

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/167

TITLE: The Linfox-Goodman Fielder Contract Ermington (National Union of Workers) Enterprise Agreement 2001

I.R.C. NO: 2001/4212

DATE APPROVED/COMMENCEMENT: 11 July 2001/18 March 2001

TERM: 17 March 2002

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA00/164 & EA00/208

GAZETTAL REFERENCE: 24 May 2002

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged at the Goodman Fielder/Linfox Distribution Centre at 10 Waratah Street, Ermington (NSW)

PARTIES: Linfox Transport (Aust) Limited -&- the National Union of Workers, New South Wales Branch

**LINFOX – GOODMAN FIELDER CONTRACT ERMINGTON
(NATIONAL UNION OF WORKERS)
ENTERPRISE AGREEMENT 2001**

1. TITLE

This Agreement will be referred to as:

THE LINFOX – GOODMAN FIELDER CONTRACT ERMINGTON
(NATIONAL UNION OF WORKERS) ENTERPRISE AGREEMENT 2001.

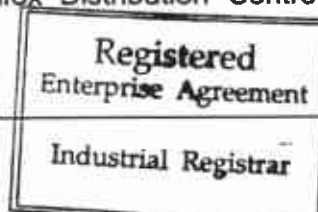
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3. PARTIES BOUND

This Agreement applies to:

- a) The National Union of Workers' of Australia, New south Wales Branch, its officers and Members: and
- b) Linfox Transport Australia Pty Ltd in respect of the employment by it of all current employees as at the time of the execution of this Enterprise Agreement and future persons (whether members of the Union or not) engaged at the Goodman Fielder/Linfox Distribution Centre at 10



Waratah Street, Ermington (NSW) and who are required to perform work covered by this Agreement.

This agreement is also binding on each successor and transmittee of Linfox, including the customer, other principal logistics service providers, their subcontractors and labour hire agencies.

4. PERIOD OF OPERATION AND VARIATIONS

This Agreement operates for a nominal period commencing on 18 March 2001 and expires on 17 March 2002.

5. RELATIONSHIP TO AWARD

This Agreement replaces all previous agreements and will be read and interpreted in conjunction with the Storeman and Packers General (State) Award, as varied from time to time, or any award made in substitution thereof, provided that this agreement will prevail to the extent of any inconsistency.

6. HOURS OF WORK

- a) Refer to Clause 13 of the Award
- b) a leisure day will be rostered to fall within each four-week cycle, with employees having the option to bank up to five (5) RDO's.

The matter of how they will be taken will be subject to further discussion.

7. CASUAL EMPLOYEES

Casual employees may be employed for not less than four (4) hours at an hourly rate equivalent to one thirty-eight (1/38th) of the agreement weekly wage, plus 15% calculated to the nearest cent – any part of a cent exceeding one-half cent to be disregarded (plus one-twelfth of the ordinary hourly rate).

8. SHIFT WORK

- a) An employee on shift work shall be entitled to a 30 minute paid meal break.
- b) An employee on afternoon shift shall receive a shift allowance of 17.5% in addition to the ordinary rate.
- c) In all other respects the provisions of Clause 11 of the Award apply in relation to shift work.

9. ORDINARY TIME RATE OF PAY

In respect of Superannuation contributions, Workers' Compensation payments, and payments due in respect of paid leave periods (eg annual leave, sick leave, bereavement leave, jury leave – specifically where such leave is identified as paid leave by the Award) and public holidays, "ordinary time" pay shall be, subject to applicable legislation, calculated only on the

basis of the employee's classification rate of pay under this agreement, plus any applicable Shift Loading, Annual Leave Loading and Weekly Allowances in the Award and excludes all extraneous allowances, loadings, bonuses, incentive payments and the like.

10. MEAL ALLOWANCES

- a) An employee, who works overtime on any day beyond one hour after the normal ceasing time, shall be paid on such day \$8.90 as a meal allowance.
- b) Where a shift worker works overtime for more than one hour prior to the normal commencing time of their shift, the employee shall be paid a meal allowance of \$8.90.
- c) A day worker who works overtime for more than one hour prior to 6.00 am on any day, shall be paid a breakfast allowance of \$8.90.

11. HOLIDAYS & SUNDAY WORK

Refer to Clauses 24 and 25 of the Award respectively.

12. GENERAL CONDITIONS

- a) A First-Aid kit shall be provided in each warehouse at the employer's expense.
- b) A qualified First-Aid attendant appointed by management, shall be paid an allowance of \$14.00 per week.
- c) Each employee on the termination of his engagement, shall on request, be given a statement in writing, signed by the employer or his manager, stating the position held by the employee and his length of service.
- d) Employees shall be provided with reasonable dining accommodation, locker change rooms, adequate washing and toilet facilities and a plentiful supply of hot water and refrigerated water for drinking.
- e) Employees shall be allowed a ten (10) minute morning and afternoon tea break.
- f) **Parental Leave:** See *NSW Industrial Relations Act, 1996 as amended*.
- g) **Workers' Compensation:** See *Workers' Compensation Act, 1987, as amended*.

