

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/272

**TITLE: Linfox Australia Pty Ltd & NUW - Wyong Warehouse
Enterprise Agreement 2005**

I.R.C. NO: IRC6/1539

DATE APPROVED/COMMENCEMENT: 17 March 2006 / 12 April 2005

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**NEW AGREEMENT OR
VARIATION:** Replaces EA05/46.

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DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Linfox Australia Pty Ltd., located at 60 Holbeche Road, Arndell Park NSW 2148, engaged in or in connection with providing warehouse services, who fall within the coverage of the Storemen and Packers Bond and Free Stores (State) Award.

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

**LINFOX AUSTRALIA
PTY LTD
&
NUW
(WYONG WAREHOUSE)
ENTERPRISE AGREEMENT 2005**

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PART ONE: MACHINERY PROVISIONS

1. TITLE

This Agreement shall be referred to as the Linfox Australia Pty Ltd & NUW – Wyong Warehouse, Enterprise Agreement 2005.

2. PERIOD OF OPERATION

This Agreement shall operate on and from the first full pay period starting 12/04/2005 and shall remain in force until 12/04/2007.

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.

3. 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. COVERAGE OF AGREEMENT

This Agreement applies to all Employees of the Employer engaged in or in connection with providing warehouse services in accordance with Storeman & Packers Bond & Free Stores Award.

5. RELATIONSHIP TO PARENT AWARD

5.1 This Enterprise Agreement shall be read in conjunction with Storemen & 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.

5.2 The terms of the Storemen & Packers Bond & Free Stores (State) Award ('Award') are incorporated into this Agreement to the extent that the terms of the Award are not inconsistent with the Agreement.

5.3 Subject to this Enterprise Agreement, any previous unregistered agreements, certified agreements, arrangements and/or practices will cease to exist with the making of the Certified Agreement.

6. DEFINITIONS

6.1 **Storemen and/or Packers** for the purpose of this agreement shall include every employee (excepting store managers) engaged in the work of receiving, handling, storing or delivering goods and merchandise in or in connection with bond and free stores.

6.2 **Containerisation** - Container loading and unloading is where loose goods or packages are received and stowed into containers or on to pallets and flats or otherwise handled and at which container pallets and flats are unpacked, the contents stored and prepared for delivery and for the receipt and delivery of containers.

6.3 A "**Work Cycle**" shall mean any period of 28 consecutive days.

6.4 In this agreement, any reference to one gender shall mean a reference to the other gender.

6.5 A "**Leading Hand**", for the purposes of this agreement:

- (a) shall be appointed by the employer to assist in the good order of work flow in an operating area by:
 - (1) receiving instructions and allocating the work flow to employees;
 - (2) determining shortages in labour, or material or equipment failures, and to bring any deficiencies to the employer's attention for consideration;
- (b) shall, where a failure in training or behaviour occurs, disengage himself/herself from further action and refer the matter to the employer. Provided that this does not preclude a leading hand from giving training, but only on the general instructions of the employer;
- (c) shall not become involved in planning annual leave rosters or rostered days off, except by consultation with the employer to ensure an orderly overview of work cover;
- (d) shall not become involved in disciplining of employees for behaviour, absenteeism or performance;
- (e) shall give advice to the employer or other staff to assist with each of the above but only to the extent of ensuring good order and work flow;

- (f) shall not breach any confidence placed in them by fellow employees or the employer;
- (g) is appointed on merit and skill, taking into account the following factors:
 - (1) clerical aptitude;
 - (2) how to supervise assessment;
 - (3) work performance and experience;
 - (4) attendance;
 - (5) attention to detail;
 - (6) general attitude to company standards;
 - (7) training and education.
- (h) A Leading Hand Allowance is payable to Leading Hands.

7. NO EXTRA CLAIMS

The Parties undertake that there shall be no further money increases for the life of the 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 Clause 32 of this Agreement.

8. SAVINGS PROVISION

No Employee will as a result of the making of this Agreement, suffer any loss of wages or other benefits to which the Employee is entitled prior to the date of the coming into operation of this Agreement except where specifically provided for by this Agreement.

9. AWAS / ADDITIONAL BENEFITS

Australian Workplace Agreements / Individual Contracts

The Employer will not employ persons covered by this Agreement under the terms of an Australian Workplace Agreement or any other form of individual contract.

10. ANTI-DISCRIMINATION

10.1 It is the intention of the parties bound by 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.

10.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by 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.

10.3 Under the Anti-Discrimination Act, 1977, it is unlawful to victimize an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

10.4 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.

10.5 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.

NOTES: (a) Employers and Employees may also be subject to Commonwealth Anti-Discrimination Legislation.

(b) Section 56(d) of the Anti-Discrimination Act 1977 provides:

"Nothing in the Act affects...any other Act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

11. CONSULTATIVE COMMITTEE

The parties agree that a Consultative Committee will continue to raise, discuss and implement any ideas that will increase efficiency and productivity.

PART TWO: DISPUTE RESOLUTION & OTHER PROCEDURES

12. INTRODUCTION OF CHANGE

12.1 Employer's Duty to Notify -

12.1.1 Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union.

12.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that, where this Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

12.2 Employer's Duty to Discuss Change -

12.2.1 The employer shall discuss with the employees affected and the union, inter alia, the introduction of the changes referred to in 11.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

12.2.2 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 11.1.

12.2.3 For the purpose of such discussion, the employer shall provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

13. DISPUTE RESOLUTION PROCEDURE

13.1 Any dispute arising out of employment shall be referred by the Delegate or an individual Employee to the Company representative appointed for this purpose.

13.2 Failing settlement at this level between the Employer and the Delegate on the job, the Delegate shall refer the dispute within 24 hours to the Union organiser who will take the matter up with the Employer.

All efforts shall be made by the Employer and the Union Organiser to settle the matter but failing settlement the Union organiser shall refer the dispute to the Union Secretary and the Employer shall refer the dispute to its Employer Association and the Union Secretary shall take the matter up with the Employer Association.

13.3 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.

13.4 At any time either party shall have the right to notify the dispute to the Industrial Relations Commission.

14. DURESS

This Agreement was not entered into under duress by any of the parties bound by it.

