

ENTERPRISE AGREEMENT

NO: E.A. 329 /1995


DATE REGISTERED: 20.9.95

PRICE: \$ 10 - 00

**AGREEMENT NO. OF 1995
FILED WITH THE INDUSTRIAL REGISTER
THIS DAY OF 1995
ENTERPRISE AGREEMENT**

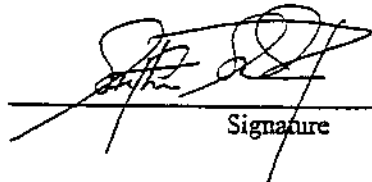
1. This agreement is made between Online Distribution Services of 3 Sanitarium Drive, Berkeley Vale, NSW, a distribution service of Mayne Nickless Limited ACN 004 073 410 and the National Union of Workers, New South Wales Branch, and shall be known as the Online Distribution Services (Wyong) Enterprise Agreement.
2. This agreement applies to all Warehouse employees engaged in the warehousing and distribution operations of Online Distribution Services at its Wyong activity, which is located at 3 Sanitarium Drive, Berkeley Vale, 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 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 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.
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 that 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.
 - a) It is agreed between the parties that there will be 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 gainsharing. The abovementioned 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 employees' assessment.
 - b) The parties agree to the performance of a wider range of duties involving all warehouse and associated clerical functions where trained/qualified.


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- c) The parties to this Agreement agree to participate in the examination/feasibility of an Online Distribution Services Award.
 - d) Investigate and where practicable, Online employees to perform quality control sampling.
 - e) By mutual agreement a minimum of 24 hours notice will be given for any change of shifts.
8. A 5.0% wage increase will be made upon this Enterprise Agreement being registered pursuant to Section 117 of the New South Wales Industrial Relations Act 1991. A further 2.0% payment will be made 6 months from registration. This payment will be made on the Award rate and current Over-award payment of \$5.00.
9. This Agreement shall operate for 12 months from the date of registration.

Signed on behalf of
ONLINE DISTRIBUTION SERVICES



Signature



Witness


6th March 1995.

Date

Signed on behalf of
NATIONAL UNION OF WORKERS
(NEW SOUTH WALES BRANCH)



Signature



Witness

13-4-95

Date


AD.