

ENTERPRISE AGREEMENT

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## STOREMEN & PACKERS ENTERPRISE AGREEMENT

### (MILPERRA AND REVESBY SITES)

#### Preamble

This Agreement has been negotiated between Arthur Yates & Co. Limited and the National Union of Workers, NSW Branch through a process of consultation and discussion with a Consultative Committee established for the Sites.

It is proposed that Agreement No. 295/1993 under Section 126 of the Industrial Relations Act 1991, which took effect from 23 September 1993, is terminated by mutual consent from the date of registration of this Agreement. The provisions contained in Agreement No. 295/1993 are now reflected in this Agreement, together with other agreed provisions. The Agreement has the effect of partly regulating the conditions of employment of persons employed by the Company at the Company's Milperra and Revesby sites and also adopts the provisions of the Storemen & Packers General (State) Award, except insofar as the terms hereof vary the provisions of the said Award.

#### TERMS OF AGREEMENT

The following have been agreed as the terms of this Agreement:

##### 1. COMMITMENT TO DEVELOP AND MODERNISE AGREEMENT

- (a) The parties will continue to negotiate to develop the agreement in terms which are conducive to the Company being able to operate in as flexible manner as possible and in a position to optimise productivity and increase operational efficiency.
- (b) Employees who are placed in the classifications provided hereunder shall perform such range of duties incidental or peripheral to their main tasks which is logical and reasonable for them to perform in order to effectively and efficiently undertake their main tasks or duties. Employees will have access to training in order for them to be able to undertake the wider range of duties, and with a view to gaining advancement either laterally or to higher classifications. The parties will continue to test and review the wage and classification structure in order to ensure it does not disadvantage any employee, but not so as to create any false expectation for an employee or unreasonable expectation by the Company.
- (c) The parties shall continue to discuss and negotiate in relation to any existing term of the Award, or any reasonable provision or arrangement which may be sought by either party which is consistent

with an objective or providing more flexible and productive working arrangements, improving the quality of working life, enhancing the skills and job satisfaction for employees, and which assists positively in the overall process of restructuring. To this end, the parties agree that any award matter can be raised for discussion, in either a general or specific way. Without limiting the effect of this provision, the issues which remain for discussion are the working of ordinary time hours on Saturdays, extending ordinary time hours span and providing for time off in lieu of paid overtime.

## 2. ALTERNATIVE FOR WORKING A 38 HOUR WEEK

- (a) Over a 10 day cycle, employees working the following hours;

8 hours x 9 days  
4 hours x 1 day

= 76 hours (or 2 x 38 hours)

- (b) Work a 7 hour 36 minute day, Monday to Saturday = 38 hours;

- (c) 4-day working week, comprising

10 hours x 3 days (Monday to Saturday)  
8 hours x 1 day (Monday to Saturday)

= 38 hours

- (d) By way of working to a roster drawn up for a 20 day work cycle, providing for 19 days at 8 hours per day with 1 day rostered as a day off in each cycle.

- (e) By employees working an average 38 hours per week over a 52 week period of any 5 days of the week Monday to Saturday, for example:

Provisions for seasonal working hours may be introduced. During nominated months, employees may be required to work up to 10 hours per day. Payment shall be for 7.6 hours per day with 2.4 hours "banked" for the work in excess of 7.6 hours. This "banked" time shall accumulate and may be taken off in banks of days (7.6) during "off peak" and "standard" months, PROVIDED THAT no more than one such day shall be taken off during any one week and PROVIDED THAT employees shall remain entitled to ordinary pay of 38 hours for the week in which the accumulated day is taken off. Overtime rates will apply for time worked in excess of the hours for which the employee is rostered to work on any one day.

Operation of Provision in Clause 2 (e):

