

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: 97/24

L.R.C. NO: 96/5831

DATE APPROVED/COMMENCEMENT: 4 February 1997

TERM: Expires 31 March 1998

NEW AGREEMENT OR
VARIATION:

GAZETTAL REFERENCE: 296 L.S. 1402 (7.3.97)

DATE TERMINATED:

TITLE: Grace Bros, Lidcombe Distribution Centre Enterprise Agreement 1996

COVERAGE/DESCRIPTION OF

EMPLOYEES: persons engaged in any operation or in connection with or incidental to the processing and distribution of goods - Distribution Centre, Lidcombe

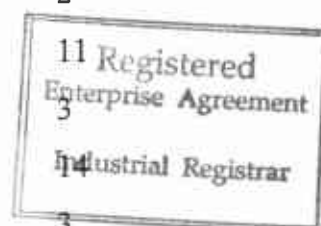
PARTIES: Myer Stores Ltd & National Union of Workers' New South Wales Branch

21 pages

GRACE BROS LIDCOMBE DISTRIBUTION CENTRE
ENTERPRISE AGREEMENT 1996

1. ARRANGEMENT

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2. TITLE

This Agreement shall be referred to as the Grace Bros Lidcombe Distribution Centre Enterprise Agreement 1996.

3. APPLICATION OF AGREEMENT

This Agreement shall apply to the following establishment in the State of New South Wales:

The Grace Bros Distribution Centre, 33 Carter Street, Lidcombe

4. INCIDENCE OF AGREEMENT

This Agreement shall apply to all persons who are members or eligible to be members of the National Union of Workers, New South Wales Branch engaged in any operation in or in connection with or incidental to the processing and distribution of goods within the Company's operation as set out in clause 3 hereof.

5. PARTIES BOUND

This Agreement shall be binding upon:

- 5.1. Myer Stores Ltd, ("the Company").
- 5.2. The National Union of Workers, New South Wales Branch ("the Union").
- 5.3. Employees who are members or eligible to be members of the Union and who are engaged in any of the occupations, industries or callings specified in the Storemen and Packers, General (State) Award ("the Award").



6. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date that the Agreement is registered and shall remain in force until 31 March, 1998.

7. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and wholly interpreted in conjunction with the Storemen and Packers General (State) Award. Where there is any inconsistency this Agreement shall take precedence to the extent of the inconsistency, provided that the Award shall not form part of this Agreement.

8. WAGE INCREASES

8.1. Wages for all weekly employees shall be increased as follows for all classifications covered by this Agreement:

- (i) A six percent (6%) wage increase shall be payable 1 April, 1996.
- (ii) A five percent (5%) wage increase shall be payable on 1 April, 1997.
- (iii) A three percent (3%) wage increase shall be payable on 1 October, 1997.

8.2. The wage increases specified in subclause (8.1) of this clause shall be payable in addition to the current award rate of pay for the relevant classification and the total amount shall constitute part of the all-purpose award rate of pay in respect of employees covered by this agreement.

8.3. The wage increases referred to in subclause (8.1) of this clause shall be paid on the actual rate and shall not be absorbed into any over-award payment.

8.4. The base Storemen & Packers rate shall be varied as follows:-

March, 1996	-	\$475.07
April, 1996	-	\$503.60
April, 1997	-	\$528.80
October, 1997	-	\$544.60

Registered Enterprise Agreement Industrial Registrar
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9. NO EXTRA CLAIMS

It is a term of this Agreement that the Unions and it's members undertake not to pursue any extra claims for the duration of this Agreement, as set out in Clause 6 of this Agreement.

10. LABOUR FLEXIBILITY - NEW TECHNOLOGY

10.1. To broaden the skills of Storemen & Packers at the DC, Storemen & Packers agree to undertake new technology and work practices associated with the Company's supply chain initiative.

10.2. Employees shall not unreasonably impose any limitation on supervisors or technical personnel demonstrating the use of new equipment or machinery, provided that the appropriate consultation in relation to the introduction of new technology has taken place.

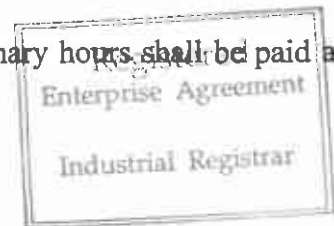
11. HOURS OF WORK

Employees shall be rostered to work an average of thirty-six (36) ordinary hours per week, on any day of the week from Monday to Saturday.

Ordinary hours shall be worked continuously, except for unpaid meal breaks, between 6.00 a.m. and 6.00 p.m. Monday to Friday and between 6.00 a.m. and 4.00 p.m. Saturday.

