment notes will be sorted by the Drivers.

## 12. *Flexible Work Practices*

In the interests of providing efficient customer service, the parties agree that all parties will assist each other and work together in servicing our customers' requirements. This includes employees within each area of our business.

Where necessary, in order to back up transport workers, Supervisors may perform duties such as handling of freight and/or radio operations in line with customers' requirements. Provided that such duties will not extend to pick up and delivery of freight. This will include jobs where customers require supervisors to be present for on-site supervision and back up for emergencies.

Mayne Logistics' fashion business has sites located at many locations, both within New South Wales and elsewhere in Australia. In order to achieve a consistent business approach it is sometimes necessary for employees from these other sites to conduct some work for their

customers at the Villawood site. This work will not interfere with, nor will it take the place of work done by Villawood employees during the normal course of business.

When necessary, the Villawood site will be utilised by opposition truck-drivers, for the purpose of conducting business for Mayne Logistics' various fashion businesses. The parties agree that all courtesy will be extended to these drivers, as per Part (d) of Clause 4, Commitments of Management and Staff. Unloading and loading from competitor's vehicles will, in the main be conducted by processing personnel. If assistance is required from TWU employees, it will only be provided in the case where there is no detriment to our business.

### **13. Working Hours**

The Villawood business has a need for flexibility in working hours to ensure that customer service remains the key focus.



The structure of the early morning shift, (that is, a 04.00 am start) has been the most effective structure of working hours for this business. While it remains so, the parties agree that this structure will be maintained.

Should the business situation alter, Mayne Logistics commits to discuss alternative arrangements with its employees and the union in a consultative manner.

- 1) No less than 7 permanent employees
- 2) The shift shall consist of bulk and/or back-up drivers
- 3) The agreed shift allowance shall be paid
- 4) A minimum of 10 hours per day (Monday to Friday) will be worked
- 5) Early morning shift starting time will not be changed from 0400 hours, for the life of this agreement.
- 6) Permanent employees shall be offered overtime before casual employees, and permanent employees shall have first preference for starting on the shift over casual employees.
- 7) The afternoon shift shall commence no later than 1300 hours, for the life of this agreement.
- 8) All afternoon duties and start times will remain unchanged, including setting up of working areas.
- 9) Afternoon shift will continue to commence work at operational discretion on "Suzanne Grae" days.
- 10) The day shift shall start no later than 0700 hours, for the life of this agreement.
- 11) That the incentive agreement of afternoon shift shall remain as is.

### **14. Payment of Wages**

Wages will be paid by means of Electronic Funds Transfer (EFT) directly to employees' nominated banking accounts.

Wages are payable on Wednesday of each week, except where public holidays require earlier action. The pay period commences on Monday of each week.

### **15. Bonus Scheme to Reduce Absenteeism**

The parties to this agreement agree that for a trial period of 12 months, from 1 July 1998, the previous incentive scheme to reduce absenteeism will be ceased and the following procedure will take its place.

A targeted reduction of 20% is expected. After the period of the 1998 / 1999 Financial year, Mayne Logistics will commit to paying the sick leave bonus as per the conditions below (ie based on \$120 per unused sick day.)

If the expected reduction of 20% is not achieved, the parties agree that discussions will take place to review the situation. If the 20% reduction is achieved, the Bonus Scheme to Reduce Absenteeism will continue.

Mayne Logistics recognises that genuine sick leave is an entitlement which provides insurance against loss of income. Sickness that is supported by doctor's certificates will be paid in accordance with the Award provisions.

Employees will be paid a bonus of \$120 per unused sick leave day, unless the number of days of sick leave taken exceeds 3 days.

Number of Days Taken	Incentive Applicable
0	\$960
1	\$840
2	\$720
3	\$600

Any employee taking 4 or more days of sick leave will not be entitled to a bonus.

#### **16. New Technology**

The introduction of any new technology, which is not significant, may occur and will be implemented in a cooperative manner, subject to proper consultation and relevant training as applicable.

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Where significant new technology (across the business) is to be implemented, the parties will discuss the changes through a consultative process, (including union delegates and organisers, where applicable) in order to propose measures that will mitigate any adverse effects upon the employees.



## 17. Arrangement for Taking Trucks Home

The parties agree that drivers may take trucks home overnight, subject to the following parameters:

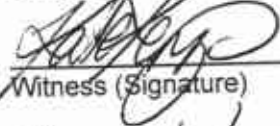
- a) Agreement can be terminated by either party at any time, after discussions have taken place.
- b) Standards of cleanliness etc to be detailed and maintained:
  - i) Cabin Interior
  - ii) Pantec Interior
  - iii) Wheel rims white
  - iv) Tyres blackened
  - v) Exterior of vehicle washed at least once a week
- c) Maximum of eight (8) trucks in Sydney excluding 25 year personnel.
- d) It is agreed that should this escalate past eight vehicles or other yards, then this agreement shall cease immediately.
- e) The taking of trucks home overnight is not a condition of employment.
- f) The arrangement for taking trucks home will only remain in force for as long as the parties commit to resolving issues in a consultative manner at the site level as per the disputes procedure. It must be reinforced that taking trucks home represents a potential liability to the company, and the Company allows it in recognition of the good working relationship between Mayne Logistics, the employees and the union.
- g) These vehicles are not to be utilised for commercial purposes.
- h) Loan forms are to be filled out for any use outside of the above, for example, work, home and return by most direct route.
- i) Quarterly K-Mart vouchers (\$200) to be handed in for use of vehicle.
- j) Vehicles are to be parked in as secure a place as possible.



**18. Signatories**

Signed for and on behalf of:


**Mayne Logistics**

  
Witness (Signature)


**KATE KEMP.**  
Witness (Please Print Name)

Signed for and on behalf of:

**Transport Workers Union (NSW Branch)**

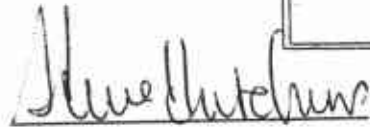
1)   
Witness (Signature)

**STEVE CAIN**  
Witness (Please Print Name)

  
Representative (Signature)

  
Representative (Please Print Name)

Registered Enterprise Agreement Industrial Registrar
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State Secretary

**STEPHEN HUTCHINS.**  
State Secretary (Please Print Name)

**Appendix A - Wages and Classifications**

Grade	Current	3/8/98
Grade 1	\$469.31	\$492.78
Grade 2	\$485.70	\$509.99
Grade 3	\$497.05	\$521.90
Grade 4	\$506.92	\$532.27
Grade 5	\$532.46	\$559.08
Grade 6	\$538.86	\$565.80
Grade 7	\$558.30	\$586.22
Grade 8	\$597.90	\$627.80

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