- (A) The provision for seasonal working hours, as stated above in Clause 2 (e) shall operate so as to provide for an averaging of actual pay over the whole of the work period, except for overtime worked which shall stand outside of the provisions. Therefore, during the "peak" months of work, when employees may be required to work up to 10 hours per day, employees shall receive standard pay as for 38 hours of work, with any additional time worked in excess of 7 hours 36 minutes per day being applied to the bank accumulation. Therefore, an employee who works 10 hours on any day shall have 2.4 hours banked to the credit of the employee for the day, and so on, with respect to all time which exceeds 7.6 hours on any day for the currency of the identified "peak" months. As a result, at the end of the "peak" months an employee who has accumulated up to 204 hours (assuming 10 hours of "ordinary" work on each available working day during the period) or up to 119 hours (assuming 9 hours of "ordinary" work on each available day during the period), and so on.
- (B) Such accumulated hours shall be taken as time "off" during the "off peak" months under an arrangement which is agreed between the parties. For example:
- (i) Under a system where an employee has worked a total of 85 days each of 9 hours (exclusive of meal breaks) during the "peak" period, on the basis of an accumulation on each such day of 1.4 hours, the employee may work a total of 85 days in the "off peak" period each of 6.2 hours, exclusive of meal breaks.
  - (ii) Under a system where an employee has worked a total of 85 days each of ten hours (exclusive of meal breaks) during the "peak" period, on the basis of an accumulation on each day of 2.4 hours, the employee may work 17 weeks each of four days each of 6.5 hours (exclusive of meal breaks).
  - (iii) Under arrangements where employees work hours of work during the "peak" period which have an accumulation of hours other than as illustrated above, such hours as are accumulated shall be offset by working arrangements during the "off peak" period which allows for the periodic taking off of time until the accumulated hours have been taken off.

(iv) During the "standard" period, employees shall work either a normal 7.6 hour day or an 8 hour day with accumulation of 0.4 hours per day for a periodic rostered day off.

(C) Payment of wages under 52 Week Arrangement

(i) Intention

It is the intention of the provisions to provide for normal working hours during "peak" period to be extended to meet the operating requirements of the enterprise, to be offset by employees being required to work lesser number of hours as ordinary time during periods of lesser demand. This is seen both as meeting the needs of the business as it is conducive to the needs of the employees, principally by providing for increased leisure time for employees at times when work requirements are at their least. It is the further intention of the provisions to allow for averaging of payments of wages so that employees receive a standard and predictable wage for each period of work in which they undertake the ordinary work required for the period.

(ii) To achieve this objective, employees will be paid for each week of ordinary work no less than at the rate prescribed for the classification of work irrespective of the ordinary number of hours prescribed for the period. Where such work is more than 7.6 hours per day, employees shall be paid as for 7.6 hours, with the excess balance accumulating to the employee's credit. Where such work is less than 7.6 hours per day on average taken over the week, on the basis that "offset" time has been taken off in the week, payment shall nevertheless be for 7.6 hours per day, on the basis that the time taken off is deducted from the time standing as accumulated time to the credit of the employee, and subject to the number of hours standing to the accumulation of the employee not being exceeded.

(D) Overtime

Under all work arrangements, overtime shall be paid for all hours which are worked in excess of the hours provided for the day. For example, an employee who has been rostered to work 6.2 hours on any one day on the basis that time off is being taken to offset accumulated time, shall be paid at the overtime rate of pay provided for all time worked in excess of 6.2 hours on such day, and so on.

(E) Company to Advise Employees

Under the foregoing arrangements for work, management shall advise employees at the commencement of any work under the accumulation provision, the hours of work which will be rostered as "normal" and the provisions which are intended to "off set" the accumulated hours. Once determined the arrangements may only be altered by agreement, with a view to meeting some particular circumstances either for the Company or an individual employee.

(F) Except where otherwise provided, hours shall be worked each continuously, except for meal breaks. Hours which are worked in excess of ordinary hours provided shall be paid at the overtime rates provided in the award or the employee allowed time off in lieu of payment as alternatively provided.

(G) Days of work provided for the working of ordinary time hereabove, shall be worked each consecutively unless there is agreement between the Company, the Union and an employee for the working of non-consecutive days of work in order to meet either a requirement of the Company or a personal need of an individual employee.

(f) Provisions to be Reviewed

In all instances where changes are introduced to working arrangements, such changes shall be initially so introduced for an initial trial period of one month, or some other appropriate period. At the conclusion of the trial period, the operation of the changes shall be reviewed by all parties with a view to determining whether the changes have led to benefits and objectives perceived, including from the point of view of whether the changes have resulted in increased costs for the Company or any disadvantage for any affected employee.

In any event, any such arrangement will be reviewed periodically by the parties and may be changed as an outcome of such review.

3. HOURS OF WORK

(a) Ordinary hours of work shall be worked between 6.00 am. and 6.00 p.m. on any day which is provided for work to be undertaken under any of the arrangements set out in Clause 2 hereabove, PROVIDED THAT the Company may agree with an individual employee to work ordinary hours of work within a span of hours commencing either prior to 6.00 am. or finishing after 6.00 p.m. in order to meet the needs of the Company, and subject to

genuine agreement being reached between the Company and the individual.

