

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/131

**TITLE:** Yates Australia Mt. Druitt Warehouse Agreement 2006

**I.R.C. NO:** IRC6/1118

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VARIATION:** Replaces EA04/128.

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Yates Australia, located at 114 Kurrajong Avenue, Mt Druitt, NSW 2770, who fall within the coverage of the Storeman and Packers (State) Award.

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



**YATES AUSTRALIA, MT.DRUITT  
WAREHOUSE AGREEMENT 2006**

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## 1. TITLE

This Agreement shall be known as the Yates Australia, Mt.Druitt Warehouse Agreement 2006 ("this Agreement")

## 2. SCOPE OF AGREEMENT & PARTIES BOUND

This agreement is made in relation to Yates Australia the "Company" and the NSW branch of the National Union of Workers, and covers those employees currently falling under the Storeman & Packers General (State) Award.

## 3. DURATION

This agreement will come into effect on and from the date it is ratified by the Industrial Relations Commission of NSW. The nominal term of this agreement expires on 1 January 2009. In the event that the agreement is not renewed, this agreement will remain in force.

## 4. TERMS OF AGREEMENT

4.1 The provisions of this agreement will commence from the date of signing of all parties to this agreement.

4.2 The wages adjustments will be backdated to 1st January 2006.

## 5. NO EXTRA CLAIMS

No claims will be made by either party on the other with respect to a matter contained in this agreement or any other matter other than to give effect to any Order or Determination by the Industrial Relations Commission during the period of this agreement.

## 6. DURESS

This Agreement has not been entered into under any duress by any of the parties.

## 7. SUPERSESION

This agreement is the sole source of all employment conditions for employees engaged at the sites who are members or eligible to be members of the union. Any and all previous awards and any previous agreements whether registered or not, including any oral agreements are superseded by this agreement. Whereby any disputes, procedures, subjects, etc are not covered by this agreement, then the award shall prevail.

This agreement shall be read and interpreted wholly in conjunction with the Storemen & Packers General (State) Award.

## 8. DEFINITIONS

(i) A "**Casual Employee**" shall mean an employee who is engaged and paid as such.

(ii) A "**Shift Worker**" shall mean a worker who is engaged and paid as such.

(iii) A "**Work Cycle**" shall mean any period of twenty-eight consecutive days.

(iv) In this agreement any reference to one gender shall mean a reference to the other gender.

## 9. ANTI-DISCRIMINATION

- 9.1 It is the intention of the parties bound by this Agreement to seek to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 9.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 9.3 Under the Anti-Discrimination Act, 1977, it is unlawful to victimize an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 9.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act, 1977;
  - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal Jurisdiction.
- 9.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### NOTES:

- (a) The Company and employees may also be subject to Commonwealth Anti-Discrimination Legislation.
- (b) Section 56(d) of the **Anti-Discrimination Act 1977** provides:  
  
"Nothing in the Act affects...any other Act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

## 10. CONSULTATIVE COMMITTEE

- 10.1 Employees will 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 and is accountable for output and quality of the area or section in which the team operates.
- 10.2 The parties agree to establish a consultative committee to assist the parties improve productivity, efficiency and to provide for the effective involvement of employees in the decision-making processes. The committee will consist of an equal number of Company and employee representatives. The meetings are to take place on no less than four (4) occasions per annum.

**10.3** The objects of the committee are to investigate, determine, and make recommendations on matters including but not limited to:

- Introduction of new technology
- Changes to work organisation
- Expansion and investment
- Quality
- Productivity improvement
- New management practices

**10.4** Employee representatives on the committee will have adequate time and access to the persons they represent:

- prior to the Committee meetings to prepare for agenda items.
- following Committee meetings to report back, when necessary, on issues discussed.

**10.5** Union representatives have the right of access to all information and documents held by management relevant to issues being considered by the Committee, with the exception of any documentation, which breaches Company confidentiality.

**10.6** In addition to the consultative committee the Safety, Health & Environment committee in accordance with the provisions of this clause.

## **11. DISPUTE RESOLUTION PROCEDURE**

The dispute settlement procedure provided below, shall apply to any matter in dispute between the company, employees and the Union. While these processes are being followed the parties shall continue work as normal and be committed to avoid stoppages of work, lockouts or other bans or limitations on the performance of work. The Company shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the enterprise.

- (i) Any dispute arising out of employment shall be referred by the union delegate or an individual employee to the Company representative appointed for this purpose.
- (ii) Failing settlement at this level between the Company and the Delegate on the job, the Delegate shall refer the dispute within 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 its Employer Association and the Union Secretary shall take the matter up with the Employer Association.

- (iii) 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.
- (iv) At any time either party shall have the right to notify the dispute to the Industrial Relations Commission.

## **12. SAFETY, HEALTH & THE ENVIRONMENT**

**12.1** The parties agree to establish a Safety, Health & Environment committee. The committee will be set up as per the Work Cover of New South Wales "Guide to Workplace Health and Safety Committees". The meetings are to take place on no less than twelve (12) occasions per annum.

**12.2** Where either a management and/or an employee representative considers that an employee is not fit to attend work on any day, the OH&S Act will apply.

**12.3** The Company has a responsibility under the OH&S Act to provide a safe working environment and all appropriate training.

**12.4** Responsibility for Work Place:

- i) Employees will respond to any reasonable direction to perform work for which they have the skill and capability to perform.
- ii) Employees will respond to directions given with respect to ensuring a safe workplace and will not, either by act or omission, be involved in any activity, which may be reasonably seen to constitute a workplace hazard for the employee, any other employee, or any person legitimately on the premises.
- iii) Employees will utilise at all times any protective clothing or equipment provided while in the workplace. Employees will 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.
- iv) The Company will provide these employees with appropriate documentation relating to the work skills they are aiming to achieve.

