

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/292

**TITLE: Linfox - NWU (Commonwealth Bank of Australia/Collins Debden Logistics - Smithfield) Enterprise Agreement 2006**

**I.R.C. NO:** IRC6/1832

**DATE APPROVED/COMMENCEMENT:** 24 March 2006 / 1 January 2006

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA05/170.

**GAZETTAL REFERENCE:** 25 August 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 25

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Linfox Australia Pty Ltd., located at the Linfox-Commonwealth Bank of Australian/Collins Debden Logistics Operation at Smithfield, who fall within the coverage of the Storemen and Packers, General (State) Award and the Storemen and Packers Bond and Free Stores (State) Award.

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

**ENTERPRISE AGREEMENT**  
**between**  
**LINFOX AUSTRALIA PTY LTD**  
**and**  
**NATIONAL UNION OF WORKERS' OF AUSTRALIA**  
**NEW SOUTH WALES BRANCH**  
**for**  
**Linfox – Commonwealth Bank of Australia/Collins Debden Logistics**  
**Contract Smithfield**

1. **TITLE**

This agreement shall be referred to as the Linfox – NWU (*Commonwealth Bank of Australia /Collins Debden Logistics - Smithfield*) Enterprise Agreement 2006.

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3. **PARTIES BOUND**

This agreement is binding on:

- (a) the National Union of Workers', New South Wales Branch (the Union), its officers and members; and
- (b) Linfox Australia Pty Ltd (Linfox)

in respect of employees of Linfox employed at the Linfox – Commonwealth Bank of Australia /Collins Debden Logistics Operation - Smithfield (whether members of the Union or not) whose employment is regulated by the Storeman and Packers General (State) Award as varied from time to time, and whose workplace and/or operation is identified in clause 1 hereof.

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

4. **PERIOD OF OPERATION**

Linfox shall make application to the NSW Industrial Relations Commission (the Commission) for approval. The initial period of operation shall be three years from 1<sup>st</sup> of January 2006, the date upon which the agreement comes into operation under the Act.

The parties agree to commence negotiations on the renewal of this agreement at least three months prior to its nominal expiry date.

5. **RELATIONSHIP TO PARENT AWARD**

The terms and conditions of this Agreement shall be read in conjunction with the Storeman & Packers (General) State Award provided that, where there is an inconsistency, this Agreement shall take precedence to the extent of the inconsistency.

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

6. **OBJECTIVES**

The objectives of this agreement are to provide a sound foundation for:

- Contract retention by Linfox and job security for employees.
- A good return on investment for Linfox, and good wages and other benefits for employees.
- Ongoing effective training and development of employees.
- A safe and efficient work environment.

7. **AGREEMENT TO BE DISPLAYED**

Copies of this Enterprise Agreement shall be displayed in places readily visible and accessible to all employees covered by the Agreement.

8. **DEFINITIONS**

"Team Leaders" means an adult employee who has three or more employees regularly under his/her direction.

"Casual" means an employee engaged and paid by the hour contracted for a minimum of four hours.

“Full-time Employee” means an employee engaged and paid by the week.

“Part-time Employee” means an employee engaged and paid by the week for a minimum of 80 and a maximum of 140 hours per four week period, to be worked to suit business needs. (Refer Part B, 3).

“Fixed-term, Temporary or Contract Employee” means an employee engaged for a specific task or assignment for specific start and finish dates whether employed directly or indirectly.

“The Union” means the National Union of Workers, NSW Branch.

“Overtime” is where an employee works outside the normal working hours (6.00am to 6.00pm) or exceeds eight (8) hours between 6.00am and 6.00pm. Each day shall stand alone.

“TOIL” is where an employee chooses to take time off in lieu of being paid overtime for time worked.

## **9. ANTI-DISCRIMINATION**

9.1 It is the intention of the parties to this Agreement to achieve the principal object in s.3(j) of the *Industrial Relations Act 1996* by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

9.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.

9.3 Nothing in this clause is to be taken to affect:

9.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation.

9.3.2 Until considered and determined further by the Commission, the payment of different wages for employees who have not reached a particular age.

9.3.3 An employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

9.4 Nothing in this clause is to be taken to prevent:

9.4.1 A matter referred to in 9.1 from being a reason for terminating employment in the reason is based on the inherent requirements of the particular position.

9.4.2 A matter referred to in 9.1 from being a reason for terminating a person's employment as a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

## **10. CONTRACT OF EMPLOYMENT**

10.1 The contract of hiring of every employee bound by the Agreement shall, in the absence of an express contract to the contrary, be deemed to be a contract of hiring by the week. Except in the case of casual employees, where only one hours notice of termination is required, service may be terminated by the giving of notice in accordance with Part F, 5.1 by either party or by the forfeiture or payment of pay equivalent to the notice period in accordance with Part F, 5.1 by either party or by the forfeiture or payment of pay equivalent to the notice period in F, 5.1,

but nothing herein contained shall affect the employer's right to dismiss an employee without notice for misconduct, malingering, incompetency or other sufficient justifiable cause.

#### 10.2 Promotions/Transfers

All appropriate vacancies will be advertised internally initially and externally if applicable. Promotions and transfers will be on the basis of demonstrated competencies and merit. Seniority will only be considered if all other things are equal. An unsuccessful applicant will be consulted by management as to the reason for the decision.

#### 10.3 Contract Employees

Any fixed-term contract employees the company employs on duties covered by this agreement, whether employed directly or indirectly, shall be paid equivalent to those employees covered by this agreement.

### 11. PART TIME EMPLOYMENT

11.1 An employee may be engaged by the week on a part-time basis for a minimum of 20 hours/week on a flexible basis. Part-time employees would work up to 35 hours/week on a regular basis. Averaged over four weeks, part-time employees would work a minimum of 80 hours up to a maximum of 140 hours.

11.1.1 Transfer of existing full-time employees to part-time work must only be done on the request of the employee, and such request must be in writing.

11.1.2. The company will provide the employee a statement of all accrued entitlements at time of transfer, preserved as per conditions of employment prior to transfer.