(b) Overtime

Overtime worked in (a) to (c) above, shall apply for all work done in excess of 38 hours, or for hours worked which are more than the ordinary hours for which the employee is rostered to work in any one day.

Where an employee has worked a 10 hour day, as provided in (c) above, he/she will be permitted a crib break of 20 minutes prior to commencing overtime. In all other instances, the crib break will be taken at completion of 10 hours on the day; being an accumulation of ordinary hours and overtime hours, provided that work is continued beyond that time and irrespective of the fact that 5 hours may not have been worked.

(c) Time Off In Lieu of Overtime

The Company may agree with the employee for the allowance of time off in lieu of payment of overtime, subject to the following:

- (i) Such time off shall be equivalent to the overtime rate which would have otherwise been paid;
- (ii) The time for taking such time off shall be agreed at the time of arranging for or directing the overtime be worked.  
Notwithstanding, time off pursuant to this provision shall be taken only on a day which is mutually agreed by the parties and falls within fifteen (15) working days of the overtime being worked, failing which the employee shall be paid for the overtime worked at the prescribed rate, and the eligibility for the employee to take time off shall cease. Time off as provided in this Clause which is less than one day may be taken in conjunction with ordinary hours worked on one day; for example, in an instance where an employee works two hours overtime and is entitled to three hours as time off in lieu, such time off may be taken following a period of five hours of work (or four hours 36 minutes, or as the case may be) on any day, with the employee being entitled to payment as if the whole day had been worked as normal.

(d) Overtime worked by "Casuals"

For the purpose of determining whether hours worked by a casual employee are overtime, the "normal commencing time on any day" shall be the time nominated to the casual employee for the purpose of

his/her commencing work on the day of hire, and the "normal ceasing time on any day" shall mean a time nominated for the purpose of ceasing work on the day but in any event no longer than ten hours from the time of commencement. Casual employees shall be paid at the rate prescribed for ordinary hours of work for any time worked up to 10 hours on any day of engagement.

(e) Rest Period After Overtime

When overtime work is necessary, it shall, wherever reasonable and practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works at the direction of management so much overtime between the termination of his ordinary work on one day the commencement of his ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times, shall subject to the subclause, be released after completion of such overtime until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence PROVIDED THAT this provision shall not apply to an employee who has undertaken work without being so directed by management (including, but not limited to, where an employee performs work for or in exchange with the shift or another employee).

If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, he shall be paid at double time rates until he is released from duty for such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(f) Provision Relating to Employees Working 10 hour Shifts

Where an employee works under an arrangement providing for a 10 hour day pursuant to under Sub-Clause 7.2 hereof, he/she will be permitted a crib break of 20 minutes prior to commencing any overtime work. In all other instances, a crib break of 20 minutes shall be taken at the completion of 10 hours work on any one day, such 10 hours being an accumulation of ordinary hours and overtime hours, provided that work continues beyond that time and irrespective of the fact that 5 hours work may not have been worked since a break had been previously taken.



(g) Accumulation of Rostered Days Off

In circumstances where an employee works under an arrangement for work providing for a day off to be rostered in each work cycle, such days are rostered off during peak months for the Company (for example, the months of August, September and October and November) shall not be taken as they fall due but shall accrue to a maximum of five days due for which the employee is entitled. PROVIDED THAT where a request has been received from the employee for such payment and provided that such payment shall leave the employee with at least one day's entitlement to be taken as a day off.

(h) Extending Ordinary Hours of Work

- (i) The Company may agree with an individual employee (advice whereof shall be given to the Union) for the employee to work ordinary hours between a span which commences no earlier than 6.00 a.m. and finishes no later than 6.00 p.m.
- (ii) The starting and finishing times of employees at the work place may be staggered consistent with the objective of the Company to achieve maximum utilisation from machinery and equipment. Such varied starting and finishing times shall be mutually agreed between the Company and the employee concerned. In the same way, the Company may provide for staggered meal break times for employees, particularly in circumstances where it is productive and efficient not to close machinery down whilst employees take a rostered break. Where a change to existing arrangements be starting and finishing work, or for the taking of meal breaks, is sought to be introduced by virtue of these matters being agreed, such changes shall be advised to employees no less than ten working days prior to the proposed change, and thereafter as provided in the award.
- (iii) Employees who would otherwise be due to take a meal break, but who are engaged on a particular activity (such as a machine run) where any break in the process would be inefficient or unproductive, or would delay the taking of a break by no more than one hour in order to complete the particular task, or to reach a point in the performance of the task where the taking of the break would result in inefficiency or unproductive practices.
- (iv) Where employees work overtime, and notification has not been given on the previous day of the intention to work such overtime, meal allowance shall be paid to employees who work

a minimum of one hours overtime **AND** where such overtime extends beyond 6.00 p.m. **AND** where such overtime is worked in addition to a period of ordinary time worked of not less than six hours.