## **13. WORKPLACE PERFORMANCE**

### **13.1 Responsibility for Quality of Work Output:**

- i) Employees will continue to demonstrate the capability to perform the work prescribed in their designated classification and to perform all reasonable work expected in line with their relative skills.
- ii) Employees will also demonstrate that they have the skills necessary to exercise a reasonable level of individual quality control over the work they are performing.
- iii) In the event that such skills cannot be reasonably demonstrated the employee will undertake training under supervision and direction.
- iv) Training will be undertaken so that the employee is able to be responsible for work output and quality both individually and as part of a team.
- v) While an employee is under training supervision, the trainer will be responsible for work output, work quality and skill levels. Once the training has been completed or the minimum skill level achieved the newly trained employee will then become responsible for all work performed.
- vi) The Company will provide these employees with appropriate documentation relating to the work skills they are aiming to achieve.

### **13.2 Key Performance Indicators (KPIs)**

- i) Parties to the agreement recognise and are committed to the development and introduction of improvements to increase the efficiency of the organisation. The company uses KPI's to measure overall performance and the effect of any improvements.
- ii) In order to ensure employees can effectively contribute to the process of continuous improvement, the company will share the KPI information with employees.

Appropriate KPI's will be established following discussions with employee representatives, and will be shared with all employees. The following are examples of potential KPI's.

- SH&E incidents and reporting
  - Unit/case movements
  - Unit cost
  - DIFOT
  - Inventory accuracy
- iii) Additional KPI's, or different KPI's may be established following consultation with the employee representatives.
- iv) It is agreed that any targets associated with KPI's will be established through consultation and agreement by all parties.
- v) Management will not use KPI targets to discipline or terminate individual employees.
- vi) These KPI's will be discussed on a regular basis at communication meetings and other forums. Where necessary, the management and employee representatives will discuss ways to improve KPI performance. All parties will remain committed to achieving KPI's by actioning initiatives necessary to improve KPI performance

## **14. CLASSIFICATION STRUCTURE**

- 14.1** For the purpose of this agreement all Storeman & Packer Employees shall be classified according to Appendix C.
- 14.2** The parties agree to work through the consultative process to the reclassification of all existing employees according to National Competency Standards for the industry within the terms of this agreement.
- 14.3** The Company will adopt a grading structure with the objective of providing employees with the maximum opportunity to progress through the structure, as well as a reward mechanism which encourages employees to attain the qualifications necessary to access higher paid positions on the structure.
- 14.4** Once graded under the classification structure, employees will be required to continue to demonstrate the skills and performance capabilities in relation to each of the duties and responsibilities prescribed in each classification with a view to:
- i) Developing and fostering a team approach to undertaking tasks at the workplace, 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 or any other person.
  - ii) Providing avenues by which the employee can become multi skilled and access opportunities for job growth or promotion.

## **15. CLASSIFICATIONS**

See Appendix C.



## **16. CONTRACT OF EMPLOYMENT – ALL EMPLOYEES**

- 16.1** Employment shall commence by provision of an offer letter and acceptance of.
- 16.1.1** Employees shall commence employment on 3 months' probation or may be extended by the company. During the probationary period, the employee or the company may terminate employment at any time. For the purpose of this sub-clause, the probationary period will commence on and from the employee's engagement with the company.
- 16.1.2** The employee may terminate employment by the provision of one week's written notice or by the forfeiture of amount equal to the ordinary time earnings for the period where notice was not properly provided. The company may elect to pay out some or all of an employee's notice.
- 16.1.3** The Company pursuant to the Company Policy may terminate employment of an employee.
- 16.1.4** An employee who does not attend for duty as rostered shall not be paid for the period of absence unless it is in accordance with the leave provisions of this agreement.
- 16.1.5** An employee who is absent from duty for more than 3 days without notification pursuant to any leave provision of this agreement shall be deemed to have abandoned employment on the last day of duty. If the employee is able to satisfy the company that the failure to attend work and the failure to notify the company of that inability was due to genuine circumstances, then the employment will not be deemed to have been abandoned. The company will take steps to advise the employee in writing of any intention to proceed with a termination due to abandonment of employment.
- 16.1.6** Provided that an employee whose employment is terminated by the Company on the working day immediately preceding a holiday or holidays other than from misconduct shall be paid for such holiday or holidays. This subclause is not to apply to an employee during the first 3 months of engagement.
- 16.1.7** Each employee on the termination of his/her employment shall on request, be given a statement in writing by the Company, stating the position held by the employee and the length of service.

### **16.2 Contract of Employment – Full Time**

A full time employee is one who works an average of 38 ordinary hours' work per week over a period of four consecutive weeks.

### **16.3 Contract of Employment – Part Time**

- 16.3.1** The company may employ part-time employees.
- 16.3.2** Part-time employees shall have a minimum start per occasion of three continuous hours other than as provided at sub- clause 16.3.3 & 16.3.4
- 16.3.3** A part-time employee may have a minimum start of three continuous hours, on two or more days per week, provided that:  
The average maximum number of ordinary hours worked per week must not exceed 38.
- 16.3.4** Part-time employees will receive the same ordinary hourly rate as paid to full-time employees of the same classification.

- 16.3.5** If a part-time employee agrees to work additional hours to those specified as the minimum, those additional hours will be paid at the same rate as paid to full-time employees of the same classification. No penalty payments are made unless and until the hours worked by the part-time employee fall outside the ordinary full-time hours applicable to full-time employees.
- 16.3.6** By consent, a part-time employee may have their "fixed" hours and days varied, provided that they are consistent with the provisions of this clause.
- 16.3.7** By consent, a full-time employee may become a part-time employee provided their hours are consistent with the provisions of this clause.
- 16.3.8** All part-time employees will be entitled to all benefits and conditions as for full-time employees, provided that such benefits and conditions will apply on a pro rata basis.

