

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA97/127**

**TITLE: Mayne Nickless Logistics, Blackwoods Metals Warehouse Smithfield,  
Blackwoods Metals Warehouse Newcastle, A E Baker Metals  
Warehouse Blacktown Enterprise Agreement**

**I.R.C. NO: 97/3184**

**DATE APPROVED/COMMENCEMENT: 3 July 1997**

**TERM: 31 December 1998**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

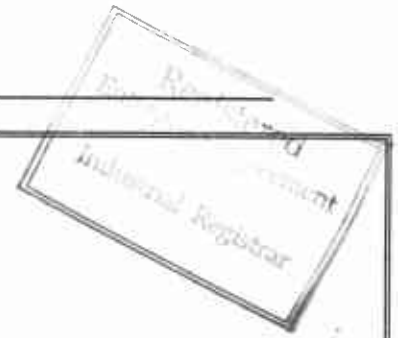
**NUMBER OF PAGES: 17**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: To apply to employees employed under the Storeman and Packers Bond and Free Stores (State) Award**

**PARTIES: Mayne Nickless Ltd in respect of Mayne Nickless Logistics -&- National Union of Workers, New South Wales Branch**





AN ENTERPRISE AGREEMENT

BETWEEN

**MAYNE NICKLESS LOGISTICS**

Operating at three (3) sites

**BLACKWOODS METALS WAREHOUSE NEWCASTLE  
BLACKWOODS METALS WAREHOUSE SMITHFIELD  
A E BAKER METALS WAREHOUSE BLACKTOWN**

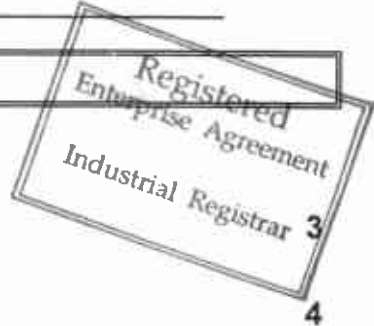
(a Logistic service of Mayne Nickless Limited)

(ACN: 004 073 410)

and

**THE NATIONAL UNION OF WORKERS  
NEW SOUTH WALES BRANCH**

16 May 1997



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**CLAUSE 1 - PREAMBLE**

The Company and the Union agree that any increase in wages and conditions can only result from a workplace reform process where increases in productivity and the efficiency of the enterprise can be measured.

It is agreed that Management, employees and the National Union Workers (NSW Branch) are to reach agreement on:

- The introduction of new working arrangements and practices to increase productivity and efficiency.
- Improving flexibility in the implementation of working arrangements arising from Award modernisation.

Improvements in productivity and efficiently recorded through these Arrangements must be genuine.



Also agreed by the Parties is the objective, that through the Enterprise Bargaining process, employee's quality of working life will be improved, as will job security and the over-all performance of all employees with the aim of improving the competitiveness of the business.

Greater job satisfaction will be achieved through continuous service improvement by developing employees skills to enhance productivity and advance career opportunities.

**CLAUSE 2 - TITLE**

This Agreement shall be known as the Mayne Nickless Logistics, (Blackwood Metals Warehouse Smithfield, Blackwoods Metals Warehouse Newcastle, A E Baker Metals Warehouse Blacktown) Agreement.

**CLAUSE 3 - SCOPE**

This Agreement binds:

- The Union signatory (NUW NSW Branch) to this Agreement and their members.
- Mayne Nickless Logistics in respect to it's employees employed under the Storeman and Packers Bond and Free Stores (State) Award.



**CLAUSE 4 - AWARD**

This Agreement shall be read in conjunction with the Storemans and Packers Bond and Free Stores (State) Award, as amended. To the extent that there is any inconsistency between the Award and this Agreement, this Agreement shall apply.

**CLAUSE 5 - ENTERPRISE AGREEMENT - STAGE 1 & 2\*\*\*\*\***

The parties agree efficiencies introduced as a result of the Enterprise Bargaining in Stages 1 & 2 in force since 19th September 1994 to 31st December 1996 respectively, have had a positive impact on business performance and will continue to operate unless improved on in this agreement.

