



ARTHUR YATES & CO. LIMITED

A.C.N. 000 004 688

ARTHUR YATES, MILPERRA CLERICAL AND ADMINISTRATIVE

EMPLOYEES ENTERPRISE AGREEMENT, 1995

PREAMBLE

The following terms of agreement are proposed to be entered into between the Arthur Yates & Co. Limited (the Company) and the Works Committee representing the clerical and administrative staff employed at the Company's sites at Milperra and Revesby.

It is proposed that such agreement will vary the terms of the Enterprise Agreement entered into between the parties which was ratified by the Registrar on the 28 July, 1994.

This agreement adopts the provisions of the Clerks (State) Award (the Award) and varies such provisions to the extent of the matters hereby agreed. Where not so stated, the provisions of the Award shall continue to apply.

Agreement has been reached through a process of consultation and negotiation with a Works Committee representing the employees at the sites. The agreement reflects the on-going commitment of the parties to achieving an efficient and productive operation for the Company, rates of pay and conditions which reflect the level of skill and knowledge attained by employees and the work performed exercising those skills and knowledge, as well as quality of working life with clear career paths for all employees.

To these ends, the Company and the employees have committed themselves to

- (a) Variation to provisions of the Award by way of Enterprise Agreement to reflect the specific needs of the Company's business;
- (b) Ensuring that the award operates in a manner which will promote, to the fullest extent possible, workplace excellence, and to make such changes to existing work practices and processes as will maintain this position.
- (c) Continuing to seek improvement in agreed measures of work quality and performance, housekeeping and work environment as the standard of acceptable performance.
- (d) Undertaking all work in a flexible manner without any limitations, demarcations or restrictions arising because of past practices, but subject only to the limitations imposed by individual skill levels.

- (e) Establishing and maintaining open and direct communication between the Company and all employees on matters of mutual interest and concern.
- (f) Avoiding any practice or action which disrupts continuity of production and customer service by resolving employee concerns speedily and effectively through full and open communication and frank discussion along agreed consultative and dispute resolution procedures.
- (g) Supporting and maintaining standard of conduct and attendance necessary to ensure a safe, responsible and efficient operation, offering quality of working life for the Employees, a proper level of Employee remuneration reflecting the skills and knowledge of individual Employees, and the contribution made to overall Company performance, and a safe and congenial workplace with confidence both in the future of the Company and the security in employment for the Employees.

TO THESE ENDS, the Company and the Employees have entered into an Agreement covering clerical employees at the site, as follows:-

- 1. The provisions hereof have been entered into with respect to the Clerks (State) Award. Where not otherwise provided, the provisions of the said Clerks (State) Award shall continue to apply.
- 2. The provisions of the said Award which are varied to the extent of the matters hereby agreed are:
 - i. **Clause 3C, "Training"** to the extent of Clause 9 of this Enterprise Agreement
 - ii. **Clause 4, "Terms of Engagement"** to the extent of Clause 4 of this Enterprise Agreement.
 - iii. **Clause 6, "Hours"**, to the extent of Clause 1 and 2 of this Enterprise Agreement.
 - iv. **Clause 9, "Wages"** to the extent of Clause 8 of this Enterprise Agreement.
 - v. **Clause 11, "Overtime and Meal Allowance"** to the extent of Clause 3 of this Enterprise Agreement.
 - vi. **Clause 12, "Sundays and Holidays"** to the extent of Clause 7 of this Enterprise Agreement.
 - vii. **Clause 15, "Sick Leave"** to the extent to Clause 5 of this

Enterprise Agreement.

- viii **Clause 26**, "Bereavement Leave" to the extent of Clause 6 of this Enterprise Agreement.
- ix. **Clause 33**, "Dispute Settling Procedure" to the extent of Clause 10 of this Enterprise Agreement.

3. In respect to the above matters, it has been agreed as follows:

1. ALTERNATIVES FOR WORKING A 38 HOUR WEEK

In addition to the provisions of the Award with respect to a 38 Hour week, the Company may require to work ordinary hours of work under any of the following arrangements:

- (1) By employees working a 4 Day Working Week, comprising:

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

- (2) By employees working a 10 day cycle, of the following hours:

8 hours x 9 days
4 hours x 1 day (each alternate Friday)

- (3) By employees working an arrangement of hours of:

8 hours x 4 days p.w. Monday to Friday
6 hours on Saturday

- (4) During the "peak" 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 hours) 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 Provisions

- (a) The provisions stated in (4) above 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 have accumulated up to 204 hours (assuming 10hours 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 such 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.

