

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/208

TITLE: The Linfox - Goodman Fielder Contract Ermington (National Union of Workers) Enterprise Agreement 2000

I.R.C. NO: IRC00/1920

DATE APPROVED/COMMENCEMENT: 30 May 2000

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

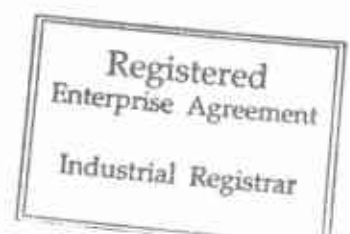
GAZETTAL REFERENCE: 25 August 2000

DATE TERMINATED:

NUMBER OF PAGES: 13

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Applies to all employees engaged at the Goodman Fielder/Linfox
Distribution Centre at Ermington**

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



**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-Box} 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

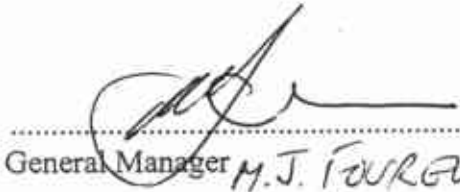

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Witness

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. FURGER.

Date : 17/4/00.....


.....
Witness A. McILROY

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

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

3. May be required to assist in the development of Grade 1 Storeman and Packer.

Storemen and Packer Grade 3

For the purposes 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 and procedures.
2. Able to co-ordinate 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, e.g. 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, e.g. scanner, to carry out stores work.
 - Routine maintenance of stores equipment and machinery.

Storemen 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 duties performed at levels below this grade, exercises discretion within scope of this grade, and has a good knowledge of the employer's product.
4. Where appropriate, accredited by the employer as a competent 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).
8. May also be responsible for quality control of the work of other Storemen and Packers without being responsible for their direction (optional).

Storemen 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 TAFE 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 and 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 employer's 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 Storemen & Packer Level 3.