

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/3

**TITLE: Linfox - NUW (NSW Branch) Warehousing (Arnott's
Huntingwood) Enterprise Agreement 2004**

I.R.C. NO: IRC4/6136

DATE APPROVED/COMMENCEMENT: 3 November 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 28 January 2005

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all Warehousing employees employed by Linfox Australia Pty Ltd, located at Huntingwood Logistics Facility, 25 Brabham Drive, Huntingwood, NSW, who fall within the coverage of the Storemen and Packers, General (State) Award

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

LINFOX - NUW (NSW BRANCH) WAREHOUSING (ARNOTT'S HUNTINGWOOD) ENTERPRISE AGREEMENT 2004

1. Title

This Agreement shall be referred to as the Linfox - NUW (NSW Branch) Warehousing (Arnott's Huntingwood) Enterprise Agreement 2004.

2. Arrangement

| Clause No. | Subject Matter |
|------------|-------------------------------------|
| 1. | Title |
| 2. | Arrangement |
| 3. | Parties Bound |
| 4. | Period of Operation |
| 5. | Objects |
| 6. | Relationship to Awards & Agreements |
| 7. | Employees' Duties |
| 8. | Rates of Pay |
| 9. | Normal or Ordinary Hours of Work |
| 10. | Ordinary Time Rate of Pay |
| 11. | Additional Matters |
| 12. | Counselling and Discipline |
| 13. | Disputes |
| 14. | Full and Final Settlement |
| 15. | No Precedent |

Appendix A - Rates of Pay & Classifications

3. Parties Bound

3.1 This Agreement is binding on:

- (a) The National Union of Workers, New South Wales Branch (the Union), its officers and members; and
- (b) Linfox Australia Pty Ltd (Linfox) in respect of employees of Linfox (whether members of the Union or not) at the address contained at subclause (c) below and whose work falls within the industries and callings identified in the Award (identified at clause 6 below), as varied from time to time. The classifications contained at Appendix A will replace the classifications contained in the Award (identified at clause 6 below).
- (c) The address of the workplace covered by this Agreement is:

Huntingwood Logistics Facility, 25 Brabham Drive, Huntingwood, NSW.

4. Period of Operation

4.1 This Agreement shall operate from the date of approval by the Commission and the nominal expiry date of this Agreement shall be two years from the date of the approval of this Agreement. Negotiation for a replacement agreement may commence three months prior to the nominal expiry date.

5. Objects

5.1 The objects of this Agreement are to provide a sound foundation for:

- (a) Contract retention by Linfox and job security for employees;

- (b) A good return on investment for Linfox, and good wages and other benefits for employees;
- (c) Ongoing effective training and development of employees; and
- (d) A safe and efficient work environment.

6. Relationship to Awards & Agreements

- 6.1 The Agreement is read and interpreted in conjunction with the NSW Storeman and Packers, General (State) Award (the Award), as varied from time to time and shall prevail to the extent of any inconsistency with the Award.
- 6.2 The parties agree that this Agreement covers the industry and calling of work performed in or in connection with the picking, packing, receiving, handling or storing of goods, wares, merchandise, material or anything whatsoever whether in its raw state or natural state, wholly or partly manufactured state or of a solid or liquid or gaseous nature or otherwise in distribution facilities (which means a yard, garage, warehouse, freight centre, depot or any other place that stores and/or distributes, stores or transfers goods, wares, merchandise, material or anything whatsoever whether in its raw state or natural state, wholly or partly manufactured state or of a solid or liquid or gaseous nature or otherwise) by persons whose work is undertaken at the address in clause 3(c) above (the "field") and as a consequence prevails over:
- (i) All NSW awards or NSW agreements that may be or become legally binding on Linfox in respect of all or part of the field; and
 - (ii) All federal awards or federal agreements that may be or become legally binding on Linfox in respect of all or part of the field.

7. Employees' Duties

- 7.1 Every employee must at all times:
- (a) perform his/her duties with due care and diligence;
 - (b) comply with the lawful instructions of management;
 - (c) not engage in inappropriate behaviour; and
 - (d) comply with policies, procedures and rules in operation from time to time.
- 7.2 In respect of policies, procedures and rules, subject to the law these may deal with but are not limited to: safe work practices, personal grooming and appearance, clothing and footwear, attendance at training programs, behaviour and performance standards, consumption of alcohol, the searching of lockers, private bags and private vehicles while on Linfox owned or controlled premises, unauthorised absences, provision of full and accurate information and specific work practices. If at any stage an employee is in doubt about current requirements, then he/she must seek clarification from his/her supervisor without delay.
- 7.3 In the case of locker searches, the individual employee and, where he/she wishes, the union delegate or other readily available nominated employee must be in attendance at the time.