The purpose of this clause is to reaffirm the commitment to the Enterprise Bargaining Stages 1 & 2 initiatives and both parties acknowledge the positive contribution of this existing agreement.

**CLAUSE 6 - Flexible Hours\*\*\*\*\***

The ordinary working hours, exclusive of meal times, all average 38 hours per week Monday to Friday, worked as follows:

The hours to be worked will be between the span of hours 0600hrs to 1800hrs.

The above spread of hours is conditioned upon the shift patterns outlined in Clause 7.

Any five consecutive working days may be worked (between Monday and Friday) as long as two consecutive days apply as the employees weekend. Provided, that alternative rostering arrangements may occur by mutual agreement between the employer and employee(s).

By mutual agreement between the employer and employee(s) Saturday premiums maybe altered and the spread of hours maybe extended by one hour either side to accommodate changes in the nature of the business



**CLAUSE 7 - SHIFT PATTERNS\*\*\*\*\***

The parties agree that the current shift patterns will enhance the efficiency of the Warehouse operation, as such, the following shifts will apply unless varied by the employer:

**Smithfield Shifts**

- Shift 1 - 0600 hrs to 1406 hrs
- Shift 2 - 1000 hrs to 1800 hrs
- Shift 3 - 1854 hrs to 0300 hrs

**Bakers Shifts**

- Shift 1 - 0600 hrs to 1406 hrs
- Shift 2 - 1230 hrs to 2036 hrs

**Newcastle Shifts**

- Shift 1 - 0630 hrs to 1436 hrs
- Shift 2 - 1200 hrs to 2006 hrs

The above shift pattern changes may apply by mutual agreement due to client needs or operational requirements.

Notwithstanding the above, any employee can be directed to change his/her start times, or change shifts between shifts 1 and 2 with 12 hours notice to ensure client requirements are maintained at all times.

This change can be on both a temporary or permanent basis where consultation occurs and no shift penalties or overtime penalties shall apply with respect to these changes.

**CLAUSE 8 - MEAL BREAKS**

The parties agree that all meal breaks, including crib breaks, will be inclusive of wash up time.

**CLAUSE 9 - OUTSIDE CASUAL HIRE**

The parties agree that the current level of Outside/Casual Hire charges is to be reduced by 30%. This will be achieved by better utilisation and increased efficiency of current employees.

The current levels of Outside/Casual Hire hours will then be monitored on a weekly basis so as to ensure the gains are realised.



**CLAUSE 10 - CASUAL EMPLOYMENT\*\*\*\*\***

The parties recognise that improvements in productivity will be realised with the introduction of 3 hour casual employees from the ratification of the Agreement.  
Note Existing casuals will not be effected.  
Casuals will be used as and when required to enhance customer service levels.

It is agreed the employer will solely determine when casuals work or cease to work, as part of servicing the Blackwoods contract.

**CLAUSE 11 - NIGHT SHIFT MANNING LEVELS**

The parties agree that through the continuation of shift patterns, productivity levels will be improved by better utilisation of staff and improved continuity of the work flow.

**CLAUSE 12 - PROBATIONARY PERIOD**

In order to enhance the recruitment process, the parties agree to a Probationary Period applying to employment. This will be for a period of three (3) months, commencing on engagement.

During this Probationary Period, the employees performance and suitability for the role will be assessed monthly. Performance Reviews will apply during this period.

**CLAUSE 13 - UNIFORMS\*\*\*\*\***

The parties agree that Uniforms will only be supplied after the satisfactory completion of an employees probationary period.

The wearing of uniforms, once issued, is compulsory.

Additionally all safety equipment supplied (ie vests, safety helmets etc) will now be deemed as a uniform.

Failure to wear all aspects of the supplied uniforms will result in disciplinary action as outlined in Clause 19 which could include termination.





**CLAUSE 14 - SICK LEAVE (ABSENTEEISM) \*\*\*\*\***

It is agreed that employees will endeavour to reduce absenteeism to the lowest possible level.

Naturally it is understood that people fall sick and are unable to attend work in accordance with doctor's advice.

