

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/229

TITLE: Mayne Logistics & NUW Wyong Warehouse Enterprise Agreement 2001

I.R.C. NO: IRC02/2373

DATE APPROVED/COMMENCEMENT: 29 May 2002

TERM: 29 May 2004

NEW AGREEMENT OR VARIATION: Variation Replaces EA99/131

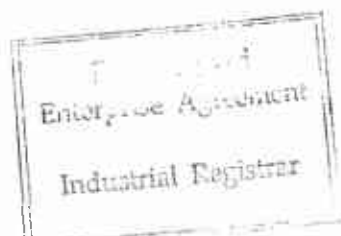
GAZETTAL REFERENCE: 19 July 2002

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees of the Mayne Group Limited trading as Mayne Logistics at its Wyong site engaged in or in connection with providing warehouse services in accordance with the Storemen and Packers Bond and Free Stores (State) Award.

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



MAYNE LOGISTICS & NUW - (WYONG WAREHOUSE)

ENTERPRISE AGREEMENT 2001

1.0 TITLE

This Agreement shall be referred to as the Mayne Logistics & NUW - Wyong Warehouse, Enterprise Agreement 2001.

2.0 ARRANGEMENT

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3.0 PARTIES BOUND

This agreement shall be binding on

(A) Mayne Group Limited T/as Mayne Logistics (the employer) at the Wyong site – 3 Sanitarium Drive, Wyong NSW 2259.

(B) National Union of Workers, New South Wales Branch (the Union).

4.0 COVERAGE OF AGREEMENT

This Agreement applies to all employees of the employer engaged in or in connection with providing warehouse services in accordance with the Storeman & Packers Bond and Free Stores Award.

5.0 PERIOD OF OPERATION

1. This agreement shall operate on and from the first full pay period starting 12/10/2001 and shall remain in force until 12/10/2003. 29/5/02
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.

6.0 RELATIONSHIP TO PARENT AWARD

- 6.1 This Enterprise Agreement shall be read in conjunction with the Storeman & Packers Bond & Free Stores (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 certified Agreement.

7.0 NO EXTRA CLAIMS

The union and its members undertakes that there shall be no further money increases for the life of this Agreement, including increases provided by a (State) Wage Case decision. It is agreed that Award Allowances will increase in line with Award increases, subject to the provisions contained in paragraph 32 of this agreement.



8.0 PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES

The disputes procedure in the Award will be used.

9.0 DURESS

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

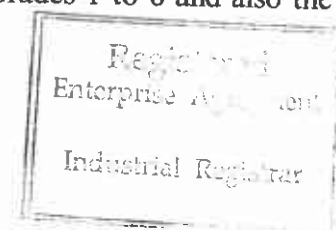
10.0 WAGES

Subject to this Enterprise Agreement the following Hourly Base Wage rates shall apply:-

Grade	Rate @ 12th October 1999	Rate @ 12th October 2000	Rate @ 12 th October 2001	Rate @ 12th October 2002
1	12.6861	13.1301	13.5897	14.1333
2	13.3538	13.8212	14.3049	14.8771
3	14.1342	14.6289	15.1409	15.7465
4	14.6998	15.2143	15.7468	16.3767
5	15.4017	15.9408	16.4987	17.1586
6	15.9962	16.5561	16.5561	17.2183
Shuttle	15.1253	15.6547	16.2026	16.8507

The above mentioned base rates of pay will apply from the first full pay period starting on 12/10/2001 and shall remain in force until 12/10/2003. These Wage increases are in recognition of initiatives adopted in this Agreement.

Appendix B contains the hourly pay rates, including penalty rates, for Grades 1 to 6 and also the hourly pay rates for casual employees.



11.0 DRUG AND ALCOHOL PROCEDURE

The Parties agree to work together to develop a Drug and Alcohol Procedure, which will allow the site to handle matters of this nature in a sensitive and appropriate manner.

This will involve input from a selected committee and site management, the NUW and Mayne Logistics Human Resources Department.

