

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/46

**TITLE: Linfox Australia Pty Ltd & NUW - Wyong Warehouse,
Enterprise Agreement 2004**

I.R.C. NO: IRC4/6019

DATE APPROVED/COMMENCEMENT: 3 November 2004 / 12 December 2003

TERM: 16

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 11 March 2005

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Linfox Australia Pty Ltd, located at 30, Sturt Street, Smithfield NSW 2164, engaged in or in connection with providing warehouse services, who fall within the coverage of the Storeman & Packers Bond and Free Stores (State) Award.

PARTIES: Linfox Australia Pty Limited -&- the National Union of Workers, New South Wales Branch

LINFOX AUSTRALIA PTY LTD & NUW - (WYONG WAREHOUSE) ENTERPRISE AGREEMENT 2004

1.0. Title

This Agreement shall be referred to as the Linfox Australia Pty Ltd & NUW - Wyong Warehouse, Enterprise Agreement 2004.

2.0. Arrangement

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33.	Grading Structure

Signatures

Appendix 1.

3.0. Parties Bound

This agreement shall be binding on

- (A) Linfox Australia Pty Ltd (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 12/12/2003 and shall remain in force until 12/04/2005.
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 2002	Rate @ 12th October 2003 for ordinary hours only	Rate @ 12th December 2003	Rate @ 12th February 2004
1	14.1333	14.6986	14.7721	14.9937
2	14.8771	15.4722	15.5495	15.7828
3	15.7465	16.3764	16.4583	16.7052
4	16.3767	17.0318	17.1169	17.3737
5	17.1586	17.8449	17.9342	18.2032
6	17.8209	18.5337	18.6263	18.9056
Shuttle	16.8507	17.5247	17.6124	17.8765

The above mentioned base rates of pay will apply from the first full pay period starting on 12/12/2003 and shall remain in force until 12/04/2005. These Wage increases are in recognition of initiatives adopted in this Agreement.

The Percentage increases are as follows:

A 4% increase to apply to the 12th October 2002 hourly rates, for ordinary hours only, back paid for the period 12th October 2003 to 12th December 2003.

A 4.5% increase to apply to the 12th October 2002 hourly rates for the period 12th December 2003 to 12th February 2004.

A 1.5% increase to apply to the 12th December 2003 hourly rates for the period 12th February 2004 to 12th April 2005.

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 and implement 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 Linfox 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.

Linfox 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, Linfox 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 Linfox, 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 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 combined allowance was valued at \$12.00 for the life of the previous agreement and the combined allowance rate for the life of this agreement shall be as follows:

Combined Allowance as at 12th December 2003 will be \$12.54 and will be effective until 12th February 2004 where it will become \$12.7281 and remain at that rate until the expiry of this agreement on 12th April 2005.

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

General Manager FMCG
Linfox Australia Pty Ltd

Date

Witness

Date

Signed for and on behalf of:

State Secretary
National Union of Workers
New South Wales Branch

Date

Marisa Bernadi
National Union of Workers - NSW Branch

Date

Daryl Bagnell Site Delegate
National Union of Workers - NSW Branch

Date

APPENDIX 1

GRADING STRUCTURE

Linfox Australia, Wyong - Grading Structure

Grade 1

A Storeman and Packer Grade 1 shall mean an employee who has o 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 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.

Co Packing functions, which includes but is not restricted to, repetitive packing, relabelling of goods.

Satisfying internal customer needs

Use of a hand trolley and pallet trucks

Basic inventory control i.e. checking, counting, sorting and documentary of products, materials and components.

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 directions).

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 internal customer needs.

Use of hand trolleys, pallet trucks.

Basic inventory control i.e. checking, counting, sorting and documenting of products, materials and components.

Is undertaking familiarisation/induction training relevant to the site.

Possesses good interpersonal and communication 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 Grades 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 supervisions.

Responsible for assuring the quality of their won 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 flexibility 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 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 works 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 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 a least 12 months working as a Grade 4 Storeman and Packer.

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

Permanent Employees

Grade	Ordinary Time	Afternoon Shift	Night Shift	T 1/2	DT	DT + 1/2	Treble
1	14.9937	18.7421	19.4918	22.4906	29.9874	37.4843	44.9811
2	15.7828	19.7285	20.5176	23.6742	31.5656	39.4570	47.3484
3	16.7052	20.8815	21.7168	25.0578	33.4104	41.7630	50.1156
4	17.3737	21.7171	22.5585	26.0606	34.7474	43.4343	52.1211
5	18.2032	22.7540	23.6642	27.3048	36.4064	45.5080	54.6096
6	18.2666	22.8333	23.7466	27.3999	36.5332	45.6665	54.7998
Shuttle	17.8765	22.3456	23.2395	26.8148	35.7530	44.6913	53.6295

Casual Employees

Grade	Ordinary Time	Afternoon Shift	Night Shift	T 1/2	DT	DT + 1/2	Treble
1	18.6627	23.3496	24.2835	25.8641	34.4855	43.1069	51.7283
2	19.6627	24.5784	25.5616	27.2253	36.3004	45.3756	54.4507
3	20.8119	26.0149	27.0555	28.8165	38.4220	48.0275	57.6329
4	21.6447	27.0559	28.1381	29.9696	39.9595	49.9494	59.9393
5	22.6781	28.3477	29.4816	31.4005	41.8674	52.3342	62.8010
6	22.7571	28.4464	29.5843	31.5099	42.0132	52.5165	63.0198
Shuttle	22.2711	27.8389	28.9525	30.8370	41.1160	51.3949	61.6739

Combination Allowance

12.72

Permanent Employees

Grade	Ordinary Time	Afternoon Shift	Night Shift	T 1/2	DT	DT + 1/2	Treble
1	14.7721	18.4651	19.2037	22.1582	29.5442	36.9303	44.3163
2	15.5495	19.4369	20.2144	23.3243	31.0990	38.8738	46.6485
3	16.4583	20.5729	21.3958	24.6875	32.9166	41.1458	49.3749
4	17.1169	21.3961	22.2520	25.6754	34.2338	42.7923	51.3507
5	17.9342	22.4178	23.3145	26.9013	35.8684	44.8355	53.8026
6	17.9966	22.4958	23.3956	26.9949	35.9932	44.9915	53.9898
Shuttle	17.6124	22.0155	22.8961	26.4186	35.2248	44.0310	52.8372

Casual Employees

Grade	Ordinary Time	Afternoon Shift	Night Shift	T 1/2	DT	DT + 1/2	Treble
1	18.4036	23.0045	23.9246	25.4819	33.9758	42.4698	50.9637
2	19.3721	24.2151	25.1837	26.8229	35.7639	44.7048	53.6458
3	20.5043	25.6304	26.6556	28.3906	37.8541	47.3176	56.7811
4	21.3248	26.6560	27.7222	29.5267	39.3689	49.2111	59.0533
5	22.3430	27.9288	29.0459	30.9365	41.2487	51.5608	61.8730
6	22.4208	28.0259	29.1470	31.0441	41.3922	51.7402	62.0883
Shuttle	21.9421	27.4276	28.5247	30.3814	40.5085	50.6357	60.7628

Combination Allowance

12.54