(b) Payment of Wages under Arrangements

(i) Intention

It is the intention of the provisions to provide for normal working hours during "peak" periods 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.

(c) Overtime

Under all work arrangements, overtime shall be paid for all hours which are worked in excess of the hours provided for the day or outside the span of ordinary hours provided herein. 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.

(d) Company to Advise Employees

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

- (5) 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.

2. GENERAL PROVISIONS RELATED TO WORKING A 38 HOUR WEEK

Subject to the existing provisions of the Clerks (State) Award relating to the span of ordinary working hours, the following provisions shall apply:

- (a) Starting time for employees may be staggered to ensure that the workplace is staffed by an employee at all times, working ordinary hours of work, when there is a need for the Company to provide services to its clients.
- (b) Hours shall be worked continuously except for usual breaks.

- (c) The Company may transfer employees from one system for working ordinary hours to another on the giving of seven (7) clear days notice of its intention to do so. The Company for its part shall have regard to individual personal circumstances of any affected employee and any potential hardship which may arise from a requirement that the employee change his or her arrangements for work.
- (d) Subject otherwise to the provision of Clause 6 of the Clerks (State) Award an employee who has accumulated an entitlement for taking rostered days off of three (3) days, may seek to redeem payment on account of accrued entitlement, on the basis that there will remain at least one (1) day as entitlement for a rostered day off for the employee. Such redemption payment must be mutually agreed with management.

3. OVERTIME

- (a) The Company may require clerical employees to work up to two hours per day (to a maximum of 10 hours per week) without the payment of overtime penalty. The overtime requirement under this provision would not exceed 100 hours in any one year.
- (b) Overtime worked in excess of 10 hours per week or 100 hours in any one year shall be at the rate of time and one half for the first 2 hours and double time thereafter PROVIDED that all work performed under such arrangement is within the span of ordinary hours. All work performed outside the span of ordinary hours shall be paid at the appropriate overtime rates on the basis of actual time worked. Each day's overtime shall stand alone.
- (c) Where an employee has worked a 10 hour day, as provided in (4) 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 more than 5 hours may have been worked since a break had been previously taken.
- (d) An employee who works overtime for more than two hours on any day or shift after the fixed ceasing time and which overtime extends beyond 6.00 p.m. on the day of work, shall be paid the amount of \$7-50 as a meal allowance unless notified on the previous day of the intention to work such overtime. Should an employee be notified of the intention to work overtime and then not be called upon to do so, he/she shall be paid the \$7-50 meal allowance.

- (e) Part-time and casual employees may be required to work additional hours to the number of hours which they are primarily engaged. In this event, overtime will be paid only for such hours as are worked for which a full time employee would have received overtime.

4. TERMS OF ENGAGEMENT

In addition to the terms of engagement provided for Clerks in the Clerks (State) Award, clerical employees may be employed by the Company under fixed term conditions, providing for:

(i) Fixed Term Employees

- (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. This clause may be used to engage persons during ordinary time worked on Saturday mornings, for example.

(ii) Casual Employees

- (a) Casual employees shall be engaged by the Company by the day. Each day's employment shall stand alone and be not more than 10 hours on any one day and successive days of work shall be deemed to be worked under renewed contracts of engagement. In the event that there are successive days of engagement, casual employees shall be paid on the normal pay day for the establishment for the hours worked during the normal pay period.
- (b) The rate of pay set out hereunder applying to casuals is an all up payment including all entitlements by way of loadings and penalties and includes a factor on account of annual leave. A casual employee ceasing to be offered further work shall not thereby have any entitlement to additional pay. The rate of pay for casual employees for all hours of work up to 10 hours per day or 40 hours per week, shall be:

Employees engaged to perform
work to a skill level not greater than
Clerk Grade 2: \$14-95 p/hr

Employees engaged to perform work
requiring skills greater than those
for a Clerk Grade 2: \$16-00 p/hr



- (c) Provided that any employee who has been engaged as a Casual employee by the Company within the three months immediately preceding this agreement being reached, shall continue to be engaged under the terms and conditions of that engagement and shall receive the benefit of the adjustment to wages provided herein (30 cents per hour, plus 0.025 cents per hour on account of annual holiday pay) until and unless there is a break in the continuum of employment of not less than three months, in which event the provisions hereof shall apply to all engagements of such casual employee.