11.2 All employees engaged on a part-time basis:

11.2.1 Shall be paid the same hourly rate as permanent employees for the class of work performed.

11.2.2 Shall be entitled to receive all of the payments and benefits arising under this agreement on a proportionate basis, with the exception of allowance payable under Part 17.6 and 17.8 which shall be payable in full.

### 12. CASUAL EMPLOYMENT

12.1 The minimum rate of wages which shall be paid to a casual worker for work performed in ordinary time shall be a minimum rate higher by twenty per centum than the appropriate ordinary hourly rate plus an amount equivalent to one twelfth of their normal hourly rate in lieu of annual leave.

12.2 Work performed by casual workers in or during overtime, shall be paid for at the appropriate rate prescribed in Part 17.13 and Appendix 1, plus the penalties prescribed in this agreement for overtime.

12.3 A casual worker shall not be entitled to any leave conditions prescribed by the Agreement except for Long Service leave which shall apply in accordance with the relevant Act.

12.4 A casual worker shall be called out for a minimum of four hours for work on a normal Monday to Friday except for Public Holidays.

12.5 Whilst the parties acknowledge that the nature of the business requires utmost flexibility, the company philosophy is to maintain and strengthen the contribution made by its full-time and part-time employees. It will employ casual employees only where short-term fluctuations of the business are such that casuals are required to meet customer demands or some other problem must be addressed. In normal circumstances the company will employ up to a

maximum of twenty five percent (25%) of the combined normal hours of its full-time and part-time staff, averaged over a four week period. Should a particular issue require exceeding this figure, the company will consult with all employees, the Union delegates and if considered necessary, the Union organiser, to advise them of the issue and action to be taken.

12.6 Transfer of existing full time and part time employees to casual work must only be done on the request of the employee and such request must be in writing.

12.7 The company will provide the employee with a statement of all accrued entitlements at time of transfer, preserved as per conditions of employment prior to transfer.

12.8 Casuals will be entitled to apply for full time work at the end of six (6) full months as a casual employee at the sites covered by this Agreement. At that time, management in consultation with the NUW delegates will consider such a request. If at the end of twelve (12) months, the casual employee has not been terminated then the casual employee will be offered permanent employment where considered practicable by Linfox when normal business fluctuations have been considered.

### **13. EMPLOYEES' DUTIES**

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 behaviour; and
- Comply with policies, procedures and rules in operation at the time.

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, behaviour and performance standards, the searching of lockers, private bags and private vehicles, unauthorised 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.

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.

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.

All grievances and disputes about industrial matters must be handled strictly in accordance with the steps set out in Clause 21.2. 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.

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.

### **14. OTHER MATTERS**

(a) New weekly employees shall be on a minimum of three months' probation, during which time employment may be terminated on one week's notice or pay in lieu thereof. However, a longer period of up to six months' probation may apply by separate local agreement where the unusual or complex nature of the operations concerned so justifies. After twelve months' full-

time satisfactory employment with Linfox, unless impracticable a casual shall be offered full-time weekly employment, and if such offer is accepted no probationary period shall apply.

(b) Nothing in this agreement overrides any separate agreement between the parties relating to limited tenure, fixed or maximum term, or specific purpose employment.

## **15. TRAINING**

Linfox maintains a high commitment to training of its personnel. The company provides availability of full time trainers in each state and operates a subsidiary company, The Anglesea Complex, as a Registered Training Organization to provide curriculum and program support.

The company offers a wide range of accredited programs from the Certificate in Transport and Distribution in both Road Transport and Warehousing. Linfox intends to continue participating in a program of Adult Traineeships for all staff, on a voluntary basis, to codify and enhance the qualifications held by existing staff. It is intended that such a program will have a significant number of participants registered for a comprehensive recognition and training program to Certificate III level.

Linfox Trainers generally have been recruited from the Transport and Distribution Industry and have all had many years of practical experience that provide them with an excellent base of industry knowledge and understanding of employee issues.

Linfox Training Services commences its relationship with employees generally at the interview stage where Driver or Workplace Assessments are carried out to determine an applicant's suitability for a particular task. On appointment, the induction of a new employee into the workplace is generally conducted by a Linfox Trainer. Regular programs of Driver Training, Manual Handling, Defensive Driving and License upgrades are conducted as the employee progresses in their employment with the company. The company also has a process of regular re-induction of employees to ensure that changes in procedures are well known in the workplace and that new practices and developments are communicated directly to employees

Linfox intends to have trained on each of its sites at least one Workplace Assessor to ensure that there is always someone available to conduct assessments in the absence or unavailability of a Linfox Trainer. Workplace Assessors form an important link in the ability of the company to deliver comprehensive training services. The role of Workplace Assessor recognises the expertise of experienced staff. The Workplace Assessor Training Program is fully funded by the Company and is a three-day training program.

As well as the planned upgrade of skills for staff much of the work of trainers is in response to particular difficulties that staff may have dealing with new equipment, changed conditions or work practices. Linfox training aims to be both pro-active and also supportive in reaction to the needs of staff in meeting both safety and efficiency objectives for the benefit of the individual and the company.

Linfox reaffirms its policy of providing necessary training for all employees to meet operational requirements, as reflected in the foregoing. All Linfox required training is to be provided at no cost to employees, with employees being paid the base rate for each hour's participation. However, there shall be no payment for attending training outside ordinary rostered hours for acquisition or renewal of necessary licenses, certificates or 'passports', ie "knowledge for time" exchange. Where practicable and provided there is no disruption to normal operations, training will be conducted in the period Monday to Friday.

The company shall promote through its training programs professional excellence, health and safety, improved understanding of the award and general industrial rights and obligations, for the mutual benefit of Linfox and its employees.

### **Induction**

All new employees must complete appropriate inductions prior to being allowed to work independently or to operate company supplied vehicles or equipment. The designated manager makes the necessary arrangements for the following to be completed: general induction, site specific briefing, and vehicle/equipment instruction. The names of newly inducted employees will be made available to the Union's site delegate.

### **Ongoing Training**

Linfox will provide directly, through The Anglesea Complex, or with the assistance of other accredited training providers ongoing training for its employees, including in respect of: in-cab assessments, new vehicle and equipment instruction, on-road awareness, fatigue management, defensive driving, workplace health and safety, customer service, new technology, quality management (including HACCP and Trucksafe).

