

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/320

**TITLE: Linfox Australia (Greystanes Tobacco Warehouse)
Enterprise Agreement 2005**

I.R.C. NO: IRC5/4836

DATE APPROVED/COMMENCEMENT: 26 September 2005 / 18 July 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 23 December 2005

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all warehouse employees employed by Linfox Australia Pty Ltd, engaged in the warehousing and operations of Linfox Australia at the Greystanes facility located at 8 Picrite Close, Greystanes, NSW who fall within the coverage of the Storemen and Packers Bond and Free Stores (State) Award.

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

LINFOX AUSTRALIA

(GREYSTANES WAREHOUSE)

ENTERPRISE AGREEMENT

2005

CLAUSE 1 TITLE

This Agreement shall be known as the Linfox Australia (GREYSTANES Tobacco Warehouse) Enterprise Agreement 2005.

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CLAUSE 3 PARTIES BOUND

- a. This Agreement is made between Linfox Australia of 8 Picrite Close, GREYSTANES, New South Wales, a logistics service of Linfox Group Limited ACN 004 073 410, and the National Union of Workers, New South Wales Branch, and shall be known as the Linfox Australia (GREYSTANES Tobacco Warehouse) Enterprise Agreement 2005.

- b. This Agreement applies to all Warehouse employees engaged in the warehousing and operations of Linfox Australia at the GREYSTANES facility located at 8 Picrite Close, GREYSTANES, NSW.
- c. This Agreement has been reached through consultation and consensus and decided upon without duress by any party.
- d. The Agreement shall be read and interpreted wholly in conjunction with the Storeman and Packers Bond and Free Stores (State) Award provided that where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.

CLAUSE 4 PERIOD OF OPERATION

This Agreement will apply from 18th July 2005 and remain in force for a period of three years consecutive years.

CLAUSE 5 DISPUTE PROCEDURES

5.1 Subject to the Act, any dispute shall be dealt with in the following manner:

- (a) The employee and appropriate supervisor shall attempt to resolve the matters in issue in the first place.
- (b) The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue.
- (c) In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between the representative of the Union and the workplace manager.
- (d) Should the dispute still remain unresolved the Secretary of the Union or a representative shall confer with senior management.
- (e) In the event of no agreement being reached at this stage, the dispute shall be referred to the Industrial Relations Commission for resolution.

5.2 All work shall continue normally while these negotiations are taking place.

5.3 Nothing in this agreement in any way limits or detracts from Linfox's rights at law, whether under common law or statute.

CLAUSE 6 NO EXTRA CLAIMS

There shall be no extra claim by either party during the life of this Agreement except where consistent with State Wage Case decisions.

CLAUSE 7 PERFORMANCE

The following are the issues agreed to between the employees and management and the Union for immediate implementation;

a) PRODUCTIVITY

The parties to this Agreement should work toward maintaining and monitoring productivity and efficiency targets as measured by key performance indicators.

b) PICK ERROR RATES

The parties will reduce and maintain the reduction of pick error rates to ensure that they fall within the Company’s commercial requirements and customer expectation. Linfox Australia will take appropriate measures, including counseling, (Refer Clause 33) to improve and maintain quality of work in line with contractual requirements.

c) CONTINUOUS IMPROVEMENT

The Company, Union and Employees are committed to a process of Continuous Improvement in the workplace for the benefit of all parties during the life of this Agreement.

CLAUSE 8 SICK LEAVE

SICK LEAVE ENTITLEMENT

Sick leave accrual will be as per Storeman & Packers Bond and Free Store (State) Award, paid at 7.6 hours per day. Year 1 – 5 Days, from Year 2 – 10 Days. Sick Leave entitlements will be paid from first day of permanency. RDO and Annual Leave will be accrued during paid Sick Leave.

SICK LEAVE NOTIFICATION

Employees who are not able to attend their shift must contact their Supervisor or nominated representative at least 1/2 hour prior to their shift commencement time.

