

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/75

TITLE: Linfox - C.U.B. Clyde (National Union of Workers) Enterprise Agreement 2001

I.R.C. NO: 2001 7925

DATE APPROVED/COMMENCEMENT: 18 December 2001/1 November 2001

TERM: 1 November 2003

**NEW AGREEMENT OR
VARIATION:** New Replaces EA01/54

GAZETTAL REFERENCE: 5 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees employed by Linfox Transport (Aust) Pty Ltd located at the C.U.B. Distribution Centre at Manchester Rd, Clyde NSW who are covered by the Storemen and Packers General (State) Award

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



E+1

LINFOX - C.U.B. CLYDE (NATIONAL UNION OF WORKERS) ENTERPRISE AGREEMENT 2001

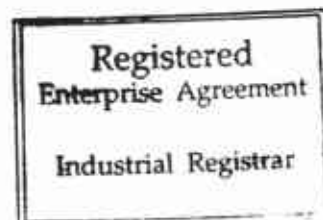
1. TITLE

This agreement will be referred to as:

THE LINFOX - C.U.B. CLYDE (NATIONAL UNION OF WORKERS) ENTERPRISE AGREEMENT 2001.

2. ARRANGEMENT

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3. PARTIES BOUND

This agreement applies to:

- (a) **The National Union of Workers' of Australia, New South Wales Branch, its Officers and Members;** and
- (b) **Linfox Transport (Aust.) Pty. Ltd.** in respect of the employment by it of all current and future persons (whether members of the Union or not) engaged at the **C.U.B. Distribution Centre at Manchester Road, Clyde (NSW)** and who are required to perform work covered by this Agreement.

4. PERIOD OF OPERATION AND VARIATIONS

This Agreement operates for a nominal period commencing on **1 November 2001, and expires on 1 November 2003.**

Registered
Enterprise Agreement

Industrial Registrar

5. INTENTION

The intention of the parties in entering into this Agreement is to establish the basis for substantial continuous improvement in operational productivity and efficiency, and in customer service and satisfaction primarily through the development of a more communicative and co-operative relationship between management and employees and between the parties. It is also the genuine intention of the parties that any substantial changes to the operation will be done so only after consultation and agreement between management and employees, and that neither party will unreasonably withhold agreement.

6. RELATIONSHIP TO AWARD

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

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

7. HOURS OF WORK

- (a) The ordinary working hours, exclusive of meal times, shall not exceed eight hours per day on an average of 36 hours per week, except by agreement (refer clause 7b). Such hours per week being calculated over an employee's two week cycle. such hours shall be worked between 6.00am and 6.00pm, Monday to Friday. Times for starting and finishing for employees may be varied from time to time by mutual agreement, otherwise once having been fixed, shall not be altered without giving 7 days notice to employees.
- (b) By arrangement, the ordinary hours not exceeding nine on any day may be worked. Through agreement, employees can be rostered onto a (4) day x 9 hour week, paid at ordinary enterprise rates, thus enabling a weekday off to be taken more frequently than otherwise would apply.

This, in effect, will mean that different methods of working a 36 hour week will apply to various groups of employees.

- (c) A leisure day will be rostered to fall within each two-week cycle, with employees having the option to bank up to ten (10) R.D.O.'s. An employee working a scheduled leisure day will be paid at normal time enterprise rates unless this day falls on a public holiday, whereby penalty rates apply.

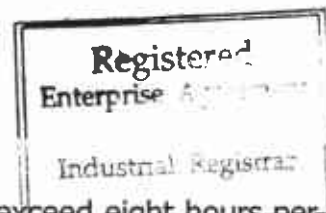
NB: An employee working a four (4) day x nine (9) hour week will be paid for all hours worked and will therefore not accrue any R.D.O. hours (refer Clause 7b).

8. SHIFT WORK

8.1 DEFINITIONS:

The ordinary hours of shift workers shall not exceed eight hours per day on an average of 36 hours per week, except by agreement (refer Clause 7b). Such average hours per week being calculated over an employee's two-week cycle with a maximum of five shifts of eight hours to be worked in any one week between 11.00 p.m. Sunday and Midnight on Friday. Times for starting and finishing for employees may be varied from time to time by mutual agreement otherwise once having been fixed shall not be altered without giving seven (7) days' notice to employees.

