

**LINFOX – GOODMAN FIELDER CONTRACT ERMINGTON
(NATIONAL UNION OF WORKERS)
ENTERPRISE AGREEMENT 2000**

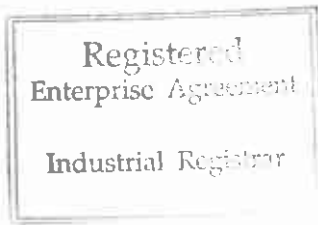
1. TITLE

This Agreement will be referred to as:

THE LINFOX – GOODMAN FIELDER CONTRACT ERMINGTON
(NATIONAL UNION OF WORKERS) ENTERPRISE AGREEMENT 2000.

2. ARRANGEMENT

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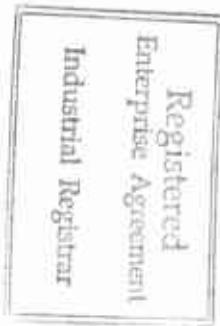
3. PARTIES BOUND

This Agreement applies to:

- (a) The National Union of Workers' ^{F-B} of Australia, New South Wales Branch, its Officers and Members; and
- (b) Linfox Transport (Aust.) 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 Waratah

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

This agreement is also binding on each successor and tranmittee of Linfox, including the customer, other principal logistics services providers, and their sub-contractors, and labour hire agencies.



4. PERIOD OF OPERATION AND VARIATIONS

This Agreement operates for a nominal period commencing on 17 March 2000, and expires on 17 March 2001.

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-eighth ($1/38^{\text{th}}$) of the appropriate weekly wage, plus 15% calculated to the nearest cent – any part of a cent not 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 (e.g. 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. HOLIDAYS AND SUNDAY WORK

Refer to Clauses 24 and 25 of the Award respectively.

11. GENERAL CONDITIONS

- (a) A First-Aid Kit shall be provided in each warehouse, at the employer’s expense.
- (b) 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.
- (c) Adequate waterproof clothing shall be supplied to all employees when working in the rain.
- (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.*

12. WAGE INCREASES

- (a) Wage increase either 3% from 29 June 2000, or per movement in the “All Groups – Eight Capital Cities CPI for the 18 months previous to 3 March 2000 (whichever is greater). To apply to current wage rates for all purposes of the Award and Agreement.
- (b) If, despite the above-referred CPI-linked adjustments, wage rate increases are required in order to reach the levels set out in Clause 5, wage rates will be increased to the levels set out in Clause 5 and shall apply as on and from the dates set out therein. However, such increases must be accompanied by sufficient new agreed initiatives



implemented since commencement of this agreement so that they cover any short-fall in cost recovery that might otherwise exist. The company must not make any unreasonable demands for the purpose of cost-recovery. The Union or employees must not unreasonably withhold consent to any company-proposed new initiatives. A joint management/employee workplace Consultative Committee shall be established and meet regularly to ensure this process is successful.

- (c) The increases dealt with this Clause shall be applied to the wage rates in Appendix 1.

13. FULL AND FINAL SETTLEMENT

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

14. RE-NEGOTIATION

The parties agree to re-negotiate this Agreement from early January 2001.

15. GRIEVANCES AND DISPUTES

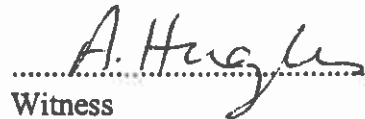
Refer to the Award



17. SIGNATURES

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



.....
State Secretary


.....
Witness

Date : 19 APRIL 2000

Date : 19-APRIL-2000

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


.....
General Manager M.J. FOURNIER.


.....
Witness A. MCILROY

Date : 17/4/00

Date : 17/4/00



APPENDIX 1

Linfox – Goodman Fielder Contract (National Union of Workers) Enterprise Agreement 2000

Classification	March 2000 Agreement Rate
Storeman & Packer – Level 3	\$534.20

**Registered
Enterprise Agreement
Industrial Registrar**

APPENDIX 2

CLASSIFICATIONS:

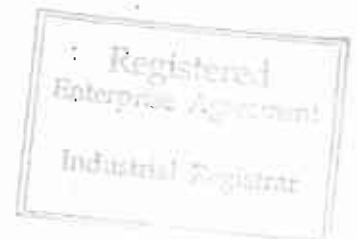
All storemen and packers covered by this agreement, shall be classified as follows:-

FIVE GRADE STRUCTURE

Storemen and Packer Grade 1

For the purposes of this award, a Storemen 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, materials and components.
 - Basic inventory control.
 - Use of hand trolleys and pallet trucks.



Storemen and Packer Grade 2

For the purposes of this award, a Storeman and Packer Grade 2 shall mean an employee, who in 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