## **16. SAFETY**

It is the policy of Linfox to provide, maintain and endeavour to improve high standards of health and safety in all work activities. Linfox will continue its efforts to:

- provide safe working conditions for all employees;
- provide and maintain safe motor vehicles, plant and equipment;
- provide sufficient and on going training;
- take all practical steps to avoid accidents;
- regard all industrial accidents as preventable;
- Develop the awareness and attitudes of management and employees to the need for maintaining sound work practices and to eliminate as far as reasonably possible, all accidents in the future.
- constantly review the work process and conditions;
- provide immediate access to qualified medical and rehabilitation assistance as may be required in the event of injury;
- enforce safety rules without exception or favour;
- require all employees, visitors, contractors and third parties to follow safe operating practices and procedures that will safeguard themselves, the public and other employees at all times.

The joint co-operation of employees, supervisors and managers in observing this policy at all times will assist in providing safe working conditions for all parties.

### **Occupational Health and Safety Representatives.**

Occupational Health and Safety Representatives are the elected representatives of their respective designated work groups and are responsible for taking appropriate action on all safety or health matters raised by any member of their work group or as a result of their own observation or assessment.

Occupational Health and Safety Representatives will receive positive and continuous support from all level of Linfox management, with appropriate time, training and resources devoted by Linfox to allow the Representatives to fulfill their necessary functions. Occupational Health and Safety Representatives will be involved in all areas of consultation in matters affecting their respective work areas.

### **Occupational Health and Safety Committee**

The Committee will be responsible for reporting to management specific occupational health and safety issues and recommendations for change/improvement to Linfox policies, procedures or work environments.

Occupational Health and Safety Committees will be comprised of Occupational Health and Safety Representatives, management representatives and other specified personnel.

### **Employees**

All Linfox employees are required to comply with both Linfox and site safety rules and regulations are all times and to report any safety issues as they arise.

## 17. REMUNERATION

### 1. Classifications

The skills required in the workplace are broadly grouped under the following headings. Employees working under these classifications will work in any or all of these areas to the extent of their training, skills and qualifications.

- Receiving and responding to Customer queries or orders.
- General clerical functions, including processing orders and processing credits. Operation of computer equipment.
- Assembling, packing and shipping orders to Customers.
- Receiving and locating of stock including use of material handling equipment.

#### 1.1 Utilisation of Skills

Employees shall be employed to carry out such duties as may be directed by the company from time to time subject to the limits of their skills, competence and training. Any employee may at any time carry out such duties and use such tools and equipment as may be directed by the company provided that the employee has been properly trained in the use of such tools and equipment. Any direction given by the company in accordance with any of the above shall be safe, legal logical and consistent with the company's obligations under the NSW Occupational Health & Safety, Act 1983. Disputes arising in relation to the operation of this clause shall be dealt with in accordance with Part 21.2 (Dispute Procedure) following prior consideration of the issue in accordance with the consultative mechanism in Part 2.

#### 1.2 Classification Structure

Employees will be employed and paid according to the duties and appropriate pay rate for the work assigned as described in Appendix C. This structure utilizes a competency-based approach to job classification (developed from the Australian Standards Framework). Job titles and descriptions will be developed using this structure and these will incorporate performance criteria which will be the primary basis on which an employee's performance will be reviewed with management. The initial implementation of this structure will ensure that no employee will suffer a net loss in pay, and that any adjustments necessary will be phased in over the life of the agreement. Employees must be able to demonstrate the required level of competency before being appointed to a particular level. Management shall determine levels appropriate to an employee's competency with any disputed decision being referred firstly to the Consultative process and to be dealt with in accordance with the Dispute Process for resolution.

- 1.3 Positions will be given an appropriate Job Title and the competencies of that job will be *matched against* the relevant *ASF Level* which *determines* the *Pay Rate* applicable.

#### PAY RATE ENTRY LEVEL - LEVEL 1

Employees paid at this rate will be competent in and may be asked to carry out any of the duties associated with the functions listed under ASF Level 1 as set out in Appendix D. This rate is paid to employees in their first 13 weeks of employment. At the completion of the 13 weeks, employees will automatically move to no less than ASF Level 2. The parties agree that this level will not be used to support short-term employment.

#### PAY RATE Grade 1/2 - Level 2

Employees paid at this rate will be competent in and may be asked to carry out any of the duties associated with the functions listed under ASF Level 2 as set out in Appendix C.

### PAY RATE Grade 3 - Level 3

Employees paid at this rate will be competent in and may be asked to carry out any of the duties associated with the functions listed under ASF Levels 2 and 3, in Appendix C.

### PAY RATE Grade 4 - LEVEL 4

Employees paid at this rate will be competent in and may be asked to carry out any of the duties associated with the functions listed under ASF Level 4 in Appendix C.

1.4 Work Duties are detailed in the Linfox Competency Standards Guide which also sets out performance standards for each task and would be performed by any employee of the Company within the following guidelines.

1.4.1 Warehouse Staff – include accurately and efficiently:

- Receiving
- Storing
- Assembling
- Dispatching

in accordance with laid down procedures. In cases of Driver absenteeism, selected Relief Drivers will be used to affect deliveries.

1.4.2 Delivery Functions – delivering of orders to customers

1.4.3 Clerical/Admin Functions – may include functions of:

- Secretarial
- Clerical
- Customer Service
- Accounts Payable/Receivable
- Payroll
- Mail
- Switchboard/Reception
- General Office tasks

Notwithstanding the abovementioned requirements the Union and the employees covered by this agreement agree that office staff will not be prevented from performing warehouse duties where a genuine need arises, e.g. where assistance is required to ensure product despatch timetables are met. Involvement of office staff in warehouse duties will be organised expeditiously through consultation with a nominated delegate of the Union or employees. The employer will ensure that any office staff involved in such duties will be provided with all requirements to ensure a safe working environment. Completion of office tasks delayed by staff involvement in the warehouse will be managed in consultation between the employer and the impacted individual(s).

