

ENTERPRISE AGREEMENT

NO: E.A. 108 /1994

DATE REGISTERED: 5-4-94.

PRICE: \$ 18-00.

LINFOX TRANSPORT (AUST) PTY LTD

AND

NATIONAL UNION OF WORKERS
(NEW SOUTH WALES BRANCH)

Basis Of Settlement

(STRUCTURAL EFFICIENCY)

SPECIAL PURPOSES WAREHOUSE AGREEMENT,
WETHERILL PARK, NEW SOUTH WALES

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- (Clause)
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2. PREAMBLE

The parties to this agreement are committed to the continuous improvement of the Linfox Warehouse operations to ensure improved customer service and a more economical distribution pattern.

The only limitation to work performed by Linfox Storemen, in regard to this agreement shall be the competence of the employee to undertake work legally and safely.

The matter of agreement contained in this agreed document are reached pursuant to the Structural Efficiency and Work Value Principles set out in the April 1991 National Wage Case decision of the Industrial Relations Commission of NSW.

3. PARTIES TO THE AGREEMENT

This settlement represents agreement reached between Linfox Transport (Aust) Pty Ltd, its employees and the employees representatives, the National Union of Workers.

4. DURESS

The parties to this agreement agree that agreement has been reached through consultation and consensus and decided upon by secret ballot of the employees present, without duress by any party.

5. RELATIONSHIP BETWEEN PARENT AWARD & AGREEMENT

The appropriate parent award shall be the Storemen and Packers General (State) Award. To the extent of any inconsistency between the parent award and this agreement, the agreement shall apply.

Further, it is a term of this agreement that the private agreement between Linfox and the union (then the Federated Storemen and Packers Union of Australia {NSW Branch}), dated 13th November, 1989, shall continue to apply.

6. WAGES

NEW RATE

CLASSIFICATION	Base Rate	6 Months to 2 Years	2 Years to 3 Years	3 Years to 5 Years	Over 5 Years
OPERATOR OF FORKLIFT TRUCK	483.19	489.05	494.92	500.99	506.75

7. WORK PROCEDURE

Linfox and its Storemen have reached agreement on the detailed work procedures which are Site specific. Because of the local nature of these work procedures it is recognised that there will be some difference with the work procedures which apply at other warehouses from which Linfox operates.

It is agreed that the work procedures for the Caltex Warehouse Site, shall apply in the Caltex Site only and not be used as a precedence in any other Workplace.

It is further agreed that the work procedures detailed in this Agreement shall be subject to constant review and refinement by the parties to this Agreement so as to achieve optimum distribution and service to the customer.

The Storemen and the National Union of Workers agree to accept changes in these work procedures from time to time, as local circumstances dictate. It is agreed that any major change will be trialled for 6 months.

8. DURATION

This agreement shall commence 18 November 1993, and remain in force for 12 months. A meeting of the enterprise, one month before the expiry date of this Agreement will determine any extension, and any variation to the terms herein, if any.

The agreement shall apply to all store workers employed at the company site at 116-120 Newton Road, Wetherill Park and shall remain in force for twelve (12) months.

9. CLAIMS

The Storemen and National Union of Workers agree that no further wage claims will be made prior to 1 August 1994.

10. CUSTOMER SERVICE

Service will be paramount at all times.

It is a condition of employment for all Linfox employees that our customers and our customers' customer are treated with the utmost respect and courtesy at all times.

If a storeman has a disagreement with a customer, the matter is to be immediately referred to the Leading Hand or Warehouse Manager.

The working procedures contained in points 8 to 17 (inclusive) are spelled out here under are improvements in flexibility and multi-functioning and are productivity improvements.

11. LEADING HAND

The Leading Hand, Mr R. Hembling agrees to forgo his rostered day off. Mr Hembling agrees to work a 7 hour, 5 day week.

This should not be seen as a precedent for other employees at the site and refer to Mr Hembling specifically.

12. CROSS TRAINING

Cross training in all aspects of paperwork used at the site.

13. JOB ALLOCATION

There will be no set job allocations i.e. all storemen will; draw orders, load, unload, conduct daily checks housekeeping, block stacking, rack stacking and all other functions in the Warehouse.

14. SICK LEAVE

Notify prior to commencement of work to allow for replacement personnel at start of work if required.

15. STAGGERED BREAKS

It is agreed that Morning Tea, Lunch, Afternoon breaks will be staggered as follows:-

Morning Tea 9:30am - 10:30

LUNCH 11:30am - 1:00pm

Afternoon Tea 1:50pm - 2:20pm

The intent is that work on a job will be completed before a break is taken, i.e. unloading or loading a truck.

16. VEHICLES

The Storemen agree to assist Vehicle Operators as follows:-

- a) Assist in the clearing of Vehicle Pumps and Sludge Bins;
- b) Rolling up tarpaulins;
- c) Moving of vehicle gates;
- d) Untying of ropes; and
- e) Checking of loads in conjunction with Vehicle Operators.

