

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/54

**TITLE:** Linfox Pty Ltd Kellogg's Contract Enterprise Agreement 2004

**I.R.C. NO:** IRC4/6017

**DATE APPROVED/COMMENCEMENT:** 3 November 2004 / 9 February 2004

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 18 March 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 20

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Linfox Australia Pty Ltd, engaged directly on the Linfox/Kellogg's contract at the following addresses: 34, Airds Road, Minto NSW 2560, The despatch area's of the Kellogg's Production Plant at Swinbourne Street, Botany, NSW 2019, Linfox Botany Distribution Centre, Stephen Road, Botany NSW 2019, who fall within the coverage of the Storemen and Packers, General (State) Award.

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

# **LINFOX PTY. LTD. ENTERPRISE AGREEMENT 2004 KELLOGG'S CONTRACT**

## **1.0. Title**

This Agreement shall be referred to as the Linfox Pty. Ltd. Kellogg's Contract Enterprise Agreement 2004.

## **2.0. Arrangement**

1. Title
2. Arrangement
3. Parties Bound
4. Coverage of Agreement
5. Period of Operation
6. Relationship with Parent Award
7. No Extra Claims
8. Employee Commitments
9. Purpose of Agreement
10. Dispute Prevention and Resolution Process
11. Disciplinary Procedures
12. Occupational Health and Safety
13. Management Initiatives
14. Manning Levels
15. Multi Skilling Initiatives
16. Remuneration of Wages
17. Annual Leave Loading
18. New Technology
19. Consultative Committee
20. Training Initiatives
21. Probationary Employees
22. Rest Pause
23. Meal/Crib Break
24. Mixed Functions
25. House Keeping and Maintenance
26. Flexible Ordinary Hours
27. Service Levels
28. Overtime
29. Rostered
30. Duress
31. Public Holidays
32. Sick Leave Entitlement
33. Casuals
34. Anti Discrimination

Appendix A - Botany Dock Employee's 12 hours Shifts

Appendix B - Botany Dock Employee's Roster 2004/05

Appendix - D Storeman Classification Structure

## **3.0. Parties Bound**

This Agreement shall be binding on

- (A) Linfox Australia Pty Ltd, (Linfox Pty. Ltd.)
- (B) All employees whether members of the organisation of employees listed in sub-clause (c) hereof or not, employed in any of the occupations, industries or callings specified in the Storemen and Packers, General (State) Award;

And

- (C) National Union Workers, New South Wales Branch (the Union).

This agreement shall be registered in the Industrial Relations Commission of NSW pursuant to the provisions of the *Industrial Relations Act 1996*; (the act).

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

#### **4.0. Coverage of Agreement**

This Agreement is made to cover matters, in or in connection with, providing warehousing services; which is consistent with the industries and callings of the Storemen and Packers, General (State) Award.

- 4.1 This Agreement applies to all employees of Linfox engaged in or connected with providing the services in accordance with the Storeman and Packers General (State) Award, engaged directly on the Linfox/Kellogg's contract at the following addresses:
- 4.2 34 Airds Road, Minto NSW 2560. The despatch Area's of the Kellogg's Production Plant at Swinbourne Street, Botany, NSW 2019
- 4.3 Linfox Botany Distribution Centre, Stephen Road, Botany, NSW 2019

#### **5.0. Period of Operation**

- 5.1 This Agreement shall continue in force for a period of two years (2) years from the 9th February 2004, (and after this period) until rescinded in accordance with the act by the Industrial Relations Commission, NSW.
- 5.2 The parties undertake to commence discussion three (3) months prior to the expiration of the Agreement, however, this Agreement will continue in force until replaced by a new Agreement: provided this agreement may be terminated in accordance with the *Industrial Relations Act 1996* (as amended).

#### **6.0. Relationship to Parent Award**

- 6.1. This Enterprise Agreement shall be read, in conjunction with the Storeman and Packers General (State) Award, provided that where there is inconsistency this Agreement will take precedence to the extent of any inconsistency.

Subject to this Enterprise Agreement, any previous unregistered agreements, certified agreements, arrangements will cease to exist with the making of this certified agreement.

#### **7.0. No Extra Claims**

The parties undertake that there shall be no further money increases for the life of this agreement, including increases provided by any (State) Wage Case decision. It is agreed that the Award Allowances will increase in line with Award increases in the event it is more favourable than the Enterprise Agreement.

#### **8.0. Employee Commitments**

Every employee must at all times:

Perform his/her duties with due care and diligence,

Focus decision-making and responsibilities around customer satisfaction and customer expectations,

Ensure the needs of the business are a joint priority in assessing and implementing future initiatives under this Agreement,

Comply with the lawful instructions of management whilst improving customer service expectation, via continuous and continual service improvements,

Deal honestly and fairly with each other in the workplace, including the customer and the wider community that the facility services, and not engage in inappropriate behaviour,

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

Ensure employees attend work when required and report absences immediately to their immediate Supervisor.