## **2. Wages**

2.1 It is agreed that the only increases to wages throughout the life of this agreement shall be those set out in Appendix A.

2.2 The relevant percentage increases will be paid to all employees covered by this Agreement. No employee's wage entitlement will be decreased as a result of the implementation of this Agreement.

2.3 Employees will be paid on Tuesday at the prescribed rate for all time worked for the job done up to and including the previous Sunday.

- 2.4** Any authorised absence with pay from work will be paid at the employee's ordinary rate of pay
- 2.5** Payment of wages will be on a weekly basis direct to the employee's nominated bank (credit union etc) account. Where the employer and the majority of employees concerned agree, an alternative method of paying wages may be introduced. All bank and government charges associated with the payment of EFT shall be paid by the Company.
- 2.6** Hourly rates shall be calculated by dividing the appropriate weekly rate by thirty eight.
- 2.7** Total weekly wages shall be calculated to the nearest ten cents, any fraction not exceeding four cents to be disregarded.

### **3. Superannuation**

As per Company Policy as amended from time to time, but not less than relevant legislation governing superannuation.

### **4. Higher Duties**

- 4.1** Any employee called upon to do work of a higher classification than that in which he/she is working, shall, if so employed for a least one-half hour and less than two hours, be paid the rate of pay for such classification for the time so employed. If so employed for two hours or more he or she shall be paid the rate for the higher classification for the whole day.
- 4.2** An employee who on any day is required to perform work carrying a lower rate of pay shall suffer no reduction in their normal rate of pay during such period.

Any employee covered by this agreement who is asked to perform higher duties for roles not covered by this agreement will be offered compensation (rate of pay) commensurate with the tasks and responsibilities undertaken. The offer will be made before commencement of any higher duties request and will be by agreement between the employer and the employee with all conditions of the request documented and signed by both parties.

- 4.3** The employer will ensure that any employee covered by this agreement who will be performing higher duties for a role not covered by this agreement will be provided with all requirements to ensure a safe working environment.

### **5. Clothing**

Where the nature of the work performed by employees necessitates the wearing of suitable industrial clothing, including dust coats, aprons, overalls, work boots, work shoes, gloves, etc., they shall be provided and shall remain the property of the employer.

### **6. First Aid**

An employee holding a current qualification in first aid issued by St John Ambulance Australia or similar body and appointed by the employer to perform first aid duties as and when required shall be paid an allowance as provided in the award, per day, for each day on which he/she is appointed, with a maximum net payment as provided in the award in any one pay week. Also an employee with a current qualification as per the N.S.W. *Occupational Health & Safety Act, 1983* may be appointed as the Fire and/or Safety Officer.

The employer shall pay the cost of an approved training course for these qualifications in addition to his/her wages.

## **7. Travelling Allowance**

Wherever possible, Company provided motor vehicles should be made available so that employees' private vehicles are not used for Company related travel. Where use of private vehicles cannot be avoided, the following should be noted.

- 7.1 Employees will be reimbursed for the use of their vehicle at the rate provided by the Metal, Engineering & Associated Industries Award 1998, which is currently 58 cents per kilometre. Such reimbursements must be processed through the payroll system and included on employees' group certificates. Details of distance travelled, reason for the journey and the calculated amount claimed must be entered on an "Advice to Pay Office" form, authorised by their manager.
- 7.2 If an employee is required to travel directly to/from home to/from a location other than the employee's normal place of employment, the distance reimbursed will be the shorter of -
  - 7.2.1 The distance between home and the location, or
  - 7.2.2 The distance between place of employment and the location
  - 7.2.3 The employee's supervisor is responsible for determining whether the employee has adequate private motor vehicle insurance. In circumstances where employee vehicles are damaged, the Company's insurance extends to cover private employee vehicles, but excludes liability for any loss, damage or liability separately insured under any other policy of insurance. The company's insurance also covers the loss of any no claim bonus or excess suffered by the employee.

## **8. Meal Allowance**

- 8.1 An employee called upon to work overtime exceeding one hour on any day after a normal day's work shall, unless notified the previous day or earlier that he/she will be so required to work, receive a meal allowance as per the award or a meal supplied by the employer.
- 8.2 All meal monies due will be paid through the payroll system and wherever possible in advance.

## **18. HOURS OF WORK**

### **1. Hours**

#### 1.1 Normal Business

The ordinary hours of work shall be an average of 38 per week to be worked on the following basis:-

#### 1.2 Ordinary Hours

Ordinary hours of 8/day, shall be worked between the hours of 6.00am and 6.00pm on Monday to Friday inclusive, with an unpaid period for lunch not less than thirty minutes, nor more than one hour each day, to be taken no later than 5 hours from commencement of shift. Lunch would normally be taken between 11.00am and 2.00pm.

- 1.2.1 Notwithstanding any other provision of this award the ordinary hours of work prescribed herein may be worked up to 10 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day but no more than 10, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

#### 1.3 Lunch Breaks

Lunch breaks may be staggered to meet business needs by mutual agreement.

1.4 Stock-take – (Specials maximum twice a year)

Employees will be required to make themselves available to work for special stock-takes on the Saturday designated except when on prior approved leave or in the case of agreed extenuation circumstances.

**2. Rostered days off**

All employees will work an average 38 hour week with a Rostered Day Off. RDO's will be taken in accordance with the established roster.

**3. Saturdays/Sundays/Public Holidays**

3.1. Saturday Work

All work performed by employees (other than shift workers) on a Saturday shall be paid for at the rate of time and a half for the first two hours and at the rate of double time thereafter.

3.2. Sunday Work

All work performed by employees (other than shift workers) on a Sunday shall be paid for at the rate of double time and a half.

3.3. Public Holidays

3.3.1. All employees on a weekly contract of hiring shall be entitled to all gazetted NSW public holidays provided that an employee who fails to attend for work on the working day before and/or the working day after such public holiday without reasonable excuse shall not be entitled to be paid for such holiday.

3.3.2. All work performed by employees on a weekly contract of hiring on a gazetted public holiday shall be paid for at the rate of double time and a half (2.5x). All time worked on Easter Friday or Christmas Day shall be at triple time (3x).