15. SECURITY PROCEDURE

The parties agree to work together to formulate a Security Procedure which will ensure protection of the premises, customer's stock and Employees' 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 cameras are recorded on a continuous basis.
- Linfox Employees monitor images.
- The cameras will not be used to monitor productivity.

16. DRUG & ALCOHOL PROCEDURE

The parties agree to work together to develop and implement a Drug & 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.

17. REDUCTION IN 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.

PART THREE: EMPLOYMENT CATEGORIES

18. EMPLOYMENT CATEGORIES

18.1 Part Time Employment

18.1.1 Implementation of permanent part-time employment to exist together with permanent & casual employment.

18.1.2 Where Linfox Wyong, NSW is willing to employ a person part-time (and the offer of employment 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.

18.1.3 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.

18.1.4 An employee is entitled to a minimum start per occasion of 3 continuous hours, except:

- (a) Where the employer and the employee concerned agree that there shall be a start of 2 continuous hours on 2 or more days per week, provided that:
 - (i) a 2 hour start is sought by the employee to accommodate the employee's personal circumstances, which must be specified, or
 - (ii) the place of work is within a distance of 5 km of the employee's place of residence.

18.1.5 A part time employee may work up to 38 hours per week without payment of overtime.

18.1.6 Any hours worked by a part time employee outside the ordinary hours of work as set out in clause 34, Hours of Work, or in addition to the 38 hours per week, shall be paid at overtime rates.

18.1.7 Subject to this clause, all the provisions of this agreement shall apply to a part time employee on a pro rata basis.

18.2 Casual Employment

18.2.1 The Company commits to pay casual Employees engaged through an Agency at the casual EBA rates of pay applicable to their grade.

18.2.2 Casual employees shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty-eight (38), plus 15% per centum, calculated to the nearest half cent.

(Notation: The New South Wales Holiday Act provides that casual employees under this agreement are entitled to receive an additional amount equal to one twelfth (1/12) of their ordinary time earnings in lieu of Annual Leave.)

18.2.3 Casual employees shall be paid at the time their services are dispensed with at the place where the work is performed.

PART FOUR: EMPLOYMENT RELATIONSHIP

19. TERMS OF ENGAGEMENT

19.1 Employees are to be engaged as weekly or casual hands. A weekly employee is one engaged by the week and paid by the week and whose engagement shall be terminable by a week's notice on either side, such notice not to be continued from week to week; provided that an employee who is guilty of misconduct may be dismissed at any time without notice.

19.2 Such notice shall be given on and take effect from pay day or, in lieu of such notice, a week's pay shall be given.

19.3 When a weekly hand is engaged on any day, other than the day immediately following pay day, the employee shall be entitled to casual rates for the broken portion of the week worked by the employee.

19.4 A casual hand is one whose period of engagement may be terminated at any time; provided that, when a casual hand is employed, the employee shall continue in employment until the first break after engagement; provided further

that such period of engagement is not to be less than four hours. If the employee's employment continues after the said break, the employee shall be paid for a fu

19.5 Provided that an employee whose employment is terminated by the employer on the working day immediately preceding a holiday or holidays, otherwise than from misconduct, shall be paid for such holiday or holidays. This subclause is not to apply to an employee during the first month of engagement.

20. REDUNDANCY

The parties reserve the right to negotiate a redundancy package in the event of redundancy.

PART FIVE: CLASSIFICATIONS, WAGES & RELATED MATTERS

21. CLASSIFICATIONS/ GRADING STRUCTURE

The parties agree to adhere to the terms of the grading structure, please see Appendix 1 attached.

22. 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.

23. LABOUR SHEETS

The parties agree to the computerisation of labour sheets.

24. ROSTERED DAYS OFF

By mutual agreement, 2 weeks notice will be given for taking of RDO's, unless it is arranged otherwise by mutual agreement.

25. SECRET BALLOTS

It is agreed that Employees may elect to vote on important issues by way of a secret ballot.

26. 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 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.

27. QUALITY CONTROL

Where practicable, Linfox employees will perform quality control sampling.

28. WAGES

Subject to this Enterprise Agreement the following Hourly Base rates shall apply:

GRADE	Rate @ 12th April 2005	Rate @ 12th Sep 2005	Rate @ 12th April 2006
1	14.9937	17.0668	17.7496
2	16.4142	17.8113	18.5238
3	17.3735	18.7089	19.4573
4	18.0686	18.9334	19.6907
5	18.9313		
6	19.6623		
Shuttle	18.5916		

29. METHOD OF PAYMENT OF WAGES

29.1 Wages shall be paid by Electronic Funds Transfer on Wednesday each week. Provided, that where Public Holidays preclude this, the Employer may pay wages on Thursday without penalty.

29.2 Subject to subclause (29.1) of this clause, payment of wages may be made by means of payment by cash or electronic funds transfer, provided that payment by electronic funds transfer shall not be used where its use would create harsh or unreasonable circumstances to employees.

29.3 Wherever wages are paid by electronic funds transfer under subclause (29.1) of this clause, the employer shall meet the following costs:

- (a) The employee's account establishment costs.
- (b) The cost of each deposit of wages in the employee's account, including government charges.

- (c) The cost of a single withdrawal of each deposit of wages from an employee's account.

29.4 Wherever there exists a restructuring and efficiency agreement ratified by the Industrial Relations Commission of New South Wales, then the terms of that agreement, in so far as the agreement concerns payment by electronic funds transfer, shall apply in lieu of subclauses 29.2 & 29.3 of this clause.

29.5 Where the agreement does not provide for payment by electronic funds transfer, then the payment shall be the method used by the employer at the date of ratification of the agreement.

30. 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.

31. ALLOWANCES & SPECIAL RATES

31.1 A combined allowance payment will be payable in lieu of all allowances set out in the Storemen & 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, see Table 2, Allowances & Special Rates.

Employees are not eligible for allowances which are not included in this Agreement.

31.2 The combined allowance is valued at \$13.24 as at 12 April 2005 and will become \$13.77 as at 12 April 2006 and will remain at that rate until the expiry of the agreement.

32. MIXED FUNCTIONS

An employee called upon to perform duties carrying a higher margin shall be paid for a minimum of four (4) hours for each day when so called upon; provided that should the higher functions extend beyond four hours, the employee shall receive the higher rate for the full day.