(iii) Job Sharing

(a) Definition

Job sharing is an arrangement where two or more employees voluntarily share all of the duties and responsibilities of a permanent full-time position.

Employees who job share will continue to participate in employee development programs and career development activities.

(b) Access to Job Sharing

- (1) Job sharing will be available by agreement between an employer and the employees concerned.
- (2) The employer will co-ordinate, subject to the needs of the business, employees' requests in relation to job sharing.

(c) Hours of Work

- (1) The job sharers will discuss with the employer arrangements to determine how the job is to be split and agree the hours to be worked by each job share partner.
- (2) The hours of work of each of the job share partners shall not exceed 152 hours per four weekly cycle, except where paid as overtime or as accrued time.
- (3) Each job sharer's four weekly cycle hours will be set as "ordinary pattern of hours" and will not be changed except by mutual consent of both the job sharers and the employer, or otherwise by virtue of the application of the terms hereof or under some extraordinary or exceptional circumstances.

(d) Overlap Time

Communication between the job sharers in a position is of vital importance. Where continuity is needed, each sharer's normal established hours should as far as possible, include overlap time for mutual discussion and briefing.

(e) Absences on Leave

- (1) In the case of a short-term casual absence such as sick leave of any job sharers' partner, any or each of the remaining job sharers may volunteer to relieve, either for the full period of the absence or for part thereof, to be filled by any of the other partners.
- (2) In the case of planned or structured absence, the job sharers may elect to take such leave co-jointly. Should leave be taken separately, the remaining job sharer(s) may volunteer to relieve either for the full period of the leave or for part thereof to be filled by any of the other partners.

Where business needs dictate that the absence of the job sharer be covered, it is seen as highly desirable that the remaining job sharers relieve in the position under an arrangement to be agreed with the employer.

- (3) Where a planned or structured absence of one job sharer is relieved by one of the remaining job sharers for less than a four weekly cycle, the aggregate number of hours worked by the said remaining job sharer shall not exceed those of a full-time employee, without the payment of overtime for such hours as exceed 152 over the four week cycle.

(f) Overtime

- (1) A job sharer shall be paid overtime at the applicable rates for all hours which are worked in addition to the 152 hours over the four week cycle or ordinary pattern of hours or for any time worked outside the span of ordinary hours provided under the agreement.
- (2) A job sharer who volunteers to relieve in another portion of the job sharing position during periods of sick leave, annual leave or other authorised absences, shall however, only be entitled to payment at single time for the periods when relief is given. Work performed in excess of the standard hours for that position will be paid for at the overtime rates detailed above.

- (3) In lieu of being paid the overtime payment prescribed herein, job sharers may be granted time off in lieu with respect to all overtime worked.

(g) Salary and Conditons of Employment

Subject to this provision, job sharers shall receive pro rata the pay and conditions for the relevant classification of the position filled in proportion that the hours worked by each job sharer has to be the ordinary hours which would hve been worked by a full time employee in the position, calculated over a four week period.

(h) Contract of Employment and Job Sharing Agreement

- (1) The working arrangements and responsibilities for a particular position shall be mutually determined by the employer and the job sharers, including any variations in such working arrangements and responsibilities that may be required to be made from time to time.
- (2) The contract of employment will incorporate such matters as the number of hours to be worked by each job sharer, when those hours are to be worked, overlap time, the job description for the position and procedures that outline the termination of the contract. The job description issued will be that prepared for the established position.

(i) Variation of Job Sharing Position

- (1) The status, classification, nature and responsibility of a position shall not alter whether the position is being filled on a share or individual basis.
- (2) An individual job sharer may indicate their intention to terminate a job sharing arrangement on the giving of four weeks' notice in writing to the employer.
- (3) In the event one job sharer vacates the position for whatever reason, a remaining job sharer may at the discretion of the employer, be provided with the option in the first instance of having sole appointment to the position and assuming all work and hours. If this option is unacceptable to the other job share partner(s) who request to continue on a job share basis, the employer will actively endeavour to find a new job share partner and a new agreement is to be negotiated.
- (4) During this period, the remaining job share partner(s) shall

provide the relieving work prescribed in sub-clause (e) hereof as applying to periods of leave of absence.