- (v) The meal allowance, where payable for overtime performed under this agreement, shall be \$7-40 for each entitlement.

#### 4. GENERAL PROVISIONS RELATED TO WORKING A 38 HOUR WEEK

- (a) Starting time for employees maybe staggered to ensure that the workplace is staffed by an employee at all times, working ordinary hours of work, when there is a need from the Company to provide services to its clients. Where it is intended to vary the starting/ finishing time of an employee, no less than 10 days notice shall be given of the proposed change.
- (b) Hours shall be worked continuously except for usual breaks.
- (c) Existing employees of the Company, currently working an arrangement of hours according with present Company practice, may transfer to one from the systems provided above as part of the structural efficiency initiative, on the basis that mutual agreement had been reached between the individual employee and management.
- (d) That agreement is reached between the Company and the employee or employees concerned in relation to the abovementioned items.

#### 5. WORK BREAKS

In addition to the time taken for meal breaks, employees shall be entitled to a break of fifteen minutes, taken without loss of pay only during any continuous work period of 5 hours. Employees shall not be entitled to have time added to any work break for the purpose of "washing". Such work break shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

PROVIDED THAT, consistent with the objectives of this clause to create flexibility with respect to the taking of work breaks, an employee shall not be considered to have taken a work break if he or she leaves the work place temporarily for the purpose of accessing refreshment making facilities for consumption at the workplace. Otherwise, an employee may elect not to take a work break, in which event the time of the work break may be added to the employee's entitled meal break or by way of the employee finishing work on the day fifteen minutes prior to the nominated finishing time.

## 6. ACCOUNTABILITY FOR PERFORMANCE AND WORKPLACE

### (i) Responsibility for Quality of Work Output

- (a) Employees shall continue to demonstrate the capability to perform the work prescribed in their appropriate classification and to undertake work for which they may be reasonably expected to be able to perform having regard to their relative skill levels.
- (b) In demonstrating such capability, employees shall also demonstrate that they have the skills necessary to exercise a reasonable level of individual quality control over the work they are performing.
- (c) In the event that such skills cannot be demonstrated, the employee may be directed to undertake training under supervision and direction. During any such period of training, the employee shall be paid at the level appropriate for their skill and not be entitled to the payment provided herein for the skills level for which they are classified.
- (d) The training shall be undertaken so that the employee is able to be accountable for work output and work quality, both individually and as part of a team environment.

### (ii) Responsibility for Workplace

- (a) Employees shall respond to any reasonable direction to perform work for which they have the skill and capability to perform.
- (b) Employees shall respond to directions given with respect to ensuring a safe work place and shall not, either by act or omission, be involved in any activity which may be reasonably seen to constitute a work place hazard for the employee, any other employee or any person legitimately on the premises.
- (c) Employees shall wear such protective clothing as may be provided, at all times whilst at the work place. Employees shall also respond to reasonable directions given with respect to wearing protective hair covering, securing loose clothing or any other direction conducive to the safety and welfare of the employee, other employees or any other person legitimately on the premises.

- (d) Employees are required to notify their direct Line Manager and obtain approval to leave the site during working hours. In addition employees are required to clock off the time clock when they leave the site and to clock back on when they return. At the same time, the recording equipment must not be used on behalf of any other person under any circumstances.

Notations on the equipment for any person other than the employee may be made by the site manager, or, in his absence, the supervisor responsible for the shift, but no other person.

- (iii) Team Environment

- (a) In terms of accepting the above responsibility, employees shall be required not only to exercise individual skills and capabilities, but also to demonstrate a willingness and capacity to operate in a team environment which takes overall responsibility for the workplace as is accountable for output and quality of the area or section in which the team operates.