No employee shall suffer any reduction in wages if temporarily employed on work of a lower rate of pay.

33. SUPERANNUATION

33.1 Definitions - In this clause the following definitions shall apply:

(a) **"L.U.C.R.F."** shall mean the Labor Union Co-operative Retirement Fund.

(b) **"Approved Fund"** shall mean a Superannuation Fund which has been approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.

(c) **"Eligible Employee"** shall mean a weekly or casual employee who is employed to work in the establishment pursuant to the terms of this agreement and who has been so employed for four (4) calendar weeks.

In the case of casual employees, ordinary hours of service need not be continuous. All hours of service accumulated by a casual employee shall be included in the calculation of ordinary hours of service towards the attainment of the qualifying period.

(d) **"Freedom of Choice"** shall mean an individual choice of each employee as to which superannuation scheme he/she wishes to join. The options shall be either L.U.C.R.F. or an Approved Fund of the company's choosing.

(e) **"Ordinary-time Earnings"** shall mean:

(i) In the case of a weekly employee, his/her classification's weekly rate of pay for ordinary hours of labour; or

(ii) in the case of a casual employee, earnings for his/her classification during ordinary working hours (including 15% casual loading).

(iii) A classification's rate shall include the rate per week and allowances related to work and/or conditions.

(iv) Ordinary time earnings shall also include any over award payment.

33.2 Contributions

33.2.1 An employer shall pay to the Trustee of L.U.C.R.F. or an Approved Fund in respect of each eligible employee, an amount equal to nine per centum 9% of the employee's ordinary-time earnings in accordance with the exercise of such employee's freedom of choice.

33.2.2 When an employee becomes an eligible employee after having completed the required qualifying period of employment, the employer shall pay contributions for the qualifying period.

33.2.3 The employer may make a pro rata deduction from the weekly contribution for each hour that an employee is absent from work without pay.

33.2.4 The employer shall remit to the Trustee of L.U.C.R.F. or an Approved Fund, which ever is applicable, all payments due in respect of eligible employees immediately at the conclusion of each calendar month or at such other times and in such other manner as may be agreed in writing between the employer and the Trustee.

33.3 Existing Arrangements

Nothing in this clause shall affect any arrangement for the payment of nine percent (9%) Occupational Superannuation, (emanating from the State Wage Case Decision of 1986 and subsequent decisions) into L.U.C.R.F or an approved fund, which commenced before 20th March 1989.

Further, it is not the intent of this clause to reduce the terms of any existing agreement between an employer and the trustee of L.U.C.R.F or of an Approved Fund, whichever is applicable.

33.4 Leave Reserved

Leave is reserved to any party to apply in Matter No. 11 of 1989 in respect of any unforeseen circumstances not contemplated by the parties at the time that clause was inserted into this agreement.

(**NOTATION:** Employees covered by this agreement are also covered by the provisions of the *Superannuation Guarantee Charge Act* 1992 (Cth.) and the *Superannuation Guarantee (Administration) Act* 1992 (Cth.) and complementary legislation. Nothing in this notation, however, shall be used to reduce any benefits enjoyed by employees as at the date of the making of this agreement.)

PART SIX: HOURS OF WORK, BREAKS OVERTIME

34. HOURS OF WORK

34.1 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 a four week cycle and cannot be changed during the cycle.

34.2 The ordinary working hours, exclusive of meal times, shall average 38 per week, Monday to Friday worked as follows:

(a) Increase in the spread of hours to provide for a 6.00am start. Spread of hours 6am – 5.30pm.

It is agreed that by mutual agreement with individual Employees, the spread of hours may be widened to allow for a 5.00am start.

This clause does not apply to Employees working a permanent early morning shift, and will not exceed 5 days per 4 week period.

(b) Once having been fixed, the time for commencing and finishing work shall not be altered without at least 7 days' notice to the employees concerned or, by mutual agreement between the employer and such employees where the majority of the employees and the employer so agree, the starting time may be varied to an earlier time.

34.3 Except as provided in subclauses 34.5 & 34.6 of this clause, the 38-hour average week may be worked in any one of the following ways:

(a) by employees working less than 8 ordinary hours each day or

(b) by employees working less than 8 ordinary hours on one or more days each week; or

(c) by fixing one weekday on which all employees will be off during a particular work cycle; or

(d) by rostering the employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle.

34.4 The method of working a 38-hour average week shall be at the discretion of the employer, who shall nominate which method prescribed in subclause 34.3 of this clause shall apply. Provided that the employer shall not subsequently alter the method of implementation without advising the employee subject to the alteration at least 7 days in advance of the date on which the altered method of implementation is to take effect.

34.5 Subject to the provisions of subclause 34.2 of this clause and subclauses 36.1 & 36.2, Shift Work, should the employer and the majority of employees in the establishment agree, the ordinary working hours may exceed 8 on any day to enable a weekday off to be taken more frequently than would otherwise apply.

34.6 Different methods of implementation of a 38-hour week may apply to various groups or sections of employees in the plant or establishment concerned.

34.7 Except as provided in 34.8 of this clause, in cases where an employee, weekday he/she is to take off.

in accordance

34.8 (a) The employer, with the agreement of a majority of employees in the establishment, may substitute the day an employee is to take off in accordance with paragraph (c) or (d) of 34.3 of this clause, for another day in the case of a breakdown in machinery, or a failure or shortage of electric power, to meet the some other emergency situation.

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(b) An employee who is required by his/her employer to work on his/her scheduled day off in circumstances other than those in paragraph (a) of this subclause, shall be paid overtime rates or be granted an alternative day off. Such choice shall be at the option of the employee.

(c) An individual employee, with the agreement of the employer, may substitute the day he/she is to take off for another day.

(d) (1) Subject to subparagraph (2) of this paragraph, the employer may hold up to a maximum of five (5) days accrued in accordance with paragraphs (c) and (d) of 34.3 of this clause.

The accrued days are to be taken at a time mutually agreed between the employer and the employee.

(2) Wherever there exists a restructuring and efficiency agreement ratified by the Industrial Relations Commission of New South Wales, the terms of that agreement, in so far as the agreement concerns the accrual of rostered days off, shall apply in lieu of (1) above.