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 immediately.

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 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.

## **9.0. Purpose of Agreement**

9.1 Intent. This Agreement has been designed to provide opportunities for Management and staff to develop specific improvements or initiatives in a facility and within its services. The Company, in conjunction with its employees, intends to achieve a stable and workable employee relation's environment at the facility to provide flexibility, a competitive edge, improved efficiency, and quality services. To this end, the union agrees to work with management and its employees to facilitate:

more innovative working arrangements than exist at present;

improve the facilities needs/servicing requirements;

opportunities for staff to participate in new initiatives;

initiatives which improve business plans/budgets/work culture and operations

Management discretion in running its business is also the intent and direction of outcomes from this agreement.

9.2 Continuous Improvement Initiatives

9.2.1 The parties to this Agreement are committed to genuinely identifying and implementing measures as a Team to improve productivity and efficiency at the facility during the life of this Agreement.

9.2.2 Specific measures to be considered as part of a broader agenda may include matters such as:

To achieve within the life of this Agreement, a throughput of 25 pallets per person-hour worked on every shift.

Improved Service Delivery.

Flexible work patterns.

Work Practice reviews

Continuous service improvement processes.

Minimisation of workers' compensation costs etc.

Work Practice Reviews, by means of active participation on the site's continuous improvement team.

9.2.3 The Union and employees agree to co-operate in providing arrangements that are more flexible and savings, which complement the facilities, services, and customer requirements (such as eliminating Restrictive Work Practices). The collaborative approach will also involve future Agreement changes being in plain English.

9.3 The Disputes Settlement Procedures contained in this Agreement will be adhered to.

#### **10.0. Procedures for the Avoidance of Industrial Disputes**

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

- (a) The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.
- (b) In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between the site delegate and the Contract Manager
- (c) If the matter is not resolved, the Site Delegate shall discuss the matter with an official of his/her union who will then consult with the Contract Manager.
- (d) Should the dispute 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.

Until the Commission resolves the matter and, except in the case of a bona-fide safety issue, work shall continue as normal and the status quo remain. In the case of a bona fide safety issue, the company will identify alternative work practice to allow work to continue whilst the dispute is resolved. No party shall be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this sub clause. (Status Quo is defined as the work practice in place immediately prior to the grievance or dispute.)

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

#### **11.0. Discipline Procedure**

11.1 Subject to the circumstances employee/s whose behaviour, performance, or time keeping is considered unacceptable or requiring improvement shall be counselled as to the company expectations.

11.2 Where such counselling is found not to be successful, formal warnings may be necessary. Formal warnings will be issued by the Warehouse and Distribution Manager or the Operations Manager and shall be recorded on the employee/s file.

The employee/s concerned will be invited to have the appropriate Delegate and or witness present. In issuing warnings, management will advise the employee/s what action is deemed necessary to rectify the situation.

11.3 An employee will be given a final warning in writing and advised of the consequences if employee/s is found not to be rectifying the situation or it is a serious matter.

11.4 Letters of Warning will remain on the employee file as follows:-

FIRST	12 Months
SECOND	12 Months
THIRD AND FINAL	12 Months

11.5 Variation

11.5 The only variation to the aforementioned is if deemed that in a serious case of misconduct an employee can be summary dismissed for matters such as but not limited to:

- i) Proven Cases of theft and pilferage (Stealing) of any nature
- ii) Any form of violence/aggression/intimidation or harassment, sexually or otherwise towards
  - a) A fellow employee/s
  - b) Company property or staff property
  - c) Customer and/or their property
  - d) Member of the public
- iii) Refusal to follow or carry out a Lawful and reasonable request/directive given by a Supervisor and or Manager providing such work is within the employees Skill, Competence, and or Training.
- iv) The use of or being affected by or in possession of illegal drugs and or substances in Company time or on Company property.
- v) Consumption of alcohol on or off the premises, or being intoxicated during working hours.
- vi) Smoking in any area of the site other than an area set aside as a designated smoking area.
- vii) Wilful violation of site safety rules (Endangering the safety of others on the site).
- viii) Misuse of Bundy Clock. Or other timekeeping apparatus. Eg. Clocking other employee/s on or off duty.

11.6 In cases, that a summary dismissal is warranted the Company undertake that the union delegate will be kept advised, and that all the relevant procedures are followed.