Employees required to work ordinary hours on any Saturday shall, in addition to their ordinary rate of pay, receive a penalty of 60% for all hours worked on the said Saturday between 6.00 a.m. and 4.00 p.m. Such employees shall receive a penalty of 100% for all hours worked after 4.00 p.m.

Employees required to work overtime or outside their ordinary hours shall be paid as per the overtime provisions of this Agreement.



12. ROSTERS

12.1. Employees shall be allocated their hours of work by means of a rostering system developed by the Company in consultation with the Unions and the employees. Proposed rosters are shown in Attachment A.

In the first instance, all rosters will be filled by volunteers from existing employees. All employees will be expected to be rostered, however, the Company agrees to review those employees who through "genuine hardship" are unable to work proposed rosters/hours. Whilst the Company will attempt to satisfy the wishes of all current employees, no commitment can be given that employees will be provided with the rosters of their first choice. All new employees will be allocated rosters in line with business needs. Existing casual employees who elect and are offered permanent employment shall be treated, for the purposes of rostering, as new employees.

In the event that not enough employees can be placed into a roster through volunteers, then the Company and the union shall meet to identify and implement suitable solutions.

The nine-day fortnight will be replaced by the new roster provisions provided that employees shall still only work an average of thirty-six (36) ordinary hours per week.

12.2. Full-time Employees

Hours of work may be organised over a cycle so as to average 36 hours per week i.e. seventy-two (72) hours over a two (2) week roster, one hundred and forty-four (144) hours worked over a four (4) week.

12.3. Part-time Employees



Part-time employees will be engaged to work on average a minimum eighteen (18) hours and a maximum of thirty-two (32) hours per week, averaged over the roster cycle. The number of permanent part-time employees will not exceed 20% of permanent full-time and part-time store workers.

Part-time hours may be extended at ordinary rates (where appropriate normal shift or penalty rates would apply) up to a maximum of thirty-two (32) hours with seven (7) days' notice, by agreement.

The minimum hours worked by a part-time employee shall be four (4) hours per day.

In hiring part-time employees, preference will be given to current full-time employees who due to change in their circumstances wish to "move to" part-time employment. In the event that a full-time employee accepts part-time employment and at a later date, requests a return to full-time employment, the Company will make every endeavour to place that employee in a full-time position.

12.4. Conversion of Employment

Nothing contained in this Agreement shall prevent an existing full-time employee converting their employment to part-time status on the following basis:

- (i) Conversion to part-time employment shall be done by request and with consent of the employer.
- (ii) An employee who converts from full-time to part-time employment shall have all accrued entitlements maintained and their employment shall be deemed to be continuous.

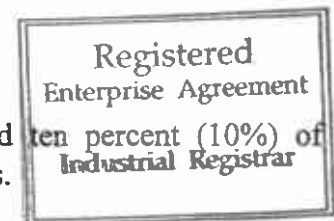
12.5. Limited Tenure

Limited tenure employees will be engaged on the following basis:

- (i) A Limited Tenure employee may be required throughout the Company's Financial year up to a maximum of seven (7) months per annum. The minimum contracted Tenure will be one (1) month.
- (ii) Tenured employees are only to be engaged during peak times.
- (iii) Seven (7) days' notice shall be given of the extension of any tenure.
- (iv) If a tenured employee is no longer required prior to the expiration of his or her tenure, that employee shall be paid as if he or she continued to work until the expiration of the tenure.

12.6. Casual Employees

The total number of casuals will not exceed ten percent (10%) of permanent full-time and part-time storeworkers.



12.7. General Principles of Rostering

- (i) Rosters shall be introduced and/or amended following appropriate consultation and a period of notice of at least one (1) calendar month.
- (ii) Rosters are to be arranged to reflect the company's processing and distribution cycle.
- (iii) Rosters may be arranged over a one (1) to four (4) week cycle.
- (iv) The maximum number of ordinary hours in any one (1) day shall not exceed nine (9) excluding meal breaks.
- (v) Notice of changes in rosters (except in circumstances beyond the employer's reasonable control) shall require two (2) weeks' notice in consultation with the Union, or less by mutual agreement.
- (vi) Employees may swap rosters between themselves, provided skill levels are equivalent, that their Line Manager is advised in advance, and is in agreement; the number of hours are comparable and such changes do not unduly disturb the Company's overall operations.

- (vii) Rosters shall be reviewed on conjunction with the Union on a regular basis for the rest of the Agreement.

13. OVERTIME

- 13.1. On each occasion overtime is worked, employees, by agreement with management, are able to take time off in lieu of payment.
- 13.2. The period of time off will be calculated on the overtime equivalent.