Where the agreement does not provide for an accrual of rostered days off, the employer shall not have discretion to require an accumulation of rostered days off in accordance with (1) above.

35. SHIFT WORK

35.1 Definitions - For the purposes of this clause:

"Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.

"Continuous Work" means work carried on with consecutive shifts of persons throughout the 24 hours of each of at least 6 consecutive days without inter

"Early Morning Shift" means any shift commencing at or after 4.00 a.m. and before 6.30 a.m.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.

"Rostered Shift" means a shift of which the employee concerned has had at least forty-eight (48) hours' notice.

35.2 Hours - Continuous Work Shifts - The ordinary working hours of shift workers emp

(a) shall not exceed one hundred and fifty-two (152) in any work cycle; and

(b) except as provided in subclause 34.5 of the said clause Hours of Work, shall not exceed:

- (1) eight in any one day; nor
- (2) forty-eight in any one week; nor
- (3) eighty-eight in any fourteen consecutive days; nor
- (4) one hundred and twenty-eight in any twenty-one consecutive days.

35.3 Hours - Other Than Continuous Work - The ordinary working hours of shift workers not on continuous shifts shall be an average of thirty-eight (38) per week as provided for in clause 34 Hours of Work. Such ordinary working hours:

(a) shall not exceed one hundred and fifty two (152) in any work cycle; and

(b) except as provided in subclause 34.5 of the said clause 34, Hours shall not exceed:

- (1) eight (8) in any one day; nor
- (2) forty (40) in any one week; nor
- (3) eighty (80) in any fourteen consecutive days; nor

(4) one hundred twenty (120) in any twenty-one consecutive days.

35.4 Hours - General - The ordinary working hours of shift workers shall be worked at such times as the employer may require, provided that:

- (a) Except at the regular changeover of shifts, an employee shall not be required to work more than one shift in any twenty-four (24) hours.
- (b) Twenty (20) minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.
- (c) The ordinary working hours of any shift shall be worked continuously except for meal breaks, to be taken at such times as the employer may direct and two (2) rest periods for morning and afternoon tea, each of 10 minutes duration which shall be counted as time worked.
- (d) No employee shall be required to work for more than five (5) consecutive hours without a meal break.

35.5 Rosters - Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

35.6 An employee shall not be required by the employer to work an early morning shift where this would impose upon that employee any unreasonable personal hardship(s). Without limiting the generality of the concept "any unreasonable personal hardship(s)", it shall include where an employee is unwilling to work a morning shift on account of illness, incapacity, domestic or other pressing necessity. Provided further that the employer shall consult with the accredited representative of the union in relation to the implementation of an early morning shift.

35.7 Early Morning Shift Allowances -

- (a) A shift worker whilst on early morning shift shall be paid for such shift a penalty payment of twelve and a half per cent in addition to his/her ordinary rate of pay.
- (b) A shift worker who works on morning shift which does not continue for at least five (5) successive mornings in a five-day workshop or for at least 6 successive mornings in a six-day workshop shall be paid, for each such shift, 50 per cent for the first three(3) hours thereof and 100 per cent for the remaining hours thereof in addition to his/her ordinary rate.

35.8 Afternoon or Night Shift Allowances -

(a) A shift worker whilst on afternoon or night shift shall be paid for such shift 25 per cent more than his/her ordinary rate.

(b) A shift worker who works on an afternoon or night shift which nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid, for each such shift, 50 per cent for the first three (3) hours thereof and 100 per cent for the remaining hours thereof in addition to his/her ordinary rate.

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(c) An employee who:

(1) during a period of engagement on shift works night shift only; or

(2) remains on night shift for a longer period than four (4) consecutive weeks; or

(3) works on a night shift which does not rotate or alternate with another shift or with day work so as to time off night shift in each shift cycle; shall, during such engagement period or cycle, be paid 30 per cent more than his/her ordinary rate for all time worked during ordinary working hours on such night shift.

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35.9 Saturday Shifts - The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and one-half. Such extra rate shall be in substitution for, and not cumulative upon, the shift premiums prescribed in subclause 36.7 of this clause.

35.10 Shift premiums as prescribed in subclauses 35.7 & 35.8 remain applicable to RDO's.

35.11 Overtime - Shift workers, for all time worked in excess of or outside the

ordinary wo

(a) if employed on continuous work, be paid at the rate of double time; or

(b) if employed on other shift work, be paid at the rate of time and one-half for the first two hours, and double time thereafter, except in each case when the time is worked:

(c) by arrangement between the employees themselves;

(d) for the purpose of effecting customary rotation of shifts; or

(e) on a shift to which an employee is transferred on short notice

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Provided that when not less than eight (8) hours' notice has been given to the employer by a relief employee that he/she will be absent from work and the employee whom he/she should relieve is not relieved and is required to continue to work on his/her rostered day off, the unrelieved employee shall be paid double time.

35.12 Requirements to Work Reasonable Overtime - The employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

35.13 Sundays and Holidays - Shift workers on continuous shifts, for work on a rostered shift the major portion of which is performed on a Sunday or holiday, shall be paid as follows:

- (a) Sundays - at the rate of double time.
- (b) Holidays as prescribed by clause 48, Holidays, at the rate of double time. Shift workers on other than continuous work for rates prescribed by clause 48.2, Sunday and Holiday Rates of Pay.

Where shifts commence between 11.00 p.m. and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the shifts fall partly on a holiday, that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

35.14 Daylight Saving - Notwithstanding anything contained elsewhere in this agreement, in any area where, by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State, the length of any shift:

- (a) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- (b) commencing on or before the time prescribed by such legislation for the termination of a summer time period, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

In this subclause, the expressions "standard time" and "summer time" shall have the same meanings as are prescribed by the relevant State legislation.

35.15 Clauses 38, Overtime; 37, Meal Breaks & Rest Periods; and subclause 34.2 (a) , (b), Hours of Work, shall not apply to shift workers.

35.15 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty, he/she shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until he/she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shift workers as if eight (8) hours were substituted for ten (10) hours, when overtime is worked -

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
- (c) where a shift is worked by arrangement between the employees themselves.