SICK LEAVE PAYMENT

Sick Leave Payment is subject to the provision of a valid certificate in the following circumstances:

- Absences in excess of one day: or
- Absences in excess of four single days per anniversary year: or
- Absences of one day or more either side of a Public Holiday or RDO: or
- As requested by the appropriate Manager.

The retrospective taking of Annual Leave or RDO’s is not permissible. If employees have used all of their sick leave accrual they will be unpaid for any sick leave taken. Any variation to this rule will be at the Distribution Centre Manager’s discretion. This discretion will be used in cases of special leave or long term hospitalisation where this can be supported by documentation.

CLAUSE 9 WAGES

WAGE RATES				
	Present	2005	2006	2007
Increase		4%	4%	4%
	\$	\$	\$	\$
Base Storeperson Hourly Rate	18.1997	18.9276	19.6847	20.4721
Base Forklift Hourly Rate	18.8186	19.5713	20.3542	21.1683

The above increases (4% per annum) will be paid from the first full pay period from 17th July 2005, the first full pay period from 17th July 2006 and then the first full pay period from 17th July 2007.

Casual Loading is calculated at 15% plus 1/12th Annual leave of Base Hourly Rates.

Annual Leave Loading is calculated at 17.5% Base Hourly Rates

CLAUSE 10 ALLOWANCES

The following allowances shall apply for the term of the agreement and will be varied in accordance to the storemen and packers bond and free stores (State) award.

a) MEAL ALLOWANCES

Where in excess of one (1) hours overtime is worked on any day, a meal allowance of \$ 9.65 is payable.

b) FORKLIFT ALLOWANCE

To be increased in line with Increases to Base Rate. This allowance will form part of the normal hourly rate for Forklift drivers.

Permanent Employee's who are engaged and licensed as Forklift drivers will be paid an amount equivalent to the calculated weekly Forklift allowance. Forklift allowance is not payable for overtime hours.

Casual Employee's who are engaged and licensed as Forklift drivers will be paid the calculated allowance for all paid hours, on a daily basis, excepting overtime.

c) LEADING HAND ALLOWANCE

Weekly Allowance \$30.00

To be increased in line with Increases to Base rate. This allowance will form part of the base rate for Leading Hands.

d) FIRST AID ALLOWANCE

Weekly Allowance \$ 9.85
Per day \$ 1.97

e) AFTERNOON SHIFT ALLOWANCE

Employees engaged on Afternoon Shift shall receive a 25% Shift Allowance.

CLAUSE 11 MULTI-SKILLING

It is accepted that warehouse employees and CSO's (Customer Service Operators), can when applicable, perform functions traditional to either area of the business, provided adequate and suitable training is provided. In circumstances whereby a lack of available Stores personnel equates to an abnormally long production time, CSO's may if available and willing, be utilised in the warehouse environment.

CLAUSE 12 UNION MEETINGS

Site meetings for the purpose of Union matters may be held during normal paid time following due notice given and mutual agreement being reached between Management and the Union as to content and duration.

Any time in excess of this mutually agreed duration will be unpaid.

CLAUSE 13 PICNIC DAY

Picnic Day will be classified as the Friday prior to actual day proclaimed by the NUW, and all full time and part time employees who work this day will receive a day off work in lieu of penalty rates. The day taken off in lieu of the Picnic Day is to be taken at a time mutually agreed between the employer and the employee.

CLAUSE 14 ANNUAL LEAVE

The parties to this Agreement agree that Annual Leave is to be taken by mutual agreement between the employer and the employee to permit orderly leave taking. All other conditions shall be in accordance with the *Annual Holidays Act 1944*.

CLAUSE 15 ROSTERED DAY OFF (RDO'S)

RDO's may be deferred or taken at a mutually agreed time at the request of the employee or on 24 hours notice by the employer.

CLAUSE 16 HOUSEKEEPING

All Warehouse personnel shall participate in and comply with Linfox Australia Housekeeping Policy, relating to the Internal and External parameters of both the Distribution Centre and Customer Service vehicles.

CLAUSE 17 STOCK LOSSES

Strict adherence to Company procedures to ensure nil stock losses will be maintained at all times.