13. WAGE INCREASE

- a) This Agreement includes a wage increase of 3%, which applies to the wage rates in Appendix 1. These rates will apply from 18 March 2001.
- b) The parties to this agreement will review the wage rates commencing no later than 6 months after this agreement start date.

14. SITE ALLOWANCE

- a) This agreement includes a Goodman Fielder – Ermington site allowance of 3% to apply to wage rates of this agreement. These rates will apply from 18 March 2001.
- b) The Goodman Fielder – Ermington site allowance is in recognition of special circumstances of the Linfox / Goodman Fielder – Ermington contract and is in no way transferable beyond the life of this Agreement or the Ermington site.

15. FULL AND FINAL SETTLEMENT

Subject to Clause 4, this Agreement is in full and represents final settlement of all claims relating to employee entitlements (excluding a wage review in 6 months). Accordingly, there will be no extra claims by either party regarding any matter dealt with in agreement while it remains in operation.

16. RE-NEGOTIATION

The parties agree to re-negotiate this Agreement from early January 2002.

17. GRIEVANCES AND DISPUTES

Any dispute arising out of employment shall be referred by the union delegate to the company representative appointed for this purpose.

Failing settlement at this level between the company and the union delegate on the job, the union delegate shall refer the dispute within twenty-four (24) hours to the union organiser who will take the matter up with the company.

All efforts shall be made by the company and the union organizer to settle the matter but failing settlement, the union organizer shall refer the dispute to the Union Secretary and the company shall refer the dispute to the parent company and the Union Secretary shall take the matter up with the parent company.

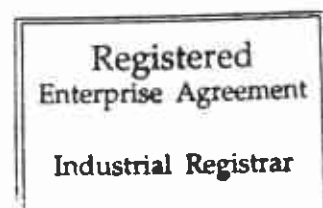
During the discussions, the status quo shall remain and work shall proceed normally. "Status Quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

At any time, either party shall have the right to notify the dispute to the Industrial Registrar.

18. PRODUCTIVITY AND FLEXIBILITY INITIATIVES

Employees shall not impose or continue to enforce any restrictive work practices that are inconsistent with this Agreement or the Award.

18.1 Resource Allocation:



- a) Linfox intends to introduce new technology (including hand-held terminals; materials handling equipment; equipment monitoring devices; paperless systems and electronic seals) with employees fully co-operating in its use following appropriate training.
- b) Where there is a temporary shortage of work, and by agreement, employees are permitted to take accrued RDO's or Annual Leave.
- c) Where full-time permanent employees are unavailable, suitably qualified and/or skilled casual employees may be engaged. The casual engagement period will be a minimum of four hours.
- d) Agency casuals are to be used as a last resort and after consultation between management and the employees' delegate.

18.2 Operational Procedures

- a) Employees are committed to accept future technology subject to consultation prior to implementation.
- b) All employees to be paid by EFT (including tea monies). Weekly and casual employees shall be paid not later than Thursday of each week. Tea monies will be paid on a weekly basis by EFT.
- c) RDO and Holiday Rosters will be kept in accordance with existing yard practices. Storepersons will have the opportunity to accumulate a bank of up to ten (10) RDO's and upon the employee's request, RDO's may be taken with Annual Leave and at a mutually convenient time.

18.3 Productivity Measures:

- a) Storepersons will work towards minimizing picking errors and reducing breakages.
- b) Management reserve the right to directly allocate work and equipment to warehouse personnel.
- c) NUW personnel able to perform urgent deliveries and office functions as required after appropriate training.

19. OTHER MATTERS

19.1 Customer Service

- a) **Presentation:** Whilst on duty, warehouse staff will be correctly attired in their Linfox uniform, which will be provided by the Company. Uniforms are to be neat and tidy at all times. Replacement will be issued on a fair wear and tear basis.

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- b) **Housekeeping:** It is agreed that Linfox employees will work in an orderly fashion such that they will be responsible for ensuring rubbish and waste packaging etc are stored in the correct manner. Furthermore, they may be required to effect other specific duties including cleaning relating to general housekeeping as may be deemed necessary from time to time.

19.2 Training

In the interest of customer satisfaction and broadening of skills base, employees where required, shall engage in multi-skilling training and any other subject matter considered relevant by the company, taking into account individual persons skill levels. All training will be paid at enterprise rates.

19.3 Administration

Employees based at this site agree to properly administer, complete and be responsible for the accuracy of details entered onto any/all documents or computer systems utilized to carry out the business at the Ermington Warehouse.