Such ordinary hours shall not be worked continuously except for a thirty (30) minute break which shall be counted as time worked.



- (a) **"Day Shift"** means any shift commencing after 6.00 a.m. and finishing at or before 6.00 p.m.
- (b) **"Afternoon Shift"** means any shift finishing after 6.00 p.m. and finishing at or before midnight.
- (c) **"Night Shift"** means any shift finishing after midnight and finishing at or before 6.00 a.m.

8.2 AFTERNOON OR NIGHT SHIFT ALLOWANCES:

- (a) A shift worker whilst on afternoon shift shall be paid for such a shift an allowance of 17½% in addition to the ordinary rate.
- (b) A shift worker whilst on night shift shall be paid for such a shift an allowance of 27½% in addition to the ordinary rate.
- (c) Shift Work Allowances shall not be decreased by virtue of a shift worker's absence from work on account of a public holiday or if absent on Annual Leave, accrued Sick Leave, Bereavement Leave or Jury Service.

(d) **SHIFT WORKERS - CASUAL EMPLOYEES:**

Casual Employees engaged on shift work shall be paid on an hourly basis equivalent to one thirty-sixth (1/36th) of the appropriate weekly wage, plus 15% loading.

8.3 OVERTIME:

- (a) Shift Workers for all time worked in excess of or outside the ordinary working hours prescribed by this Agreement shall be paid at the rate of time and one-half for the first two hours and double-time thereafter.

Such overtime rates shall be in substitution for and not cumulative upon the shift allowances prescribed in subclause 8.2 hereof.

8.4 REQUIREMENTS TO WORK REASONABLE OVERTIME:

- (a) The employer may require employees to work reasonable overtime to meet the needs of the industry



8.5 **SUNDAY AND HOLIDAYS:**

- (a) Shift Workers for all time worked on a Sunday or holiday shall be paid at the rates prescribed by Clause 11.1 - Holidays, and Clause 11.2 - Sunday Work, of this Agreement in lieu of the shift allowances prescribed in this Clause. Where shifts commence between 11.00 p.m. and Midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing between 11.00 p.m. and Midnight on the day preceding a holiday and extending into a holiday shall be regarded as time worked on such holiday.

Where shifts fall partly on a holiday, that shift, the major portion of which falls on a holiday, shall be regarded as the holiday shift.

9. DEFINITIONS:

Storeperson - Grade 1: Shall mean an employee who receives goods and/or stores goods and/or picks goods and/or assembles orders and/or stacks goods or orders and/or despatches goods or orders and/or loads and unloads vehicles (including railway trucks) and/or packs and unpacks bulk containers and/or carries out necessary paperwork relative to such work.

Storeperson - Grade 2: Shall mean a Storeperson - Grade 1, who for the purposes of and in the course of their work, may be required to operate any mechanical, electrical or other power-driven appliances.

Storeperson operating a forklift shall mean a Storeperson - Grade 2 who is principally engaged in driving a forklift truck and who holds for that purpose a certificate of competency under Section 17 of the Construction Safety Act 1912 as amended.

Storeperson - Grade 3: Shall mean a Storeperson - Grade 2 who operates a forklift and also performs load checking duties.

"A Week" for all purposes of this Agreement and relevant legislation shall be an average of 36 hours over a two-week cycle.

10. MEAL HOURS:

- 10.1 (a) Not less than thirty (30) minutes nor more than ~~one hour~~ between the hours of 12 Noon and 2.00 p.m. shall be allowed for lunch.



The time for the partaking thereof shall be fixed by the employer but once having been fixed, shall not be altered without seven days' notice.

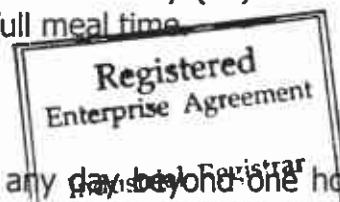
- (b) An interval of not less than thirty (30) minutes between 5.00 p.m. and 6.30 p.m. shall be allowed for tea.
- (c) An employee required to work on a Saturday, Sunday or Public Holiday, other than as provided in subclause (d), shall be allowed a paid crib break of twenty (20) minutes for each completed five hours worked; the said five hours to be calculated from the time of each commencement of work.
- (d) An employee required to work for a period of eight (8) hours between the hours of 7.00 a.m. and 5.30 p.m. on a Saturday, Sunday or Public Holiday, may be allowed the usual weekday lunch break and, in that case, the provisions of subclause (c) of this clause, shall not apply.
- (e) Provided that the employer and employees may mutually agree to any variation of this clause to meet the circumstances of the work in hand.