## 7. UNIFORMS

- (i) Where an employee is issued with a uniform, or with footwear, the employee shall be required to wear such uniform and/or footwear whilst at the work place.
- (ii) Such uniform and/or footwear shall not be used for any purpose other than for which it was issued. In the event that such uniform and/or footwear is damaged other than through fair wear and tear, the employee shall be responsible for the cost of repair or replacement of damaged item or items. Otherwise, the employee shall maintain the items in a clean and presentable condition and be responsible for laundering and polishing items as appropriate, and undertaking minor repairs and mending. On termination of employment, the employee shall return the items of uniform and/or footwear to the Company.
- (iii) Where an employee is required to attend work wearing the uniform or footwear provided, and does not so attend, the employee may be stood down from work without pay PROVIDED THAT the employee may return to his or her place of residence to collect the items and may return to work clad in the manner directed, in which event the employee may make up the time used for the purpose of obtaining the item/s required or not be paid for the time so taken.

- (iv) An employee who wilfully refuses to abide by a direction given in relation to wearing the uniform or footwear, or any item thereof, shall be deemed to have been guilty of misconduct.

8. MIXED FUNCTIONS

Under the skills based structure herein, provision for payment of a mixed (higher) function allowance shall not apply. Employees who are able to demonstrate a capability to perform tasks at a higher level than that at which they are classified, shall be paid at the level for any period that they are directed by management to perform task at such higher classification level.

PROVIDED THAT, a person will not be entitled to a higher rate of pay when directed by the employer to undertake the tasks at a higher level for the purpose of training.

9. PROVISIONS RELATING TO "SICK LEAVE" AND/OR FAMILY LEAVE

Subject to the provisions in the Award relating to entitlement for "sick leave", an employee, when requested shall provide information or substantiation for the sick leave claimed. It is the duty of all employees to advise the Company as soon as possible, where practicable within the first two hours of the normal time for commencement of work, of any illness or injury which will prevent attendance at work, the nature of such illness or injury and the estimated period of absence. At the time of relating such advice, the Company shall inform the employee of its requirements in relation to information/substantiation of the illness or injury.

For the purpose of this agreement, an employee shall be entitled to up to 38 hours sick leave during the first year of employment and 76 hours in the second and subsequent years of employment.

Where an employee has accumulated sick leave credits (i.e. at the conclusion of the first year of employment) without the employee having used such credits as have become available, the employee may utilise sick leave for the purpose of attending and caring for an immediate family member or the employee's partner who is suffering an illness or incapacity, provided that all of the conditions pertaining to the employee's own claimed illness or incapacity shall apply, including with respect to providing relevant substantiation of the illness or incapacity.

10. BEREAVEMENT LEAVE

Subject otherwise to the provisions of the Award relating to Bereavement Leave, such leave shall be available to employees up to three days in any one year and thereafter by way of utilising any untaken sick leave of no

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more than three additional days per year on their making application to the Company with any supporting material demonstrating a genuine bereavement arising from the death of an immediate family member or close personal associate (including a partner or partner's family).

#### 11. TERMS OF ENGAGEMENT

In addition to the terms of engagement provided in the award employees may be engaged by the Company to work under fixed term conditions providing for;

- (a) A term fixed for some special duration, e.g. during the peak Spring period or any other period of seasonal demand, or to replace an employee absent on an extended period of leave or other cause.
- (b) A term providing for specified hours to be worked on nominated days or to meet some particular circumstances for the Company, which may include, but not be limited to, one day in a period on a regular basis.
- (c) Provided that the provisions of this clause shall not be used to affect the terms of engagement of any employee engaged at the time of these matters being agreed (except in circumstances where there is mutual agreement reached) and provided further that where it is intended to engage an employee under the provisions hereof, the Union shall be advised of the term for which the employee or employees is to be engaged and the requirement which has led to the particular need, including the need to engage an employee for a specific operation by the Company.
- (d) During the period of engagement the employee shall be entitled to the same benefits as a full time employee on a pro rata basis including, on termination of the period of employment, payment for annual leave accrued and loading.

#### 12. PICNIC DAY

The practice of the Storemen and Packers on site taking the additional days public holiday on the same day shall be discontinued. Instead, the employee shall be allowed a day off during each calendar year of employment on a day to be agreed between each employee individually and their immediate manager.

Where such day is agreed, it shall be the day provided for the purposes of an extra day's holiday as provided in the test case provisions for public holidays.

### 13. PROCEDURES FOR SETTLING DISPUTES

To enable claims, grievances and disputes to be attended to whilst work proceeds normally, the following procedure shall apply:

#### (a) Work Section Issues

- (i) In the event of a grievance arising for any employee or group of employees, the issues should initially be brought to the attention of the immediate Supervisor or Manager for consideration and attention.