- (5) In the event that a suitable replacement job share partner cannot be found, the employer shall have the option of offering the remaining job share partner(s) a new arrangement to each work additional hours, or to terminate the employment of the remaining job sharers on the giving of the prescribed notice on the grounds that the contract of employment has been fundamentally frustrated.

(j) Continuity of Service

A change in the mode of employment from full-time or part-time to job sharing or vice versa does not break continuity of employment or service. All accrued benefits are fully transferrable from one mode of employment to another.

- (6) For formal purposes, the contract of service with the remaining job share partner(s) shall be deemed to have terminated on the termination of one or more of the job sharer(s), and thereafter continue on a day-to-day basis until resolution is achieved under the provisions hereof.

5. PROVISIONS RELATING TO "SICK LEAVE" AND/OR FAMILY LEAVE'

Subject to the provisions of the Award relating to entitlement for "sick leave" 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.

6. PROVISIONS RELATING TO BEREAVEMENT LEAVE

Subject to the provisions of the Award relating to Bereavement Leave, employees may utilise any untaken sick leave up to a maximum of 3 days on each occasion, subject to the employee providing 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).

7. PICNIC DAY

The provision whereby the one additional day holiday in each calendar year is to be observed on the day when the majority of employees in the establishment observes a day as an additional holiday (historically referred to as "picnic day") shall not continue, but, instead, an employee may agree with the Company for one day to be observed in each calendar year. Such additional day holiday is not cumulative nor does it attract annual leave loading and must be taken within each calendar year.

For the purposes of this Agreement, "calendar year" shall mean the 12 months period from 1 January and finishing 31 December. Employees who have taken the provided additional holiday day off, in the period from 1 January, 1994 and the date of signing this Agreement, shall not be entitled to have the additional day granted until 1 January, 1995.

Employees who join the Company prior to 1 July, 1994 shall be entitled to take the additional day off during the remainder of the calendar year.

Employees who join the Company subsequent to 1 July, 1994, shall not be entitled to take the additional day off until the commencement of the next calendar year, i.e. 1 January, 1995.

8. WAGES AND CLASSIFICATION OF EMPLOYEES

- (a) Subject to the provisions set out in the Skills Matrix relating to the classification of employees, individual performance within a classification will continue to be assessed and evaluated by the Company, and shall be determined by reference to a job matrix, which will provide for the relevant skills and performance criteria which the Company sees as applying to each position within the Company classification structure, set out in Appendix A.
- (b) The following rates of pay have been determined consistently with the enterprise bargaining principles stated by the Commission, and shall apply from the commencement of the first pay period on or after the date shown.

The said rates of pay shall apply for two (2) years from date of ratification and shall not be varied except to reflect the outcome of a decision by the Commission which overrides the principle upon which the rates have been provided.

Grade/Level	Minimum Rate of Pay	2.5% Inc. Granted 23/8/94 (Enterprise Bargaining Principle)	Supplementary Payment	10% Increase Granted in 2 instalments First instalment of 5%	Actual Rate of Pay From date of ratification .../.../1996	2nd Instalment of 5%	Total Actual Rate 12 months following ratification .../...../97
Grade 1							
Level 1	\$379.75	\$ 9.50	\$10.50	\$20.00	\$419.75	\$21.00	\$440.75
Level 2	\$379.75	\$ 9.50	\$25.90	\$20.75	\$435.90	\$21.80	\$457.70
Grade 2							
Level 1	\$401.80	\$10.05	\$18.60	\$21.55	\$452.00	\$22.60	\$474.60
Level 2	\$401.80	\$10.05	\$34.05	\$22.30	\$468.20	\$23.40	\$491.60
Grade 3							
Level 1	\$412.25	\$10.30	\$38.65	\$23.10	\$484.30	\$24.20	\$508.50
Level 2	\$412.25	\$10.30	\$54.10	\$23.85	\$500.50	\$25.00	\$525.50
Grade 4							
Level 1	\$421.25	\$10.55	\$60.20	\$24.60	\$516.60	\$25.85	\$542.45
Level 2	\$421.45	\$10.55	\$75.40	\$25.40	\$532.80	\$26.65	\$559.45
Grade 5	\$439.95	\$11.00	\$92.25	\$27.20	\$570.40	\$28.55	\$598.95

(c) Review

The parties have agreed to commence negotiations on the rates of pay no earlier than a date (3) three months prior to expiry of this Enterprise Agreement with any variation not to have effect until the expiry of the Enterprise Agreement.