12.0 SECURITY PROCEDURE

The Parties agree to work together to formulate a Security Procedure which will ensure protection of the premises, customer's stock and employee's property.

As part of the agreed security procedures, cameras will be installed at the site. The following important points relate to the camera installation:

- All cameras are installed in overt locations as per legislative requirements.
- Signs will be placed at the entry to indicate that the cameras are in use.
- Images from the cameras are recorded on a continuous basis.
- Mayne Logistic employees monitor images.
- The cameras will not be used to monitor productivity.

13.0 REDUCTION OF ERRORS

The Parties will work towards reducing the number of Order Picking errors and Aisle/Cycle Count errors.

These errors will be reduced from their present level, without adversely affecting productivity.

14.0 AFTERNOON TEA BREAK

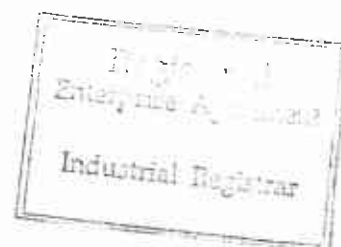
The Parties agree that the afternoon tea break may be scheduled at different times provided:

- a) There is mutual agreement;
- b) Individual employees must be given one month's notice to management, of their intention to move the afternoon tea break.

As previously agreed, the afternoon and morning tea breaks are of 10 minutes duration.

It is agreed that the people working in the Direct to Store (DTS) area will be entitled to a second "walk" break, similar to the one they take between the morning tea break and the lunch break. The following conditions will apply:

- 1) The break excludes:
 - a) Anyone who is working in Retail and Food Services (RFS), Transit, Raws, Export or driving the shuttle truck.
 - b) Anyone performing the replenishment functions in DTS.
 - c) Anyone performing cycle counts or Aisle counts in DTS
 - d) Anyone sorting out returns in DTS
 - e) Anyone invoicing cartons in DTS
- 2) The break will only be given if those on the picking line are required to pick from the end of their lunch break to the end of the shift.
- 3) The time at which the break will be taken will be agreed upon and co-ordinated by the DTS supervisor and those entitled to the break.
- 4) The break will not be used for the purpose of having a cup of coffee, tea or a cigarette.



15.0 ANNUALISED SALARIES

The Parties agree to explore the concept of annualised salaries, should the implementation of such, provide greater competitiveness and /or the ability to provide greater customer service.

16.0 HOURS OF WORK

By employee choice and where practicable for the business, 152 hours over a 4 week (28 day) period may be rostered to suit the business. The hours must be accrued before time can be taken off, which must be taken off within the 4 week cycle and cannot be changed during the cycle.

Overtime whenever possible will be spread evenly amongst permanent employees.

17.0 CONSULTATIVE COMMITTEE

The parties agree that a Consultative Committee will continue to raise, discuss and implement any ideas that will increase efficiency and productivity.

18.0 PAYMENT OF WAGES

Wages shall be paid by Electronic Funds Transfer on Wednesday of each week. Provided, that where Public Holidays preclude this, the employer may pay wages on Thursday without penalty.

19.0 SPREAD OF HOURS

Increase in the spread of hours to provide for a 6.00 am start. Spread of hours 6 am – 5.30 pm.

It is agreed that by mutual agreement with individual employees, the spread of hours may be widened to allow for a 5.00 am start.

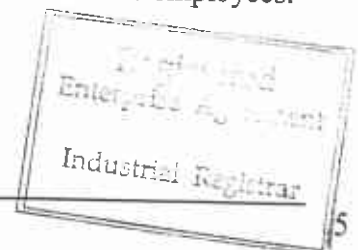
This clause does not apply to employees working a permanent early morning shift, and will not exceed 5 days per 4 week period.

20.0 TIME IN LIEU OF OVERTIME

Where mutually agreed, employees may take time off in lieu of being paid overtime. The calculation shall be based on accrued paid hours worked, not actual hours worked. That is one hour at time and a half equals 1.5 hours to be taken in lieu.