36. MEAL BREAKS & REST PERIODS

36.1 Breaks for Meals

36.1.1 Breakfast - 7.00 a.m. to 8.00 a.m. (only applicable to employees working overnight).

36.1.2 Dinner - As far as reasonably possible, there shall be a common dinner meal break for employees in the establishment. The employer shall appoint the time of the meal break of one hour to be taken between 12 noon and 2.00 p.m., provided that by mutual arrangement between the employer and the employee concerned, one half hour may be substituted for such meal breaks.

Tea – The hour immediately succeeding the usual finishing time.

36.1.3 The appointed meal break shall not be changed, except upon seven days' notice to the employees concerned, and the pre-existing meal break shall continue to apply until the expiration of the said notice.

36.2 Working During Meal Hours

36.2.1 Subject to the provisions of 37 & 37.3, the employer may require an employee to work during his/her recognised meal break as part of his/her ordinary time.

36.2.2 Wherever there exists a Restructuring and Efficiency Agreement ratified by the Industrial Relations Commission of New South Wales, the terms of that agreement, insofar as the agreement concerns working in a recognised meal break, shall apply in lieu of subclause 37.2.1 of this clause.

36.2.3 Where the agreement does not provide for working in recognised meal breaks, all employees called upon to work during meal hours shall be paid double time for the period in which the meal break occurs and that rate shall continue until a meal break is allowed. Nothing in this subclause shall affect the operation of clause 37 & 37.3, Breaks for Meals.

36.3 Afternoon Tea Break

36.3.1 The parties agree that the afternoon tea break may be scheduled at different times provided:

- (i) There is mutual agreement
- (ii) Individual Employees must give one months notice to management, of their intention to move the afternoon tea break.

36.3.2 As previously agreed, the afternoon & morning tea breaks are of 10mins duration.

36.3.3 It is agreed that 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:

- (i) The break excludes:
 - (a) Anyone who is working in Retail & 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 returns in DTS
 - (e) Anyone invoicing cartons in DTS
- (ii) 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.
 - (iii) The time at which the break will be taken will be agreed upon and coordinated by the DTS supervisor and those entitled to the break.
 - (iv) The break will not be used for the purpose of having a cup of coffee/tea/cigarette.

36.4 Rest pauses shall be allowed from 10.00 a.m. to 10.10 a.m. and from 3.15 p.m. to 3.25 p.m.

36.5 Meal Allowance

Employees required to work overtime in excess of 1 hour shall receive a meal allowance as set out in item 3 of Table 2, Special Rates & Allowances in this agreement to be paid immediately on ceasing work prior to commencing overtime.

37. OVERTIME

37.1 All work done before the starting time and/or after the finishing time fixed in accordance with clause 34, Hours of Work, Monday to Friday, inclusive, or on a Saturday, shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.

37.2 All work done on Saturday for two hours after an employee's normal weekday starting time shall be paid for at the rate of time and one-half and double time thereafter. Work performed on Saturday before such normal weekday starting time or after the expiration of the said 2 hours or 12 noon, as the case may be, shall be paid for at the rate of double time. Employees who have been notified of the intention to work overtime on Saturday shall be paid for a minimum of four hours, even if such hours are not worked.

37.3 All overtime and meal hour rates shall be calculated to the next succeeding quarter of hour.

37.4 An employee recalled to work overtime after leaving the premises (whether notified before or after) shall be paid a minimum of four hours' work at the rate of

double time, each time so recalled. This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside ordinary working hours or where overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary working time.

37.5 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/she ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of the employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double rates until released from duty for such period, and shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during

such absence.

38. CRIB TIME

An employee working overtime shall be allowed a crib of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

If employees are required to work during such crib time, double time rates shall be paid.

39. 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.

40. CHANGE OF SHIFT

By mutual agreement a minimum of 24 hours notice may be given for any change of shift.

PART SEVEN: LEAVE

41. ANNUAL LEAVE

41.1 See *Annual Holidays Act 1944*

41.2 Annual Leave Loading

This clause takes effect on and from 1 January 1974. It applies only in relation to annual holidays to which employees become or have become entitled after 31 December 1973.

41.2 In this clause, the Annual Holidays Act 1944 is referred to as "the Act".

41.3 Before an employee is given and takes his/her annual holiday, or where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay the employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause 41.7 of this clause.)

41.4 The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this agreement.

41.5 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled since 31 December 1973, under the Act and this agreement (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked), and which commences on or after 1 January 1974 or, where such holiday is given and taken in separate periods, then in relation to each such separate period.

(NOTE: See subclause 41.7 of this clause as to holidays taken wholly or partly in advance after 31 December 1973.)

41.6 The loading is the amount payable for the period, or the separate period as the case may be, stated in subclause 41.5 of this clause, at the rate per week of 17½ % of the appropriate ordinary weekly time rate of pay prescribed by this agreement for the classification in which the employee was employed immediately before commencing his/her annual holiday but shall not include amounts prescribed for any other allowances, penalty rates, shift allowances, overtime rates or any other payments prescribed by this agreement.

41.7 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with 41.6, applying the rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance after 31 December 1973, and the entitlement to the holiday arises on and after 1 January 1974.

41.8 Where, in accordance with the Act and after 31 December 1973, the employer's establishment or part of it is temporarily closed down for the purpose of g

(a) An employee who is entitled under the Act to an annual holiday and who is given and takes a holiday shall be paid the loading calculated in accordance with subclause 41.6 of this clause.

(b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid, in addition to the amount payable to him/her under the Act, such propor completed weeks bears to 52.

41.9 (a) When the employment of an employee is terminated by the employer on or after 1 January 1974 for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled after 31 December 1973, he/she shall be paid a loading calculated in accordance with subclause 41.6 of this clause for the period not taken.

(b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

(c) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if he had not been on holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

42. LONG SERVICE LEAVE

See Long Service Leave Act 1955.

43. SICK LEAVE

43.1 An employee for the time being working under the agreement who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity (including incapacity resulting from injury within the *Workers' Compensation Act 1987*), not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary-time rates of pay for the time of such non-attendance; provided that he/she shall not be entitled to paid leave of absence for any period of which he/she is entitled to workers' compensation.

43.2 (1) Subject to subparagraph (2) of this paragraph, an employee shall, within six hours of the commencement of such absence or within such time as it practicable for the employee, inform the employer of their inability to attend for duty and, as far as possible, state the estimated duration of the incapacity.