9. TRAINING

The provisions of the Clerks (State) Award will apply. In addition the Company will consult with the Union and the Works Committee with a view to developing and implementing training programmes. Otherwise the Company may apply in-house training programmes for employees where training is appropriate for skill development and for the work undertaken.

10. DISPUTES SETTLING PROCEDURE

- (i) In order to promote speedy, effective and informal resolution of problems it is agreed that the employee with a grievance will first discuss the matter with the immediate supervisor and every effort should be made to resolve it at this early stage. The immediate supervisor will respond to the employee's grievance as soon as

possible, and unless there are exceptional circumstances, within 24 hours.

- (II) It is recognised that not all problems will be resolved in this manner. Therefore the following formal procedure for the resolution of problems is agreed.

- Stage 1: If the issue is not resolved informally between the employee and the immediate supervisor, the employee may then seek advice from the union delegate and together they may approach the immediate supervisor.
- Stage 2: If the issue is not resolved at Stage 1, the employee and the union delegate will confer with the immediate supervisor and Department Manager.
- Stage 3: If the matter remains unresolved the employee and the union delegate and if required the union organiser will confer with the Department Manager and Human Resources Management.
- Stage 4: The Company and the union are totally committed to resolving grievances within the above stages, however, if the matter cannot be settled by the parties they will agree to refer the matter to the N.S.W. Industrial Relations Commission for decision which will be binding on and accepted by all parties.

The parties will request the arbitrator to determine positively in favour of either the company or the grievant after taking into account any common ground achieved between the parties.

- (III) In making the above commitments the parties recognise that in exercising the company's right to manage and to decide finally on the operation of the plant, it must take due account of the undertaking of the union and the employees to continue normal work while the matter in dispute is being resolved through the agreed procedures.

The company recognises and accepts that there will be circumstances when the implementation of a contested management decision may be delayed, pending the finalisation of the matter under the agreed procedures. The union and employees recognise and accept that in some cases, dismissal for gross misconduct for example, implementation of the decision may occur prior to the commencement of finalisation of the agreed procedures. In these circumstances the dispute resolution procedure allows management's action to be reviewed promptly by the parties and, ultimately if necessary, by the N.S.W. Industrial Relations Commission, whose decision will be accepted by all.

- (IV) The Company and the Union agree that the stages outlined above shall be processed expeditiously. At the same time, a cooling off period between each stage of 48 hours shall be provided in order for the respective parties to assess their position, and to re-consider the matters raised. In this light no action shall be taken by either party unless all of the stages have been exhausted, including as regards the provided cooling off period, or the parties have agreed between themselves that the matter be referred to the Commission. No industrial action shall be taken by either party for whatever period of time the matter is being dealt with by the Commission.
- (V) Employees who take unilateral action against the Company contrary to the provisions of this clause, will be regarded as being in breach of their Contracts of Employment and liable to be dealt with accordingly.

11. TERM

- i. The provisions hereof shall commence from the date of ratification by the Registrar and shall continue in force for a period of two years from that date.
- ii. The parties agree that a review of the enterprise arrangements shall take place from a date no earlier than three months preceeding the projected date of cessation of the agreement.

12. CONSULTATIVE COMMITTEE

- 1. A consultative Committee comprising an equal number of management and employee representatives shall be formed to:
 - (a) Ensure the correct application of this Agreement and to oversee the implementation of the provisions hereof;
 - (b) Consider any matter relating to, or arising from, the implementation of any provision hereof, and in particular, measures intended to bring about further structural efficiency and with a view to modernising the Award through measures introduced at the workplace. Examples of such measures may include, but not be limited to, extending the ordinary hours of work on Saturdays or work outside the span of hours presently provided.

13. 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 Clerks State Award which has the effect of reducing or limiting any benefit for any employee covered by this Agreement.

14. DURESS

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

IN WITNESS the Parties have subscribed and signed hereto on the date first hereinbefore mentioned:

FOR AND ON BEHALF OF
the Company, Arthur Yates
& Co. Limited, by
Authority of the Board of
Directors.

The Common Seal of
ARTHUR YATES & CO. LIMITED
was hereunto affixed in accordance with its
articles of association in the presence of

[Signature]
.....
DIRECTOR
[Signature]
.....
SECRETARY



SIGNED BY THE WORKS COMMITTEE
on behalf of the Employees

[Signature]
.....
[Signature]
.....
[Signature]
.....