However due to the high absentee record of the Howard Smith Warehouses, employees will be required to provide a medical certificate on each and every occasion that absence(s) due to sick leave occurs on a Monday or Friday, including any day(s) taken as sick leave that precede or precede Public Holidays or Annual leave

**CLAUSE 15 - TRAINING\*\*\*\*\***

The parties acknowledge and agree on the importance of training, both structured and 'on the job'.

To ensure that all employees are trained to achieve their potential, the parties agree on the following:

- All employees will impart their knowledge and skills to other employees during their normal course of employment.
- Employees agree to rotate within the warehouse to facilitate skill acquisition.
- All employees agree to undertake Company and/or Client training courses, including one (1) Saturday per year.

It is agreed that the company can conduct at least one (1) training course on one (1) Saturday in each year during the term of the agreement. This day will be paid at normal time for the first 8 hours.

Further site specific training shall be provided to enhance and further develop the knowledge and skills of all employees. This training would include:

- Crane operating procedures (including pre-test assessments)
- Cutting techniques

The end goal from this process is the formulation of a skills matrix to enable betterment of personnel and the ability to generate a career path structure from this matrix.

As part of the focus in the area of employee safety additional training in the areas of first aid and associated courses may be held offsite. Those courses will be held in normal working hours and as such will be paid at normal time.

Subject to extenuating circumstances, additional training which has been discussed with employees will be paid for at ordinary time.



**CLAUSE 16 - KEY PERFORMANCE INDICATORS (KPI)**

The parties agree that improvements to Key Performance Indicators (listed below) are essential to the on-going success of the Blackwood Metals Warehouse Contract and AE Bakers and Blackwoods Newcastle.

As such, the Site Consultative Committee will implement productivity improvement initiatives to achieve a reduction/improvement by a margin of:

	<u>Target</u>
* Inventory Record Accuracy	100%
* Picking Errors	NIL
* Damaged Products	NIL
* Damaged Equipment	NIL
* Order picking productivity per shift/per day	100%
* Absenteeism	2%

**CLAUSE 17 - ANNUAL LEAVE**

The parties agree to implement an Annual Leave Roster, this system will call for employees to nominate when they wish to proceed on Annual leave, the employee would also be required to give alternative dates.

The introduction of Rostered Annual Leave will reduce the need for Outside/Casual hire employees as well as provide a more stable level of resources.

The Company will call for Annual Leave dates on a yearly basis. Notwithstanding the statements in this clause, leave may be granted to employee where extenuating circumstances exist that make the leave inconsistent with the roster.

**CLAUSE 18 - MULTI-SKILLING**

It is agreed that all employees, as and when directed by the Company, will make themselves available to work in any section/s to gain experience in performing all tasks and functions associated with Company Operational Activities.

Employees will undertake any necessary training to facilitate the skill enhancement associated with Multi-skilling.

This clause allows for extenuating circumstances where due to medical issues, the employee may be unable to perform certain duties.

## CLAUSE 19 - CODE OF CONDUCT

The following Codes of Conduct have been designed to ensure all employees understand their obligation / responsibilities with regard to Acts of Dishonesty, Company Policy and General Discipline.

### a) *General*

All employees including management are required to:

- (i) Treat customers and colleagues with honesty, courtesy and respect.
- (ii) Effectively perform their duties in line with business objectives, awards / agreements policies, rules and procedures.
- (iii) Work in a Safe and Healthy manner.
- (iv) Attend work when required and report absences immediately.

### b) *Acts of Dishonesty*

The following examples are listed as a guide to ensure that all employees clearly understand that such acts are dismissible offences.

- (i) Proven cases of theft and Pilferage (stealing).
- (ii) Falsifying of documents so as to achieve a benefit one is not entitled to (wages / time sheets etc.).
- (iii) Clocking off or on Bundy cards other than the Bundy card displaying the employees own payroll number.
- (iv) Any form of proven malicious violence towards:

- Company property
- Customers and / or their property
- Any member of the public and / or their property
- A fellow employee / s

Above relates to during working hours and on Company or clients property, however, it does not prevent employees using self defence to defend themselves.

- (v) Refusal to follow or carry out a Lawful and Reasonable request / directive given by a Supervisor, Fleet Controller, Managers.
- (vi) The use of, or being affected by or in possession of illegal drugs and / or substances in Company time, on Company property.