21.0 LAUNDERING UNIFORMS

The parties agree that the responsibility for laundering uniforms shall rest with the employees.



22.0 LABOUR SHEETS

The parties agree to the computerisation of labour sheets.

23.0 ROSTERED DAY'S OFF (RDO'S)

By mutual agreement, 2 weeks notice will be given for the taking of RDO's, unless it is arranged otherwise by mutual agreement.

24.0 SECRET BALLOTS

It is agreed that employees may elect to vote on important issues by way of a secret ballot.

25.0 KEY PERFORMANCE INDICATORS

It is agreed between the Parties that there will be a collection of data to help establish a format for accurate Key Performance Indicators, by recording the allocation of labour hours (by department not individual) to key activities within each department on a weekly basis. This process will assist in establishing Best Practice and for providing future productivity related gain sharing. The above mentioned process is not designed to and will not, without the agreement of the Union, act as a device to facilitate or in any way encourage the establishment of engineering standards, requiring individual employee's assessment.

26.0 MULTI-SKILLING

The parties agree to the performance of a wider range of duties involving all warehouse and associated functions where adequate training has been provided.

27.0 QUALITY CONTROL

Where practicable, Mayne Logistics employees will perform quality control sampling.

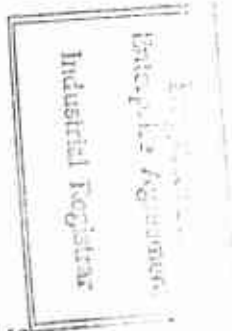
28.0 CHANGE OF SHIFT

By mutual agreement a minimum of 24 hours notice may be given for any change of shift.

29.0 PART TIME EMPLOYMENT

Implementation of permanent part time employment to exist together with permanent and casual employment.

Where Mayne Logistics, Wyong, NSW is willing to employ a person part time (and the offer of employment is accepted on that basis), then such a person may be employed as a part time employee and be paid on a pro-rata basis of the weekly rate prescribed for the classification involved.



The rate shall be equal to the appropriate weekly rate, divided by 38 and multiplied by the number of ordinary hours worked.

A permanent part time employee shall be allowed to work up to a maximum of 32 ordinary hours per week and shall not work less than 16 hours per week.

30.0 CASUAL EMPLOYMENT

The Company commits to pay casual employees engaged through an Agency at the casual EBA rates of pay applicable to their grade.

31.0 ANTI-DISCRIMINATION

31.1 It is the intention of the parties to this Agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age Paragraph 2 only applies where the Agreement contains a dispute resolution procedure.

31.2 It follows that in fulfilling their obligations under the dispute resolution procedure set out in this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.

31.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

31.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

31.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

32.0

ALLOWANCES

A combined allowance payment of \$12.00 per week (fixed for the term of this agreement) will be payable in lieu of all allowances set out in the Storeman & Packers Bond & Free Stores Award but not including Meal Allowance, Leading Hand Allowance and First Aid Allowance which will be paid at the Award rate.

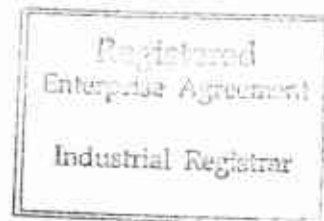
Employees are not eligible for allowances which are not included in this agreement.

The above payment to have the operative date of 12/10/2001.

33.0

GRADING STRUCTURE.

The parties agree to adhere to the terms of the grading structure as set out in Appendix 1.



Signatures

Signed for and on behalf of



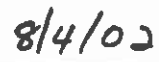
Senior Manager
Mayne Group Limited
Trading as Mayne Logistics



Date




Witness

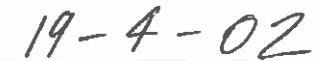


Date


Signed for and on behalf of:



State Secretary
National Union of Workers
New South Wales Branch



Date



David Mehan
National Union of Workers – NSW Branch



Date



APPENDIX 1.

GRADING STRUCTURE.