3.4. Minimum Payment

Employees other than those on shift work, required to work on Saturdays/Sundays or public holidays shall be paid for a minimum of four hours work at the appropriate rate, or as otherwise agreed between the employee and the employer.

3.5. Rostered Day Off

3.5.1 Any employee who by the circumstances of the arrangement of their ordinary hours of work is entitled to a rostered day off which falls on a public holiday prescribed by this clause shall, by mutual agreement, be paid for that day seven hours thirty six minutes at ordinary rates or have an additional day added to his/her annual leave, or shall be allowed to take the day off on an alternative weekday. Provided that where in the case of a shift worker the holiday on which he is rostered off falls on a Saturday or Sunday, this provision shall not apply.

3.5.2 In the event that an employee is required to work on a rostered day off, he shall be paid at overtime rates, or may, by mutual agreement, be allowed to take an alternative day off.

**4. Shift Work**

The ordinary full time hours of shift workers shall average thirty-eight per week - to be worked on the following basis:

152 hours within a period not exceeding twenty-eight consecutive days. (38 hr week)

Such shifts shall be inclusive of a rest period of twenty minutes.

**Afternoon Shift** means any shift finishing after 6.00pm and at or before midnight.

Employees employed on afternoon shift shall be paid fifteen per cent additional to day rates. This additional rate shall apply for the whole of the week in cases where the employer changes an employee from the afternoon to day work before the employee has completed a full week on the afternoon.

Shift workers shall be paid ordinary overtime rates for all time worked in excess of ordinary hours of shift.

## **5. Rest Period**

An employee must work in excess of five (5) hours to be entitled to a 20 minute paid tea break.

## **6. Overtime/TOIL,**

6.1 Over time rates will apply to all time worked in excess of 8 (7.6 hrs. Clerical/Admin Staff) hours per day or outside the ordinary hours span. Overtime is payable to full time, part time and casual employees at the rate of time and a half for the first two hours and double time thereafter, provided that in the calculation of overtime each day's work shall stand alone.

6.2 An employee working overtime shall be allowed a paid rest period of twenty minutes, with pay at the appropriate rate, after each four hours of overtime worked.

6.3 An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate.

6.4 The employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

6.5 The hourly rate, when computing overtime shall be determined by dividing the appropriate weekly rate by 38.

### **6.6 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 of overtime at a time or times agreed with the employer within one (1) month of the said election.
- (b) Overtime taken as time off during ordinary-time hours shall be taken at the overtime rate.
- (c) If, having elected to take time as leave in accordance with sub-cause (a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the one (1) month period or on termination.
- (d) Where no election is made in accordance with sub-clause (a), the employee shall be paid overtime rates in accordance with the agreement.

## **19. LEAVE**

### **1. Annual Leave (as per the NSW Holiday Act)**

Permanent employees are entitled to four weeks (twenty working days) paid annual leave at the completion of each 12 months continuous service. Payment for annual leave shall be in the same manner as if the employee had been at work. Wherever possible leave will be scheduled to meet the needs of the business and the preferences of the employee. One month notice prior to taking leave should be given and annual leave should be taken in a maximum of two periods. Changes to this due to unusual situations or circumstances will be allowed on approval from management.

#### **1.1 Leave Loading**

1.1.1 Each employee before going on leave shall be paid their wages at the rate prescribed by this agreement for the occupation in which the employee was ordinarily employed immediately prior to the commencement of their leave.

1.1.2 In addition to the above payment prescribed by paragraph E, 1 hereof, each employee shall be paid a loading of 17.5 per centum calculated on the rates prescribed by the appropriate wages clauses in this agreement. The loading prescribed by this sub-clause shall not apply to proportionate leave on termination.

1.1.3 The employee may in writing request the employer to pay the 17.5% leave loading at any agreeable time of the year or included as part of normal pay.

1.2 Where a Public Holiday falls during an employee's leave, an additional day shall be added to the employees leave.

### **2. Additional Holiday (Union Picnic Day)**

The second Tuesday in April shall be observed as Union Picnic Day in addition to the holidays to be allowed pursuant to Part D, 3.3.1. Full-time employees and part-timers who would normally work on that day of the week, and are members of the union, shall be entitled to an additional day of leave in lieu of the Union picnic day at a time mutually agreed between the employee and the employer, subject to the following conditions:-

- No employee shall be entitled to more than one day of such leave in any twelve month period, calculated from the anniversary of the commencement date of employment of such employee with the employer.

### **3. Sick Leave**

3.1 Weekly employees shall be entitled to 10 days paid sick leave for each year of service. The first sick leave day is not an entitlement until after three (3) months of service, however, during the first three months, accrual of sick leave remains unaffected. Any unused sick leave accumulates from year to year, but shall not be an entitlement at termination of employment.

3.2 Employees shall, at least one hour before the commencement of normal start time or in exceptional circumstances, as soon as possible thereafter, inform their supervisor and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.

3.3 Employees who fail to notify their supervisor of their inability to attend work, in accordance with 3.2 shall be counselled in accordance with the discipline policy specified in Part G, 3 of this agreement and will be required to produce satisfactory evidence, i.e. a medical certificate or statutory declaration. An employee who fails to produce such evidence will not be entitled to payment for the period of absence.

- 3.4 Employees who take sick leave on two or more occasions in any twelve month period or for two or more consecutive working days or on a day immediately preceding or succeeding either a weekend or public holiday will be required to produce a medical certificate for such period of absence. An employee who fails to produce a medical certificate will not be entitled to payment for the period of absence.
- 3.5 Employees whose behaviour is unsatisfactory in relation to the use of sick leave will be counselled and given adequate time to demonstrate improvement. Medical certificates must be produced for any sick day taken during the agreed improvement period. Failure to produce such evidence will imply that the employee shall not be entitled to payment for the period of absence. If, at the end of this period, the employee shows no improvement in the opinion of management, then disciplinary action up to and including dismissal may be taken. Nothing in the procedure shall limit the right of management to summarily dismiss an employee for serious and wilful misconduct.

#### **4. Long Service Leave**

Entitlement to long service leave shall be in accordance with the NSW *Long Service Leave Act 1955* as amended from time to time.