10.2 **MEAL HOUR RATES OF PAY:**

- (a) **Meal Hours**, if worked, shall be paid for at the rate of double time, provided that this rate shall not apply to the tea period if work ceases within one hour after finishing time.
- (b) Employees working any portion of the meal time shall be paid if the period is less than thirty (30) minutes for thirty (30) minutes and if over thirty (30) minutes, for the full meal time.

10.3 **MEAL ALLOWANCE:**

- (a) An employee, who works overtime on any day beyond one hour after the normal ceasing time, shall be paid on such day \$9.15 **(\$9.45 from 1/11/02)**, as a meal allowance. Such payment shall be made prior to the commencement of the meal time on the day overtime is to be worked. Should an employee be notified of the intention to work overtime and then not be called upon to do so, the employee shall be paid an amount of \$9.15, **(\$9.45 from 1/11/02)**.
- (b) Where a shift worker works overtime for more than one hour prior to the normal commencing time of their shift, the employee shall be paid a meal allowance of \$9.15, **(\$9.45 from 1/11/02)**.



- (c) A day worker who works overtime prior to 6.00 a.m. on any day, shall be paid a breakfast allowance of \$9.15, (**\$9.45 from 1/11/02**).
- (d) Should an employee undertake to work overtime nominated by the employer and then fail to work the full period of overtime so nominated, the employee shall forfeit from any moneys owing to the employee the amount of the meal allowance. Provided that this subclause will not apply to a day worker who is no more than ten (10) minutes late to work, the nominated period of overtime prior to the employee's normal starting time due to exceptional circumstances that are accepted by management as bona fide.

10.4 CRIB TIME:

Where work performed by a day worker is to continue after 9.00 p.m., a break of thirty (30) minutes shall be allowed from 8.30 p.m. and such time shall be counted as time worked.

11. LEAVE:

11.1 Holidays:



- (a) The following holidays for the days upon which they are observed, shall be allowed to all weekly employees without deduction from the weekly pay, viz: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; C.U.B. Picnic Day, in lieu of N.U.W. Picnic Day; Queen's Birthday; Eight Hour Day; Christmas Day; and Boxing Day, together with all other statutory and/or gazetted public holidays for the State.
- (b) For time worked on any holiday, other than Christmas Day and Good Friday, double ordinary rates shall be paid in addition to the weekly wage with a minimum of four hours. For time worked on Christmas Day and Good Friday, treble ordinary rates shall be paid in addition to the weekly wage with a minimum of four hours.
- (c) Where an employee who is entitled to a leisure day and such a leisure day falls on a public holiday prescribed in Part (a) of this Clause, shall be entitled to one substitute day. Provided that the day to be taken as a substitute leisure day shall be determined by the employer and shall be granted on the same day of the week as the leisure day

originally fell, within a period of four (4) weeks prior or four (4) weeks subsequent to the public holiday occurring.

11.2 Sunday Work:

Work performed on a Sunday shall be paid for at the rate of double time and one-half with a minimum of four (4) hours. Provided that if an employee is notified to work more than four (4) hours and is then not required to work those hours, the minimum payment shall be the period of the original notification.

11.3 Annual Leave:

- (a) See ***Annual Holidays' Act, 1944*** as amended.
- (b) An employee at the time of entering upon a period of annual leave, in accordance with the said Annual Holidays' Act, shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of one week's wage of three (3) hours ordinary pay for each month, including shift allowances where appropriate.
- (c) The loading prescribed herein shall be paid on termination of employment, where the annual leave which has become due to the employee, is outstanding at the time of termination.
- (d) The provisions of subclause (c) shall not apply where an employee is dismissed for misconduct nor shall it apply to pro-rata holiday pay paid on termination of employment.