## **12.0. Occupational Health and Safety**

The union agrees with The Company that the safety of its members and others on the site is of paramount importance, and will actively encourage its members to sit on the site OH&S committee. The members will fully implement the initiatives that result from the deliberations of the Committee and Company policies

### 12.1 Personal Protective Equipment (PPE)

All employee/s who are required to work in operational areas of the site, "operational area being defined as an area in which Forklift truck's can or are operating" are required to use company supplied PPE at all times, whilst clocked on for duty. Basic PPE being High Vis Vest or Shirt, Safety Boots or Shoes.

All employee/s are supplied with two (2) sets of PPE per calendar year at the company's expense and will be replaced on a fair wear and tear basis. All losses, misuse and abuse in excess of the standard issue, or fair wear and tear, will be at the employee/s expense.

### 12.2 Company Supplied Uniforms

The company has supplied its standard uniforms to all employees, branded and embossed to its specifications. Such uniforms are to be worn at all times whilst on duty. Uniforms will be replaced on a fair wear and tear basis.

## 13.0. Management Initiatives

Nothing in this agreement shall limit or restrict the Company's right to manage or operate its business.

## 14.0. Manning Levels

The Company is at all times mindful of its staffing levels and therefore will review its level of permanent employees on a case by case basis and may adjust its requirements of permanent's on a strictly needs of the business basis requirement only.

## 15.0. Multi Skilling Initiatives

For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi skilling will occur to allow employees to perform tasks within their skills and competence. Multi skilling will include but not be limited to, Forklift driving, clerical duties, customer service duties, picking/packing, loading/unloading of containers, use of any technology and will be on going to meet business/customer needs. An employer may direct an employee to carry out duties, which are within his/her skill, competence or for which he/she has received the appropriate training.

When employees are offered overtime, such work is to be whatever is required by the employer to be carried out such as - manual loading/unloading, etc. rather than Forklift driving being the only duties

## 16.0. Remuneration of Wages

16.1 Subject to the Enterprise Agreement employees covered by this agreement shall receive the following Base Wage rates. Company Superannuation Contributions shall be based on the amounts tabled below.

Wage increase on Base

Award Level 38 Hour Week	Current Award Rate	Current Base Rate	+ 4% Year 1 Feb 04	+4% Year 2 Feb 05
Storeman Packer 1	\$452.70	\$662.74	689.24	716.81
Storeman Packer 2	\$467.70	\$677.92	705.04	733.24
Storeman Packer 3	\$473.50	\$686.66	714.12	742.68
Storeman Packer 4	\$492.30	\$699.58	727.56	756.66
Team Leader	\$507.20	\$772.92	803.83	835.98

These wage increases are in recognition of initiatives adopted in this Agreement.

In addition, include a weekly allowance in recognition of the skills required for operating Electric Lift Trucks

For the purpose of this Agreement and at management discretion all new employee/s with the Company shall commence at Level 1 Storeman & Packer.

Leading hand allowance will only apply to employees who are employed in leading hand duties.

#### 16.2 Remuneration Calculations

The parties agree in recognition of previous increases and calculations that continuous shift arrangement rates have been calculated based on previous and current rate increases.

#### 16.3 Pay Week

The pay period shall operate weekly to cover a 7-day operation. Payroll will be processed via electronic funds transfer. The pay week will commence at the start of night shift on the Sunday Night.

#### 16.4 Weekend Pay Rates

In respect of the Minto enterprise agreement, the parties agree that if the site should revert to a continuous (8) Eight hour, (7) Seven day a week rotating roster the weekend premium for ordinary hours will be as follows:

Saturday ordinary hours plus 60% on the base rate;

Sunday ordinary hours plus 100% on the base rate;

Provided where continuous shiftwork on Saturdays is worked then clause 11 Shift Work, Sub- clause (1X) of the Storeman and Packers General (State) Award will apply.

In the event the award is varied for a lesser weekend premium then such premium will apply in lieu.

### **17.0. Annual Leave and Annual Leave Loading**

Seven -day shift workers who are regularly rostered to work Sundays and Public Holidays shall be allowed an extra one week of annual holiday.

17.1 Accrued Annual leave loading can be paid out to employee(s) on the first payday in December each year, or a payday leading up to Christmas.

#### 17.2 Botany Dock Employees:

During Kellogg's Manufacturing Plant periodic shut down's excluding the annual Christmas shut down, employees based at the Botany Dock will have the following options:

Take annual leave; however, employee's with an annual leave entitlement of less than the period of the plant shut down will have the option to take authorised leave with out pay, during such shut down period.

Take long Service Leave, if applicable.

In the event there is no leave entitlement and casuals are working at the Minto site, consultation with management and union will take place to determine whether a position at Minto is available

### **18.0. New Technology**

All employees agree to cooperate with the implementation of any new technologies and agree they will work in a manner, which is flexible and optimises the full potential of new technology used to serve the business and the customer's needs.

