

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/114

**TITLE: Linfox - NUW (NSW Branch) Smiths' Snackfood
Company Contract Rydalmere (Warehouse & Distribution Employees)
Enterprise Agreement 1999**

I.R.C. NO: 99/1105

DATE APPROVED/COMMENCEMENT: Approved 26 March 1999 and commenced on 1 November 1998

TERM: Expires 1 November 2000

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees of Linfox Transport (Aust) Pty Ltd engaged in or in connection with warehousing and distribution services provided to or on behalf of Smiths Snackfoods located at Rydalmere

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



100

LINFOX - NUW (NSW BRANCH) SMITHS' SNACKFOOD
COMPANY CONTRACT - RYDALMERE - (WAREHOUSE &
DISTRIBUTION EMPLOYEES) ENTERPRISE AGREEMENT 1999

1 TITLE

This agreement will be referred to as the Linfox - NUW (NSW Branch) Smiths' Snackfood Company Contract - Rydalmere - (Warehouse & Distribution Employees) Enterprise Agreement 1999.

2 ARRANGEMENT



Subject Matter

Clause

Title	1
Arrangement	2
Parties Bound	3
Period of Operation	4
Relationship to Award & Previous Agreements	5
Wage Increases	6
Full and Final Settlement	7
Review	8
Grievances and Disputes	9
No Duress	10
Loading/Unloading Function	11
Operations	12
Union Recognition	13

Appendix 1 Rates of Pay

3 PARTIES BOUND

This agreement applies to:

- (a) National Union of Workers (NSW Branch), its officers and members;
and
- (b) Linfox Transport (Aust) Pty Ltd. in respect of the employment by it of persons (whether members of the Union or not) engaged in or in connection with warehousing and distribution services provided to or on behalf of Smiths' Snackfood located at Rydalmere and who are required to perform work covered by this agreement.

4 PERIOD OF OPERATION AND VARIATIONS

This agreement will operate from the date of registration until 1 November 2000.

5 RELATIONSHIP TO AWARD & PREVIOUS AGREEMENTS

This agreement replaces all previous agreements and will be read and interpreted in conjunction with the New South Wales Storeman and Packers (State) Award as varied from time to time, or any award made in substitution thereof, provided that this agreement:

- (i) will prevail to the extent of any inconsistency; but
- (ii) will not reduce or otherwise limit the exercise by Linfox of any rights and entitlements under the Award.

This agreement shall also be read and interpreted in conjunction with the Smiths' Snackfood Company Distribution Consent Award ("the Smiths' Award") as at 1 December 1998. This agreement will prevail to the extent of any inconsistency. The Smiths' Award shall prevail to the extent of any inconsistency with the Storeman & Packers (State) Award.

6 WAGE INCREASES

The following wage increases on current rates as at 1 November 1998 will apply on and from the dates indicated.

4.0% increase to the ordinary weekly wage rate operative from the first full pay period to commence on and after 1 November 1998.

2.0% increase to the ordinary weekly wage rate operative from the first full pay period to commence on and after 1 May 1999.

2.0% increase to the ordinary weekly wage rate operative from the first full pay period to commence on and after 1 November 1999.

2.0% increase to the ordinary weekly wage rate operative from the first full pay period to commence on and after 1 May 2000

These increases will be in lieu of all Award and non-Award wage increases that have become, or will become available from 1 December 1998 or that might otherwise become available while this agreement remains in operation.

Appendix 1 sets out the base weekly rates of pay to apply as a consequence of the above specified increases.

7 FULL AND FINAL SETTLEMENT

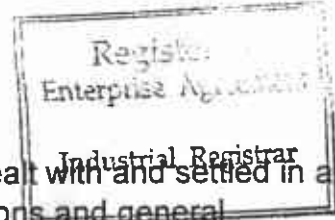
This agreement is full and final settlement of all claims regarding matters covered under this agreement.

8 REVIEW

Negotiation of a replacement agreement will commence three months prior to the expiration of this agreement.