Employee or employees may elect to have present at such meeting, or at any other meeting between the employee and Company management which may follow, a member of the Consultative Committee provided that, if the employee is a member of the Union, the employee may elect to have the Union Delegate present for the purposes of the discussion. The Supervisor or Manager shall give the matter priority attention, with a view to advising a response from the Company without delay. In any event, the Supervisor or Manager shall advise the affected employee or employees the progress on this issue prior to the end of the Supervisor/ Manager's next working shift and what steps are being taken to obtain a response and when such response may be anticipated, or advise the decision reached on this issue.

- (ii) In the event that the Supervisor or Manager is unable to respond, or if the response does not serve to satisfy the grievance or dispute, the matter shall be advised to the Senior Manager having overall responsibility for the Section or Department. The Manager shall consider the matter, and
  - (ii) respond to the employee or employees as soon as possible or within 48 hours, even if only to advise any progress being made to consider the issue.
  - (iii) If the matter is not settled at this point, it shall be referred to the Human Resources Manager of the Company, who shall arrange a meeting with the employee or employees concerned, who will advise the Union Organiser of the National Union of Workers, with a view to the meeting being at a time convenient to the Organiser.
  - (iv) If the matter is not settled as an outcome of the meeting arranged by the Human Resources Manager, it shall be reviewed by Management in the light of all the circumstances, and an opportunity shall be given for the Organiser to discuss

the matter with the Union Branch Secretary, with a view to consultation being arranged between the Union and Management on the issue or grievance.

- (v) Whilst the foregoing procedure is being undertaken, and for a period of no less than 48 hours should the matter not be settled at the point of subclause (iv) hereof, the situation of status quo shall be observed by both parties. If the dispute involves the termination of an employee, provided that the Company is notified within 24 hours of the termination that the Union is contesting the grounds upon which the termination has taken place, the employee shall be suspended. If, following the procedures herein, the employee is reinstated without loss of benefit, the employee shall be paid for the period of suspension up to a maximum of 2 weeks pay, or such other period as may be agreed between the parties on that basis that a resolution of the issue is seen to be possible. If reinstatement is not made, the employee shall be not paid for the period of suspension following the date of termination.
  - (vi) Where agreement has been reached between the parties at any point here above, such agreement will be recognised by both parties and applied in accordance with the spirit and intent of the Agreement.
  - (vii) At the expiration of the 48 hours "cooling off" period, the matter may be referred by any party to the dispute to the Industrial Relations Commission pursuant to the provisions of the Industrial Relations Act, 1991.
  - (viii) Whilst the matter is being dealt with by the Industrial Relations Commission, work shall proceed as normal with no action being taken by any party with respect to the issue of grievance or dispute, including action which would have the effect of escalating the dispute in any way.
- (b) Safety Issues
- (i) The previously advised procedure will not apply where issues of safety arise. When a safety issue is raised, it shall be immediately investigated by the Company, and the Company shall take such action as is necessary to protect the safety, health and welfare of employees on site.
  - (ii) Whilst such investigation and action is being taken, work shall continue on the site as directed, subject to such work not being required in circumstances where the safety issue raised is a factor.



(c) Site Issues

- (i) The procedure for resolution of site grievances or disputes shall broadly be in line with that provided for "Work Section Issues", except that the procedure set out in subclause (i) shall not be required and the initial step shall be to advise the Senior Manager of the Section or Department, as stated in subclause (ii).
- (ii) If the matter is not resolved at this point, then further action shall follow the procedure set out in the "Work Section Issues", including giving advice to the Union, through the Union Organiser, should a member of the Union be affected by the dispute or by the outcome of any discussion on the matter raised.

14. WAGES AND CLASSIFICATIONS OF EMPLOYEES

- (a) A wages and classification has been prepared and is attached (Appendix 1 and 2). Once so graded, employees will be required to demonstrate skills and performance capabilities in relation to each of the jobs and responsibilities prescribed in the classification, with a view to:
  - i. Developing and fostering a team approach to undertaking tasks at the work place, including performing tasks which are peripheral to the main work performed by an individual employee, subject only to the performance of such tasks being within the range of capability of the individual and which does not constitute a health or safety hazard either for the individual or for any co-worker;
  - and
  - ii. Providing avenues by which the employee can become multi-skilled and access opportunities for reclassification in their jobs either laterally or to a higher status/or paid position.