APPENDIX A

MILPERRA CLERKS SKILLS MATRIX

GRADE 1: CLERICAL ASSISTANT

Is an employee who undertakes simple tasks involving basic clerical skills.

Grade 1 Clerk skills include:

- . **Communication Skills** - An ability to communicate and comprehend in English, simple numeracy skills.
- . **Technical Skills** - Operation of simple equipment, e.g. Photocopier, facsimile, calculator.
- . **Information Handling** - Basic tasks such as filing, collating, telephone answering and referring simple clients requests.
- . **Interpersonal Skills** - Basic messenger work.

A Grade 1 clerk would have no responsibility or limited responsibility and discretion over work performed works under direct supervision. Direct experience as a clerk is not required.

GRADE 2 : CLERK

Is an employee who undertakes a range of simple tasks or one or more routine duties which involves an increased level of skill and works within established routines, methods and procedures.

Grade 2 Clerical skills include:

- . **Communication Skills** - Written e.g. information recording, note taking.
Oral - e.g. routine internal/external enquires
- . **Information Handling Skills** - mailroom, filing, collating, documentation procedures.
- . **Technical Skills** - Able to use telex, high volume facsimile, undertake simple calculations, operation of high volume photocopying machines, typewriting (copy typing) and basic data entry and retrieval.

Interpersonal Skills - Handle simple internal/external enquires related to job function. Limited client/public contact.

Business/Financial Knowledge and Skills - limited to knowledge of financial documentation procedures, e.g. basic accounting procedures and basic financial record keeping. Able to maintain office stationary supplies.

Quality Assurance - limited, over own work.

Knowledge of Enterprise/Industry - basic knowledge of the organisation's structure and product, able to redirect enquires/documents/problems.

A Grade 2 Clerk would be expected to have limited responsibility and accountability of work performed. General supervision is required, although some minor decision making within a defined work routine may be exercised. Limited experience required.

GRADE 3: CLERK

Is an employee who undertakes a range of duties and has demonstrated the appropriate skills as stated in grade 2, and in addition possess and use one or more of the following skills:

Communication Skills

Sound written skills, e.g. letter composition, travel itineraries, preparation of documentation.

Oral Skills, e.g. internal/external customer enquires, telephone sales skills, receptionist/telephonist skills.

Technical skills

- Able to undertake calculations, either manually or through the computer, involving a high degree of skill and responsibility.
- typewriting, audio transcription, word processing, data processing, shorthand transcription stenographic, secretarial, computer operation.

Interpersonal Skills - Client/public contact, involving responsibility to enterprise e.g. telephone sales, stock control, cashier.

Business/Financial Knowledge and Skills

Understanding of methods and procedures necessary to undertake the following job functions - accounts, payroll, cashier, credit, purchasing/sales, production, receiving and despatch and other related job functions.

Quality Assurance - responsible for quality of own work and output of their particular section as part of team performance.

Knowledge of Enterprise Industry - sound knowledge of enterprise structure and its products. Some knowledge of Industry.

Organisational/Planning Skills - plans own work schedule and relates that schedule to team environment.

Supervisory Skills - May supervise individual clerks at Grade 1 and 2 level, performing routine tasks.

Training - Can provide limited amount of in-house training for Grades 1 and 2.

A Grade 3 Clerk would be expected to have responsibility and accountability for own work within an established structure. Limited supervision is necessary.

GRADE 4: SENIOR CLERK

Is an employee who undertakes more skilled clerical functions involving greater responsibility and accountability to the enterprise. A Grade 4 Senior Clerk is required to have appropriate skills as at Grade 3 and in addition possess and use one or more additional skills as identified:

Communication Skills

- Report writing, provision of written advice and assessment of incoming information.
- Interviewing, oral presentation to groups, meetings etc.

Technical Skills - stenographic, secretarial, complex word processing, computer based accounting (senior accounts clerks), computer applications, complex data processing.

Interpersonal Skills - Client/public liaison, internal liaison e.g. able to provide assistance to more Senior functions.

Business/Financial Knowledge and Skills

Understanding of methods and procedures necessary to undertake the following job functions, at a senior level - accounts, payroll/personnel, credit, export, cost accounting and other related job functions.

Quality Assurance plans and is responsible for own work schedule and may plan the work schedule of others and of the section in which the clerk works.