9 GRIEVANCES AND DISPUTES

Where grievances or disputes arise they will be dealt with and settled in a common-sense manner consistent with the intentions and general requirements of the disputes procedure set out in the Smiths' Award.



10 NO DURESS

This agreement has been reached without duress by either party.

11 LOADING/UNLOADING FUNCTION

- (a) Warehouse employees shall have primary responsibility for the loading/unloading of vehicles. It is recognised by the parties that the effective and efficient loading and unloading of vehicles is critical to the success of the contract and viability of the warehouse operations.
- (b) In the interests of ensuring an efficient operation it is agreed:
 - (i) Warehouse employees shall ensure the prompt delivery of orders to the nominated dock leveller, and directly onto the back of a receiving vehicle. Drivers are primarily responsible for ensuring the load is safely stowed onto the vehicle from the dock leveller.
 - (ii) The overriding principle is to minimise the need for excessive handling of product. Wherever possible, pallets should be placed directly onto the vehicles in the nominated drop sequence.
 - (iii) It is recognised that drivers have a responsibility for arranging and securing their loads. All employees shall co-operate to ensure the efficient loading of vehicles without any disruption. Warehouse employees shall assist drivers arrange their loads where necessary.

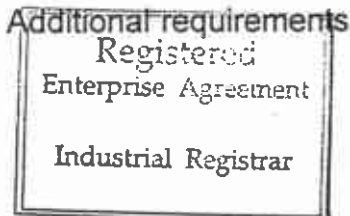
12 OPERATIONS

The parties acknowledge that the viability of the contract and the ability for Linfox to maintain employment of those persons covered by this agreement depends in large part on the successful implementation of new technology, systems and processes, particularly, the Warehouse Management System ("the WMS").

It is recognised that the wage increase provided by this agreement compensates employees for any inconvenience caused by the introduction of new plant or processes and is made in recognition of their willingness to trial and facilitate the implementation of the WMS and additional new technology, systems and processes. The established consultative mechanisms shall be utilised to ensure employees are fully informed of changes which are likely to impact upon the manner in which work is arranged.

In the event of a dispute relating to the introduction of the WMS, the normal dispute resolution procedure will be followed.

Full-time and casual employment arrangements will be reviewed once the Warehouse Management System has been implemented. It is intended that casual staff will be employed to meet seasonal and peak requirements. The first service of casual staff will be drawn from Linfox. Additional requirements will then be obtained from a staff agency.



13 UNION RECOGNITION

For the duration of this agreement, Linfox recognises the National Union of Workers as the proper representative of those employees who wish to be members of the Union and who are covered by this agreement and who are employed at the Rydalmere site. All employees subject to this agreement shall be given the opportunity to join the NUW and are encouraged to become union members in the interests of maintaining a single bargaining unit. All new employees shall be advised of the above and shall be introduced to the site NUW delegates upon being accepted for employment. This clause shall have application only to the Rydalmere site.

APPENDIX 1

RATES OF PAY

These wage increases are provided in recognition of the parties' commitment to a program of continuous improvement with the effective implementation of new technology and equipment.

These rates of pay shall take effect commencing on and from 1 November 1998.

Classification	Current Weekly Rate	1/11/98	1/05/99	1/11/99	1/05/00
Level 1	502.53	523.20	533.66	544.73	555.22
Level 2A	513.11	535.70	546.41	557.34	568.50
Level 2B	525.46	547.35	558.30	569.46	580.85
Level 3	562.15	585.57	597.28	609.23	621.41
Level 4	666.98	694.77	708.67	722.84	737.30

Register 1
Enterprise Agreement
Industrial Registrar

SIGNED in agreement for and on behalf of relevant employees:

NAME:
DATE:

NAME:
DATE:

NAME:
DATE:

NAME:
DATE:

SIGNED in agreement for and on behalf of the National Union of Workers' (New South Wales Branch) by the State Secretary.



NAME:
DATE: 8-3-99



SIGNED in agreement for and on behalf of Linfox Transport (Aust) Pty Limited.



NAME: PAUL BENNETT
DATE:

Witness