### **19.0. Consultative Committee**

Consultative committee may be formed for the ongoing development of this Agreement and continuous exploration of obtaining efficiencies of mutual concerns.



## **20.0. Training Initiatives**

- 20.1 To enhance client needs and ensure effective operational and service initiatives, the Company will at all times be mindful of the need to keep ALL employees abreast with ongoing training. Unless operational requirements dictate, otherwise the company's intent is that all training will be conducted during ordinary hours, wherever possible. All such training will be paid at the ordinary base rates only.
- 20.2 Where an employee requests, with the exception of a Team Leader, a reclassification of grading, the company will arrange for suitable training for the appropriate grade. At the completion of training, the employee will be assessed on their competence to fulfil the required duties of that grade. A competency grade of 98% is required in the following duties:

Receiving to include R/F Scanning of pallets from trucks, accepting the load in to Exceed

correcting load errors

Allocating Pick Tasks to the Warehouse

correcting pick errors

closing pick jobs, shipping and invoicing orders.

## **21.0. Probationary Employees**

New permanent employees shall be subject to a three-month probationary period. Probationary employee's performance shall be reviewed and discussed on an ongoing basis. Probationary employees who are not satisfactory may be terminated by provision of one week's notice similarly, if employee/s is not satisfied with any working arrangements, the employee/s may resign within the probationary period on provision of one week's notice.

## **22.0. Rest Pause**

Will occur in accordance with clause 15 of the, Storeman and Packers, General (State) Award provided flexibility will occur at the employer's discretion to ensure continuity of work in the operation. Such times will be between the hours of 09:00 to 09:30 daily.

## **23.0. Meal/Breaks**

Meal/Crib Breaks will be taken in a flexible manner and shall be as per clause 14 sub - clauses (i) (ii) and (iii) of the Storeman and Packers, General (State) Award.

Meal Break times will be:

Day shift between the hours of 11:30 and 12:30 with no more than 50% of the employee's on the shift at the meal break at any time. This break will be counted as time worked and will be of Twenty (20) minute duration.

Afternoon Shift between the hours of 18:30 and 19:30 with no more than 50% of the employee's on the shift at the meal break at any time. This break will be counted as time worked and will be of Thirty (30) minute duration.

Night Shift between the hours of 02:30 and 03:30 with no more than 50% of employee's on the shift at the meal break at any time. This break will count as time worked and will be of Thirty (30) minute duration.

Break times will be from place of work to place of work.

Breaks out side of the above must be authorised by the Warehouse and Distribution Manager or Shift Operations Manager. Unauthorised breaks will not be counted as time worked and may lead the offender liable to disciplinary action.

#### **24.0. Mixed Functions**

Shall be as per clause 23 Storemen and Packers, General (State) Award.

#### **25.0. Housekeeping and Maintenance**

The parties bound by this Agreement shall ensure that their equipment and work areas are maintained in a safe, clean, tidy, and efficient state, and may be requested to undertake other general yard cleaning and housekeeping duties as and when directed.

#### **26.0. Flexible Ordinary Hours**

Ordinary hours will be based on an average of a thirty-eight - (38) hour week concept as part of providing improved flexibility to complement business needs for day or shiftwork.

26.1 For the purpose of increased productivity and flexibility. At managements, discretion employee(s) may be required to work up to eight (8) ordinary hours and by agreement in writing between the employer and employee(s) up to a maximum of twelve (12) ordinary hours maybe accommodated under this Agreement. Such ordinary hours will be in-accordance with the appropriate State legislation applicable. The site union delegate will be consulted as part of introducing such new arrangements, as applicable.

For the purposes of this agreement shift times will be as follows:

Day Shift will commence at 06:30 each day and finish at 14:30 each day.

Afternoon Shift will commence at 14:30 each day and finish at 22:30 each day.

Night Shift will commence at 22:30 each day and finish at 06:30 the following day.

During the life of this agreement, where there is agreement between the employee/s the union and management, twelve (12) hour shifts may be introduced.

Provided, where twelve (12) hour shifts are introduced such arrangements will be evidenced in writing and trialed to the satisfaction of the employer in the first instance to ensure shifts are commercially viable.

26.2 The employer may arrange ordinary hours over five (5) days Monday to Sunday. For ordinary hours worked on weekends, employee(s) will be paid weekend premiums as per clause 16.4 of this agreement, as applicable. Overtime will continue to apply for work outside daily ordinary hours or where an average of thirty-eight (38) hours is exceeded.

26.3 The day work spread of hours will be arranged between 5:30am to 6:00p.m. By mutual agreement in writing, the spread of hours may be extended by one (1) hour either side to accommodate business needs.

26.4 Shift allowances will only be paid when actually working shift work.

26.5 The option of (RDO's) will continue to apply with eight (8) hour shifts.

Rostered days off will by a roster maintained by the Warehouse and Distribution Manager and will be taken by agreement with the Warehouse and Distribution Manager.