The use of prescription drugs which may affect any employee's performance must be brought to the attention of the employee/s supervisor or manager. Such information will be deemed confidential.

- (vii) Consumption of alcohol during working hours.

The above list is not exhaustive and employees should take care and avoid placing themselves in such a situation.

**c) Misconduct**

The following list represents a guide for employees to ensure they understand that such misconduct can lead to Disciplinary Action being taken against an employee:

- i. Driving any vehicle in the yard/warehouse complex at excessive speed.
- ii. Mishandling (throwing, kicking) thereby causing damage to customer and/or company products/property.
- iii. Not approaching or treating employees in a reasonable and civil manner.
- iv. Failing to notify the Company via a Supervisor, when arriving later than normal starting time (within one (1) hour).
- v. Unacceptable attendance, continual lateness, patterned absences, failure to notify the Company via a Supervisor, for a pending absence (prior to rostered start time).
- vi. Failure to wear Company uniform or safety equipment while representing the Company whilst effecting pick-ups and deliveries.
- vii. Failure to be Free from the Influence of Alcohol when reporting to work.
- viii. Failure to work in a Safe and healthy manner.
- ix. Failure to comply with Operating Procedures which may lead to injury/damage to property/person.

The above list is not exhaustive and employees should take care and avoid placing themselves in such a situation.

**d) General Conduct**

In cases of serious misconduct, the employee may be given a verbal warning, a written warning, or dismissed depending on the following criteria:

- (i) Circumstances and work relevance of the misconduct.
- (ii) Seriousness of the misconduct.
- (iii) Employee's explanation of his / her conduct.
- (iv) Employee's past conduct and personal situation.

**Note 1:**

At the discretion of the Company, an employee involved in Misconduct (other than Acts of Dishonesty) may be stood aside on normal pay pending a full investigation.

Note 2:

Letters of Warning for Misconduct (other than Acts of Dishonesty) will remain on an employee's file as follows:

- First - 12 months
  - Second - 12 months
  - Third and Final - 18 months
- These will run concurrently.

Note 3:

The employee shall have the right to have a witness of their choice present during all the above steps

Notwithstanding anything contained in this Code of Conduct, the employee has the right to have a Union official and / or delegate present during any of the steps outlined in this clause

(Note 2 above) and the employee will be given the option to sign such letters of warning to confirm he / she understands their content.

## **CLAUSE 20 - CONSULTATIVE PROCESS**

The parties agree that a Consultative approach to workplace change programs will apply. The Site Consultative Committee will meet on a regular basis to monitor the effectiveness of the Enterprise Agreement and identify any new areas of workplace activity that can be improved to enhance productivity, customer service and job satisfaction.

## **CLAUSE 21 - DISPUTE PROCEDURE**

The commitment by the parties to this process represents a joint recognition that the dispute avoidance and settlement procedure is a key feature of the Enterprise Bargaining Agreements.

The following procedure represents the joint commitment by the parties to the EBA process to ensuring, through a defined consultative process, all matters of concern to the parties can be resolved so that the interests of all those affected, including clients, are protected from disruption and the value of the productivity and efficiency improvement benefits provided by the EBA is sustained. The process emphasises the need for local management and union officials to expedite the effective resolution of issues as they arise.



## Dispute 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

## Disputes 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 24 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 secretary of the NUW.
- Stage 4: After Stage 3, there is a further 24 hour 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 NUW.
- Stage 6: After Stage 5 is completed there is a further 24 hour cooling off period where the status quo is required.
- Stage 7: During Stage 6, the matter maybe referred to the IRC. Both parties understand that the IRC's decision reflects the last stage in this process.

## VARIATIONS



- Safety issues will be dealt with as determined by OH&S Committee or the State OH&S bodies in accordance with the correct procedure.

**STATUS QUO**

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 State level of the IRC with no commitment given

**CLAUSE 22 - TECHNOLOGY CHANGES**

The parties agree that the introduction of new Technology to Warehouse Operations will improve the work flow and thus enhance productivity and efficiency levels.