(2) Wherever there exists a restructuring and efficiency agreement ratified by the Industrial Relations Commission of New South Wales, then the terms of the agreement, insofar as the agreement concerns notice of sickness, shall apply in lieu of subparagraph (1) of this paragraph.

(3) Where the agreement does not provide for notice of sickness, then notice of an employee's inability to attend for duty shall be made within 24 hours of the commencement of absence and shall include the information nominated in subparagraph (1)

43.3 The Employee shall prove to the satisfaction of the employer (or, in the event of a dispute, the Industrial Relations Commission) that he/she is or was unable, to attend for duty on the day(s) for which payment under this clause is claimed.

43.5 Except as herein provided, the employee shall not be entitled in the first year of employment to leave in excess of five (5) days, and ten (10) days in the second and subsequent years of employment. Sick pay entitlement for part-day absences shall be calculated proportionately by multiplying the duration of sick leave absence by the average daily pay for ordinary hours and dividing the sum by the ordinary hours normally worked that day.

43.6 The rights under this clause shall accumulate from year to year, so that any part of the sick leave which has not been allowed in any year may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the employer in any subsequent year of employment. Any rights which accumulate pursuant to this subclause shall be available to the employee for a period of 12 years in addition to the current year but no longer, from the end of the year in which they have accrued.

43.7 For the purpose of this clause, continuous service shall be deemed not to have been broken by:

- (1) any absence from work on leave granted by the employer;
- (2) any absence from work by reason of personal illness, injury or other reasonable cause. (proof whereof shall in each case be upon the employee):

Provided that any time so lost shall not be taken into account in computing the qualifying period of three months.

43.8 The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment, at which time the payments shall be made.

43.9 Service before the date of this agreement shall be counted for the purpose of assessing the annual sick leave entitlement but shall not be taken into consideration in arriving at the period of accumulated leave. Accumulated leave at the credit of the employee at the commencement of this agree

43.10 Single-day Absences - In the case of an employee who claims to be allowed paid sick leave, in accordance with this clause, for an absence of one day only, such employee if in the year he/she has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he/she produces to the employer a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident.

44. PERSONAL/CARER'S LEAVE

44.1 Use of Sick Leave -

44.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 44.2(ii) , who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 43, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

44.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

44.2 The entitlement to use sick leave in accordance with this subclause is subject to:

(i) the employee being responsible for the care of the person concerned;
and

(ii) the person concerned being:

(a) a spouse of the employee; or

(b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

(c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

(d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(e) a relative of the employee who is a member of the same household. Where for the purposes of this subparagraph:

(1) "relative" means a person related by blood, marriage or affinity;

(2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and

(3) "household" means a family group living in the same domestic dwelling.

44.3 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care, and that person's relationship to employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

44.4 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in clause 44.2 who is ill.

44.5 Annual Leave -

- (a) An employee may elect, with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

44.6 Time Off in Lieu of Payment for Overtime -

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the agreement.

44.7 Make-up Time -

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the agreement, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

44.8 Rostered Days Off -

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing the union which is both party to the agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

45. BEREAVEMENT LEAVE

- 45.1** An employee shall be entitled to bereavement leave, up to and including the day of the funeral, without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work on each occasion of the death of a person as prescribed in subclause 45.3 of this clause.
- 45.2** The employee shall provide proof of death to the satisfaction of the employer, if required by the employer.
- 45.3** Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in subclause 44.2 (ii), Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been

responsible for the care of the person concerned.

45.4 An employee shall not be entitled to bereavement leave during any period in respect of which the employee has been granted other leave.

45.3 An employee shall be entitled to bereavement leave under this clause in the event on each occasion of the death outside Australia of a person prescribed in subclause 45.3 above, and the employee goes overseas to attend the funeral.

45.4 Bereavement leave may be taken in conjunction with other leave available under subclauses 44.1.1, 44.4, 44.5, 44.6, 44.7, 44.8 of Clause 44, Personal Carer's Leave. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

46. PARENTAL LEAVE

Subject to the terms of this clause Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees.

46.1 An eligible casual Employee means a casual Employee:

- (a) employed on a regular and systematic basis for several periods of employment or on a regular and systematic basis for at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

46.1.1 An Employer must not fail to re-engage a casual Employee because:

- (a) the Employee or Employee's spouse is pregnant; or
- (b) the Employee is or has been immediately absent on parental leave.

46.1.2 The rights of an Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

46.2 Definitions

(i) For the purpose of this clause child means a child of the Employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

(ii) Spouse includes a de facto or former spouse.

46.3 Basic entitlement

46.3.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child.

46.3.2 Subject to 46.3.1, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

(i) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

(ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

46.3.3 Employees shall be entitled to 14 weeks paid maternity leave and 6 weeks paid paternity leave. The period of paid leave is deducted from the period of the unpaid entitlement set out above. The Employee shall be paid at the rate of their ordinary weekly earnings.

46.4 Maternity leave

46.4.1 An Employee must provide notice to the Employer in advance of the expected date of commencement of parental leave. The notice requirements are:

(i) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant) - at least ten weeks;

(ii) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

46.4.2 When the Employee gives notice under 46.4.1 the Employee must also provide a statutory declaration stating any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

46.4.3 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

46.4.4 Subject to 46.4.1 and unless agreed otherwise between the Employer and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

46.4.5 Where an Employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, an Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

46.4.6 Special maternity leave

(i) Where the pregnancy of an Employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

(ii) Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

(iii) Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

46.5 Paternity leave

46.5.1 An Employee will provide to the Employer at least ten (10) weeks prior to each proposed period of paternity leave, with:

(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

(c) a statutory declaration stating:

(i) he will take that period of paternity leave to become the primary care-giver of a child;

- (ii) particulars of any period of maternity leave sought or taken by his spouse; and
- (iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

46.5.2 The Employee will not be in breach of 46.5.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

46.6 Adoption leave

46.6.1 The Employee will notify the Employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.

46.6.2 Before commencing adoption leave, an Employee will provide the Employer with a statutory declaration stating:

- (i) the Employee is seeking adoption leave to become the primary care-giver of the child;
- (ii) particulars of any period of adoption leave sought or taken by the Employee's spouse; and
- (iii) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.