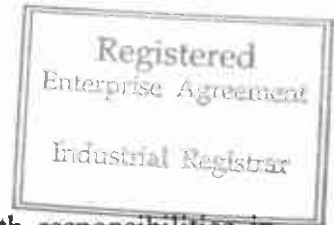
14. PAYMENT OF WAGES

- 14.1. All employees will be engaged on a weekly basis. Payment will be Wednesday, in arrears, by EFT with all allowances paid through the payroll. The Company will meet the actual costs of those government taxes which apply to EFT.
- 14.2. For the life of this Agreement, those charges shall be Full time employee - \$1.00. Part time employee - \$0.50.
- 14.3. The introduction of weekly pay by EFT will only continue whilst there is an Automatic Teller Machine on site.

15. PERSONAL/CARERS LEAVE

15.1. Use of Sick Leave

- 15.1.1. An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15.1.3 (ii) 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 at Clause 20 of this Agreement, 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.
- 15.1.2. 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.
- 15.1.3. 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 to 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 paragraph:
 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.

15.1.4. An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their 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 employer by telephone of such absence at the first opportunity on the day of absence.

15.2. Unpaid Leave for Family Purposes

15.2.1. An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support of a member of a class of person set out in 15.1.3 (ii) above who is ill.

15.3. Annual Leave

15.3.1. An employee may elect with the consent of the employer, 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.

15.3.2. Access to annual leave, as prescribed in paragraph 15.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under the Award.

15.3.3. An employee and employer 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.

15.4. Time off Lieu of Payment for Overtime

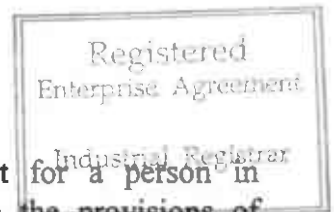
15.4.1. For the purpose of providing care and support for a person in accordance with Clause 15.1 above, and despite the provisions of Clause 13 "*Overtime*", the following provisions shall apply.

15.4.2. An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

15.4.3. 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.

15.4.4. If having elected to take time as leave, in accordance with paragraph 15.4.1 above, the leave is not taken for whatever reason, payment for the time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

15.4.5. Where no election is made in accordance with paragraph 15.4.2 the employee shall be paid their overtime in accordance with this Agreement.



15.5. Make-Up Time

15.5.1. An employee may elect, with the consent of their employer, 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 this Agreement, at the ordinary rate of pay.

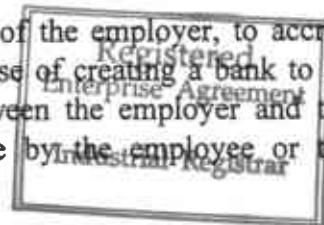
15.5.2. An employee on shift work may elect, with the consent of the employer, to work "make up time" under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

15.6. Rostered Days off

15.6.1. An employee may elect, with the consent of the employer, to take a rostered day off at any time.

15.6.2. An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

15.6.3. An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at time mutually agreed between the employer and the employee, or subject to reasonable notice by the employee or the employer.



15.6.4. This subclause is subject to the employer informing each union which is both party to the Award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

15.7. Bereavement Leave

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

In the case of attendance at a funeral of such relation outside Australia, such leave shall be without deduction of pay for a period not exceeding

the number of hours worked by the employee in five ordinary days work.

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

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

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

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

16. ADVANCE AGAINST SALARY

This practice will only be used for genuine hardship cases.

17. CLASSIFICATION STRUCTURE

The company and the union commit, to enter into meaningful negotiations to develop, by 30 November, 1996 an appropriate classification striker at Lidcombe which will enhance the skill levels of Storepersons and provide a more appropriate career path within the Distribution site.

Such negotiations have been held and agreement reached between the Union and the Company relating to a Classification Structure for Storemen & Packers at the DC effective from 1 January, 1997. The agreed Structure is contained in Annexure A of this Agreement.

18. JURY SERVICE

The Personnel Office will provide employees called for Jury Service a copy of the policy if required.

- 18.1 Upon receipt of the "Notice to Attend for Jury Duty" the employee is to provide a copy to his/her Supervisor, who will forward another copy to the Payroll Office.
- 18.2 As notated on the notice, it is imperative that the employee ring the information number the night before to see if their panel is required to report in for jury duty the next day. NO CERTIFICATION IS PROVIDED BY THE SHERIFF'S OFFICE TO THOSE ATTENDING FOR JURY DUTY WHO



ARE NOT REQUIRED TO ATTEND. THEREFORE, NO PAYMENT WILL BE MADE BY THE COMPANY TO EMPLOYEES IN THIS SITUATION. ENSURE YOU PHONE TO CHECK THE NIGHT BEFORE.