11.4 Long Service Leave:

See ***Long Service Leave Act 1955*** as amended.



11.5 Sick Leave:

- (a) (i) An employee for the time being worked under this award who after not less than three (3) months continuous service with the employer, is unable to attend duty during the employee's ordinary working hours by reason of personal illness or incapacity, including incapacity resulting from injury within the Workers' Compensation Act, 1987, as amended, not due to the employee's own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendances; provided that the employee shall not

be entitled to paid leave of absence for any period in respect of which the employee is entitled to Workers' Compensation. Provided, however, that once an employee has had three (3) months continuous service with an employer, the employee shall be paid for any absence owing to illness during the first three (3) months.

(ii) The employee shall, within twenty-four (24) hours of the commencement of such absence, inform the employer of the employee's inability to attend for duty, and as far as possible, state the nature of injury or illness and the estimated duration of the incapacity.

(iii) The employee shall prove to the satisfaction of the employer or, in the event of a dispute, the Industrial Relations Commission of New South Wales, that the employee is or was unable on account of such illness, to attend for duty on the day or days for which payment under this clause is claimed.

(iv) The employee shall not be entitled to sick leave in excess of the following:

In the first year of employment - One week, one day or 44 hours.

In the second year and up to and including the fourth year of employment - One week, three days or 60 hours.

In the fifth year and thereafter - Two weeks or 72 hours.



The rights under this Clause accumulate from year to year so that any part of a week which has not been allowed in any year, may, subject to the conditions prescribed by this Clause, be claimed by the employee and shall be allowed by the employer in a subsequent year of employment.

(vi) An employee who is absent without leave on the working day before of the working day after their "rostered leisure day" shall be liable to forfeit wages for that day, except where the employee produces medical evidence that is satisfactory to the

employer, to the extent that the employee's absence was caused through personal illness or injury.

- (vii) No employee shall be retired on the grounds of ill-health until the employee's accumulated sick leave credits have been exhausted or unless a cash bonus equivalent to accumulated sick leave credit has been paid to the employee on termination of employment.
 - (b) For the purposes of this clause, continuous service shall be deemed not to have been broken by:
 - (i) any absence from work on leave granted by the employer; or
 - (ii) any absence from work by reason of personal illness, injury or other reasonable cause; proof whereof shall be in each case, be upon the employee.
- Provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- (c) Service before the date of coming into force of this clause shall be counted as service for the purpose of qualifying thereunder.
 - (d) Entitlements within this clause do not extend to an employee on the employee's rostered leisure day.
 - (e) Where an employee is sick or injured on the weekday that is to be taken off in accordance with sub-clause 7(b), the employee shall not be entitled to sick pay on this day.

Single Day Absences:

Employees under this Agreement shall, in any year of employment, be allowed the first two separate single days or sixteen (16) hours absence on account of personal illness or injury, without production of proof of such illness or injury.

All other sick leave shall be subject to proof as provided in subclause (a)(iii) of this Clause.



Provided that where a company has reasonable proof to suspect that an employee has abused their entitlements under this Clause, the company and the union shall investigate and discuss the matter.

11.6 **Bereavement Leave:**

An employee shall, on the death of a wife, husband, defacto wife or husband, father, mother, brother, sister, child, step child, parent-in-law, foster parent, or grand parent, be entitled on notice to leave, including the day of the funeral of such relation, and such leave shall be without deduction of pay for such period not exceeding the number of hours worked by the employee in three ordinary days' work.

In the case of attendance of a funeral of such relation outside Australia, such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in five (5) ordinary days' work.

Proof of such death be furnished by the employee to the satisfaction of the employer if the employer so requests, together with proof of attendance in the case of a funeral outside Australia.

Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral, the employee shall be entitled to two (2) days' only, unless the employee can demonstrate to the employer that additional time up to a period of three (3) days was justified.

Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement of leave.

For the purposes of this clause, the wife and husband shall not include a wife or husband from whom the employee is legally separated but shall include a person who lives with the employee as a de facto wife or husband.

Entitlements under this clause do not extend to an employee on their rostered leisure day.

12. FARES AND TRAVELLING:

Employees temporarily transferred shall be reimbursed any extra fares or expenses involved together with payment for all extra time spent travelling.