Where an employee is rostered to take a RDO they must take that day off unless a prior arrangement has been made with the Warehouse and Distribution Manager.

RDO's may be paid out at the ordinary base rate to meet business needs, or at the request of the employee(s).

26.6 Shift provisions per the Award will apply noting that rostering will be a mix of Monday through Friday and Monday through Sunday as noted in sub Clause 26.7 of this agreement.

26.7 The parties agree that in order to service the current customer a continuous 7-day roster may be required to be worked. This shift roster will be worked as required to service the customer needs.

Shift premiums for continuous shifts shall be as per the Award. Weekends will be as per clause 16.4 of this agreement.

26.8 As part of any new hours, arrangements the parties may introduce an annualised salary concept to accommodate new hour's arrangements, which will be in writing.

26.9 Nothing in this agreement shall limit the method in which the thirty-eight - (38) hour week is organised.

26.10 Where hour arrangements become commercially unviable, are abused or the customer needs changes, then the employer will subject to consultation give 7 days notice of the need to change hour's arrangement.

### **27.0. Service Levels**

The Company shall establish procedures to achieve the customer's minimum key performance indicator (KPI) outcomes, to eliminate picking error checking errors and to accurately construct and load pallets for routing and to develop other initiatives.

### **28.0. Overtime**

By mutual agreement in writing, between the employee/s and the employer. Employees may in lieu of receiving payment for overtime; take time off in lieu of overtime, such time off is to be taken at ordinary time, that is, one (1) hour off for each hour worked.

### **29.0. Rostered Overtime**

29.1 Overtime will not be guaranteed under any circumstances.

The Warehouse and Distribution Manager as is required will allocate such overtime on a roster system fairly, as to ensure all staff are given equal opportunity.

Where it is an employee's turn to be offered overtime by means of the register of overtime, or an individual employee has been requested to work a particular shift because of that employee's Experience/Skill or Grade. And a dispute arises, the Warehouse and Distribution Manager will discuss the matter with the appropriate site delegate before the roster is finalised.

29.2 Overtime on rostered days off will be by a roster authorised by the Warehouse and Distribution Manager only.

When a roster is unable to be filled by permanent staff, the overtime will be offered to casual staff..

### **31.0. Public Holidays and Picnic Day**

31.1 Public Holidays shall be as per the Storemen and Packers, General (State) Award .

31.2 Where an employee is rostered for work, and is, absent without reasonable cause from his/her employment, on the working day before or the working day after a public holiday or part thereof, without reasonable excuse, or without the consent of the employer. The employee shall not be entitled to payment for such holiday. Reasonable excuse shall be satisfied by certificate from a duly qualified

medical practitioner or a statutory declaration. An employee shall notify the employer of such an absence prior to normal starting time wherever practicable.

- 31.3 Picnic Day Holiday shall be as per subclause (ii) of Clause 24 of the award. The designated day shall be the first Monday in May each year, unless that day coincides with a Public Holiday. In which case the following Monday will substitute

### **32.0. Sick Leave Entitlement**

- 32.1 Sick leave will be as per Clause 26. Sick Leave of the Storeman and Packers General (State) Award. Subclause (i) Paragraph's (a) to (i) having particular regard to Paragraph (i) which states:

"Single - day Absences - As per the Award conditions an employee has an entitlement of two (2) single day absences in every anniversary year which do not require a medical certificate. If in the year, he/she has already utilised the mentioned entitlement then he/she will be required to produce a medical practitioner certificate to confirm that they were unfit for duties.

Additionally, as per the Award, a medical certificate must be provided for multiple day absences from the workplace.

In the event that the sick leave entitlement has been exhausted, the leave will be unpaid. No substitution of payment with additional leave will be allowed.

In the first year, an employee will be entitled to Five (5) days or Thirty Eight (38) hours, in the second and subsequent years the employee will be entitled to Ten (10) days or Seventy Six (76) hours per year.

### **33.0. Casuals**

A casual employee is an employee engaged as such and paid by the hour. Casuals maybe engaged in day/shiftwork for two (2) separate periods as part of a 38-hour week concept and shall occur as required by the company. A minimum engagement will be four (4) hours.

- 33.1 A casual employee shall not be entitled to provisions such as but not limited to:-

Termination notice

Redundancy provisions

Annual leave

Sick leave

Bereavement leave

Public holidays

Jury service

Parental/maternity leave, etc.

- 33.2 The company shall wherever practical notify a casual employee where services are not required the next working day or at the end of a period of casual work.

- 33.3 Casuals maybe employed in a business on continuous engagements at the discretion of the company for a short period. Such short period is deemed to be a minimum of (6) six months.