**16.4 Contract of Employment – Casual**

- 16.4.1** The company may employ casual employees.
- 16.4.2** A casual employee is employed on an hourly basis, and has no reasonable expectation of regular work.
- 16.4.3** A casual employee may be employed for not less than four hours at each start, and shall be paid at the hourly rate of one thirty-eighth of the weekly wage for the grade in which the employee is engaged, plus a loading of 15 per cent on ordinary hours. A casual employee shall also receive a 1/12 loading on each ordinary hour worked, for annual leave.
- 16.4.4** A casual employee shall not be entitled to annual leave, sick leave, bereavement leave, parental leave, public holidays, and any such benefits that accrue to weekly employees as the 15 per cent loading and 1/12 annual leave loading paid to casual employees is in recompense.
- 16.4.5** Casual employees shall be offered full time employment with Yates Australia after 12 months continuous casual employment.

**17. LABOUR HIRE**

The company may use labour that is employed by another commercial entity, which contracts with the company to provide labour ("labour hire").

Labour hire / Agency employees shall be offered full time employment with Yates Australia after 12 months continuous casual employment.

**18. TRAINING**

- 18.1** In conjunction with the ongoing development of the job matrix, a skills matrix for each job classification will be developed through the consultative process. 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:
- 18.1.1** Where directed by the Company, employees will undertake courses as if it were part of their normal work requirements during normal working hours without loss of ordinary earnings. In such cases the Company will pay all course costs, and recognise achievement within the Company structure, subject to positions being available.
- 18.1.2** Where courses are undertaken "privately", prior to enrolling in the course and subject to agreement with the company on the relevance of the course, the company will reimburse the course cost upon successful completion.

- 18.2** The Company will not direct employees to undertake such training in circumstances where employees have reasonable grounds to decline or refuses such courses, or where it would be unreasonable to expect employees to undertake the courses. This may mean that opportunities for advancement for employees may be limited, however the Company may in the circumstances of the particular job function, recognise that skills have been acquired by employees through on-the-job participation and experience. Recognition of these skills acquired would be as if they had been acquired through formal training processes.
- 18.3** Union delegate(s) may take for the purposes of trade union training up to a maximum of 5 days per annum. Such leave cannot be accumulated. Timing of such training shall be in accordance with operational needs and will not be scheduled in peak production periods.

## **19. RESIGNATION**

- 19.1** Resignation: An employee who has reached a decision to resign from employment must give at least one weeks notice, or else forfeit pay equivalent to amount of notice not given. Such forfeiture may be made from any monies due to the employee on termination; including any amount due for accrued annual leave entitlement.
- 19.2** Employees are to complete the "Notice of Resignation" form, which should indicate the employee's final working day. This form should be handed to the employee's supervisor as part of the acceptance procedure by the Company.

## **20. WAGES**

- 20.1** All employees who are bound by this agreement shall be paid a minimum wage increase of:
- (i) **4%** shall be payable from the beginning of the first full pay period to commence as per section 4.2.
  - (ii) **4%** shall be payable from the beginning of the first full pay period to commence on or after 1 January 2007.
  - (iii) **4%** shall be payable from the beginning of the first full pay period to commence on or after 1 January 2008.
- 20.2** Details of minimum rates of pay for each classification can be found in Appendix A. Specified rates include all work related allowances eg: forklift allowances, etc.

## **21. METHOD OF PAYMENT OF WAGES**

- 21.1** Wages shall be paid by the week, by electronic funds transfer in to the employees nominated bank account(s).
- 21.2** All employees will be issued with a pay advice slip showing all monies paid for that week, and will include the hours worked as well as overtime hours, sick leave accrual, annual leave, etc.
- 21.3** Wages of weekly employees shall be paid not later than Thursday of each week.

## **21.4 Workers Compensation Make-up Pay**

Subject to the provisions of the NSW Workers Compensation Act, in the event of an employee being injured in a work-related accident or incident and being medically certified incapacitated or partially incapacitated. The Company agrees to ensure that during such period(s) the wages of the employee shall be topped up and in accordance with;

- At their normal weekly rate\* of pay for periods of incapacity.
- At least equivalent to the wages that would have been earned by the employee, exclusive of overtime, had the injury or illness not occurred, for a period up to 26 weeks from the date of the injury or incident.
- \*"Normal weekly rate" means the ordinary time rate of pay for the employee concerned.

## **22. MIXED FUNCTIONS**

An employee employed in a higher classification for two hours or more for which a higher rate of pay is provided for herein, shall receive such higher rate of pay for the full day.

If employed for less than two hours on any day or any such higher classification, he shall receive such higher rate of pay whilst so employed.

No employee shall suffer any reduction in wages if temporarily employed on work other than on which he is regularly employed and for which a lower rate is provided for herein.

## **23. ALLOWANCES & SPECIAL RATES**

### **23.1 First Aid**

The employee who is appointed as a first-aid attendant shall be paid an additional payment at the rate as set out in Appendix B.

### **23.2 Meal Allowance**

An employee who works overtime for more than one and a half hours on any day or shift after the fixed ceasing time shall be paid on such day the amount as set out in Appendix B 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 amount as set out in Appendix B.

### **23.3 Fares and Travelling Times**

**23.3.1** All weekly employees shall be paid at ordinary rates (or overtime rates if overtime is worked) for all times occupied in travelling to and from work when they are required or directed to work at a place other than their usual place of work. When employees have a fixed starting point, they shall be paid for all time occupied in travelling between the starting point and their work and for all time in excess of half an hour from the work to the starting point. All fares shall be paid by the Company.