13. GENERAL CONDITIONS:

- (a) A First-Aid Kit shall be provided in each warehouse, at the employer's expense.
- (b) A qualified **First-Aid Attendant**, appointed by management, shall be paid an allowance of **\$14.40** per week (**\$14.85 from 1/11/02**).
- (c) Each employee on the termination of their engagement, shall, on request, be given a statement in writing, signed by the employer or the manager, stating the position held by the employee and the length of service of the employee.
- (d) Adequate waterproof clothing shall be supplied to all employees when working in the rain.
- (e) Employees shall be provided with reasonable dining accommodation, locker change rooms, adequate washing and toilet facilities and a plentiful supply of hot water and refrigerated water for drinking.
- (f) Employees shall be allowed a ten (10) minute morning and afternoon tea break.
- (g) **Parental Leave:** See *N.S.W. Industrial Relations' Act, 1996*, as amended.
- (h) **Workers' Compensation:** See *Workers' Compensation Act, 1987*, as amended.
- (i) Leisure days do not accrue whilst on Workers' Compensation.

14. PRODUCTIVITY AND FLEXIBILITY INITIATIVES:

14.1 Employees shall not impose or continue to enforce any restrictive work practices that are inconsistent with this Agreement or the Award.

14.2 Resource Allocation:

Linfox intends to introduce new technology (including hand-held terminals; materials handling equipment; equipment monitoring devices; paperless systems; and electronic seals) with employees fully co-operating in its use following appropriate training.

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Where there is a temporary shortage of work, and by agreement, employees are permitted to take accrued RDO's or Annual Leave.

Where full-time permanent employees are unavailable, suitably qualified and/or skilled casual employees may be engaged. The casual engagement period will be a minimum of four hours.

Agency casuals are to be used as a last resort and after consultation between management and the employees' delegate.

14.3 **Permanent Part-Time Employees:**

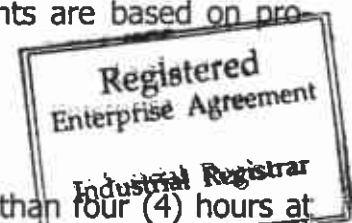
Linfox may introduce Permanent Part-time Employees to suit the needs of the business, after consultation between management and employees.

Before commencing a period of permanent part-time employment, the employee and Linfox shall agree:-

- (a) upon the hours to be worked, the days upon which they will be worked, and starting times and finishing times for the work.
- (b) Upon the classification applying to the work to be performed.
- (c) These employees will be engaged to work between a minimum of sixteen (16) hours and a maximum of thirty-two (32) hours per week.
- (d) Part-time hours may be extended at ordinary rates (where appropriate normal shift or penalty rates would apply), up to a maximum of thirty-two (32) hours per week.
- (e) These employees will receive payment for any public holiday which falls on either of these agreed working days.
- (f) All R.D.O., Annual Leave, Sick Leave, Bereavement Leave, Public Holiday and Long Service Leave Entitlements are based on pro-rata of a full-time employee's entitlement.

14.4 **Casual Employees:**

Casual Employees may be employed for not less than four (4) hours at an hourly rate equivalent to one thirty-sixth (1/36th) of the appropriate weekly wage, plus 15% calculated to the nearest cent - any part of a cent not exceeding one-half cent to be disregarded. Casual Employees will be used to meet peak workload demands, Annual Leave, Sick Leave, Workers' Compensation Leave and R.D.O. coverage, and also to provide



additional labour backup that could not otherwise be met by the permanent workforce.

Any dispute arising out of the employment of casuals shall be dealt with in accordance with Clause 19 - Grievances and Disputes, of this Agreement.

14.5 Operational Procedures:

- (a) Employees are committed to accept future technology subject to consultation prior to implementation.
- (b) All employees to be paid by EFT (including tea monies). Weekly and casual employees shall be paid not later than Thursday of each week. Tea monies will be paid on a weekly basis by E.F.T.
- (c) RDO and Holiday Rosters will be kept in accordance with existing yard practices. Storepersons will have the opportunity to accumulate a bank of up to ten (10) RDO's and upon the employee's request, RDO's may be taken with Annual Leave and at a mutually convenient time.