#### **5. Bereavement Leave (Full time and Part time staff)**

Subject to notice being given and adequate proof of death being provided, employees shall be entitled to a maximum of three (3) days paid leave on the death of a spouse, child, step mother, step father, step child, father, mother, brother, sister, grandparents, grandparents-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandchild.

Notwithstanding the above, bereavement leave will only be granted by management if the employee concerned would normally be working on the days in which bereavement leave is sought.

This clause shall have no operation while the period of leave under it coincides with any other period of leave.

For the purpose of this clause the words "spouse" shall include a person who lives with the employee as a de facto wife or husband or a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis..

In the case of a person deceased outside of Australia, special circumstances are required.

#### **6. Parental Leave (Weekly Staff)**

The Parental Leave Provisions determined by the Full Bench of the Industrial Relations Commission of New South Wales, will apply to employees engaged under this agreement.

#### **7. Jury Service (Weekly and Casual Staff)**

An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service. Provided that the total amount received by the employee does not exceed that which he/she would have normally received.

An employee shall notify management as soon as possible of the date upon which he/she is required to attend for jury service and the company shall provide the employee with time off to attend.

Further, the employee shall give the company proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

For any employee required to attend jury service for a period in excess of 2 weeks the employer will provide the option for the employee to be paid his/her normal weekly earnings for the duration of the employees involvement in a jury service requirement

**8. Carers leave**

As per Company Policy as amended from time to time, but at no time less than the standard as determined by the Australian Industrial Relations Commission.

**9. Discretionary Leave (Full time and Part time staff)**

In circumstances where genuine need and hardship arises an employee may apply for leave from the company. Such leave may be granted with or without pay depending on circumstances.

**20. OTHER CONDITIONS**

**1. No Extra Claims**

It is a term of this agreement that the Union undertakes, not to pursue any extra claims during the life of this agreement with the exception of the ruling as applicable by the Australian Industrial Relations Commission

**2. Right of Entry**

A duly accredited representative of the Union shall be permitted, on production of written authority, signed by the State Secretary or other senior officer of the Union, to the employer or his representative, to enter the employer's premises for the purposes of interviewing employees on Union business directly relating to their employment by the employer. Union officials shall contact company management at least twenty four hours prior to the intended visit to advise of their visit and the reason(s) and must announce their presence to management on arrival. Interviews may only be conducted during recognised unpaid meal breaks at the place where employees usually take their meals or, elsewhere by agreement with management.

**3. Termination of Employment (Full time and Part time staff)**

3.1 Termination of employment (Full time and Part time staff)

Employees shall be employed on a weekly basis, terminable by notice in writing on either side, or by payment or forfeiture of wages in lieu thereof in line with the schedule set out hereunder. Such notice shall not include annual leave entitlements.

3.1.1 Notice of Termination by Employer

In order to terminate the employment of an employee, the company shall give to the employee the following notice:

<u>Period of continuous service</u>	<u>Period of notice</u>
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- 3.1.2 In addition to the notice in Part 3, 3.1.1 hereof, employees over 45 years of age at the time of the giving of notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- 3.1.3 Payment in lieu of the notice prescribed in Part 3, 3.1.1 and/or Part 3, 3.1.2 hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 3.1.4 In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
- 3.1.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including neglect of duty, dishonesty, misconduct or absence from work without reasonable cause, nor should it apply in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- 3.1.6 For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by Part 19.1

### 3.2 Notice of Termination by Employee

The notice of termination required to be given by an employee shall be the same as that required of the company, save and except that there shall be no additional notice based on the age of the employee concerned.

Subject to financial obligations imposed on the company by any Act, if an employee fails to give notice, the company shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

### 3.3 Time off during Notice Period

Where the company has given notice of termination to an employee, the employee shall be allowed up to one days time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the company.

### 3.4 Statement of Employment

The company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

### 3.5 Instant or Summary Dismissal

Notwithstanding the provisions of Part F, 5.1.1 hereof the company shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including inefficiency or neglect of duty, dishonesty, misconduct or absence from work without reasonable cause, and in such cases the wages shall be paid up to the time of dismissal only. In this event, the provisions of Part F, 5.3 will not apply.

## 6. **Introduction of Change**

### 6.1 Notification of Intended Changes

6.1.1 Where an employer has made a definite decision to implement changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall as soon as practicable notify

the employees who may be affected by the proposed changes and their Union or Unions.

6.1.2 “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 tenure; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement enables variation of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

## 6.2 Consultation with Employees and their Union or Unions

6.2.1 The employer shall discuss with the employees affected and their Union or Unions, among other things, the introduction of the changes referred to in Part 6.1.1 hereof, the effects the changes are likely to have on employees, 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 their Unions in relation to the changes.

6.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in Part 6.1.1 hereof.

6.2.3 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their Union or Unions, 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 disclosure of which, which looked at objectively, would be against the employer’s interests.

## 21. COMMUNICATION

### 1. Consultation

The parties agree that they will consult each other about matters involving changes to the organisation or workplace practices that impact the employees covered by this agreement. For issues related to interpretation of this agreement, disputes etc., the existing Branch Consultative Committee will be utilised.

### 2. Dispute Procedure

Subject to the provision of the *Industrial Relations Act 1996*, as amended from time to time, any industrial dispute or matter likely to create a dispute shall be dealt with in the following manner:-

2.1 Any matter which has been fully discussed between an employee, or employees, and the supervisor and is still in dispute shall be referred to the accredited employee’s representative (s) concerned.

2.2 The representative (s) shall then discuss the matter with the supervisor concerned and if necessary with senior management on site.

2.3 If an issue in dispute cannot be resolved by the above procedure, the accredited employee’s representatives shall immediately report the matter to the Union Secretary. Likewise, the authorised management representative will immediately report the matter to Executive Management.