See separate document entitled Grading Structure – Wyong EBA.



Appendix B

Mayne Logistics Rates of Pay

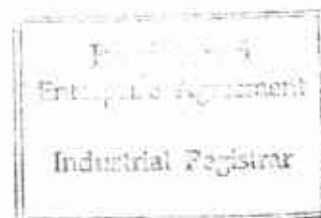
Effective Date 12.10.2002

Permanent Employees

Grade	Ordinary Time	Afternoon Shift	Night Shift	T1/2	DT	DT+1/2	Treble
1	14.1333	17.6666	18.3733	21.1999	28.2666	35.3332	42.3999
2	14.8771	18.5964	19.3402	22.3156	29.7542	37.1927	44.6313
3	15.7465	19.6832	20.4705	23.6198	31.4931	39.3663	47.2396
4	16.3767	20.4708	21.2897	24.5650	32.7533	40.9417	49.1300
5	17.1586	21.4483	22.3062	25.7380	34.3173	42.8966	51.4759
6	17.2183	21.5229	22.3838	25.8275	34.4367	43.0459	51.6550
Shuttle	16.8507	21.0634	21.9059	25.2761	33.7014	42.1268	50.5521

Casual Employees

Grade	Ordinary Time	Afternoon Shift	Night Shift	T1/2	DT	DT+1/2	Treble
1	17.6077	22.0096	22.8900	24.3799	32.5066	40.6332	48.7598
2	18.5344	23.1680	24.0947	25.6630	34.2173	42.7717	51.3260
3	19.6176	24.5219	25.5028	27.1628	36.2170	45.2713	54.3255
4	20.4026	25.5032	26.5234	28.2498	37.6663	47.0829	56.4995
5	21.3768	26.7210	27.7899	29.5987	39.4649	49.3311	59.1973
6	21.4512	26.8140	27.8865	29.7016	39.6022	49.5027	59.4033
Shuttle	20.9932	26.2415	27.2911	29.0675	38.7566	48.4458	58.1349



Appendix B

Mayne Logistics Rates of Pay

Effective Date 12.10.2001

Permanent Employees

Grade	Ordinary Time	Afternoon Shift	Night Shift	T1/2	DT	DT+1/2	Treble
1	13.5897	16.9871	17.6666	20.3846	27.1794	33.9743	40.7691
2	14.3049	17.8811	18.5964	21.4574	28.6098	35.7623	42.9147
3	15.1409	18.9261	19.6832	22.7114	30.2818	37.8523	45.4227
4	15.7468	19.6835	20.4708	23.6202	31.4936	39.3670	47.2404
5	16.4987	20.6234	21.4483	24.7481	32.9974	41.2468	49.4961
6	16.5561	20.6951	21.5229	24.8342	33.1122	41.3903	49.6683
Shuttle	16.2026	20.2533	21.0634	24.3039	32.4052	40.5065	48.6078

Casual Employees

Grade	Ordinary Time	Afternoon Shift	Night Shift	T1/2	DT	DT+1/2	Treble
1	16.9305	21.1631	22.0096	23.4422	31.2563	39.0704	46.8845
2	17.8215	22.2769	23.1680	24.6760	32.9013	41.1266	49.3519
3	18.8630	23.5788	24.5219	26.1181	34.8241	43.5301	52.2361
4	19.6179	24.5224	25.5032	27.1632	36.2176	45.2721	54.3265
5	20.5546	25.6933	26.7210	28.4603	37.9470	47.4338	56.9205
6	20.6261	25.7827	26.8140	28.5593	38.0790	47.5988	57.1185
Shuttle	20.1857	25.2322	26.2415	27.9495	37.2660	46.5825	55.8990

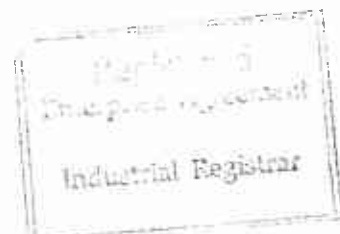


Mayne Logistics Grading Structure

Storeman & Packer Grade 1

A Storeman and Packer Grade 1 shall mean an employee who has no previous experience as a storeperson and performs work to the level of their training (skills learned and utilised) and:

- Undertakes duties in a safe and responsible manner.
- Is responsible for the quality of their own work (subject to instructions and directions)
- Works under direct supervision.
- Exercises discretion within their level of skills and training.
- Indicative of the tasks which an employee at this level may be required to perform include the following:
 - General labouring, cleaning duties and related work.
 - Co Packing functions, which includes but is not restricted to, repetitive packing, relabelling of goods.
 - Satisfying internal customer needs
 - Use of a hand trolleys and pallet trucks
 - Basic inventory control ie checking, counting, sorting and documenting of products, materials and components.
- Is undertaking familiarisation/induction training relevant to the site
- Posses good interpersonal and communication skills.
- A Grade 1 is paid at the Grade 1 rate shown in the EBA. This rate is 5% less than the rate for a Grade 2.



Storeman and Packer Grade 2

A Storeman and Packer Grade 2 shall mean an employee who has no previous experience as a storeperson and performs work to the level of their training (skills learned and utilised) and;

- Undertakes duties in a safe and responsible manner.
- Is responsible for the quality of their own work (subject to instructions and direction).
- Works under routine supervision.
- Exercises discretion within their level of skills and training.
- Indicative of the tasks which an employee at this level may be required to perform include the following:
 - General labouring, cleaning duties and related work.
 - Operation of a keyboard to carry out stores work (for training purposes)
 - Co – packing functions
 - Order assembly, including picking stock (for training purposes).
 - Stuffing and de-stuffing containers.
 - Satisfying internal customer needs.
 - Use of hand trolleys, pallet trucks.
 - Basic inventory control ie. checking, counting, sorting and documenting of products, materials and components.
- Is undertaking familiarisation/induction training relevant to the site.
- Possesses good interpersonal and communications skills.



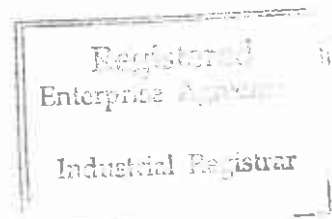
Storeman and Packer Grade 3

A storeman and Packer Grade 3 shall mean an employee, who in addition to performing the duties of a Grade 2 Storeman and Packer :

- Has performed a minimum three months service as a Grade 2 Storeman and Packer.
- May be required to use, for training purposes, materials handling equipment eg. Forklifts, pallet movers which requires licensing/certification (on a log book).
- Able to perform order assembly in one area of the warehouse only.
- Is being trained in other areas of the warehouse.
- Be able to use the necessary VDU or RFT equipment for transactions and the use of some discretion and simple data entry.
- May be required to assist in the development of a Grade 2 Storeman and Packer.
- Be able to carry out cycle and aisle counts.

Promotional Criteria.

- An employee will be promoted to this level after spending three months as a Grade 2 Storeman and Packer.
- Demonstrates regular and timely attendance.



Storeman and Packer Grade 4

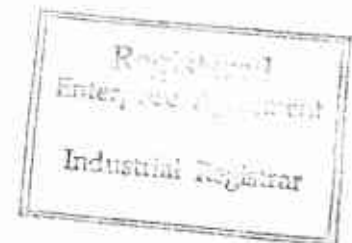
A Storeman and Packer Grade 4 shall mean an employee, who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in more than one area of the site in addition to the work of the lower grades. An employee at this level performs work to the level of their training (skills learned and utilised) and is:

- Able to work from complex instructions and procedures.
- Able to co-ordinate work in a team environment under general supervision.
- Responsible for assuring the quality of their own work.
- Possesses sound interpersonal and communication skills.
- May be required to assist in the development of a Grade 3 Storeman and Packer.
- Is licensed and/or certified to operate all appropriate materials handling equipment, eg, forklifts (but not Stock-picker) and is able to perform all tasks associated with this level unsupervised and work flexibly in more than one area of the site.
- May be required to undertake inventory and store control.