14.6 Productivity Measures:

- (a) Storepersons will work towards minimizing picking errors and reducing breakages. Unit and incentives are to be developed for repacking, mixture picking, reducing breakages and pick accuracy.
- (b) Trailers requiring loading/unloading on weekends. Rollers are a primary function and when needed, extra persons on the stand-by roster will be called on to work.
- (c) Management reserve the right to directly allocate work and equipment to warehouse personnel.
- (d) An allowance of \$13.77 per day (\$14.18 from 1/11/02), is incurred when performing the Job Allocation Function. These positions may be reviewed from time to time dependent upon the needs of the business.
- (e) N.U.W. personnel able to perform urgent deliveries and office functions as required after appropriate training.

15. WAGE INCREASES:



The following wage increases on existing rates as at 1 November 2001 will apply as on and from the dates indicated.

3% from 1 November 2001

3% from 1 November 2002

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

16. OTHER MATTERS:

16.1 Customer Service:

- (a) **Presentation:** Whilst on duty, warehouse staff will be correctly attired in their Linfox uniform, which will be provided by the Company. Uniforms are to be neat and tidy at all times. Replacement will be issued on a fair wear and tear basis.
- (b) **Housekeeping:** It is agreed that Linfox employees will work in an orderly fashion such that they will be responsible for ensuring rubbish and waste packaging, etc. are stored in the correct manner. Furthermore, they may be required to effect other specific duties including cleaning relating to general housekeeping as may be deemed necessary from time to time.

16.2 Training:

In the interest of customer satisfaction and broadening of skills base, employees where required, shall engage in multi-skilling training and any other subject matter considered relevant by the company, taking into account individual persons' skill levels. All training will be paid at enterprise rates.

16.3 Administration:

Employees based at this site agree to properly administer, complete and be responsible for the accuracy of details entered onto any/all documents or computer systems utilised to carry out the business at the Clyde Warehouse.

16.4 Disciplinary Procedures:

The parties agree that the following form relation to procedures for disciplinary action:



- (a) That warnings for performance, neglect of duty, etc., will be one (1) verbal warning and thereafter in writing. After two (2) written warnings, employment may be terminated. This will not exclude the Company's right to terminate immediately for serious offences.
- (b) All accidents or losses of property will be subject to inquiry and that carelessness will result in the offender being issued with a warning in writing. These warnings will be included as part of (a) above, for evaluation and disciplinary purposes. This will not exclude the Company's right to terminate immediately for serious offences.
- (c) Notice for such offences must be given within twenty-four (24) hours of an incident with exceptions for non-work hours, non-discovery of incident or pending investigations.
- (d) Written warnings should detail the nature and extent of the incident and should contain corrective comment to guide the employee in future behaviour/practice. Written warnings should be signed by both parties to acknowledge the issuing of such. A copy of each warning shall be given to the employee concerned.
- (e) A demerit system shall operate for warnings with the effect of each warning against an individual's record remaining on file for a time frame to be agreed by the Consultative Committee.

16.5 **Consultative Committee:**

Two-way communication between employees and management is seen as fundamental to the success of this Enterprise Agreement. In this regard, a Site Consultative Committee is seen as an integral and important part of the organisation of work at the Enterprise. For this reason, it is imperative that members of the Committee are available at all times to resolve matters of mutual interest and that they carry out their duties in a responsible and timely manner.

To this purpose, a set of guidelines for the operation of the Consultative Committee has been attached to this Enterprise Agreement (Refer Appendix 2).

17. FULL AND FINAL SETTLEMENT:

Subject to Clause 4, this agreement is in full and final settlement of all claims relating to employee entitlements. Accordingly, there will be no extra claims by



either party regarding any matter dealt with in the agreement while it remains in operation.

18. RE-NEGOTIATION:

The parties agree to negotiate three months prior to the expiry of this Agreement.

19. GRIEVANCES AND DISPUTES:

Any dispute arising out of employment shall be referred by the union delegate to the company representative appointed for this purpose.

Failing settlement at this level between the company and the union delegate on the job, the union delegate shall refer the dispute within twenty-four (24) hours to the union organiser who will take the matter up with the company.

All efforts shall be made by the company and the union organiser to settle the matter but failing settlement, the union organiser shall refer the dispute to the Union Secretary and the company shall refer the dispute to the parent company and the Union Secretary shall take the matter up with the parent company.

