

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA01/49

TITLE: Arthur Yates Mt. Druitt Warehousing & Distribution Enterprise Agreement

I.R.C. N : 2000/1766

DATE APPROVED/COMMENCEMENT: 19 May 2000

TERM: 20 months

NEW AGREEMENT OR

VARIATION: New

DATE OF REFERENCE: 16 March 2001

DATE TERMINATED:

NUMBER OF PARTIES: 16

COVERAGE/DESCRIPTION

EMPLOYEES: Applies to all employees of the Company engaged pursuant to the Storeman & Packers General (State) Award

PARTIES: Arthur Yates & Co Limited -&- National Union of Workers, New South Wales Branch



ARTHUR YATES & COMPANY LIMITED
A.C.N. 000 004 688

ENTERPRISE AGREEMENT

Arthur Yates, Mt. Druitt – Warehousing & Distribution

1. TITLE

This Agreement shall be known as the Arthur Yates & Co. Limited Mt Druitt Warehouse Agreement 2000 ("this agreement").

2. SCOPE OF AGREEMENT AND PARTIES BOUND

This agreement is made in relation to Arthur Yates & Co. Limited ("the company") and the NSW branch of the National Union of Workers, and covers those employees 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 Commission of NSW. The nominal term of this award expires on 1 January 2002. In the event that the agreement is not renewed, this agreement will remain in force.

4. SUPERSESSSION

This agreement is the sole source of all employment condition 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 Any and all previous awards and any previous agreements whether registered or not, including any oral agreements are superseded by this agreement.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 cover by this agreement, then the award shall prevail.

5. CONTRACT OF EMPLOYMENT – ALL EMPLOYEES

- (a) Employment shall commence by provision of an offer letter and acceptance of.
- (b) 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.



- (c) 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.
- (d) The company pursuant to the Company Policy may terminate employment of an employee.
- (e) An employee who does not attend for duty as rostered shall not be paid for the period of absence unless it is accordance with the leave provisions of this agreement.
- (f) 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.

6. CONTRACT OF EMPLOYMENT – FULL TIME

A full time employee is one who is to be provided with not less than an average of 38 ordinary hours' work per week.

7. CONTRACT OF EMPLOYMENT – PART TIME

- (a) The company may employ part-time employees.
- (b) Part-time employees shall have a minimum start per occasion of three continuous hours other than as provided at sub- clause 7(c).
- (c) A part-time employee may have a minimum start of three continuous hours, on two or more days per week, provided that:
- (d) The average maximum number of ordinary hours worked per week must not exceed 38.
- (e) Part-time employees will receive the same ordinary hourly rate as paid to full-time employees of the same classification.
- (f) 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.



- (g) 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.
- (h) By consent, a full-time employee may become a part-time employee provided their hours are consistent with the provisions of this clause.
- (i) 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 prorata basis.

8. CONTRACT OF EMPLOYMENT – CASUAL

- (a) The company may employ casual employees.
- (b) A casual employee is employed on an hourly basis, and has no reasonable expectation of regular work.
- (c) 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.
- (d) 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.

9. LABOUR HIRE

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

10. 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.

11. ORDINARY HOURS OF WORK

- (a) The ordinary hours of work shall be 38 per week Monday to Sunday, which shall be worked in no more than five consecutive days per week
- (b) Any work performed on the 6th and subsequent days will be paid at overtime rates as per clause 12 Overtime
- (c) The daily span of hours shall be worked between 6:00am and 6:00pm. The Company may agree with an individual employee for

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the employee to work ordinary hours between a span, which commences either prior to 6:00am or finishes later than 6:00pm.

- (d) Any employee volunteering to work ordinary hours outside the span of 6:00am and 6:00pm must do so in writing, 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.
- (e) 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.
- (f) Different patterns of hours may be applied to different areas or sections of employees.
- (g) 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 Continuity of Operations and Disputes and Grievance Procedure.
- (h) 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.

12. Morning Rest Period

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

13. OVERTIME

- (a) All time worked in excess of ordinary hours shall be paid for at the rate of time and one half for the first 2 hours and double time thereafter.
- (b) 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.

14. SATURDAY WORK



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- (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.

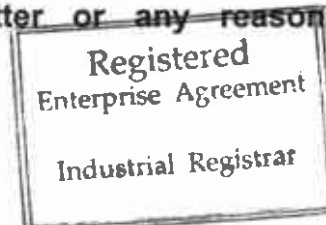
15. SUNDAY WORK

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

16. COMMITMENT TO DEVELOP AND MODERNISE AGREEMENT

(a) 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:
- iii It does not disadvantage any employee, without creating any false expectation for an employee or unreasonable expectation by the Company.
- iv It provides access to training in order for employees to undertake a wider range of duties for either job growth or promotion.
- v 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.
- vi 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.

17. WAGES

(a) Wages

- i All employees who are bound by this agreement shall be paid a minimum wage increase of:
- 4% shall be payable from the beginning of the first full pay period to commence as per section 34.b.
 - 4% shall be payable from the beginning of the first full pay period to commence on or after 12 months from date of signing.

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.

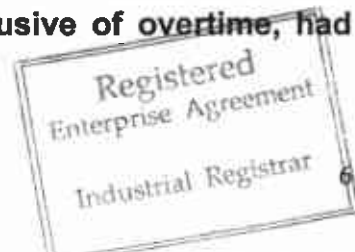
- ii Wages shall be paid by the week, by electronic funds transfer in to the employees nominated bank account(s).
- iii All employees will be issued with a pay advise slip showing all monies paid for that week, and will include the hours worked on each day as well as overtime hours, sick leave accrual, annual leave, etc.