**23.3.2** If employees are unable to reach their homes at night, all reasonable expenses incurred, in addition to fares, overtime rates if worked and weekly rates for the class of work prescribed herein, shall be paid to them.

**23.3.3** An employee who is required by his Company to use his own motor vehicle for travelling on the Company's business shall be paid a rate as set out in Appendix B.

## **24. HOURS**

### **24.1 Ordinary Days of Work**

The ordinary days of work shall be any 5 days Monday to Sunday inclusive, provided that employees who were employed prior to 1 January 2000 shall not be required to work ordinary time on Saturday or Sunday without their consent.

### **24.2 Ordinary Hours of Work**

**24.2.1** The ordinary hours of work shall be an average of 38 per week over a period of four consecutive weeks, Monday to Sunday which shall be worked in no more than 5 consecutive days per week.

**24.2.2** Any work performed on the 6th and subsequent days will be paid at overtime rates as per clause 27 Overtime.

**24.2.3** The daily span of hours shall be worked between 6:00am and 6:00pm. The Company may agree with an individual employee or group of employees for the employee(s) to work ordinary hours between a span, which commences either prior to 6:00am or finishes later than 6:00pm. In such circumstances the morning shift allowance (clause 28.3) shall not apply.

**24.2.4** Any ordinary hours arrangement outside the span of 6:00am 6:00pm must be by mutual agreement, no employee shall be placed under duress to work ordinary hours commencing prior to 6:00am or finishing after 6:00pm. Any employee volunteering to work outside the normal span of 6:00am and 6:00pm can withdraw by giving 7 days notice.

**24.2.5** The ordinary hours of work may be rostered in any of the following patterns:

- i) 5 equal days per week.
- ii) 19 equal days in a 20 day period.
- iii) 4 equal days and 1 short day per week.
- iv) 4 equal days per week.
- v) Any other agreed method of implementation which may include an accrual system for a rostered day off to a pattern determined by the company, with up to 5 days of accrual subject to the provisions of the following:

(a) The Company, with the agreement of a majority of employees, may substitute the day an employee is to take off in accordance with 24.2.5 (v) of this subclause, for another day in the case of a breakdown in machinery, a failure or shortage of electric power to meet the requirements of the business in the event of rush orders or some other emergency situation.

(b) An employee who is required by his/her Company to work on his/her scheduled day off in circumstances other than those in paragraph (a) of this subclause shall be paid overtime rates or be granted an alternative day off. Such choice shall be at the option of the employee.

(c) An individual employee, with the agreement of the Company, may substitute the day he/she is to take off for another day.

**24.2.6** Subject to the provisions of subclause 24.2.1, of this clause and subclauses 28.2 & 28.3, should the majority of employees in the establishment agree, the ordinary hours may exceed eight (8) on any day, to enable a weekday off to be taken more frequently than would otherwise apply.

**24.2.7** Different patterns of hours may be applied to different areas or sections of employees.

**24.2.8** Changes to ordinary hour rosters shall be introduced by consultation and agreement with the employees concerned. Where agreement cannot be reached, the matter will be resolved in accordance with the Dispute Resolution Procedure in clause 11.

**24.2.9** Time worked before the commencement or after the cessation of ordinary hours shall be paid for at overtime rates may be counted as ordinary hours by agreement.

## **25. MEAL BREAKS**

**25.1** Not less than twenty four (24) minutes nor more than one hour shall be allowed for meal breaks. No employee shall be required to work for more than five hours without a break for a meal. Such meal break shall not count as time worked.

**25.2** An employee who has worked overtime for more than one and a half hours after their normal finishing time (and who was not notified of the requirement to work overtime no later than the previous day) shall be paid a meal allowance or provided with a meal.

**25.3** Subject to sub-clauses 25.1 & 25.2, the Company may require an employee to work during his/her recognised meal break as part of his/her ordinary time.

## **26. MORNING REST PERIOD**

All employees rostered to work a shift of more than five (5) hours shall be allowed 15 minutes each morning as a rest period for morning tea, such time to be counted as time worked.

## **27. OVERTIME**

**27.1** All time worked in excess of ordinary hours shall be paid for at the rate of time and one half of the first 2 hours and double time thereafter.

**27.2** An employee recalled to work overtime after leaving the Company's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time he is so recalled. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to his Company's premises to perform a specific job outside his ordinary working hours or where the overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary working time.

**27.3** When overtime work is necessary it shall be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

### **27.4 Crib Time**

An employee working overtime shall be allowed a crib of twenty (20) minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

## **28. SHIFT WORK**

### **28.1 Definitions:**

For the purposes of this clause:-

**"Early Morning Shift"** means any shift commencing at or after midnight and before 6.00 a.m.

**"Afternoon Shift"** means any shift finishing after 6.00 p.m. and at or before midnight.

**"Night Shift"** means any shift finishing subsequent to midnight and at or before 8.00 a.m.

### **28.2 Variations by Agreement**

The method of working shifts may in any case be varied by agreement between the Company and the accredited representative of the union to suit the circumstances of the establishment. The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the accredited representative of the union to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the Company to the employees.

### **28.3 Early Morning Shift Allowances**

**28.3.1** A shift worker whilst on early morning shift shall be paid for such shift a penalty payment of twelve and a half (12 ½ ) per cent in addition to his/her ordinary rate of pay. This allowance shall not apply in accordance with clauses 24.2.3 & 24.2.4, where by mutual agreement employees work ordinary hours commencing prior to 6am.

### **28.4 Afternoon or Nightshift Allowances**

**28.4.1** A shift worker whilst on afternoon or night shift shall be paid for such shift 15 per cent more than his ordinary rate.