8. Rates of Pay

- 8.1 The rates of pay and classifications applying to employees covered by this Agreement are contained at Appendix A.
- 8.2 Effective from the beginning of the first full pay period to commence on or after [insert the anniversary date of the commencement of Linfox operations] the weekly wage set out in the table at Appendix A will be increased by 4 per cent.

- 8.3 The above-referred rates of pay and adjustments shall be in lieu of all award and non-award wage rates (as distinct from allowances and further additional amounts as may be from time to time prescribed by the Award) and increases thereto that would otherwise apply.

9. Normal Or Ordinary Hours of Work

- 9.1 The normal or ordinary hours of work shall be 38 per week. Additional time without payment shall be worked without payment each day in order to accrue one paid rostered day-off for each four week work period. The spread of hours for day workers is 6.00am to 6.00pm, Monday to Friday inclusive. RDO's where applicable will be scheduled on a staggered basis and either taken as scheduled or worked. An employee may be required to accumulate rostered days off to be taken at a later date with due notice and following consultation.

10. Ordinary Time Rate of Pay

- 10.1 In respect of superannuation contributions, workers compensation payments, and payments due in respect of paid leave periods and public holidays, notional earnings base or "ordinary time" pay, as the case may require shall be calculated only on the employee's classification weekly wage as prescribed under clause 8 of this Agreement, plus any applicable shift loading and site allowance, and exclude all extraneous allowances, loadings, bonuses, incentive payments and the like.

11. Additional Matters

- 11.1 The following additional matters are agreed between the parties.
- 11.1.1 Retrenchment and redundancy is an absolute last resort where an employee cannot be reasonably allocated work at another contract or site.
 - 11.1.2 Where there is a temporary shortage of work, employees may be temporarily redeployed to other contracts or sites without loss of ordinary time pay, or may be permitted by agreement (not to be unreasonably withheld) to take accrued RDO or annual leave credits.
 - 11.1.3 Linfox will be under no restrictions regarding the introduction, deployment and utilisation of technology, equipment and work practices with employees being obliged to fully cooperate in such deployment and utilisation following appropriate training. Whilst agreement between the parties is not required for the implementation of change, the Company will endeavour, where practicable, to discuss with the Union any matters directly affecting the ongoing employment of employees covered by this Agreement.
 - 11.1.4 Meal and crib breaks will be taken by individual employees and as directed on a staggered basis as work permits.
 - 11.1.5 Where required, employees will perform extraneous duties within their competence, including but not limited to assisting where required in the loading and unloading of vehicles.
 - 11.1.6 There will be no restrictive work practices.
 - 11.1.7 Employees may be required to work on Union Picnic Day and payment for all work performed on this day shall be as per the Award. Union Picnic Day is Easter Tuesday, unless otherwise agreed.
 - 11.1.8 Employees may be directed to work shift work in accordance with the provisions of the Award.
 - 11.1.9 Payment of wages is on a weekly basis by Electronic Funds Transfer to an employee-nominated bank or financial institution account.

- 11.1.10 Membership meetings during working time for Union business must be at an agreed time for a short duration without disruption to the operations of the contract.

12. Counselling and Discipline

- 12.1 Where a breach of employee duties (including under clause 7) is alleged, the matter will be the subject of appropriate investigation by management, and followed by counselling of the employee(s) concerned. Where it is considered the employee is at fault then an official warning and/or other disciplinary action, which includes termination, may also follow. This shall be the case even if a more tolerant approach has been previously taken. In the case of serious misconduct, an employee's employment may be terminated without notice or payment in lieu.
- 12.2 Serious misconduct includes but is not limited to:
- (a) Dishonesty or Theft
 - (b) Falsification of Worksheets
 - (c) Misuse or Abuse of Equipment
 - (d) Intoxication
 - (e) Illicit Drug Use
 - (f) Fighting
 - (g) Physical or Verbal Abuse
 - (h) Sexual Harassment
 - (i) Actions Endangering Health or Safety
 - (j) Commission of a Crime
- 12.3 Where suspension of duties exceeding the 48 hour period (described below) is necessary while an investigation regarding the alleged facts is taking place, this shall be:
- (i) by disengagement or without pay in the case of a casual employee; and
 - (ii) on RDO credits and then, if necessary, accrued leave, on ordinary time payment to the value of the employee's accrued leave and RDO credits.
- 12.4 In the latter case, where the employee:
- (a) is exonerated, earnings for the suspension period shall be made up and such make-up for each of the employee's normal working days is to be calculated at his/her average daily earnings rate over the thirteen weeks prior to suspension; or
 - (b) is terminated in his/her employment,
- then the value of payment due in respect of the suspension period shall be deducted from the value of any accrued leave and RDO credits that would otherwise be payable on termination.
- 12.5 A suspension and investigation period should be no longer than 48 hours, except in special or extraordinary circumstances, eg. police involvement.

