

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA97/121

TITLE: Online Distribution Services, Arndell Park Enterprise Agreement

I.R.C. NO: 97/2243

DATE APPROVED/COMMENCEMENT: 28 May 1997 and commenced 4 November 1996

TERM: Expires 31 December 1997

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all employees engaged in the distribution operation of the company at its Arndell Park activity at 60 Holbech Road Arndell Park

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



✓
196.2

**AGREEMENT NO. OF 1996
FILED WITH THE INDUSTRIAL REGISTER
THIS DAY OF 1996
ENTERPRISE AGREEMENT**



1. This agreement is made between Online Distribution Services of 60 Holbeche Road, Arndell Park NSW, a distribution service of Mayne Nickless Limited ACN 004 073 410 and the Transport Workers Union, New South Wales Branch, and shall be known as the Online Distribution Services (Arndell Park) Enterprise Agreement, 1996.
2. This agreement applies to all employees engaged in the distribution operation of Online Distribution Services at its Arndell Park activity, which is located at 60 Holbech Road, Arndell Park, NSW.
3. The parties to this Agreement agree that agreement has been reached through consultation and consensus and decided upon without duress by any party.
4. The conditions specified herein shall override any conditions contained in the Transport Industry (Interim) State Award, 1991.

5. DISPUTES AVOIDANCE PROCEDURE

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 (activity).

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 Avoidance and Settlement Procedure

Dispute occurs.

- Stage 1. Site procedures are followed (ie: conferences 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 MNL 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 MNL 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 NSW I.R.C. Both parties will agree to the NSW I.R.C.'s decisions.

VARIATIONS

- a) Safety issues will be dealt with as determined by OH&S Chairman/representative of 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 TWU commits to communicate their support and agreement in regard to the adherence to disputes procedure contained in this agreement.

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

If the Status Quo position cannot be agreed then the procedure is to fast track to the NSW I.R.C. with no commitment given.

6. It is agreed that specified productivity improvements shall be rewarded once only. Should any State Wage Case provide wage increases for productivity improvements that have already been recognised and compensated for at the enterprise level, such State Wage increases shall not be passed on. Any other State Wage increases shall be passed on during this Agreement.
7. The following are the issues agreed to between the employees, management and Union for immediate implementation:

EFT

All employees will be paid via electronic funds transfer.

SPREAD OF HOURS

It is agreed between parties that the spread of hours will operate from 6.00am to 6.00pm.

PROBATION PERIOD

All full time and part time employees will serve a 10 week probation period prior to confirmation of permanency.

(This clause does not apply to permanent employees as at the time of signing this Agreement)

ANNUAL LEAVE FLEXIBILITY

The Parties to the agreement agree that where mutually agreeable between employer and employee, the introduction of greater flexibility with the taking of annual leave will occur.

PART TIME EMPLOYMENT

It is agreed permanent part time employees shall work a minimum of 6 hours per day, 18 hours per week and a maximum of 30 hours per week.

The nominated days of work will be agreed and fixed and will only be varied by mutual agreement or the appropriate notice as per award.

PUBLIC HOLIDAY

By providing 7 days notice, one (1) public holiday per year may be worked.

- No penalty rates will apply.
- As agreed substitute day will be taken.
- Christmas/New Year and Easter period is not included.
- If this option is not used by the Company in one calendar year, it will not accrue to the next year.



NOTICE FOR CHANGE OF SHIFT/STARTING TIMES

A minimum of 24 hours shall be given for any change to starting times.

By mutual agreement, a shift may change with minimal (less than award) notice.

CASUAL RATE

It is agreed, casual employees will receive the appropriate grade 1 rate, plus casual loading and one twelfth annual leave, for the first 3 months. Following this period the appropriate Grade 2 site rate of pay will apply.

(This clause does not apply to casual employees as at the time of signing this agreement)

TIME OFF IN LIEU OF OVERTIME

Where mutually agreed between the employer and the employee, time off in lieu of overtime may be utilised. The calculation will be based on the overtime formula as per the award.

MULTI-SKILLING

It is agreed between the parties to the introduction of multi-skilling and that employees shall perform tasks peripheral to their main functions.

This will only occur following appropriate training.

CASUAL HOURS

It is agreed casual employees may work a minimum of 4 hours per call in.

TRAINING ON SATURDAYS

Training may be conducted up to 5 days per year on a Saturday at ordinary rates. Such training shall not exceed 4 hours on any of these nominated days. This will be by mutual agreement with a minimum of 7 days notice.

ANNUAL LEAVE LOADING

Annual Leave Loading will be paid out in December of each year as a lump sum payment.

NEW TECHNOLOGY

It is agreed to the introduction of new technology following proper consultation and training.

UNION TIME

The Company will allow up to 1 hour paid time on Company premises, every 6 months for authorised TWU officials to conduct communication/education sessions with TWU members.

This will be conducted following agreement with management in relation to date and time.

Some rostering may be required of sessions so as not to disrupt the requirements of the business.

- This time may not be accrued
- This time will not be used in relation to industrial activity against the Company

HOURS OF WORK

Ordinary Hours

Ordinary hours may be worked Monday to Saturday.

- 152 ordinary hours per 28 day period (consecutive)
- Minimum of 7.6 hours per day
- Maximum of 9.6 hours per day
- maximum of 48 hours per week ordinary hours (38 ordinary hours paid)

Annual Leave/Sick Leave/Public Holidays/Other Leave = 7.6 hours.

Penalty Hours

In excess of 9.6 hours to a maximum of 11.6 hours = double time plus \$10.00 meal money.

No employee will work greater than 11.6 hours per day.

Any overtime over 152 ordinary hours worked will be paid at 1.5 for the first 30.4 hours. (7.6 hours x 4 days)

To reach 152 hours per period an employee may be required to work a 4 hour minimum (ordinary hours) per day once only per period.

Upon achieving 152 ordinary hours the employee can have time off (with pay) for the remainder of that period unless requested or accepting to work.

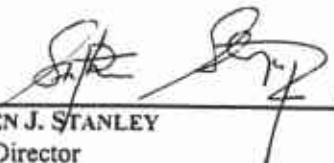
All overtime in excess of 9.6 hours up to 11.6 hours will be paid (double-time) in the week it is worked.

8. Wages will be increased to \$473.10 (Grade 3) per week payable upon this agreement being registered pursuant to Part 2 of the New South Wales Industrial Relations Act, 1996.
9. This Agreement shall operate from the date of registration up to the 31st December, 1997.



10. REVIEW

The Union shall not make or pursue any extra wage or other claims before 1 January, 1997 other than those in accordance with the Heads of Agreement between Mayne Nickless Transport Services Australia and the Transport Workers Union of Australia dated 4 September, 1995.




STEPHEN J. STANLEY
Group Director
Mayne Nickless Logistics



Date: 4-11-96

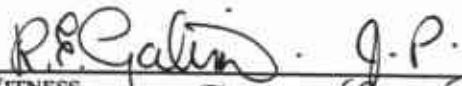


WITNESS



STATE SECRETARY
Transport Worker Union of Australia
New South Wales Branch

Date: 15 October 1996



WITNESS
Rosemary Elaine Galvin
Justice of The Peace