46.6.3 An Employer may require an Employee to provide confirmation from the appropriate government authority of the placement.

46.6.4 Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

46.6.5 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

46.6.6 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid

leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

46.7 Variation of period of parental leave

Unless agreed otherwise, an Employee may apply to their Employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

46.8 Parental leave and other entitlements

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements that they have accrued subject to the total amount of leave not exceeding 52 weeks.

46.9 Transfer to a safe job

46.9.1 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

46.9.2 If the transfer to a safe job is not practicable, the Employee may elect, or the Employer may require the Employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

46.10 Returning to work after a period of parental leave

46.10.1 An Employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

46.10.2 An Employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to 46.9, the Employee will be entitled to return to the position they held immediately before. Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

46.10.3 An eligible casual Employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled

to the position which they held immediately before proceeding on parental leave. Where such a position is no longer available, but there are other positions available that the Employee is qualified for and is capable of performing, the Employer shall make all reasonable attempts to return the Employee to a position comparable in status and pay to that of the Employee's former position.

47. JURY SERVICE

An employee shall be allowed leave of absence during any period when required to attend for jury service. During such absence, an employee shall be paid the difference between the jury service fees received and the employee's rate of pay as if working.

An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirements as soon as practicable.

48. SUNDAYS & PUBLIC HOLIDAYS

48.1 Public Holidays

The following days, or the days upon which they are observed, shall be holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and the picnic day of the National Union of Workers, New South Wales Branch, which shall be held on the first working day after Boxing Day each year, and any day which may hereafter be proclaimed a public holiday for the district in which the employee is employed.

48.1.1 In the case of weekly employees, the above days shall be paid even though not worked.

48.1.2 In the case of an employee whose ordinary hours of work are arranged in accordance with clause 34.3 (c), (d), Hours, the weekday to be taken off shall not coincide with any holiday fixed in accordance 48.1 of this clause. Provided that in the event that a holiday is prescribed after an employee has been given notice of his/her weekday off in accordance with 34.7, and the holiday falls on the weekday the employee is to take off, the employer shall allow the employee to take the day off on an alternative weekday.

48.1.3 Where an employee is absent from his/her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday. Reasonable excuse shall be satisfied by a certificate from a duly qualified medical practitioner or a statutory declaration.

48.2 Sunday and Holiday Rates of Pay

48.2.1 All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time in addition to an ordinary day's pay.

48.2.2 All time worked on Sundays shall be paid for at the rate of treble time.

48.2.3 All time worked on a holiday referred to in the preceding clause, shall be paid at the rate of double time and one-half.

48.2.4 For work performed on a holiday which falls on a Saturday, payment shall be made at the rate of double time and one-half.

48.2.5 The minimum payment for work performed on Saturdays shall be four hours at the appropriate rate. Sundays or holidays shall be eight hours at the appropriate rate.

PART EIGHT: AGREEMENT COMPLIANCES & UNION RELATED MATTERS

49. RIGHT OF ENTRY

In order to facilitate the operation of this Agreement and/or to ensure its observance, an authorised Union representative is entitled to enter at all reasonable times upon the premises and to interview any Employee, but not so as to interfere unreasonably with the Employer's business.

50. TIME AND WAGES RECORD

The Employer is required to keep time and wages records showing the name of each Employee, the hours worked each day, and the wages overtime and allowances (if any) paid each week. These records are to be made available for inspection by an authorised representative of the Union.

51. INFORMATION TO BE SUPPLIED BY THE EMPLOYER

In order to facilitate the operation of and for the purposes of the Avoidance of Industrial Disputes, the Introduction of Change clause and the Redundancy clause, the Employer will upon written request supply to the Union a list of the names, addresses and classifications of the Employees whose employment is covered by this Agreement. The Employer is not required to supply this list more frequently than once every three months.

52. COPY OF AGREEMENT

Each Employee shall be supplied with a copy of this Agreement.

53. UNION RECOGNITION & MEMBERSHIP

53.1 The Employer recognises the National Union of Workers NSW Branch (NUW) as the union representing all employees in related classifications who are covered by this Agreement. This representation extends to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement.

53.2 It is a policy of the Employer that all Employees subject to this Agreement shall be given the opportunity to join the National Union of Workers NSW Branch.

53.3 Deduction & Remittance of Union Membership Fees

The Employer upon authorisation will deduct Union membership fees, as levied by the NUW NSW Branch in accordance with its rules, from the pay of Employees who are members of the NUW at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscription to members' accounts.

53.4 All new Employees shall be advised of the matters set out in 54.1 54.2, 54.3 above and shall be introduced to the site NUW Delegates upon being accepted for employment.

53.5 Union Delegates

53.5.1 Where an employee is elected by fellow employees as a Union Delegate and their name is forwarded by the Union to the employer the said Union Delegates shall be allowed by the employer such time as is necessary to interview employees/ the employer or employer's representative on matters affecting the employees whom the Delegate represents.

53.5.2 Delegates Meeting Off-site – The Company will allow one Delegate per 12 workers up to a maximum of 3 Delegates, 5 paid days each, per year to attend off site Union meetings. The Company may allow more Delegates and/or days by mutual agreement between the Employer and the Union. Any Delegates off site meetings will be confirmed by letter forwarded by the State Secretary of the NUW.

PART NINE: MISCELLANEOUS

54. GENERAL CONDITIONS

- (i) Employees who are discharged through slackness of work shall be given first preference of employment when labour is being re-engaged.
- (ii) Adequate First-aid facilities shall be kept on the premises of each employer and shall be maintained in accordance with Occupational, Health and Safety Legislation and Regulations, as amended from time to time. The employee who is appointed as a First-aid Attendant shall be paid an additional payment at the rate set out in item 3, Table 2.
- (iii) Dining room, suitable sanitary conveniences, wash basins and facilities for changing clothes shall be provided by the employer (subject to the State Act.)
- (iv) A sufficient supply of boiling water shall be provided at meal times for all employees.
- (v) Good quality overalls and gloves shall be provided by the employer, free of cost, to each weekly employee and replaced when necessary. Gloves shall be made available to casuals when reasonably required.
- (vi) Employees required to subject themselves to climatic conditions shall have made available to them, when required, a complete set of wet weather gear.
- (vii) The employer shall provide, free of charge, a suitable cleaner for the removal of excess dirt, grease or any other objectionable substance not normally encountered in "clean" work.