13. Disputes

- 13.1 Subject to the Act, all grievances and disputes regarding industrial matters (not including alleged 'unfair dismissal' claims) shall be dealt with in the following manner:
- (a) The employee and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.
 - (b) If the matter is not resolved, then the representative of the Union at the workplace and the appropriate supervisor shall attempt to resolve the matters in issue.
 - (c) In the event of failure to resolve the dispute at workplace level, then the matter shall be the subject of discussions between a full-time official of the Union and the workplace manager.
 - (d) Should the dispute still remain unresolved, the State Secretary of the Union or senior representative shall confer with senior management.
 - (e) In the event of the dispute is unresolved, either party may refer it to the Commission at any stage whether or not the above steps have been completed.
- 13.2 During the discussions the status quo shall remain in accordance with this clause 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. The status quo will remain either until the dispute is resolved or until the dispute is before the Commission, whichever comes first. It is expected that in the case of the latter, the Commission will have regard as to whether or not the status quo should continue. The Union acknowledges that the maintenance of the status quo should not unjustly impinge upon Linfox in respect to its commercial operation.
- 13.3 Nothing in this clause in any way limits or detracts from Linfox's rights at law, whether under common law or statute.

14. Full and Final Settlement

- 14.1 This Agreement represents the entire understanding between the parties and is in full and final settlement of all Union, employee or prospective employee claims relating to employee rights and entitlements. Accordingly, the Union or employees shall not pursue any extra claims in any way whatsoever concerning any matter explicitly or implicitly dealt with in this Agreement.
- 14.2 Linfox will not make claims for reduced wages or conditions of employment.

15. No Precedent Value

This Agreement has no precedent value and shall not be relied upon by either party in negotiations for enterprise agreements to apply to other parts of the Linfox business. This Agreement will in no way be cited in support of any Union award roping-in application.

Signed in Agreement for and on behalf of
The National Union of Workers - NSW Branch

(Secretary)

Witness: _____
Name: Jennifer Lord, J.P.
Dated: 16.9.04

Signed in Agreement for and on behalf of
Linfox Australia Pty Ltd. 47 004 718 647

Executive General Manager,
Human Resources

Witness: _____
Name:
Dated: 8.9.04

APPENDIX A

RATES OF PAY & CLASSIFICATIONS

A. Rates of Pay

The wage rates are set out below and will apply from the commencement of this Agreement, subject to adjustment in accordance with clause 8.

| Classification | Weekly Wage (\$) |
|----------------|------------------|
| Grade One | 623.60 |
| Grade Two | 650.80 |
| Grade Three | 683.60 |
| Grade Four | 691.80 |

Casual rates of pay are calculated by reference to the weekly rates of pay contained above and as varied as a consequence of the operation of clause 8. A casual employee while working ordinary hours shall be paid on an hourly basis 1/38th of the appropriate weekly wage rate plus a 15 per cent loading calculated by reference to the ordinary hourly rate for the work performed plus 1/12th of the ordinary hourly rate above in lieu of annual leave.

B. Employee Classifications

Classification is determined by management on the basis of skills required to be and actually utilised, and not merely by the acquisition of all or some of the skills by the employee.

Store Worker Grade I

Skills/Duties

1. Responsible for the quality of their own work subject to detailed 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 basic interpersonal and communication skills.