- 33.4 A casual employee for all ordinary time worked shall be paid an hourly rate of 1/38th of the weekly base wage rate in this agreement, plus a 15% (casual loading). In addition, 1/12th in lieu of annual leave, as per the *Annual Holidays Act* 1944, as amended.

**34.0. Anti Discrimination**

(Please refer to clause 39 - Anti - Discrimination of the Award).

**30.0. Duress**

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

**SIGNATORIES**

Signed for and on behalf of

\_\_\_\_\_ Date 6/10/04  
Linfox Pty. Ltd.  
General Manager

\_\_\_\_\_ Date 6/10/04  
Witnessed by

J. Reynolds  
\_\_\_\_\_  
(Print Name)

Signed for and on behalf of

\_\_\_\_\_ Date 30/09/04  
National Union of Workers  
New South Wales Branch  
State Secretary

\_\_\_\_\_ Date 30/09/04  
Witnessed by

\_\_\_\_\_  
Print Name

**APPENDIX A**

The Linfox Pty. Ltd. Kellogg’s Contract Enterprise Agreement 2004.

This appendix is to apply to the Linfox Pty. Ltd. Employee’s engaged to work in the Despatch Area of the Kellogg’s Production Plant at Swinbourne Street Botany NSW 2019.

**1.0. Hours**

In making this agreement and the introduction of (12) twelve hour shifts, all parties agree that the option of (RDO) Rostered Days Off will cease on the Kellogg’s Contract.

All accumulated (RDO) hours owing to individual employees at the commencement of the new roster arrangements will be paid to the individual employee as soon as practical after an agreed date. The agreed date should be the last full pay period prior to the commencement of the new shift arrangements.

#### Botany Dock Operations

- (a) Shift hours will consist of two shifts of (12) hours duration, one day shift and one night shift..
- (b) Actual hours worked shall average 42 hours per week.
- (c) Day shift shall commence at 6:00am. Night Shift shall commence at 6:00pm. These times are designed to coincide with the shift changes in the Kellogg's plant.
- (d) Shift Rosters will be as per appendix (b) attached.

"Day Shift" means a shift of twelve (12) hours duration, commencing at 6:00 am concluding at 6:00 pm.

"Night Shift" means a shift of twelve (12) hours duration commencing at 6:00 pm and concluding at 6:00 am.

"Shift Hours" means twelve (12) hours shifts worked on average of 42 hours weekly, paid as per appendix (c).

Employees will receive a minimum Ten (10) hour break between shifts.

"Crew" means Crew A and B are the two day shift crews, C and D are the Two (2) night shift crews.

- 1.1 Shift provisions per the Storemen and Packers, General (State) Award; will apply.
- 1.2 Rest pauses/Meal breaks will consist of (3) three paid (30) thirty minute breaks during the course of a (12) hour shift. The breaks will be spaced out in a flexible manner to ensure continuity of work, each break period should be spaced out at (3) hour intervals from the commencement of the shift.
- 1.3 Where 12 hour arrangements become commercially unviable or the customer needs change, then the employer commits to consult with the employees and the Union as soon need for such change becomes obvious to Linfox. The employer will endeavour to provide as much notice as is practicable, however in any event the employer must give 7 days notice of the need to change hours arrangement.
- 1.4 In the event that the above changes occur, the site will revert to a 38-hour week as per Clause 11, Continuous Shift, Storemen and Packers, General (State) Award. Additionally the RDO conditions will also apply.
- 1.5 The parties agree that in order to service the current customer a continuous 7-day roster is required to be worked. This shift roster will be worked as required to service the customer needs. Shift premiums for continuous shifts shall be as per the Storemen and Packers, General (State) Award; for all hours worked.

#### **2.0. Pay Period**

The pay period shall operate weekly to cover a 7-day operation. Payroll will be processed via electronic funds transfer.

It is agreed in making this agreement that weekly pays will be annualised, and that the following payments shall be rolled in to an individual employee's pay where appropriate:

- 1) Rostered Saturdays will be paid at the rate of 1.5 times base rate.
- 2) Rostered Sundays will be paid at the rate of 2 times base rate
- 3) Union Picnic Day

- 4) 5 Public Holidays per year, un-worked.
- 5) Leading Hand Allowance (where applicable)
- 6) First Aid Allowance (where applicable)
- 7) Night Shift allowance of 30% on ordinary hours.

**3. Annual Leave and Annual Leave Loading**

- 3.1 Accrued Annual leave loading can be paid out to employees on the first pay period in December each year at the employee’s request.
- 3.2 Botany Dock Employees:

During Kellogg’s Manufacturing Plant periodic shut down’s, excluding the annual Christmas shut down, employees based at the Botany Dock will have the following options:

Take annual leave; however, employee’s with an annual leave entitlement of less than the period of the plant shut down will have the option to take authorised leave with out pay, during such shut down period.