Promotional Criteria

An employee will move to this grade once they can:

- Obtain a forklift licence.
- Adequately perform required functions in more than one area of the warehouse, such as order assembly and forklift functions in RFS, DTS Raws or the Transit areas.
- Demonstrates regular and timely attendance.
- The opportunity to be considered to undertake training so as to move to this grade will be offered to the senior employee's first.



Storeman and Packer Grade 5

A Storeman and Packer Grade 5 shall mean an employee who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer to perform certain special tasks.

An employee appointed in this capacity performs work to the level of their training and skills (learned and utilised) and:

- Understands and is responsible for their own quality control.
- Possesses a sound level of interpersonal and communication skills.
- Has a sound working knowledge of all duties performed at levels below this grade, exercises discretion within the scope of this grade and has a good knowledge of the employer's product.
- May be required to assist in the development of a Grade 4 Storeman and Packer as well as other grades.
- May perform work requiring minimal supervision, either individually or in a team environment.
- May assist in the planning of annual leave rosters or rostered days off except by consultation with the employer and employees to ensure an orderly overview of work cover.
- May give advice to the employer or other staff to assist with the above but only to the extent to ensuring good order, work flow and team work, delivering results.
- Shall not breach the confidence of the employer or the employees
- Shall be able to perform the following functions:
 - Load planning (AM & PM shifts) in the Transit or DTS areas and the associated paperwork functions eg. Manifests, Chep documentation.
 - Receipt and booking of stock on the computer control system in the Transit area.

Promotional Criteria

- An employee will move to this level on the basis of the following:
 - Business needs as determined by vacancies.
 - Has demonstrated regular and timely attendance.
 - Sustained performance levels.
 - Appointed on merit/skills. Where all things are equal, seniority will be considered.
 - Has had at least 12 months working as a Grade 4 Storeman and Packer.
 - Complies to company standards.
- The number of Grade 5's will be determined by business needs.



- Grade 5 wages will only be paid when a person is performing all functions of a Grade 5 on a full time basis, such as when replacing a Grade 5 who is on leave.
- People being trained as a Grade 5 will remain on Grade 4 wages.

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Storeman and Packer Grade 6

A Storeman and Packer Grade 6 shall mean an employee who has undertaken stores work of all the lower grades and may be required to perform the following in addition to the work performed by other grades:

- Implement advanced quality control techniques and procedures.
- Utilise highly developed level of interpersonal and communication skills.
- Co-ordinates and achieves business KPI's.
- Assisting in the provision of on the job training and standards.
- Is a Grade 5 who can perform load planning and the associated paperwork functions in both the Transit area (AM & PM shifts) and DTS, as well as the receipt and booking in of stock on the computer control system.

Promotional Criteria

- An employee will move to this level on the basis of the following:
 - Business needs as determined by vacancies.
 - Has demonstrated regular and timely attendance.
 - Sustained performance levels.
 - Appointed on merit/skills. Where all things are equal, seniority will be considered.
 - Complies to company standards.



Leading Hand

- This section is remunerated by an allowance.
- A leading hand shall be appointed by the employer to assist in the good order of work flow in an operating area by:
 - Receiving instructions and allocating the work flow to employees.
 - Determining shortages in labour or material or equipment failures and bringing any deficiencies to the employer for consideration.
- May assist, subject to employer direction, in the planning of annual leave rosters or rostered days, but only to the extent of ensuring good order, work flow and team work.
- Shall give advice to the employer or other staff to assist with each of the above but only with the extent to ensuring good order, work flow and team work.
- Shall not breach the confidence of the employer or the employees.
- Is appointed on merit and skills taking into account the following factors:
 - Clerical aptitude.
 - Work performance competence
 - Demonstrates regular and timely attendance
 - Attention to detail.
 - General attitude to company standards
 - Training and education
 - Seniority will be taken into consideration.