**28.4.2** An employee who:

1. during a period of engagement on shift, works night shift only, or
2. remains on night shift for a longer period than four consecutive weeks, or
3. works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle; shall during such engagement period or cycle be paid 30 per cent more than his ordinary rate for all time worked during ordinary working hours on such night shift.

Company by a relief person that they will be absent from work and the employee whom they should relieve is not relieved and is required to continue to work on their rostered day off the unrelieved employee shall be paid

### **28.5 Requirements to work reasonable overtime**

The Company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

## **28.6 DAYLIGHT SAVING:**

Notwithstanding anything contained elsewhere in this agreement, in any area where by reason of the legislation of a State summer time is prescribed as being in advance of the standard time of that State the length of any shift:

- (a) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period, and
- (b) commencing on or before the time prescribed by such legislation for the termination of a summer time period, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

In this subclause the expression "standard time" and "summer time" shall be the same meaning as are prescribed by the relevant State legislation.

## **29. HOLIDAYS**

**29.1** The days upon which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, and Boxing Day are observed, together with any day gazetted or proclaimed as a public holiday for the district in which the employee is employed, shall be holidays.

**29.2** In addition to the holidays specified in subclause 29.1, of this clause, one additional paid holiday (in lieu of Picnic Day) shall apply in each calendar year to an employee on weekly hire. By agreement between the Company and the majority of employees another day may be substituted for the additional holiday prescribed by this subclause in the Company's undertaking.

**29.3** In the case of an employee whose ordinary hours of work are arranged in accordance with subclause 24.2.6, Hours, of this agreement, the weekday to be taken off shall not coincide with any holiday fixed in accordance with subclauses 29.1 & 29.2 of this clause, provided that in the event that a holiday is prescribed after an employee has been given notice of his/her weekday off, and the holiday falls on the weekday the employee is to take off, the Company shall allow the employee to take the day off on an alternative weekday.

**29.4** Where an employee is absent from his/her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the Company, the employee shall not be entitled to payment for such holiday. Reasonable excuse shall be satisfied by certificate from a duly qualified medical practitioner or a statutory declaration. An employee shall notify the Company of such an absence prior to normal starting time wherever practicable.

## **30. HOLIDAY AND SATURDAY/SUNDAY RATES OF PAY**

**30.1** All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time.

**30.2** All time worked on holidays, other than the aforesaid, shall be paid for at double time and one-half.



**30.3** For work performed on a holiday which falls on a Saturday payment shall be made at the rate of double time and one-half.

**30.4** The minimum payment for work performed on Sundays and holidays shall be 4 hours at the appropriate rate.

**30.5 Saturday Work**

(a) Ordinary time worked on Saturday will attract a loading of 50% on the ordinary time rate of pay.

(b) Employees required to work overtime on Saturday will be paid for a minimum of 4 hours overtime, unless the overtime is continuous with rostered ordinary time.

(c) If an employee fails to present for work at the time requested, the company is not obliged to start the employee and no overtime payment would be made.

**30.6 Sunday Work**

(a) Ordinary time worked on Sunday will attract a loading of 100% on the ordinary time rate of pay.

(b) All overtime worked on Sunday shall be paid at double time, with a minimum payment of 4 hours unless the overtime is continuous with rostered ordinary time.

(c) If an employee fails to present for work at the time requested, the company is not obliged to start the employee and no overtime payment would be made.

## **31. REDUNDANCY**

**31.1 Introduction of Change:**

**31.1.1 Company's Duty to Notify:**

(1) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the union to which they belong.

(2) `Significant effects' include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

**31.1.2 Company's Duty to Discuss Change:**

(1) The Company shall discuss with the employees affected and the union, inter alia, the introduction of the changes referred to in paragraph 31.1.1 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to

matters raised by the employees and/or the union in relation to the changes.

- (2) The discussion shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in Paragraph 31.1.1 of this sub-clause.
- (3) For the purpose of such discussion, the Company shall provide to the employees concerned and the union all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.

## **31.2 Redundancy:**

### **31.2.1 Discussions Before Terminations.**

- (1) Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing done by anyone pursuant to sub-paragraph (1) of 31.1.1, and that decision may lead to the termination of employment, the Company shall hold discussions with the employees directly affected and with the union.
- (2) The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provision of subparagraph (1) of this sub-clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimize the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion, the Company shall, as soon as practicable, provide to the employees concerned and the union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.

## **31.3 Termination of Employment:**

### **(a) Notice for Changes in Production, Programme, Organisation or Structure.**

This sub-clause sets out the notice provisions to be applied to terminations by the Company for reasons arising from "production", "programme", "organisation" or "structure" in accordance with sub-clause 31.1.1(1) above.

- (1) In order to terminate the employment of an employee the Company shall give to the employee the following notice:

<b>Continuous Service</b>	<b>Period of Notice</b>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(b) **Notice for Technological Change.**

This sub-clause sets out the notice provisions to be applied to terminations by the Company for reasons arising from "technology" in accordance with sub-clause 31.1.1(1) above:

- (1) In order to terminate the employment of an employee the Company shall give to the employee 3 months notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this sub-clause to be given shall be deemed to be service with the Company for the purposes of the *Long Service Leave Act, 1955*, the *Annual Holidays Act, 1944*, or any Act amending or replacing either of these Acts.

(c) **Time Off During the Notice Period.**

- (1) During the period of notice of termination given by the Company, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) **Employee Leaving During the Notice Period.**

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(e) **Statement of Employment.**

The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(f) **Notice to Appropriate Commonwealth Agency.**

Where a decision has been made to terminate employees, the Company shall notify the *Appropriate Commonwealth Agency* thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(g) **Centrelink Employment Separation Certificate.**

The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Centrelink.