(b) Training

In conjunction with the development of the job matrix for the Company, the Company will provide opportunities for employees to undertake suitable training through recognised courses, or to undertake training courses at the election of the employees. Where directed by the Company, the employee shall undertake the course as if it were part of his/her normal work requirements. The Company will contribute to the cost of such courses, and recognise achievement within the Company structure, subject to positions being available. Where courses are undertaken "privately", the Company may agree

with the employee for a suitable recognition of the course undertaken, subject to the utility for the Company of the skills and/or knowledge acquired.

- (c) The Company shall not direct an employee to undertake such training in circumstances where the employee has reasonable grounds to decline or refuse such course, or where it would be unreasonable to expect the employee to undertake the course. Whilst it is recognised that this may mean that opportunities for advancement for the employee may be limited, the Company may in the circumstances of the particular job function, recognise that skills have been acquired by the employee through on-the-job participation and experience and recognise those skills acquired as if they had been acquired through formal training processes.
- (d) There shall be a wage structure implemented relevant to the jobs matrix reflecting the degree of skill associated with the particular classification relative to the current wage fixing principles, together with an amount of "Supplementary Payment" associated with the specific job performed within the Company, and the achievement of "structural efficiency and productivity" by virtue of the matters herein being agreed.

#### 15. TERMS OF AGREEMENT

- (a) The provisions hereof shall commence from the date of registration with the Industrial Relations Commission of N.S.W.
- (b) The increases referred to in the Schedule reflect an overall 5% increase to be paid in two instalments, one from 16/5/1995 and one from the first pay period to commence on or after 16/5/1996 or date of employment, whichever is the later. These variations are provided in addition to the 2.5% variation to all rates paid from 23/8/1994.
- (c) Employees in Grade 5 & 6 will receive the equivalent of 5% increase as a one-off payment, in the first year of the agreement, to enable pay rates to come in line.
- (d) This agreement shall continue in force for a period of two years following the date of ratification. At that time, the parties shall review the provisions hereof, with the clear intention of renewing the Agreement for such further periods as may be agreed between them, subject to any agreed variations.
- (e) Notwithstanding, the Consultative Committee will, as part of the overall agreement reached herein meet to determine whether appropriate and relevant benchmarks can be identified and implemented with a view to implementing a gain sharing mechanism

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reflecting achievements in productivity. Such gain sharing, if any, will not apply prior to 16/2/1997.

- (f) The provisions of this agreement shall be reviewed by the parties 3 months prior to the nominal date of expiration.

The parties will review these rates and the overall agreement in the period 16/2/1997 to 16/5/1997 in the light of the outcomes under the agreement. The provisions of this agreement shall continue to apply to all discussions, negotiations and procedures.

#### 16. BENCHMARKING

For the purpose of measuring productivity improvements at the workplace, the parties will determine an appropriate benchmark which shall then be adopted as an annexure to this Agreement. This benchmark will be used for the purpose of applying a gainshare measurement for future wage variations when sustained productivity improvements can be identified against the benchmark.

#### 17. AGREEMENT TO INCORPORATE PREVIOUS AGREEMENT

- (i) In addition to the provisions of the Award and the existing Enterprise Agreement adopted hereby, the parties agree to adopt the provisions of the "Memorandum of Matters Agreed with Respect to On Site Practices and Wage Variation" entered into between the parties on the 23rd August, 1994.
- (ii) In this respect the parties are working to establish an appropriate Benchmark, and the establishment of such Benchmark becomes a term of this Agreement. When such Benchmark has been finally determined between the parties, it shall be provided for and included as Appendix 4 hereto.
- (iii) The parties shall also agree to continue with the processes of negotiation through the Consultative Committee already established for the site.
- (iv) The aforesaid Memorandum is attached hereto as Appendix 3.

#### 18. NO FURTHER CLAIMS

No claims shall be made by either party on the other with respect to any matter contained herein, or any other matter save to give effect to any Order or Determination by the Industrial Relations Commission during the currency of this Agreement.

In addition during the currency of the Agreement, the parties may also meet and agree with respect to any variation of the Storemen & Packers (General State) Award which has the effect of reducing or limiting benefit for any employee covered by this Agreement.

19. DURESS

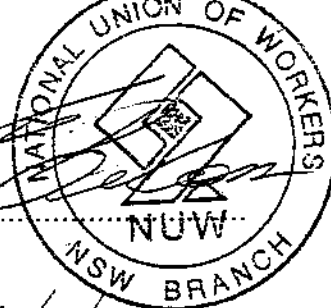
This Agreement was not entered into under duress by any party.