55. LAUNDERING UNIFORMS

The parties agree that the responsibility for laundering uniforms shall rest with the Employees.

56. SIGNATORIES

For and on behalf of Linfox Australia Pty Ltd at the Wyong site – 3 Sanitarium Drive, Wyong NSW 2259

Signed:

Date:

In the presence of

Signed:

Date:

For and on behalf of the National Union of Workers NSW Branch – 3-5 Bridge Street,
Granville NSW

Signed:

Date:

In the presence of

Signed:

Date:

Linfox Australia, Wyong - Grading Structure

Co Pack Grade

A Storeman and Packer Co Pack Grade 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.
 - Co Packing functions, which includes but is not restricted to, repetitive packing, relabelling of goods.

- Satisfying internal customer needs
 - Use of a hand trolleys and 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
 - Posses good interpersonal and communication skills.
 - The Co Pack Grade is paid at the rate shown in the Letter of Agreement

Storeman and Packer Grade 1

A Storeman and Packer Grade 1 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 direction).
- 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 and de-stuffing containers.
 - Satisfying 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 communications skills.

Storeman and Packer Grade 2

A storeman and Packer Grade 2 shall mean an employee, who in addition to performing the duties of a Grade 1 Storeman and Packer :

- Has performed a minimum three months service as a Grade 1 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 1 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 1 Storeman and Packer.
- Demonstrates regular and timely attendance.

Storeman and Packer Grade 3

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 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 supervision.
- Responsible for assuring the quality of their own work.
- Possesses sound interpersonal and communication skills.
- May be required to assist in the development of a Grade 2 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 flexibly 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 so as to move to this grade will be offered to the senior employee's first.

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 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 work 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 the 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
- May perform shuttle driving – HC truck license required.
- 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 at least 12 months working as a Grade 3 Storeman and Packer.
 - Complies to company standards.

- The number of Grade 4's will be determined by business needs.
- Grade 4 wages will only be paid when a person is performing all functions of a Grade 4 on a full time basis, such as when replacing a Grade 4 who is on leave.
- People being trained as a Grade 4 will remain on Grade 3 wages.

Storeman and Packer Grade 6

Grade 6 no longer exists.

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.

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	16.4142	20.5178	21.3385	24.6213	32.8284	41.0355	49.2426
3	17.3735	21.7169	22.5856	26.0603	34.7470	43.4338	52.1205
4	18.0686	22.5858	23.4892	27.1029	36.1372	45.1715	54.2058
5	18.9313	23.6641	24.6107	28.3970	37.8626	47.3283	56.7939
6	19.6623	24.5779	25.5610	29.4935	39.3246	49.1558	58.9869
z	18.5916	23.2395	24.1691	27.8874	37.1832	46.4790	55.7748

Casual Employees

Grade	Ordinary Time	Afternoon Shift	Night Shift	T 1/2	DT	DT 1/2	Treble
1	18.6796	23.3496	24.2835	25.8641	34.4855	43.1069	51.7283
2	20.4494	25.5617	26.5842	28.3145	37.7527	47.1908	56.6290
3	21.6445	27.0556	28.1378	29.9693	39.9591	49.9488	59.9386
4	22.5105	28.1381	29.2636	31.1683	41.5578	51.9472	62.3367
5	23.5852	29.4815	30.6608	32.6565	43.5420	54.4275	65.3130
6	24.4959	30.6199	31.8447	33.9175	45.2233	56.5291	67.8349
Shuttle	23.1620	28.9525	30.1106	32.0705	42.7607	53.4509	64.1410

Effective Date: 12th September 2005 to 12th April 2006

Permanent Employees

Grade	Ordinary Time	Afternoon Shift	Night Shift	T 1/2	DT	DT 1/2	Treble
1	17.0668	21.3335	22.1868	25.6002	34.1336	42.6670	51.2004
2	17.8113	22.2641	23.1547	26.7170	35.6226	44.5283	53.4339
3	18.7089	23.3861	24.3216	28.0634	37.4178	46.7723	56.1267
4	18.9334	23.6668	24.6134	28.4001	37.8668	47.3335	56.8002

Casual Employees

Grade	Ordinary Time	Afternoon Shift	Night Shift	T 1/2	DT	DT 1/2	Treble
1	21.2624	26.5780	27.6411	29.4402	39.2536	49.0671	58.8805
2	22.1899	27.7374	28.8469	30.7245	40.9660	51.2075	61.4490
3	23.3082	29.1352	30.3006	32.2729	43.0305	53.7881	64.5457
4	23.5879	29.4848	30.6642	32.6601	43.5468	54.4335	65.3202

Linfox Australia Pty Ltd - Berkeley Vale

6/12/2005

Effective Date 12th April 2006 to April 12th 2007

Permanent Employees

Grade	Ordinary Time	Afternoon Shift	Night Shift	T 1/2	DT	DT 1/2	Treble
1	17.7496	22.1870	23.0745	26.6244	35.4992	44.3740	53.2488
2	18.5238	23.1548	24.0809	27.7857	37.0476	46.3095	55.5714
3	19.4573	24.3216	25.2945	29.1860	38.9146	48.6433	58.3719
4	19.6907	24.6134	25.5979	29.5361	39.3814	49.2268	59.0721

Casual Employees

Grade	Ordinary Time	Afternoon Shift	Night Shift	T 1/2	DT	DT 1/2	Treble
1	22.1130	27.6413	28.7469	30.6181	40.8241	51.0301	61.2361
2	23.0776	28.8470	30.0008	31.9536	42.6047	53.2559	63.9071
3	24.2405	30.3007	31.5127	33.5638	44.7518	55.9397	67.1277
4	24.5313	30.6642	31.8907	33.9665	45.2886	56.6108	67.9329

TABLE 2: ALLOWANCES & SPECIAL RATES as from 05/10/2005

ITEM/SUBJECT	AMOUNT
1. Meal Allowance	\$ 9.95 per meal
2. Leading Hand	
3. First-aid Attendant	\$2.03 per day