17. CUSTOMER RELATIONS

It is agreed that Storemen will, when circumstances require:

- a) Check invoice queries;
- b) Answer customer telephone queries;
- c) Fill in Leading Hand Paperwork if Leading Hand not available;
- d) Rearrange loads for customers if requested to do so.

18. MAINTENANCE

Maintenance within the capabilities of individual storemen.

19. MANAGEMENT

After normal work hours it is agreed that management can hand load up to ½ pallet of product onto customers' vehicles. To be reviewed in 6 months.

20. CALTEX WAREHOUSE AUTONOMY

It is agreed that the Caltex warehouse is autonomous and stands apart from the "fuel company/oil industry" and therefore, does not become involved in disputes of oil companies, other than national industry matters.

21. SETTLEMENT OF DISPUTES

The parties to this basis of settlement agree that it is not in any party's interest that there be any disruptions to normal work continuing, despite any disagreement which may arise at any time.

Accordingly, the parties agree that work will continue normally pursuant to the terms of this basis of settlement so that all issues are resolved equitably and quickly. The following procedure will be put into operation and adhered to by the parties, provided that any time limitations in this procedure may be extended by mutual agreement in writing by the parties involved in the discussions.

- i) The matter shall first be discussed between the aggrieved employee and his Site Manager.

If not settled, the matter shall be further discussed between the Employee, The Union Delegate and the Site Manager. Twenty four (24) hours elapsed time shall be allowed for this step to be completed.

- ii) If not settled, the Delegate and Operations Manager shall meet with the relevant Branch Organiser to resolved the issue. Twenty four (24) hours shall be allowed for this step to be completed.

- iii) Should the dispute still remain unresolved, the Secretary of the Union or his representative will senior management. Twenty four (24) hours shall be allowed for this step to be completed.

- iv) If the matter is still not settled, it shall be submitted to a member of the Industrial Relations Commission of NSW, whose decision shall, subject to any appeal in accordance with the Act, be final and shall be accepted by the parties.

Until the matter is determined, work shall continue normally where it is agreed that there is an existing custom but, in other cases, the work shall continue as instructed by the employer.

A party shall not be prejudiced as to final settlement by the continuation of work in accordance with this Clause.

22. DISCIPLINARY MATTERS

In all dismissible matters involving members of the National Union of Workers, the following procedures will apply.

- a) Employee concerned will be suspended on full pay, pending discussion with Union officials and Linfox management.

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- b) On resolution of the matter the employee in the employee's favour he/she will be reinstated with no loss of entitlements.

On resolution of the matter against the employee's favour appropriate disciplinary action will be taken.

- c) Should the matter not be resolved the assistance of the Industrial Relations Commission of NSW.

In all cases, excepting those that go to the matter must be finalised within 72 hours of the commencement of the suspension.

23. REDEPLOYMENT/REDUNDANCY

1. Linfox will make every effort to ensure that employees are transferred to alternative work in the event that a downturn of work occurs and only if employee wishes to transfer to a new contract.
2. In the event that it is not possible to provide work as set out in the aforementioned (1), and as a final resort the following formula will apply for redundancy:
 - a) 13 weeks payment in lieu of notice.
 - b) 8 weeks base payment if service is less than 2 years.
 - c) 4 weeks payment for each year of service.
 - d) For 10 or more years of service, one additional weeks payment for each year of service, if beyond age 40.
 - e) Maximum payment is 120 weeks.
 - f) Redundant positions will be sought on a voluntary basis in the first instance.

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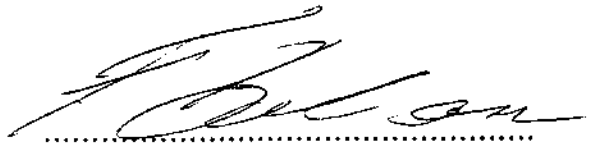
Agreement Signed:

For and on behalf of
Linfox Transport (Aust.) Pty Ltd

For and on behalf of
N.U.W. Australia



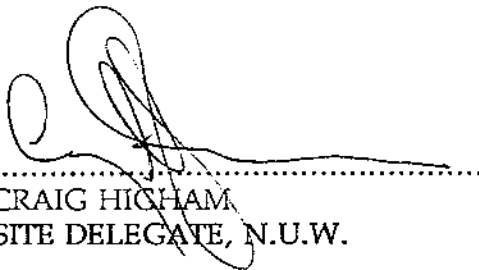
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PHIL IRONS
GENERAL MANAGER, NSW DIVISION



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FRANK BELAN
STATE SECRETARY, NSW BRANCH

DATE: 16.11.93.....

DATE: 17.11.93.....



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CRAIG HIGHAM
SITE DELEGATE, N.U.W.

DATE: 23/11/93.....