- 2.4 The Union Secretary and Executive Management will then meet promptly to discuss the dispute with the aim of reaching an agreement to resolve the matter. Any agreement reached is to be recorded and complied with by the parties.
- 2.5 If the dispute remains unresolved, the parties without prejudice as to final settlement, will seek the assistance of the NSW Industrial Relations Commission.
- 2.6 While these procedures are being followed work, as directed, shall continue. This will not apply in cases where questions of safety arise, (in which case the parties are to agree on what should occur while the disputes procedure is followed), or in cases where employees dispute the company's dismissal of another employee.
- 2.7 In the case of a bona fide safety dispute where safety of the employees is alleged to be at risk, either the supervisor or an employee can seek assistance from a Health and Safety Representative. (H.S.R.)

An authorised Health and Safety Representative will with line management immediately inspect the situation. If in the H.S.R's opinion there is a real hazard, work must stop immediately and must not resume until the hazard has been eliminated and the H.S.R. declared the situation safe. An H.S.R. can seek assistance from appropriate internal or external authorities on any such issue.

In the event of a stoppage of work occurring by reason of a bona fide safety issue, the employer undertakes to make every reasonable endeavour to provide alternative work for employees directly involved.

- 2.8 The Unions undertake that they will not involve the employer in any award dispute or disputes arising in another company including bands and limitations on other companies.

### **3. Counselling and Discipline**

Where a breach of employee duties is indicated, the matter will be the subject of appropriate investigation by management, And possibly followed by counselling of the employee(s) concerned. Where it is considered the employee may be at fault then an official warning and/or other disciplinary action may also follow. This shall be the case even if a more tolerant approach has been previously taken at particular workplaces. In the case of serious misconduct, an employee's employment may be terminated without notice or payment in lieu.

Serious misconduct includes but is not limited to:

- Dishonesty or Theft
- Falsification of worksheets
- Misuse or abuse of equipment
- Intoxication
- Illicit drug use
- Fighting
- Physical or verbal abuse
- Sexual harassment
- Actions endangering health and safety
- Commission of a crime

Where suspension of duties is necessary while an investigation regarding the facts is taking place, this shall be:

- (1) by disengagement or without pay in the case of a casual employee and
- (2) on ordinary time payment only for other employees, but to the limit of the value of the employee's accrued leave and RDO credits.

In the latter case, where the employee is exonerated, earnings for the suspension period shall be made up and such make up for each of the employee's normal working days is to be calculated at his/her average daily earnings rate over the thirteen weeks prior to

suspension. If the employee is terminated then the value of payment due in respect of the suspension period shall be deducted from the value of any accrued leave and RDO credits that would otherwise be payable on termination, and the individual concerned shall be deemed to have taken his/her leave for the relevant period.

In the rare case of employment being terminated by Linfox, the former employee may make an "unfair dismissal" claim in accordance with the Industrial Relations Act, and seek to be represented by the Union.

Nothing in this agreement shall affect the right of Linfox to immediately terminate an individual's employment for serious misconduct.

## **Appendix A**

### **Warehouse Staff**

**Pay Scales** (38 hour week full time employee)

**Pay Scales** (38 hour week full time employee)

(a) **Adult**

	<b><u>Entry Level</u></b>	<b><u>Grade 1</u></b>	<b><u>Grade 2</u></b>	<b><u>Grade 3</u></b>	<b><u>Grade 4</u></b>
01/01/06	659.95	673.32	686.77	700.71	728.12
01/06/06	659.95	674.45	694.52	719.31	737.81
01/01/07	686.35	701.43	722.30	748.08	767.32
01/06/07	686.35	701.43	730.05	766.68	777.01
01/01/08	713.80	729.49	759.25	797.35	808.09

(b) **Juniors**

	<b><u>% of Group 1 Rate</u></b>
At 16 years of age	60
At 17 years of age	75
At 18 years of age	100

## **APPENDIX B**

### **Competency Structure**

#### **What are ASF levels**

ASF Level refers to Australian Standards Framework. The ASF is a nationally agreed structure of eight levels of educational qualifications and eight levels of competency. The framework provides a link between the workplace and the vocational education system.

The ASF was developed by the Australian National Training Authority. The use of the standards framework has been adopted by the majority of industry training councils in consultation with relevant Unions.

National warehousing competency standards are based on ASF levels 1 through 5, as defined in the National Warehousing and Distribution Competency Standards.

## How ASF levels are used to group competencies

The table below demonstrates the progression of autonomy, supervision, tasks and skills from ASF Level 1 through ASF Level 4.

ASF Level 1 (Entry Level)	ASF Level 2 Grade 1 - 2	ASF Level 3 Grade 3	ASF Level 4 Grade 4
Constant supervision  (First 13 Weeks)	Direct supervision, with autonomy when working in teams	Limited supervision. Broad guidance and autonomy when working in teams  May be responsible for the work of others	Work performed without supervision, but general guidance on progress and outcomes  Work of others supervised, or teams guided or facilitated  Responsible for the organisation of others' work
Narrow range of tasks and roles	A range of tasks and roles  Choice of actions are clear with limited complexity in the choice	Broad range of skills and or specialist skills  Some complexity in the extent of choice and actions	Application of knowledge with depth and a broad range of skills
Established routines, methods and procedures	Established routines, methods and procedures with limited discretion and judgement	Established routines, methods and procedures where some discretion and judgement is required for both self and others	Established routines, methods and procedures where discretion and judgement is required for both self and others

## Appendix C – Competency Standards Guide

### How ASF levels can relate to Linfox positions

The table below provides some examples of how this may relate to the Linfox workforce. These positions are indicative only.

ASF Level 1 (Entry Level)	ASF Level 2	ASF Level 3	ASF Level 4
Entry level for the first 13 weeks of employment	Assembler Despatcher Packer Replenishment	Stock controller Driver DDA clerk Leading Hands Forklift Driver	Team Leader

Note: The parties agree to establish clerical ASF levels within the first 12 months of the Agreement.