(b) Workers Compensation Make-up Pay

- i 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;

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



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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.

18. PAYROLL DEDUCTIONS

- (a) The Company agrees to the provision of a direct debit facility for employee union deductions upon employee request.
- (b) 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.

19. SUPERANNUATION

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

20. HOLIDAYS

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

21. LONG SERVICE LEAVE

- (a) Long service leave shall be provided in accordance with the New South Wales Long Service Leave Act, 1955.

22. PARENTAL LEAVE

- (a) Parental leave shall be provided in accordance with the Award.

23. SICK LEAVE



23(b)

(a) **17.2** Employees are entitled to leave of absence as prescribed in **17.2** when they cannot attend for work on account of genuine illness or injury. Such leave will be approved by the Company subject to:

- i 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.
- ii 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.
- iii 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".
- iv Subject to the provisions of the Award 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.

b) For the purpose of 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.

23A) 23) **BEREAVEMENT LEAVE**

a) 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). Subject to the provisions of the Award, up to two days in any one-year is available.

24) CONSULTATIVE COMMITTEE



- (a) ~~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.~~
- (b) 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 employer and employee representatives. The meetings are to take place on no less than twelve (12) occasions per annum.
- (c) 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
- (d) 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.
- (e) 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.
- (f) In addition to the consultative committee the Occupational Health and Safety committee in accordance with the provisions of this clause

25) WORK PLACE PERFORMANCE

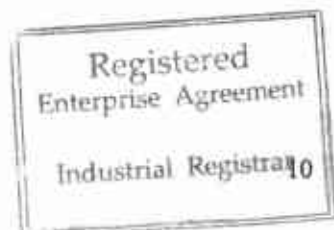
(a) Responsibility for Quality of Work Output

- 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.

26 CLASSIFICATION STRUCTURE

- (a) For the purpose of this Agreement, all Storeman & Packer Employees shall be classified according to the award.
- (b) 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. The existing classification structure can be found in Appendix B.
- (c) The Company will adopt a grading structure in accordance with the Award, 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.
- (d) 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:



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- 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.**

27 TRAINING

- (a) 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.**
 - i 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.**
 - ii Where courses are undertaken "privately", subject to agreement on the nature of the course by the company, the company will re-imburse the course cost upon successful completion.**
- (b) 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.**



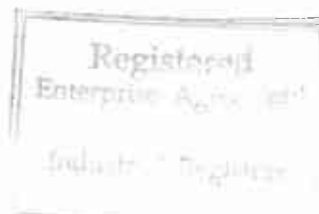
- (c) Union delegate(s) may take for the purposes of trade union training up to a maximum of 5 days per annum. Such leave cannot be accumulated. Timing of such training shall be in accordance with operational needs and will not be scheduled in peak production periods.

28 MEETINGS

- (a) 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.

29 OCUPATIONAL HEALTH and SAFETY

- (a) The parties agree to establish an Occupational Health and Safety (OH&S) 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.
- (b) 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.
- (c) The employer has a responsibility under the OH&S Act to provide a safe working environment and all appropriate training.
- (d) 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.

30 RIGHT OF ENTRY

- (a) An official or officer of the Union(s) shall act in accordance with the 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.

31 DISPUTES PROCEDURE

- (a) The disputes settlement procedure provided for at as per Storeman and Packers Award, shall apply to any matter in dispute between the company, employees and the Union. While these processes are being followed the parties shall be committed to avoid stoppages of work, lockouts or other bans or limitations on the performance of work and the employer 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.

32 RESIGNATION

- (a) 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.~~

- (b) ~~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.~~

33 REDUNDANCY

- (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.~~

34 TERMS OF AGREEMENT

- (a) ~~The provisions of this Agreement will commence from the date of signing of all parties to this Agreement.~~
- (b) ~~The wages will be backdated to 1st January 2000.~~

35 NO FURTHER CLAIMS

- (a) ~~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 Australian Industrial Relations Commission during the period of this Agreement.~~

36 RENEGOTIATION

- (a) ~~6 months prior to the expiry of this agreement the parties will commence negotiations with the clear intention of renewing the agreement.~~



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APPENDICES

A WAGES SCHEDULES

Current Classification	Current Minimum Rate of Pay as per Old Milperra and Revesby Sites.	Proposed Minimum Pay Rate from date of Signing. 4%	Proposed Minimum Pay rate, 12 months from date of Signing. 4%
Storeman & Packer Level 1	484.80	504.20	524.35
Storeman & Packer Level 2	497.40	517.30	538.00
Storeman & Packer Level 3	514.20	534.75	556.15
Storeman & Packer Level 4	551.20	573.25	596.20
Storeman & Packer Level 5	581.35	604.60	628.80

Registered
Enterprise Agreement
Industrial Registrar

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SIGNING

SIGNED by the Parties on the 17th day April 2000

**SIGNED by
For and on behalf of the
Company by authority
of the Board of Directors**

[Signature]
Anthony P. Ho

[Signature]
V. Comm 0 RT

In the presence of:

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**SIGNED by
Of the NUW
For and on behalf of the
Employees of
Arthur Yates, Mt. Drutt
- Warehousing & Distribution**

[Signature]

In the presence of:

M. Bernard