During the discussions, the status quo shall remain and work shall proceed normally. "Status Quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

At any time, either party shall have the right to notify the dispute to the Industrial Registrar.

20. NO DURESS:

This Agreement has been reached without duress by either party.



SIGNED in agreement for and on behalf of the National Union of Workers, New South Wales Branch.

Derrick Belan
.....
Derrick Belan, State Secretary

[Signature]
.....
Witness

Date: *12-11-01*.....

Date: *12 November 2001*.....

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

[Signature]
.....
General Manager Beverage Div.

[Signature]
.....
Witness

Date: *23/11/01*.....

Date: *23/11/01*.....

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JW*



APPENDIX 1

LINFOX - C.U.B. CLYDE (NATIONAL UNION OF WORKERS)

ENTERPRISE AGREEMENT 2001

CLASSIFICATION	1 November 2001 \$	1 November 2002 \$
GRADE 1	645.61	664.98
GRADE 2	661.60	681.45
GRADE 3	677.67	697.99

ERRORS AND OMISSIONS EXCEPTED



APPENDIX 2

CONSULTATIVE COMMITTEE GUIDELINES

These guidelines have been produced to assist in creating a stable and co-operative environment within the enterprise. The guidelines may therefore be subject to amendment from time to time after appropriate discussion and agreement between management and employees.

- (a) The scope of the discussion will include any reasonable subject falling within stated Committee Functions.
- (b) The Committee shall consist of no fewer than (5) members, all of whom shall be employees of Linfox as follows:-
 - * Two (2) Management Representatives, including the Regional Manager or Site Manager;
 - * Three (3) Employee Union Representatives, elected by the employees at the site.
- (c) The Committee Members shall hold office for a period of six (6) months with no limitation on the number of terms.
- (d) The Committee shall meet at least monthly or other times as agreed.
- (e) The Committee will have a Chairperson. The position of Chair will rotate each meeting between a nominee of the Employee Union Representatives and a Nominee of Management.
- (f) A quorum shall consist of no less than one (1) Management Representative and no less than two (2) Employee Union Representatives.
- (g) Agenda shall be drafted and circulated to all Committee Members one (1) week before the due meeting date, which shall be established by the previous meeting. All Committee Members shall have the right to submit matters for the Agenda. The Agenda shall be produced and circulated by Management in consultation with one (1) nominated Employee Union Representative.
- (h) Co-opting to the Committee shall be with the consent of all members of the Committee.
- (i) The Committee may also request the assistance of other company employees on specific issues on the Agenda.
- (j) National Union of Workers' Officials and Company Representatives may be granted observer status at such meetings. A National Union of Workers' Official



shall have the right to attend when matters specifically related to the Official's Union are discussed.

- (k) The minutes will be drafted by Management and then shown to a nominated Employee Union Representative. Once altered as necessary, the agreed minutes will be finalised.
- (l) Agendas and Minutes of meetings will be circulated without delay.
- (m) Adequate time will be allowed for Committee Members to prepare for meetings and to report back to employees as necessary.



APPENDIX 3

FUNCTIONS OF THE CONSULTATIVE COMMITTEE

- (a) To consider any matter placed on the Agenda by Committee Members.
- (b) To increase understanding of the company's objectives and plans and to promote a more co-operative approach to resolving the problem on the project.
- (c) To obtain and discuss the views and concerns of the employees.
- (d) To identify problems and work co-operatively to develop solutions in all areas of the company's operations.
- (e) To provide and discuss information and reports on particular areas of the company's operations including aspects such as:
 - * work practices and performance;
 - * quality evaluations;
 - * other matters of concern to management or employees.
- (f) To promote improved industrial relations through consultation and discussion, including the negotiated settlement of particular and appropriate issues with a view to minimizing unnecessary lost time through industrial disputation.
- (g) Both parties accept that certain information could be considered as commercially sensitive or subject to security restrictions. Every effort will be made by both parties to respect such considerations of confidentiality while making available as much information as possible.
- (h) The Committee shall also produce a regular bulletin for distribution to all employees which contains reports on its activities and in which both management and employee perspective can be accommodated on particular issues.