(h) **Transfer to Lower Paid Duties.**

Where an employee is transferred to lower paid duties for reasons set out in subparagraph 31.1.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the Company may, at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

### **31.5 Severance Pay**

(a) Redundancy: Employees who have been retrenched on account of redundancy will be paid, in addition to any accrued entitlements (sick leave, long service leave and annual leave), a severance payment as follows:

- i) Two (2) weeks at the employee's base rate of pay for every year of service, up to a maximum of 52 weeks.
- ii) For service of less than one (1) year, one week's pay for each six months of service or part thereof.

## **32. SICK LEAVE**

**32.1** Employees are entitled to leave of absence as prescribed in 32.2 when they cannot attend for work on account of genuine illness or injury. Such leave will be approved by the Company subject to:

- a) Within one hour of the normal time for commencement of the employee's shift, the employee will use their best endeavours to advise their immediate Supervisor or Manager of their absence, and potential duration of the absence.
- b) Where a Supervisor or Manager is unavailable, the employee should leave a message with an employee in their Department. Where this is not practicable, the employee should seek to contact such persons at the earliest practicable time, being a time when the designated people become available.
- c) In the event that the employee does not ensure notification to the Company as required, the Company may refuse to accept the claim for sick leave but may grant the period of absence as "leave without pay."

- d) The Company may require a Medical Certificate for the claimed illness or injury if it involves two or more consecutive days of absence. If required, the Medical Certificate must be produced at the first available opportunity, and in any event within one month of the claim for leave being made. The Company may delay the payment for leave until the requested substantiation is produced.

**32.2** For the purpose this agreement, an employee will be entitled to up to 5 days sick leave during the first year of employment and 10 days in the second and subsequent years of employment and such leave shall be cumulative.

**32.3** As an incentive to reducing absenteeism through sick leave, the following scheme will apply for the duration of this agreement.

- a) This scheme covers those employees who have accrued in excess of 20 days sick leave on their anniversary of their commencement date. Payment for the scheme will only be made on the employee's anniversary of commencement and at their written request.

b) This scheme is subject to:

- i) After each year of employment, (i.e. on the employee's anniversary date) that employee may choose to be paid for sick leave hours accrued, but not taken, during the previous twelve months that are in excess of 20 accrued days. Payment will be at the employee's applicable ordinary rate of pay at that time, and such payment will cancel any right to accumulate sick leave for that period.
- ii) An employee, whose sick leave entitlement is below 20 days by virtue of sick leave being taken, the employee will not be entitled to claim the benefits of cash payment for sick leave accumulation until such time that the minimum accrued threshold of 20 days is reached.
- iii) Where either a management, and/or an employee representative determine that an employee is not fit to attend work on any day, the employee will be directed to return home and the employee will comply with such direction. Subject to the employee having a sick leave credit, the employee will be granted sick leave for the day.

### **33. PERSONAL/CARER'S LEAVE:**

#### **33.1 Use of Sick Leave**

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 32, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) the employee being responsible for the care of the person concerned;  
and

- (ii) the person concerned being:
  - (a) a spouse of the employee; or
  - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married too that person; or
  - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
    - 1. "relative" means a person related by blood, marriage or affinity;
    - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.

### **33.2 Unpaid Leave For Family Purpose**

An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause 33.1 who is ill.

### **33.3 Annual Leave**

- (a) An employee may elect with the consent of the Company, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) An employee and the Company may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

**33.4 Time off in lieu of Payment for Overtime**

- (a) An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the agreement.

**33.5 Make up Time**

- (a) An employee may elect, with the consent of the Company, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the Company, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

**33.6 Rostered Days Off**

- (a) An employee may elect, with the consent of the Company, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the Company, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the Company, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Company and employee, or subject to reasonable notice by the employee or the Company.

**34. ANNUAL LEAVE**

Employees covered by this Agreement will be entitled to annual holidays as prescribed in the *Annual Holidays Act 1944*.

**35. ANNUAL HOLIDAYS LOADING**

**35.1** Before an employee is given and takes his annual holiday, or where by agreement between the Company and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause: (Note: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause 35.4 of this clause.)

**35.2** The loading is payable in addition to the pay for the period of holidays given and taken and due to the employee under the Act.

- 35.3** The loading is the amount payable for the period or the separate period at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed in appendix A, for the classification in which the employee was employed immediately before commencing his/her annual holiday, but shall not include any other allowance, penalty or disability rates, shift allowances, commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this Agreement.
- 35.4** No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause 35.3 applying the agreement rates of wages payable on that day.
- 35.5** Where, in accordance with the Act the employers' establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
- (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with clause 35.3:
  - (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act such proportion of the loading that would have been payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the close-down as his qualifying period of employment in completed weeks bears to 52.
- 35.6** (a) When the employment of an employee is terminated by the Company for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled, he/she shall be paid a loading calculated in accordance with subclause 35.3 for the period not taken.
- (b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.
- 35.7** This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if he/she had not been on holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

## **36. LONG SERVICE LEAVE**

Long service leave shall be provided in accordance with the New South Wales *Long Service Leave Act, 1955*.

## **37. PARENTAL LEAVE**

Parental Leave shall be provided in accordance with the New South Wales *Industrial Relations Act 1996*.



## **38. BEREAVEMENT LEAVE**

**38.1** Bereavement Leave will be available to employees 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).

Up to two days in any one-year is available.

**38.2** An employee shall be entitled on notice to bereavement leave, up to and including the day of the funeral, without deduction of pay on each occasion of the death of a person prescribed in sub-clause 38.4 below.