Take long Service Leave, if applicable.

In the event there is no leave entitlement and casuals are working at the Minto site, consultation with management and union will take place to determine whether a position at Minto is available.

Seven-day shift workers who are regularly rostered to work Sundays and Public Holidays shall be allowed one (1) extra week of Annual Leave.

**4.0. Sick Leave Entitlement**

- 4.1 Botany Dock Employees only, where 12 hours shifts are worked. In the first year of employment, an employee will be entitled to four (4) days or forty- eight (48) hours, in the second and subsequent years of employment the employee will be entitled to eight (8) days or ninety six (96) hours per year whilst working on the 12-hour shift basis.

In the event that the operation reverts to a 38-hour week the sick leave entitlement as per the Storeman and Packers General (State) Award will apply.

**SIGNATORIES**

Signed for and on behalf of

\_\_\_\_\_ Date 6/10/04  
 Linfox Pty. Ltd.  
 General Manager

\_\_\_\_\_ Date 6/10/04  
 Witnessed by

J. Reynolds  
 \_\_\_\_\_  
 (Print Name)  
 Signed for and on behalf of

30/09/04

Date \_\_\_\_\_

\_\_\_\_\_  
National Union of Workers  
New South Wales Branch  
State Secretary

30/09/04

Date \_\_\_\_\_

\_\_\_\_\_  
Witnessed by

\_\_\_\_\_  
(Print Name)

**APPENDIX B**

**BOTANY DOCK ROSTER**

**Day Shift**

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	On	On	Off	Off	On	On	On
2	Off	Off	On	On	Off	Off	Off
3	On	On	Off	Off	On	On	On
4	Off	Off	On	On	Off	Off	Off
5	On	On	Off	Off	On	On	On
6	Off	Off	On	On	Off	Off	Off
7	On	On	Off	Off	On	On	On
8	Off	Off	On	On	Off	Off	Off

**Night Shift**

1	On	On	Off	Off	On	On	On
2	Off	Off	On	On	Off	Off	Off
3	On	On	Off	Off	On	On	On
4	Off	Off	On	On	Off	Off	Off
5	On	On	Off	Off	On	On	On
6	Off	Off	On	On	Off	Off	Off
7	On	On	Off	Off	On	On	On
8	Off	Off	On	On	Off	Off	Off

**APPENDIX C**

**STOREMAN CLASSIFICATION STRUCTURE**

**Minto Botany Dock Botany Distribution Centre 2004 Agreement**

**TEAM MEMBER - GRADE 1**

For the purpose of this agreement a Team Member Grade 1 shall mean a person who performs work to the level of their training and,

- (a) Is responsible for the quality of their own work (subject to instructions and direction).
- (b) Works in a team environment and / or under routine supervision.
- (c) Undertakes duties in a safe and responsible manner.



- (d) Exercises discretion within their level of skills and training.
- (e) Possesses good interpersonal and communication skills.
- (f) Indicative of the tasks which an employee at this level may be required to perform include the following:

General labouring and cleaning duties e.g. removal of cardboard, plastic and cleaning up of workplace area.

Order assembling including picking stock from the pick face.

Loading/unloading containers by hand or using a Counter Balance Fork Truck

Hold a license/permit to operate materials handling equipment e.g. forklift

Demonstrate basic inventory control with the ability to accurately count stock and assist in stock takes.

All new team members will be required to serve a minimum probationary period of three months. During this time each team member will be required to complete all aspects of induction as per the Linfox Induction Kit and have been briefed by the site Safety Officer on all OH&S requirements for the site and meet the performance requirements as outlined above.

#### Promotional Criteria

Has performed a minimum of three months services

Has successfully completed the induction program.

Has satisfactorily acquired the skills outlined for a Grade 1 team member relevant to the business at this level.

Regular attendance:-any person who has a genuine illness will not be disadvantaged by this process.

Where a team member is to be promoted to Grade 2 they must hold prior to being appointed a license certifying them to operate all appropriate materials handling equipment e.g. Electric High Reach forklifts.

#### Conditions

It is agreed by all parties that new employees shall be subject to a probationary of 12 weeks.

Should the employee prove to be not satisfactory, he/she can be terminated (with reason) during this period.

### **TEAM MEMBER - GRADE 2**

For the purpose of this agreement a Team Member Grade 2 shall mean a person who has undertaken sufficient training so as to enable them to perform work within the scope of this level. In addition to the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis and who may be required to operate computer technology. The minimum requirement being able to pick and put-away by means of R/F scanning devices.

A team member appointed in this capacity performs work to the level of their training and is appointed taking into account the following factors:

- (a) Is able to work in a coordinated team environment under general supervision.
- (b) Is able to work from complex instructions and procedures.