Both existing procedures and nett stock losses will be monitored and reviewed on an ongoing basis in order to both measure and satisfy the objective of nil stock losses.

CLAUSE 18 TRAINING

It is agreed that training required for further advancement of employees will be mutually arranged by the employee and employer. Attendance at paid training during ordinary hours is compulsory for all employees.

Employees further agree to sign in recognition of attendance at all training, including Company Policy, OH & S and employee requirements.

CLAUSE 19 LEADING HAND ALLOWANCE

Employees who are appointed Leading Hands will receive the Leading Hand allowance. For the purpose of remuneration, employees who are no longer recognised as Leading hands will be advised in writing and allowance will cease immediately.

CLAUSE 20 MANAGEMENT ISSUES

It is agreed that site Management will always have responsibility of making the controlling decisions of the business. It is also agreed that site Management will consult with all relevant parties prior to final decisions that affect the day to day work of Warehouse employees.

CLAUSE 21 INDUSTRY/CONTRACTUAL CHANGES

In the event of major change to the business, including work systems and new technology, the parties may meet to discuss and agree to amend the agreement to accommodate these changes.

Where the change requires it, warehouse employees are to be flexible in their day to day duties as assigned and to their general requirements of performing these duties in a cooperative manner to ensure customer service requirements, safety, security and efficiency are maximised.

Warehouse employees accept that retraining for skills and system will be undertaking as applicable.

Examples:

- The introduction of technology or work systems to the processing and inventory areas of operation.
- Change to vehicle configurations which could alter processing and loading requirements.
- Introduction of new contract works into existing operation
- Introduction of a 48-hour delivery cycle.

As a result of changing business needs staff allocation, including promotion, shift alteration will be based on the following criteria.

- Function
- Performance
- Merit
- Seniority

In the event of a downturn in business and possible redundancies, the parties shall meet to confer regarding these matters, as they would affect the employee's prior to any decision being given effect to. To this end, the company shall provide maximum notice to all employees and the union of such restructure and/or redundancies.

CLAUSE 22 HOURS OF WORK

The ordinary working hours exclusive of meal breaks shall be on average of 38 per week. Flexibility with regard to work hours is paramount to the business. Due to potential change, the ability to structure work hours to cater for the needs of our customers, current and future, is necessary for long term viability.

It is agreed that all permanent employee's will work a 8.5 hour shift (Paid at 7.6 hours). All 8.5-hour shifts shall contain two 10 minute paid breaks and one 30 minute unpaid break.

The ordinary working hours shall be between 6.00am to 6.30pm, Monday to Friday.

Notice periods for a change in start time or a change in shift will be as per the Bond & Free stores Award.

All employees are expected to work a reasonable amount of overtime.

The allocation of overtime will be offered to Permanent employees prior to the same offer being made to Linfox Casual and then to Agency employees. Reference is made to Clause 20.

Agreed Options:

1. FIVE (5) DAY WEEK

The ordinary hours are paid at 7.6 hours per day Monday to Friday each week.

2. NINETEEN DAY MONTH

Ordinary hours may be set to be worked on any or all days of the week, Monday to Friday inclusive, in shifts of 8 hours duration with 0.4 hours per day accruing towards payment of one Rostered Day Off in each twenty day working cycle. The fixed hours for each working day will be set a minimum of one (1) week in advance and communicated to all employees. Any change in working hours will require one (1) week advanced notice or by agreement with employees. This is the current agreement and any variation would be by agreement between the parties.

3. FOUR (4) DAY WEEK

Ordinary hours may be set between eight (8) and ten (9.5) hours per day on any four days a week. Total of 38 hours per week.

4. NINE (9) DAY FORTNIGHT

During the life of this agreement, by agreement between the parties, it may be deemed appropriate that a 9 day fortnight be introduced on a trial basis and / or long term.

CLAUSE 23 PERMANENT PART TIME EMPLOYMENT

Permanent Part Time employment to exist with permanent and casual employment.

The Company may engage permanent part time employees if the offer of employment is accepted on that basis.

Conditions applicable to full time employees will apply to permanent part time employees.