**38.3** The employee shall provide proof of death to the satisfaction of the Company, if required by the Company.

**38.4** Bereavement Leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal Carer's Leave in sub-clause 33.1(c)(ii) of Clause 33 provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

**38.5** An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

**38.6** An employee shall be entitled to bereavement leave under this clause in the event of the death outside Australia of a person prescribed in sub-clause 38.4 above, if the employee goes overseas to attend the funeral.

**38.7** Bereavement leave may be taken in conjunction with other leave available under sub-clauses 33.1(a), 33.2, 33.3, 33.4, 33.5 and 33.6 of Clause 33 - Personal/Carers' Leave. In determining such a request, the Company will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

## **39. JURY SERVICE**

An employee shall be allowed leave of absence during any period when required to attend for jury service.

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's award rate of pay as if working.

An employee shall be required to produce to the Company proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the Company notice of such requirements as soon as practicable after receiving notification to attend for jury service.

## **40. REPATRIATION LEAVE**

Upon the production of evidence satisfactory to the Company, an employee who is entitled to supervision by the Department of Veterans' Affairs, shall be entitled to be paid the employee's award rate of pay, provided the Company shall be obliged to make such payments on not more than four occasions in any year and payment is not to exceed four hours' pay on each occasion.

## **41. SUPERANNUATION**

Superannuation shall be paid in accordance with the *Superannuation Guarantee (Administration) Act 1992*.

## **42. COMMITMENT TO DEVELOP AND MODERNISE AGREEMENT**

**42.1** Both parties will continue to:

- i) Negotiate ways to develop the agreement which allows the Company to operate in a flexible manner, optimise productivity and increase operational efficiency.
- ii) Test and review the wage and classification structure in order to ensure:
  - 1] It does not disadvantage any employee, without creating any false expectation for an employee or unreasonable expectation by the Company.
  - 2] It provides access to training in order for employees to undertake a wider range of duties for either job growth or promotion.
- iii) That employees can perform all reasonable duties that are incidental or peripheral to their designated classification in order to effectively and efficiently undertake their main tasks or duties.
- iv) Discuss and negotiate, in either a general or specific way, any agreement matter or any reasonable provision or arrangement which is consistent with the objective of providing more flexible and productive working arrangements, improving the quality of working life, enhancing the skills and job satisfaction of employees, or assist positively in the overall process of restructuring.

## **43. RIGHT OF ENTRY**

- (a) An official or officer of the Union(s) shall act in accordance with the *NSW Occupational Health and Safety (OH&S) Act*.
- (b) An official or officer of the Union(s) will be permitted to enter the workplace during normal office hours for the purpose of conducting union business and matters incidental to union business, by reporting to reception on arrival and following all site procedures.

## **44. MEETINGS**

Meetings between the union(s) and employees on site will be paid as ordinary time provided:

- i) If the meeting is longer than 30 minutes, the portion of the meeting exceeding 30 minutes will be unpaid.
- ii) There are six (6) or fewer such meetings in any 12-month period. Meetings held exceeding this frequency will be unpaid.

## **45. PAYROLL DEDUCTIONS**

**45.1** The Company agrees to the provision of a direct debit facility for employee union deductions upon employee request.

**45.2** All employees who are members of the Union to whom this enterprise agreement applies, may be covered by a Sickness and Accident Income Protection Plan, approved and endorsed by the Union at the employees request. Such payments will be deducted from the employee's wages.

#### **46. RENEGOTIATION**

Three months prior to the expiry of the agreement the parties will commence negotiations with the clear intention of renewing the agreement

#### **47. POLICIES**

A number of company policies exist to cover issues not directly contained in this Enterprise Agreement, such as the Drug and Alcohol Testing Policy.

These policies will continue to be applicable to employees covered by this Agreement. These policies may be amended or deleted from time to time. New policies may be introduced as circumstances require.

Where there is inconsistency between Company policy and this Agreement, this Agreement shall take precedence.

**48. SIGNATORIES**

SIGNED by the Parties on the                    day

SIGNED by.....

For and on behalf of Yates Australia

In the presence of:

SIGNED by.....

Of the NUW  
For and on behalf of the  
Employees of  
Yates Australia, Mt. Druitt  
Warehousing & Distribution

In the presence of:

## APPENDIX A

### WAGES SCHEDULE

Classification	Minimum Rate of Pay effective 1 January 2006	Minimum Rate of Pay effective 1 January 2007	Minimum Rate of Pay effective 1 January 2008
Storeman & Packer Level 1	644.10	669.87	696.66
Storeman & Packer Level 2	660.85	687.28	714.77
Storeman & Packer Level 3	683.17	710.49	738.91
Storeman & Packer Level 4	732.35	761.64	792.11
Storeman & Packer Level 5	772.38	803.27	835.40

## APPENDIX B

### SPECIAL RATES & ALLOWANCES

Item	Description	Amount Effective 1 Jan 2006	Amount Effective 1 Jan 2007	Amount effective 1 Jan 2008	
1	Overtime – more than 1.5 hour without prior notice	9.95	10.35	10.76	per meal
2	Use of own vehicle	0.63	0.66	0.68	per km
3	First-aid	9.65	10.04	10.44	per week