6. Indicative of the tasks which an employee at this level may perform are the following:
- a) Storing and packing of goods and materials in accordance with appropriate procedures and/or regulations.
 - b) Assisting in the loading and unloading of containers.
 - c) Preparation and receipt of appropriate documentation including liaison with suppliers.
 - d) Allocating and retrieving goods from specific warehouse areas.
 - e) Periodic stock checks.
 - f) Operation of a ride on pallet mover, forklift and reach truck safely without causing damage or injury.
 - g) Replenish a pick face in accordance with procedures.
 - h) Assist in all warehouse functions under supervision, including the dipping of tanks.
 - i) Responsible for housekeeping in own work environment.
 - j) Use of non licensed material handling equipment.

A suitable employee working at this classification may, all things being equal, be transferred to a Grade 2 classification where a vacancy arises and in preference to an external candidate. Linfox's established selection processes will apply. Where there is more than one suitable employee, selection for the vacancy will be determined on merit. This provision will apply only in relation to work performed under this Agreement.

Storeworker Grade 2

In addition to the duties and indicative tasks of a Storeworker Grade 1, the following apply:

Skills/Duties

- 1. Understands detailed instructions and work from procedures.
- 2. Co-ordinates work in a team environment under limited supervision.
- 3. Responsible for quality of their own work.
- 4. Possesses sound interpersonal and communication skills.
- 5. Indicative of the tasks which an employee at this level may perform are the following tasks:
 - a) Licensed operation of all appropriate materials handling equipment.
 - b) Assisting in the loading and unloading of containers.
 - c) Use of tools and equipment within the warehouse (basic non trades maintenance).
 - d) VDU operation at a level higher than that of an employee at Storeworker 1 level.
 - e) Conduct cycle counts/stock checks.
 - f) Must be able to perform limited tasks involving the supervision of others.
 - g) Perform the audit responsibility.

- h) Must have basic computer literacy and specifically be able to look up stock on hand, bin locations and create a manifest.
- i) Competent operation of all equipment including a ride on pallet mover, forklift, grabber, sweeper and wrapper.
- j) Check off receipts and put stock away without supervision.
- k) Secure all equipment, the warehouse and the offices correctly.
- l) Basic knowledge of occupational health and safety requirements and safe working practices.
- m) Reskip damaged product under supervision.

Storeworker Grade 3

In addition to the duties and indicative tasks of a Storeworker Grade 2, the following apply:

Skills/Duties

1. Understands and is responsible for quality control standards.
2. Possesses an advanced level of interpersonal and communication skills.
3. Competent keyboard skills.
4. Sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercises discretion within scope of this grade.
5. Perform work requiring minimal supervision either individually or in a team environment.
6. Indicative of the tasks which an employee at this level may perform are the following:
 - a) Use of a VDU for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc at a level higher than Grade 2.
 - b) Assisting in the loading and unloading of containers.
 - c) Operation of all materials handling equipment under licence.
 - d) Development and refinement of a store layout including proper location of goods and their receipt and despatch.
 - e) Licensed operation of all equipment without any supervision.
 - f) Supervises others in Level 1 and Level 2 functions.
 - g) Book in receipt of stock and perform all other receiving functions without supervision.
 - h) Confirm pickslips on the computer system.
 - i) A good working knowledge of occupational health and safety standards.
 - j) Assists in despatch duties within an office environment.
 - k) Perform the leading and unloading of tankers.
 - l) Competent computer operation, including pulling pickslips, confirming picks and invoicing.

- m) Conduct purchase order inquiries and booking in of receipts without supervision.
- n) Responsible for the conduct of work of up to ten employees.

Storeworker Grade 4

In addition to the duties and indicative tasks of a Storeworker Grade 3, the following apply:

Skills/Duties

1. Implements quality control techniques and procedures.
2. Understands and is responsible for a warehouse or a large section of a warehouse.
3. Highly developed level of interpersonal and communication skills.
4. Supervise and provide direction and guidance to other employees including the ability to assist in the provision of on the job training and induction.
5. Exercises discretion within the scope of this grade.
6. Exercises skills attained through the successful completion of an appropriate warehousing certificate.
7. Indicative of the tasks which an employee at this level may perform are the following:
 - a) Liaising with management, suppliers and customers with respect to stores operations.
 - b) Detailing and coordinating activities of other storeworkers and acting in a leading hand capacity for in excess of ten store workers.
 - c) Maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports or stock movement, despatches etc.

Note:

Any movement between skill grades will only take place where and when appropriate positions are vacant. Promotions or appointments to vacancies will be by way of merit selection made by management.