### Key Result Areas

For the Linfox environment, the following Key Result Areas have been chosen to group like competencies:

Processes and Systems (PS)  
Warehousing (WH)  
Administration (AD)

Customer Service (CS)  
 Workplace Safety (WS)  
 Teamworking (TW)

### How to read a Competency Standard

<b>A B CC</b>	<b>Competency Title</b>
A - Key Result Area Code	A discrete component within a standard. It refers to the activities conducted. The title should be written in output terms and be accurate and concise.
B – ASF Level Number (refer above)	
CC - Unit of Competency Number (sequential)	
<b>Key Actions</b>	<b>Performance Criteria</b>
Key Actions are the building blocks of the unit of competency. They describe in output terms tasks an employee is able to do.	Performance Criteria are statements which specify the level of performance. These criteria can then be used as an assessment guide and also provide assistance with training and development.
Variables	Variable define the boundaries which the competency apply. They also provide a link workplace documentation, such as SOP's, legislation and technical manuals. Variable relate to the unit as a whole.

Competency Standards Guide

<b>Administration (AD)</b>	AD201 Operate office Equipment		AD401 Purchase and install office equipment
	AD202 Deliver banking documents	AD302 Manage debtors exposure	
	AD203 Prepare and process financial documentation	AD303 Input into monthly management reporting	
	AD204 Produce and distribute operating reports	AD304 Coordinate branch computer activities	AD404 Manage branch computer activities
	AD205 Assist with promotional activities	AD305 Coordinate promotional activities	AD405 Manage promotional activities
		AD306 Coordinate local buying activities	AD406 Manage local buying activities
	AD207 Operate reception		
	AD208 Process orders	AD308 Process special orders	AD408 Coordinate customer service activities
		AD309 Maintain product and pricing information	
	AD210 Prepare and provide payroll information	AD310 Maintain personnel and payroll information	
	AD211 File and store documentation		
	AD212 Handle incoming and outgoing mail		
	AD213 Provide secretarial support		
	AD214 Resolve PDE enquiries	AD314 Coordinate electronic ordering activities	AD414 Install, test and train electronic order in equipment
	AD215 Order stationery supplies		
<b>Customer Service (CS)</b>	CS201 Respond to customer requests	CS301 Practice and promote customer service	CS401 Manage internal and external customer relations
		CS302 Practice supplier relations	CS402 Manage supplier relations
<b>Workplace Safety (WS)</b>	WS201 Practice and monitor correct manual handling	WS301 Practice and promote correct manual handling	WS401 Manage, practice and promote correct manual handling
	WS202 Clean and maintain work area and equipment		WS402 Manage and maintain work area and equipment
	WS203 Follow and monitor safe work practices	WS303 Identify and manage unsafe work practices	WS403 Identify and act on unsafe work practices
		WS304 Drive safely and professionally on public roadways	
			WS405 Coordinate workers compensation activities
<b>Teamworking (TW)</b>	TW201 Team membership	TW301 Encourage team development	TW401 Coordinate team activities
	TW202 Communicate effectively	TW302 Communicate effectively	TW402 Communicate and respond effectively
	TW203 Maintain and develop competencies	TW303 Develop other team members workplace competencies	TW403 Identify and develop workplace competencies

Competency Standards Guide

<b>Key Result Area</b>	<b>ASF Level 2</b>	<b>ASF Level 3</b>	<b>ASF Level 4</b>
<b>Processes and Systems (PS)</b>	PS201 Operate within and review Faulding processes and systems	PS301 Revise processes and systems	PS401 Design and implement processes and systems
	PS202 Use the VAX computer system	PS302 Use and maintain VAX computer systems	PS402 Assist in computer system design and implementation
	PS203 Basic personal computer operation	PS303 Advanced personal computer Operation	
<b>Warehousing (WH)</b>	WH201 Prepare for assembly		
	WH202 Pick and assemble an order (bin, bulk, or promotional)	WH302 Coordinate line starting activities	WH402 Coordinate assembly process
	WH203 Pick and assemble a dangerous drugs order	WH303 Coordinate dangerous drugs activities	
	WH204 Locate storage area and product		
	WH205 Check and monitor stock	WH305 Control warehouse stock	WH405 Manage warehouse stock
	WH206 Pre-packing coordination		
	WH207 Package in order		
	WH208 Despatch orders	WH308 Coordinate dispatch of orders	WH408 Coordinate packing and dispatch process
	WH209 Prepare for delivery	WH309 Deliver local/metropolitan orders	
	WH210 Operate motorised handling equipment		
	WH211 Operate non-motorised handling equipment		
	WH212 Operate datamobil equipment	WH312 Maintain warehouse automation equipment	WH412 Manage warehouse automation equipment
	WH213 Receive and unload stock		
	WH214 Process and received stock	WH314 Process receiving paperwork	WH414 Coordinate receiving process
	WH215 Replenish stock		
	WH216 Process goods for credit	WH316 Coordinate claims for credit	
	WH217 Handle damaged, returned or claimed goods		
	WH218 Participate in stocktakes	WH318 Coordinate stocktake activities	

Appendix D

Linfox Collins Debden Operations – Smithfield.

Linfox and the NUW (NSW Branch) agree that the CBA Enterprise Agreement will apply to the employees engaged in the Collins Debden contract other than the following items.

1. Ratios of Casual to Permanents

The ratios of casual to permanents contained in the CBA Enterprise Agreement will not apply to employees engaged in Collins Debden operations because of the extreme seasonal nature of the Collins Debden contract. No fixed ratios shall apply to the employees on the Collins Debden contract.

2. Casual to Permanent Status

Linfox will be under no obligation to change status of casual employees to that of permanent employees, engaged on the Collins Debden contract regardless of length of employment. This agreement has been reached because of the extreme seasonal nature of the Collins Debden contract in the circumstance of a casual employee working a full time equivalent 38 hours per week for 48 weeks continuous, the casual employee can then elect to become a permanent employee subject to normal Linfox criteria.

3. Rostered Days Off

Employees engaged on the Collins Debden contract will continue to work a 38 hour week (plus overtime where applicable) with no RDO arrangements. This provision is in accordance with the current working arrangements of the Linfox – Collins Debden Operations. The parties will further consider the issue of RDO's on Collins Debden contract at the conclusion of the EBA.

**PART I - DECLARATION AND SIGNATORIES**

Signed for and on behalf of Linfox Australia Pty Ltd, on this \_\_\_\_\_ day of \_\_\_\_\_

Signed:.....

Witnessed by: .....

Signed for and on behalf of the National Union of Workers, New South Wales Branch

Signed:.....

Witnessed by: .....