Hours of work may be set between 19 and 32 hours per week on any day Monday to Friday. Pro rata entitlements should apply to Part -Time employees.

CLAUSE 24 RENEGOTIATION

The parties to this agreement will enter into negotiations three (3) months prior to the expiration of this agreement.

CLAUSE 25 WORKERS COMPENSATION

The parties agree to the following in relation to any WorkCover claim, which is accepted by WorkCover or which, has been submitted by an employee to the Company:

- a) The *Workplace Injury Management and Workers Compensation Act* of 1998, as amended will apply.
- b) Employees may use accrued sick leave, annual leave and/or rostered days off prior to acceptance by the Company of a WorkCover claim. The Company further agrees that if a claim is accepted the employee will be re-credited with the leave used

CLAUSE 26 OCCUPATIONAL HEALTH AND SAFETY/SECURITY

The warehouse employees and the Company will continue to ensure that the Health, Safety and Welfare of employees is a primary concern through consultative processes with elected Health and Safety Representatives and shall continue to work toward:

- Safe working conditions
- Observance of all legal requirements, codes of practice and regulations
- Total support networks for injured employees
- Adopting sound Occupational Health and Safety Management
- Continuous improvement in Occupational Health and Safety performance
- Workplace health promotion
- Hazard identification assessment and control
- Accident and incident investigation
- Developing and improving training and systems

The GREYSTANES site is a high security site, and as such all employees' are expected to have on view, on their upper torso an issued Security pass. Any employee who arrives at site without their pass will be sent home without pay. Any employee who has lost their pass is required to report the loss immediately.

CLAUSE 27 HEAVY ARTICLES

- a) Heavy Articles
The employer shall ensure that hazard identifications are undertaken relating to tasks that involve heavy articles. Additionally the parties will develop and adopt appropriate preventative measures.
- b) Training
The employer shall provide an approved course in agreement with the warehouse employees in Manual Handling at the cost to the employer.
- c) Manual Handling
The employee shall not lift a weight that exposes that employee to risk.

CLAUSE 28 ARTICLES OF CLOTHING

Uniforms will be supplied to all warehouse employees as agreed between employee and management where it has been deemed necessary to replace particular items.

Newly appointed Linfox casuals shall receive a uniform kit as per below.

5 Shirts (Long or Short Sleeve)	3 Trousers (Long Trousers or shorts)
1 Sloppy Joe	1 Jacket
1 pair Boots.	

All supplied uniforms must be worn at all times whilst performing company duties. Employees will be sent home, without pay if they are not wearing their issued uniform kit upon commencement of shift. Uniforms must be laundered and kept in a neat & tidy manner at employee's cost. Linfox casuals will return to the company all uniform items if and when advised by management that their services are no longer required.

CLAUSE 29 **PAYMENT OF WAGES**

Warehouse Employees wages will continue to be paid weekly by means of Electronic Funds Transfer (direct banking deposit). Wages will be deposited to accounts by Wednesday of each week, except where Public Holidays necessitate different methods.

Linfox Australia will reimburse employees for dishonour fees arising from late payment of wages upon receipt of proof from the affected employee. Also the company agrees to correct any underpayment of wages within 24 hours of being notified by the employee by means of an offline payment.

CLAUSE 30 **NEW EMPLOYEES**

- The Parties agree that any Warehouse employee (Linfox Australia Permanent or Casual/Agency Casual) engaged during the life of this agreement shall be bound by the terms of this agreement and entitled to receive the rates of pay and conditions of this agreement.
- The company undertakes that no Warehouse employee will be employed or engaged during the life of this agreement under any other agreement/award or individual contract.
- New Linfox employees will be required to serve a three-month probationary period.
- The parties aim to maximise permanent employment within the Warehouse.

CLAUSE 31 **AGREEMENT TO BE DISTRIBUTED**

This Agreement will be displayed on the Notice Board.

CLAUSE 32 **AGREEMENT MAY BE VARIED**

- a) Provided the parties approve, the agreement may be amended and/or replaced by another Agreement prior to the Agreement running its full term.
- b) All variations will be in accordance with the relevant Section of the NSW Industrial Relations Act.