- (c) Is responsible for assuring the quality of their own work.
- (d) Possesses sound interpersonal and communication skills and should demonstrate a degree of initiative and self motivation
- (e) Is licensed to operate all appropriate materials handling equipment, e.g. forklift.
- (f) May be required to assist in the training of team members of same and lower grade.
- (g) Have a good knowledge of the FIFO system, product and warehouse layout and operation. Have demonstrated the ability to recognize and act on damaged or deteriorating stock.

Promotional Criteria

Has successfully acquired the skills outlined for a Team Member Grade 2 relevant to the business at this level.

Regular attendance: - this process will not disadvantage any person who has a genuine illness.

**TEAM MEMBER - GRADE 3**

For the purpose of this agreement a Team Member Grade 3 shall mean a person who has undertaken sufficient training so as to enable them to perform within the scope of this level in addition to the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis.

A team member appointed in this capacity performs work to the level of their training and are appointed taking into account the following factors:

- (a) Understands and is responsible for their own quality control and work.
- (b) Has a sound working knowledge of all duties performed at levels below this grade, exercises discretion within scope of this grade and has a good knowledge of the product.
- (c) Must be competent to carry out the following functions efficiently and accurately.

Receiving and Scanning, booking loads in to the WMS. Correcting load errors.

Basic Allocation of pick tasks to the WMS correcting pick errors, closing pick tasks

Order picking and assembly

unload and put-away

Replenishment of picking faces

- (d) Demonstrate an understanding of the following paperwork procedures:

Order picking

Transfer advices

Invoices

Pallet documentation supporting pallet movements, and the checking of pallet movements and notification of variances.

- (e) May be required to assist in the training of all grades of team members.

Promotional Criteria

Business needs as determined by vacancies as per Minto Organizational Chart.

Regular attendance, any person who has a genuine illness will not be disadvantaged by this process.

Has successfully acquired the skills outlined for a Grade 3 team member relevant to the business at this level.

**TEAM MEMBER - GRADE 4**

For the purpose of this Agreement, a Team Member Grade 4 shall mean a person who has undertaken sufficient training so as to enable them to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis.

A team member appointed in this capacity performs work to the level of their training and is appointed taking into account the following factors:

- (a) Consistently demonstrates the ability of performing allocated tasks in correct priority.
- (b) Must be able to work without any supervision and have the ability and trust to control limited operations.
- (c) Must have undertaken training and demonstrate an ability to be able to allocate work to the floor using the WMS.
- (d) Must have successfully completed an approved Senior First Aid Course. Qualification must be kept up to date.
- (e) Is multi-skilled and is able to perform all tasks of all team member grades.
- (f) Be responsible for the quality control of the work of other Grades without being responsible for their direction.
- (g) Have knowledge of the operation and minor maintenance of equipment,
  - Forklifts
  - Conveyors
  - Stretch wrapper
  - Other materials handling equipment
- (h) May be required to assist in the training of all grades of team members.

Promotional Criteria

Business needs as determined by vacancies as per Minto Organization Chart.

Regular attendance: - any person who has a genuine illness will not be disadvantaged by this process.

Sustained performance levels.

Appointed on merit and skill.

### **TEAM LEADER:**

For purposes of this agreement, a person at this level shall mean a Team Member Grade 4 who is appointed by the employer to this level and is required to perform tasks in addition to the work performed by other grades.

An employee will be appointed only after taking into account the following factors:

- (a) Must be capable of allocating workloads and supervising completion of tasks:
  - By correctly establishing work load priorities
  - Allocate tasks to achieve best utilization of resources
  - Check task completion and adjust.
- (b) Must have the ability to organize labour and resources to meet work loads:
  - By accurately forecasting manpower requirements
  - Arrange labour force
  - Allocate labour to specific tasks cost efficiently.
- (c) Through their ability to communicate and their knowledge and personality, must be a good teacher for employees of all grades in the following areas:
  - Site safety
  - Forklift operation
  - Equipment sympathy
  - Order assembly and stock rotation
  - Stock takes
  - Computer operation

Must through personality and enthusiasm be capable of engendering correct work ethic.
- (d) Have completed an approved OH&S. course and have service on the site warehouse safety committee.
- (e) Must attend and satisfactorily complete an approved external supervisory course and Certificate IV in Assessment & Workplace Training
- (f) Shall give advice to the employer or other team members to assist with each of the above to ensure good order and work flow.
- (g) Utilize highly developed level of interpersonal and communication skills and be capable of handling day-to-day customer inquiries:
  - Must have a pleasant phone manner
  - Be capable of clear and concise communications
  - Be capable of responding quickly and accurately
  - Must present well to the client and have the client's confidence