The Common Seal of ARTHUR YATES & CO. LIMITED was

hereunto affixed in accordance with articles of association in the presence of:

Signed on behalf of the NATIONAL UNION OF WORKERS - NSW BRANCH

*[Handwritten signature]*  
*[Handwritten signature]*



Date: 20/7/95

Date: 24/7/95

APPENDIX 1.

**CLASSIFICATION AND WAGES STRUCTURE**

**STOREWORKER GRADE 1**

Routine - Entry Point

Employees who are able to perform order picking tasks, OR perform the tasks of operating basic machinery who have not reached a standard of competency required for grading as Grade 2.

Engaged in functions not elsewhere classified (including Gardener, Cleaner and Canteen Operator).

**STOREWORKER GRADE 2**

Employees who are able to perform the functions of an Order Picker as prescribed in Storeworker Grade 1 without direct supervision, OR is able to operate machinery beyond the basic level provided under Storeworker Grade 1.

Employee engaged in receiving and despatch of goods who does not hold a fork lift licence.

**STOREWORKER GRADE 3**

Employees who are able to perform functions of Storeworker Grade 1 and Storeworker grade 2 and are able to operate the majority of the machinery/ functions involved in seed packaging and/or Dry Room operation.

Employees engaged in receiving despatch of goods and who holds a fork lift licence.

Employees who undertake administrative tasks in association with any of the functions of Storeworkers employed in the establishment.

**STOREWORKER GRADE 4**

Employee who is engaged in receiving/despatch of goods as prescribed for a Storeworker grade 3 and who undertakes administrative functions in relation to such duties with a high degree of skill and responsibility in the performance of such tasks.

Employee who is engaged in the performance of administrative tasks associated with the functions of Storeworkers in the establishment and is required to exercise a high degree of skill and responsibility in the performance of such tasks.

Employee who as a major part of his/her duties is able to undertake seed coating tasks - requires high degree of literacy/product knowledge.  
Employees who are required to handle chemicals in relation to their work.  
Employee who as a major part of his/her work is able to undertake Seed Cleaning tasks.

**STOREWORKER GRADE 5**

Employee who undertakes role of section leading hand.

**STOREWORKER GRADE 6**

Employee who undertakes the role of Floor Supervisor.

Employee who is able to exercise all the functions here above with a high degree of skill and who is, as part of his/her duties, required to undertake administrative tasks and demonstrate a high degree of literacy and numeracy skills in performing such work.

APPENDIX 2

## WAGE RATES

(Storemen & Packers)

Classification	Current Rate (Including 2.5% variation from 23/8/94)	Increase	1st Year	2nd Year
			Increase Rate from 16/5/95	Increase from first pay period to commence on 16/5/96.
Storeworker Grade 1 (on Entry)	N/A	N/A	417.90	438.80
Storeworker Grade 1 (after 3 months)	413.20	13.70	426.90	448.25
Storeworker Grade 2	417.10	20.90	438.00	459.90
Storeworker Grade 3	421.00	21.60	442.60	464.75
Storeworker Grade 4	429.20	32.80	462.00	485.10
Storeworker Grade 5	483.90	NIL	483.00	507.15
Storeworker Grade 6	511.00	NIL	507.15	532.50

NOTE:

- \* Employees in Grade 1, 5 and 6 will receive the equivalent of 5% increase as a one-off payment, in the first year of the agreement, to enable pay rates to come in line.

APPENDIX 2 A

ARTHUR YATES & CO. LIMITED

MEMORANDUM OF MATTERS AGREED WITH RESPECT  
TO ON-SITE PRACTICES AND WAGE VARIATION

STOREWORKER EMPLOYEES - MILPERRA AND REVESBY

1. The rate of pay for all employees on site will be varied by 2.5% on account of productivity improvements and performance outcomes achieved.
  
2. The parties shall commit themselves to furthering the processes of the consultative committee for the workplace, with a view to using the consultative mechanism to identify practices and procedures which are inhibiting productivity and efficiency, and to determining measures which can be introduced to overcome such practices and procedures.
  
3. The parties will seek to establish appropriate benchmarks against which improved performance levels can be measured and future wage variations can be implemented. Further, the employees will identify issues which may facilitate the sites falling within the coverage of the Federal National Warehousing and Distribution (NUW) Arthur Yates & Co. Limited - Australia (Productivity Bargaining)(Interim) Award 1993.

SIGNED by the Parties on the                      day of                      1994.

For and on Behalf of Arthur Yates & Co. Limited .....