19.4 Disciplinary Procedures

The parties agree that the following form part of the Agreement in relation to procedures for disciplinary action:

- a) The warnings for performance, neglect of duty etc., will be one (1) verbal warning and thereafter in writing. After two (2) written warnings employment may be terminated. This will not exclude the Company's right to terminate immediately for serious offences.
- b) All accidents or losses of property will be subject to inquiry and that carelessness will result in the offender being issued with a warning in writing. These warnings will be included as part of (a) above, for evaluation and disciplinary purposes. This will not exclude the Company's right to terminate immediately for serious offences.
- c) Notice for such offences must be given within twenty-four (24) hours of an incident with exceptions for non-work hours, non-discovery of incident or pending investigations.
- d) Written warnings should detail the nature and extent of the incident and should contain corrective comment to guide the employee in future behaviour/practice. Written warnings should be signed by both parties to acknowledge the issuing of such. A copy of each warning shall be given to the employee concerned.
- e) A demerit system shall operate for warnings with the effect of each warning against an individuals record remaining on file for a time frame to be agreed by the Consultative Committee.

19.5 Consultative Committee

Two-way communication between employees and management is seen as fundamental to the success of this Enterprise Agreement. In this regard, a Site Consultative Committee is seen as an integral and important part of the organisation of work at the Enterprise. For this reason, it is imperative that members of the Committee are available at all times to resolve matters of mutual interest and that they carry out their duties in a responsible and timely manner.

20. DURESS

This Agreement has been reached without duress by either party.

21. SIGNATURES

SIGNED in agreement for and on behalf of the National Union of Workers, New South Wales Branch.

.....

State Secretary

Date:/...../.....

.....

Witness

Date:/...../.....

SIGNED in agreement for an on behalf of Linfox Transport Australia Pty Ltd

.....

General Manager

Date:/...../.....

.....

Witness

Date:/...../.....



21.
~~20~~ SIGNATURES

SIGNED in agreement for and on behalf of the National Union of Workers, New South Wales Branch.



State Secretary



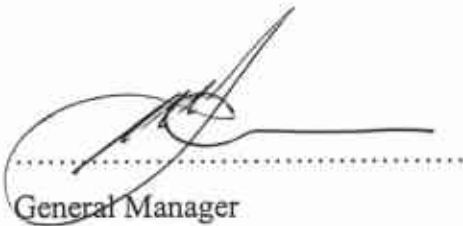
JENNIFER LEE, J.P.

Witness

Date: 12-4-01

Date: 12-4-01

SIGNED in agreement for and on behalf of Linfox Transport (Aust.) Pty Ltd



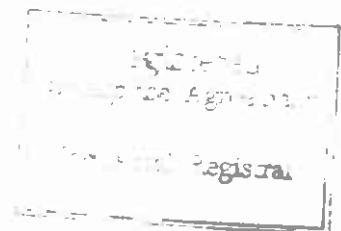
General Manager



Witness

Date: 23/4/01

Date: 23/4/01



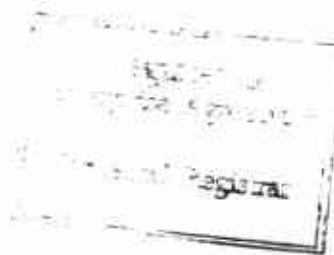
APPENDIX 1

Classification

**March 2001
Agreement Rate**

Storeman & Packer – Level 3

\$584.37



APPENDIX 2

CLASSIFICATIONS:

All Storeman and Packers covered by this Agreement, shall be classified as follows:

FIVE GRADE STRUCTURE

Storeman and Packer Grade 1

For the purpose of this award, a Storeman and Packer Grade 1 shall mean an employee who performs work to the level of their training, and:

1. Is responsible for the quality of their own work (subject to instructions and direction)
2. Works in a team environment and/or under routine supervision.
3. Undertakes duties in a safe and responsible manner.
4. Exercises discretion within their level of skills and training.
5. Possesses good interpersonal and communication skills.
6. Indicative of the tasks which an employee at this level may be required to perform include the following:
 - General labouring and cleaning duties;
 - Order assembling including picking stock;
 - Loading/unloading;
 - Receiving, checking, dispatching and sorting of products;
 - Satisfying internal and external customer needs;
 - Operation of a keyboard to carry out stores work;
 - Documenting and recording of goods, material and components;
 - Basic inventory control; and;
 - Use of hand trolleys and pallet truck

Storeman and Packer Grade 2

For the purpose of this award a Storeman and Packer Grade 2 shall mean an employee who addition to performing the duties of a Grade 1 Storeman and Packer:

1. Has performed 12 months service as a Storeman and Packer Grade 1 and has satisfactorily acquired the skills relevant to the enterprise at this level;
2. May be required to use, for training purposes, materials handling equipment which requires licensing certification; and
3. May be required to assist in the development of Grade 1 Storeman and Packer.