**APPENDIX C**  
**DEFINITIONS OF CLASSIFICATIONS**

	<b>GRADE 1</b>	<b>GRADE 2</b>	<b>GRADE 3</b>	<b>GRADE 4</b>	<b>GRADE 5</b>
<b>Organisation Understanding</b>	Understands where the functions of the organisation are located including the location of other sites in the local area.	Understands the work of the areas that are regularly dealt with.	General understanding of the departments & sections of a division or organisation.	Knowledge of related work in other organisation units & external organisations.	Detailed knowledge of organisations. General knowledge of roles of customer & supplier organisations.
<b>Teamwork</b>	Capable of meeting work requirements on time under direct supervision.	Capable of meeting work requirements on time under routine supervision.	Checks the work of less experienced staff. Show initiative within a team, Assists in the training of less experienced staff as instructed.	Leads a small team of staff. Trains new staff, distribute work & maintain standards.	Leads team of up to 12 staff. Trains new staff, distribute work and maintain standards, meets deadlines.
<b>Interpersonal Skills</b>	Interacts with people to obtain and give straightforward facts by phone or orally.	Interacts with people via the use of documentation to give or receive straightforward facts.	Takes request over the phone such as stock enquiries. Obtains information over the phone eg. schedule dates.	Handles complex and/or non-routine inquire on a regular basis. Contacts external organisations, supplies. Advises internal staff and/or customers of arrangements made.	Deals regularly with correspondence or inquiries from professional firms and senior managers of external organisations.
<b>Computer Operation</b>	Collects & delivers input forms & computer printouts.	Data entry of numerical alpha data which is easily read. Elementary understanding of computer operations eg, warehouse management system, inventory control, work orders.	Checks that the data entry is correct. Understands computer printouts and identifies problems. Understands relevant modules of the computer system eg, warehouse management system, inventory control, work orders.	Able to use relevant software to analysis information, eg, spreadsheets, financial formulae, inventory usage. Organise, deletes & archives files.	Assist with implementation of guidelines & procedures in respect to computer operations. Recommends change to guidelines or procedures.
<b>Clerical</b>	Completes simple forms. Collects & delivers documents between warehouse & other areas. General messenger work. Uses simple equipment eg,	Completes forms using easily obtained information. Simple copying. Keep accurate records. Uses basic office equipment eg phones, fax, copier.	Maintains files. Answers general queries regarding the availability of information often with the guidance from a more experienced person. Organises & prioritises own	Answers queries which require a knowledge of office systems. Obtains information from multiple sources including collating and/or summarising	Identifies the need to change procedures. Assist with review and/or development. Implementation & monitoring or policies and

	telephone & photocopier.		daily work load. Efficiently organises own work space. Contacts service technician when necessary.	information, provides guidance on the use of office equipment.	procedures. Assists with the development and implementation of new office equipment and systems. Organises and co-ordinates a significant volume of work to meet strict deadlines. Handles multiple priorities.
<b>Quality &amp; Standards</b>	Gains an understanding or relevant quality requirements and complies. Gains an understanding of other operational standards including OH&S standards.	Has a working knowledge & adheres to quality standards & procedures. Adheres to all relevant standards including OH&S standards.	Adheres to detailed & precise quality procedures & standards. Inspects own work to ensure standards are met. Suggests changes to improve quality to own work area.	Adheres to detailed & precise quality standards that may require some interpretation or understanding of variations.	Understands the reasons for the quality standards. Able to recommend changes to quality procedures and standards.
<b>Warehouse &amp; Distribution</b>	Sorts forms into various categories. according to a well-defined routine. General messenger, pick-up & delivery work. Performs simple repetitive tasks. Undertakes packing.	Matches stock inventory codes with source documentation. Receives & issues stock eg, picking functions. Has a good knowledge of stock locations. Able to find stock in locations.	Performs various calculations on stock usage. Keeps stock records. Checks materials requirements with stock availability. Compares actual against planned usage. Reconciles differences.	Arranges replenishment of with stocks from standard daily & weekly information sources. Provides dispatch department daily & future dispatch & loading requirements. Monitors loading progress daily to ensure schedules are met.	Prepares statistical information for management. Prepares regular variance reports showing trends. Answers routine queries arising from the reports.
<b>Production/ Packing</b>	Operates machinery & equipment that requires the acquisition of basic skills & minimal variation to settings. Performs work comprising simple repetitive tasks. Undertakes packing.	Performs work that requires to limited judgements and changes machine and equipment settings to meet production/packing specifications. Typical work involves long routine production/packing runs involving standard inputs on a variety of machines.	Under limited supervision operates machinery & equipment for production/packing runs that are routine. Identifies problems with raw materials & takes appropriate action. Performs basic routine maintenance on machinery & equipment. Sets up machinery & equipment involving a number of technical functions involved in commissioning & operating more automated equipment.	Handles production/packing runs requiring an in depth applied knowledge of the production/packing system and procedures.	Can perform all procedures and operate equipment required of other group members.

<b>Seed Knowledge</b>	Gains a basic understanding of different seeds	Able to distinguish different varieties of seeds.	Understands how to handle and difference between varieties of seeds. Applies straightforward treatment processes to most seed varieties.	Good working knowledge of how different treatments & processes affect seeds. Able to treat and apply all relevant processes to seeds. Understands relevant theory in respect to the treatment and processing of seeds.	Identifies problems in the treatment and processing of seeds. Recommends changes.
<b>Technical Skills</b>	N/A	N/A	Sets up machinery and equipment for precision operation without supervision. Performs routine maintenance and repairs on equipment eg, removes, cleans, repairs & reinstalls. Contacts service technician when necessary eg, machine breakages.	Provides guidance on the use of equipment. Ensures equipment is kept fully operational. Provides advice on the capabilities of equipment to ensure optimal output. Sets up machinery and equipment as part of a sequence of activities in a sub-system.	Can set up for the precision operation of a variety of equipment & machinery. Can perform technical work involving a number of production/packaging systems.
<b>Qualifications &amp; Experience Guidelines</b>	Meets minimum aptitude tests, cut offs or other relevant criteria	Certificate 1 or equivalent. Forklift Permit (optional)	Up to trade certificate level or equivalent experience. Forklift license.	Relevant number of advanced certificate modules or equivalent experience. Has completed basic supervision course eg TAFE.	Has good coordination & interpersonal skills. Able to make sound decisions. Has completed supervision or management courses.