Knowledge of Enterprise/Industry - specific knowledge of enterprise operations and corporate structure and products and sound knowledge of the industry in which the enterprise operates.

Organisational/Planning Skills - may participate in problem solving and/or decision making in relation to operational issues in own work section.

Supervisory Skills - may supervise others within the section.

Training - Able to undertake in-house training for Grades 1, 2 and 3.

A Grade 4 Senior Clerk exercises considerable discretion in organisation of own work within prescribed limits. Minimal supervision is required. The skills for employees graded as Grade 4, are the same at each level, except that the persons at Level 2 of Grade 4, shall be required to supervise the work of others, either on a permanent basis or from time to time.

GRADE 5: CLERICAL OFFICER

Is an employee who works at a senior level and has responsibility over a sector of the enterprise or has highly specialised skills. A Grade 5 Office Administrator would have recognised and appropriate skills as at Grade 4 and in addition be expected to possess and use one or more of the following skills.

Communication Skills - highly complex communications skills including negotiation.

Technical Skills - at a senior level including investigation and problem solving, research, senior computer application.

Interpersonal Skills - complex, including counselling and performance appraisal.

Computer Programming - Basic knowledge of programmes and procedures.

Business/Financial Knowledge and Skills - specialist e.g. financial accounting, payroll officer, personnel assistant, able to perform function requiring a high degree of skill.

Knowledge of Enterprise/Industry - Detailed knowledge of the enterprise's operations/corporate structures and sound knowledge of the industry in which the enterprise operates, together with good knowledge of the Company's products.

Quality Assurance - responsible for own work and for the quality out-put of the work section.

Organisational/Planning Skills - complex - impacts on the enterprise structure.

Supervisory Skills - may supervise a work section and able to act as temporary replacement for Section Head when absent.

Training - is able to train all persons inducted into Grades 1,2,3 and 4.

Grade 5 Office/Administrator may work independently and have responsibility and accountability for own work and/or make decisions which have some impact on the productivity of the enterprise. Is able to work without supervision.

General Note:

Within each Classification, employees shall be graded at Level 1 under the following circumstances:

1. **Junior/Trainees**

- i. Depending on age and experience employees who are engaged as Juniors will be first Graded as Grade 1, Level 1, and paid at the rate provided in this Agreement for the classification.
- ii. Junior employees may, subject to their being able to demonstrate appropriate skills levels, be re-graded to a higher Grade, and shall be paid at the rate provided for Level 1 of the relevant grading.
- iii. An employee engaged as a Trainee shall be paid at the rate for a Level 1 employee within Grade 1 for the period of traineeship. Following the end of any such traineeship, the employee shall be graded according to the skills demonstrated, but shall remain at Level 1 of the particular Grade.

2. **Other employees.**

- A. Employees employed in a position in a lower grade may be re-graded to a higher grade on the basis that there is a position available at that higher grade, the Company wishes to appoint a person to that higher grade and the person can demonstrate the overall skills and capabilities required at the higher level. On appointment, the person shall be graded at Level 1.
- B. At Level 1 the employee shall work under a greater degree of supervision and control. This will apply until the employee is able to reach the level of competency required for the grade, including with respect to accepting responsibility for the work undertaken by the employee.
- C. The employee will be assessed with respect to such demonstration of skills and knowledge, including with respect to being able to perform all of the duties required for employees classified at the relevant Grading with an equal level of competency as other employees within the Grade. If, at the time of assessment, the employee is able to demonstrate the requisite level of competency, the employee may be elevated with the Grade to Level 2. Otherwise, the employee may be maintained at Level 1.

It is anticipated that employees engaged at Level 1 may continue to be subject to a greater level of supervision, and be subject to a greater level of control in relation to decisions taken by the employee than employees classified at Level 2 within the grade. This supervision and control shall be part of the general training and instruction undertaken by the employee whilst classified at Level 1.

- D. An employee who is assessed as not having the basic level of skill and knowledge required for classification at the particular Grade may be given a warning in the first instance requiring the employee to advance to the requisite skill level within a reasonable period of time or be liable for re-classification to a lesser grade. An employee who is re-classified to a lesser grade shall not suffer such re-classification below Level 2 of the grade immediately beneath the grade from which the employee has been re-classified.
- E. An employee classified at Level 2 within a Grade may be warned that the employee's level of skill and knowledge is not being demonstrated through the employee's work performance,