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Storeman and Packer Grade 3

For the purpose of this award, a Storeman and Packer Grade 3 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 such work on a continuous basis. An employee at this level performs work to the level of their training and is:

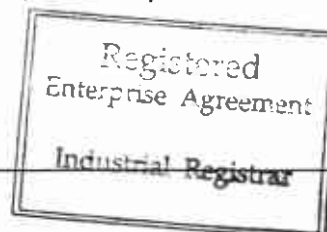
1. Able to work from complex instructions;
2. Able to coordinate work in a team environment under general supervision;
3. Responsible for assuring the quality of their own work;
4. Possesses sound interpersonal and communication skills;
5. Licensed and/or certified to operate all appropriate materials handling equipment eg forklift, mobile crane, carousel etc;
6. May be required to perform the following tasks/duties;
 - Inventory and stores control
 - VDU operation using intermediate keyboard skills to carry out stores work
 - Use of other electronic equipment eg scanner to carry out stores work.
 - Routine maintenance of stores equipment and machinery.

Storeman and Packer Grade 4

For the purposes of this award 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 addition to the work of lower grades and who has been appointed by the employer as either a single storeworker in charge of a store or as an operator of computer technology used for high level inventory and stock control.

An employee appointed in this capacity performs work to the level of their training and:

1. Understands and is responsible for their own quality control;
2. Possesses a sound level of interpersonal and communication skills;
3. Sound working knowledge of all stores performed at levels below this grade, exercises discretion within scope of this grade and has good knowledge of the employer's product;
4. Where appropriate, accredited by the employer as a competent employee in the understanding of Regulations relating to handling, storage and loading/unloading of specific product e.g. chemicals, solvents and explosives;



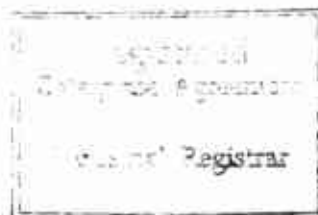
5. May perform work requiring minimal supervision, either individually or in a team environment;
6. Must be competent to perform the following tasks/duties:
 - Licensed to operate appropriate materials handling equipment e.g. forklifts, mobile crane, carousel etc
 - Routine maintenance of stores equipment or machinery
7. In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards (optional); and
8. May also be responsible for quality control of the work of other Storeman and Packers without being responsible for their direction (optional).

Storeman and Packer Grade 5

For the purposes of this award, a Storeman and Packer Grade 5 shall mean an employee who has undertaken stores work of all lower grades and who has at the request of the employer completed the Warehousing and Distribution Course (No. 8502) at a TAPE college. An employee who is appointed by the employer to this level may be required to perform the following in addition to the work performed by other grades:

1. Implement quality control techniques and procedures;
2. Utilise highly developed level of interpersonal and communication skills;
3. Assisting in the provision of on-the-job training standards;
4. In addition may be responsible for the proper application and maintenance of appropriate occupational health and safety standards;
5. This position is accountable for performing some of the following tasks or a combination thereof:
 - Performing multiple stores activities
 - Managing the information within the store
 - Has a sound knowledge of the employers operation and product

NB: All employees currently employed at the Ermington Site and the work they are performing as at the date of this agreement fall within Storeman & Packer Level 3.



FLEXIBILITY CLAUSE – HOURS OF WORK

The following clause may be invoked by the parties covered under this Agreement where work conditions permit. Any change to work conditions must be agreed to by the company representative appointed for this purpose.

- a) The ordinary hours, exclusive of meal times, shall not exceed eight hours per day on an average of 36 hours per week, except by agreement (refer clause b). Such hours per week being calculated over an employee's two-week cycle. Such hours shall be worked between 6:00 am and 6:00 pm, Monday to Friday. Times for starting and finishing for employees may be varied from time to time by mutual agreement, otherwise once having been fixed, shall not be altered without giving 7 days notice to employees.
- b) By arrangement, the ordinary hours not exceeding nine on any day may be worked. Through agreement, employees can be rostered onto a 4 day x 9 hour week, paid at ordinary enterprise rates, thus enabling a weekday off to be taken more frequently than otherwise would apply. This, in effect, will mean that different methods of working a 36-hour week will apply to various groups of employees.
- c) A leisure day will be rostered to fall within each two-week cycle, with employees having the option to bank up to ten (10) RDO's. An employee, working a scheduled leisure day will be paid at normal time enterprise rates unless this day falls on a public holiday, whereby penalty rates apply.

NB: An employee working a four (4) day x nine (9) hour week will be paid for all hours worked and will therefore not accrue any R.D.O hours (refer clause b).