CLAUSE 33 **COUNSELING PROCEDURE**

- a) An employee whose behaviour or performance is considered unacceptable or requiring improvements shall be counselled as to the Company's expectations.

Where such counselling is not successful, formal warnings may be necessary. Formal warnings will be issued by a supervisor and shall be recorded. The employee concerned will have a witness present, unless otherwise requested. In issuing a formal warning, the Company representative will advise the employee, in writing, what action is required to rectify the situation.

Prior to any dismissal, an employee will be given a final warning, in writing, and advised of the consequences of the employee not rectifying the situation.

This clause does not apply to gross misconduct warranting summary dismissal.

- b) At the discretion of the Company, an employee involved in misconduct (other than Acts of Dishonesty) may be stood aside on normal pay pending an investigation.
- c) Letters of Warning and Verbal (diarised) Warnings will remain on an employee's file as follows; Once the time lapses as per the schedule below the relevant Warning will be deemed to have expired.
- First Verbal 3 months
 - First Written 3 months
 - Second Written 6 months
 - Third & Final Written 9 months

CLAUSE 34 WORKFORCE COMPOSITION

With consideration given to the business requirement Linfox Australia GREYSTANES will strive to maximise the ratio of Permanent employees to Casual and Agency employees.

Linfox Australia will review and discuss every six months Casual, Permanent and Permanent Part Time position requirements. This review will be completed in line with business needs. Reference is made to Clause 20.

CLAUSE 35 INCOME PROTECTION

Linfox Australia will, if required facilitate the deduction of Income Protection Fees from individual employees pay. Linfox Australia will not fund or associate with the policy.

CLAUSE 36 TRANSMISSION OF BUSINESS

This agreement shall apply to any successor, assignee or transferee of this work in accordance with Part 8 of the Industrial Relations Act 1996 and Division 6 of the *Workplace Relations Act* 1996.

CLAUSE 37 EMPLOYEE DUTIES AND ANTI-DISCRIMINATION

37.1 Every employee must at all times:

- Perform his/her duties with due care and diligence;
- Comply with the lawful instructions of management;
- Not engage in inappropriate behavior; and
- Comply with policies, procedures and rules in operation at the time.

37.2.1 In respect of policies, procedures and rules, subject to the law these may deal with such matters as: safe work practices, personal grooming and appearance, clothing and footwear, attendance at training programs, behavior and performance standards, the searching of lockers, private bags and private vehicles, unauthorized absences, provision of full and accurate information and specific work practices. If at any stage an employee is in doubt about current requirements, he/she must seek clarification from his/her supervisor without delay.

37.3 In respect of such policies, procedures and rules:

- (a) Linfox will consult with the NUW and, as appropriate, with NUW site-representatives regarding all current requirements and any proposed future requirements.

(b) Linfox will ensure that all employees are adequately informed of the requirements in place from time to time.

37.4 In the case of locker searches, the individual employee and, where he/she wishes, the union delegate or other readily available nominated employee, must be in attendance at the time.

37.5 All grievances and disputes about industrial matters must be handled strictly in accordance with the steps set out in clause 5 (Disputes). This includes, if the matter is not resolved at an earlier stage in the process, reference to the NUW State Secretary and, if still not resolved, reference to the Industrial Relations Commission.

37.6 All yard meetings during working time for Union business must be at an agreed time for a short duration without disruption to the operations of the contract.

Linfox Australia employees agree to observe all Company policies, procedures, legislative and code of conduct requirements, and work to promote recognition and acceptance of everyone's right to equality of opportunity and to ensure a workplace free from sexual harassment or discrimination on the basis of age, disability, marital status, political belief, race, sex, pregnancy, physical features or transgender identity.

CLAUSE 38 SIGNATORIES

This Agreement is made on the 26th day of September, 2005.

SIGNED for and on behalf of
LINFOX AUSTRALIA

Witness

Representative

Name (Print)

Name (Print)

NATIONAL UNION OF WORKERS NEW SOUTH WALES BRANCH

Witness

Name (Print)

Witness

Name (Print)