The Company will undertake any training programs necessary as a result of new technology.

**CLAUSE 23 - QUALITY ASSURANCE**

The parties are committed to the processes involved in being Accredited with Australian Standards Quality Assurance certification.

**CLAUSE 24 - NO FURTHER CLAIMS**

The Union undertakes that there shall be no further wage increases during the life of this Agreement.

Wage rates paid pursuant to this Agreement are inclusive of State Wage Case determinations for the life of this Agreement. (From Ratification to the expiry of this Agreement).

**CLAUSE 25 - RATES OF PAY\*\*\*\*\***

It is agreed that this EBA reflects an overall increase in stage 3 of 10%, making a total increase over Stages 1, 2 & 3 of 25% above the hourly rate previously set by the award. This rate is to apply for the life of this agreement, From Ratification to the expiry of this Agreement.

The outstanding 10% to be paid as follows:

From Ratification: 3%

31th December 1997: 3%

30<sup>st</sup> June 1998: 4%

*Note: This increase is inclusive of an allowance for dust.*



#### CLAUSE 26 - MANAGEMENT OPERATIONAL ASSISTANCE (MOA)

It is agreed by both parties, that MOA will be permitted within the Agreement where circumstances are such that the situation is deemed to be an emergency. ie. Life threatening situations.

#### CLAUSE 27 - TERM OF AGREEMENT\*\*\*\*\*

This agreement comes into effect from the date of registration and shall remain in force until the 31 December 1998.

The parties undertake to commence discussions six (6) months prior to the expiration of the agreement, however, this agreement will continue in force until replaced by a new agreement

#### CLAUSE 28 - SUBSTITUTION OF ADDITIONAL PUBLIC HOLIDAY\*\*\*\*\*

To ensure flexibility and to allow mutual arrangements between the employer and employee(s), the following arrangements will be implemented:-

Union Picnic Day provided for under the parent award maybe substituted for another day off by agreement between the employer and the employee(s) to be taken adjacent to a period of annual leave or at another time to suit the needs of the business.

#### CLAUSE 29 - STOCKTAKES\*\*\*\*\*

As part of our contractual relationship with the Howard Smith Group Mayne Nickless are required to perform two stocktakes each year on the facilities we manage

The stocktakes take place predominantly on weekends to avoid any detrimental effect on trading.

In line with this agreement Mayne Nickless may be required to supply various levels of personnel to partake in the stocktake process.





Mayne Nickless employees involved with weekend work relating to stocktakes will be paid as per the Award.

*Note: No more than two stocktakes will be carried out each calendar year.*

**CLAUSE 30 - TIME OFF IN LIEU\*\*\*\*\***

By mutual agreement, employees may in lieu of receiving payment for overtime, take time off in lieu of overtime, such time off to be taken at ordinary time, that is, one hour for each hour worked.

**CLAUSE 31 - LABOUR PORTABILITY\*\*\*\*\***

1. A fundamental discipline of the Company's business is the ability to effectively utilise its resources, including employees and equipment.
2. Customer requirements vary on a day to day basis, and such the Company must respond accordingly.
3. The parties have agreed that in order for the Company to respond to customer requirements it must have the flexibility to move both labour and equipment to match these requirements.
4. As such, where work volumes dictate, all employees following consultation will be portable from one section/location within the company from the existing Howard Smith sites.
5. Consideration will be given to the employees qualifications, capabilities and specific product knowledge.

**CLAUSE 32 - HOUSEKEEPING AND MAINTENANCE\*\*\*\*\***

It is agreed all employees, including management will be responsible for ensuring their work environment is maintained in a clean and tidy state.

Further the company may request employees under take general cleaning/loading/housekeeping duties as and when the need arises.

This may also involve Occupational Health and Safety issues.



Dated ..... *19 May 1997* .....

Signed for and on behalf of  
Mayne Nickless Logistics

Signed: *[Signature]*  
General Manager  
Building Channel Services

Signed: *[Signature]*  
In the presence of

Signed for and on behalf of The National  
Union of Workers New South Wales Branch

Signed: *[Signature]*  
Mr Frank Belan  
State Secretary

Signed: *[Signature]*  
In the presence of