

# ENTERPRISE AGREEMENT

NO: E.A. 328 /1995

DATE REGISTERED: 20-9-95

PRICE: \$ 10-00

AGREEMENT NO                      OF 1995  
(FILED WITH THE INDUSTRIAL REGISTRAR  
THIS                      DAY OF                      1995)

ENTERPRISE AGREEMENT

1. This Agreement is made between Online Distribution Services of 11-15 Berry Street, Granville, NSW, a distribution service of Mayne Nickless Limited ACN 004 073 410 and the Transport Workers' Union of Australia, New South Wales Branch and the National Union of Workers, New South Wales Branch and shall be known as the Online Distribution Services (Granville) Enterprise Agreement.
2. This Agreement applies to all Warehouse and Customer Service Operator employees engaged in the warehousing and distribution operations of Online Distribution Services at its Granville activity which is located at 11-15 Berry Street, Granville, 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 condition contained in the Transport Industry (Interim State) Award or the Storeman and Packers Bond and Free Stores (State) Award.

All other terms and conditions of employment shall be as provided in the relevant (State) Award.

5. All parties agree to abide by the following guidelines in the resolution of any grievance. These guidelines are:
  - a) any contentious matter/issue will be discussed at the enterprise level between the individual and management or the job delegate(s) and management. Grievances will be responded to as soon as practicable;
  - b) if these discussions do not resolve the dispute then the local organiser will become involved;
  - c) if this still does not lead to resolution of outstanding matters, then officers from the Union(s) and the Company shall become involved;
  - d) it is agreed that the status quo will remain and no industrial action will occur whilst the dispute settlement procedure is being followed;
  - e) application to the NSW Industrial Relations Commission for assistance will occur only after the grievance procedure has been exhausted.



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6. It is agreed that specific 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 and management and Union(s) for immediate implementation:

a) The parties to this Agreement agree that Customer Service Operators shall be trained in and shall carry out the functions of:

- Raising Request for Credit (RFC) forms.
- Raising Request for Debit (RFD) forms.
- Contacting and advising Online of picking errors by way of telecommunication.
- Contacting and advising suppliers of Telesales/Custom Phone errors by way of telecommunication.
- Reconciling and depositing suppliers' funds into the correct banking institution and financially responsible for all cash collection.
- Physical count of stock contained in each order prior to completion of delivery at the retail outlet.

b) Onboard Technology

In addition to the parties acceptance of Onboard Technology, the parties to this Agreement agree that Customer Service Operators shall continue to be trained and shall operate on an ongoing basis the use of Portable Data Entry Terminals (PDET's) including sourcing and transmitting data.

c) Casual Employment

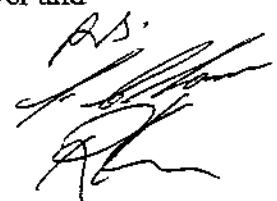
Casual employees employed under the terms and conditions of the Transport Industry State Award shall be paid a minimum of four (4) hours worked for each start.

d) Multi Skilling

The parties agree to the performance of a wider range of duties involving all Warehouse, Customer Service Operators (CSO's) and associated Clerical functions.

e) Annual Leave

The parties to this Agreement agree that Annual Leave is to be taken in any combination by mutual agreement between Employer and Employee to allow for more flexibility.



f) Rostered Days Off (RDO's)

The parties to this Agreement agree to the provision of 24 hours notice by the Employer or at the request of the Employee RDO's may be deferred and taken at a mutually agreed time.

g) Housekeeping

The parties to this Agreement agree that all Customer Service Operators and Warehouse personnel shall participate and conform with Online Distribution Services Housekeeping Policy relating to the internal and external parameters of both the Distribution Centre and Customer Service Operator vehicles.

8. A 7.0% wage increase will be made upon this Enterprise Agreement being registered pursuant to Section 117 of the New South Wales Industrial Relations Act 1991. This payment will be made on the Award rate and common over Award payment of \$7.00 for those employees covered under the Transport Industry (Interim State) Award, and \$8.00 for those employees covered by the Storeman and Packers Bond and Free Stores (State) Award.

9. This Agreement shall operate from the date of registration and expire on ~~30th June, 1996.~~ *12 MONTHS FROM THAT DATE.*



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Signed on behalf of

ONLINE DISTRIBUTION SERVICES  
NEW SOUTH WALES

*[Handwritten Signature]*  
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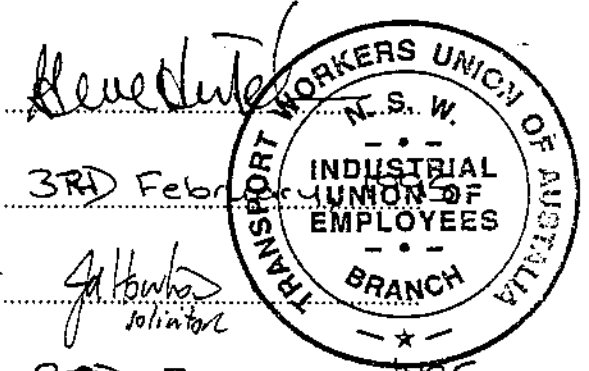
Date: 5<sup>th</sup> January 1995

Witness: *[Handwritten Signature]*  
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Date: 5<sup>th</sup> January 1995

Signed on behalf of

TRANSPORT WORKERS' UNION  
OF AUSTRALIA  
NEW SOUTH WALES BRANCH



*[Handwritten Signature]*  
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Date: 3<sup>rd</sup> February 1995

Witness: *[Handwritten Signature]*  
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Date: 3<sup>rd</sup> February, 1995.

Signed on behalf of

NATIONAL UNION OF WORKERS  
NEW SOUTH WALES BRANCH

*[Handwritten Signature]*  
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Date: 4.1.95

Witness: *[Handwritten Signature]*  
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Date: 4.1.95