- 18.3. The Pay Office will ring the information line to confirm that an employee was required to attend for jury duty. Normal payment will then be made.
- 18.4. Payment by the Sheriff's Office is made for half days i.e. up to 12 midday, if the employee is not empanelled on a jury. In these cases, the employee is expected to return to work - if the payment from the Sheriff's Office is for half a day, then the company will only pay till 12 midday - further time off, excepting cases of returning from the Court, will be deducted as Leave Without Pay.
- 18.5. In this case, and for longer periods of jury duty, a cheque will be sent to the employee, and the cheque butt becomes the work certificate indicating attendance and the amount of any monies paid. An employee on jury duty must produce this to the employer upon receipt.
- 18.6. At Grace Bros DC, the employee, having attended for jury duty and received their attendance money cheque will either:
- Registered
Enterprise Agreement
Industrial Registrar
- (a) Produce the cheque and have the attendance money rebanked to the Company (less any monies paid for travelling, which is kept by the employee),
- OR
- (b) Pay a sum of money equal to the attendance money paid by the Sheriff's Office. This will then be banked by the Company.
- 18.7. Payroll staff are to record on the Payroll Adjustment Form that the person has been paid for jury service, and follow up that the employee has refunded attendance monies received. The Sheriff's office has advised that it would normally take approximately two weeks for the individual to receive the attendance money, and can confirm particulars.
- 18.8. An employee will have monies deducted should they fail to refund attendance monies paid.

19. HOLIDAYS

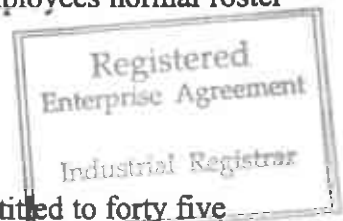
- 19.1. Where a public holiday falls on a full time permanent employees non working day, the employee will have the option of having:-

- (a) A day taken off in lieu of the Public Holiday, that day to be determined by mutual agreement and, where there is no agreement, at the discretion of the company taking into account the needs of the business.
- (b) An additional day added to the employees Annual Leave entitlement. The normal provisions applying to the 17.5% loading would apply to such additional days of leave.
- (c) The employee can agree to forego the day off in lieu and have the additional day paid out instead.

19.2. Payment of public holidays for part-time employees shall only occur when the day of the public holiday is a day which is part of the employees normal roster cycle.

20. SICK LEAVE

- 20.1. In their first year of employment, an employee will be entitled to forty five (45) hours paid sick leave. For the second and subsequent years of service, an employee will be entitled to ninety (90) hours paid sick leave. Sick leave entitlements for part day absences shall be calculated on a proportionate basis by multiplying the duration of sick leave absence by the average daily pay for ordinary hours and dividing the sum of the ordinary hours normally worked by that day.
- 20.2. Sick leave entitlements shall remain 10 working days irrespective of the number of hours worked on that day ie an employee who works an 8 hour roster on a day of sickness will be paid 8 hours, a person who works a 9 hour day will be paid 9 hours. The company further commits that the minimum sick leave allocated to a full time permanent Storemen & Packer will be 80 hours in any year.
- 20.3. A Limited Tenure employee will be entitled to forty five (45) hours sick leave after they have completed 3 months employment at the Distribution Centre.
- 20.4. Each financial year shall stand alone regarding a Limited Tenure employee's sick leave. That is, in a financial year, their maximum entitlement will be forty five (45) hours and will not accumulate from year to year.
- 20.5. Where a Limited Tenure employee terminates from the company and rejoins the organisation the employee will not be required to wait three (3) months in subsequent years for their first entitlement of sick leave to be credited have accumulated the initial three (3) months qualifying period.



21. MEAL ALLOWANCE

An employee working more than one (1) hour of overtime after their normal ceasing time will be entitled to a meal allowance. This allowance shall be paid in arrears and by Electronic Funds Transfer. Where an employee is notified of the intention to work overtime and then is not called to do so, then that employee shall be entitled to the payment of the meal allowance.

22. WORKERS COMPENSATION CLAIMS DETERMINATION

22.1. The company will implement a system whereby a claim will be determined within seven (7) days of statutory documentation being received from the employee.

23. UNION RECOGNITION AND MEMBERSHIP

23.1. For the duration of this Agreement, Grace Bros recognises the National Union of Workers as being the union that shall have exclusive representation of all employees in related classifications who are covered by this Agreement. This exclusive representation will extend to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement.

23.2. It is the policy of Grace Bros. that all its employees subject to this Agreement, shall be given the opportunity to join the National Union of Workers (N.S.W. Branch).

23.3. Grace Bros undertakes upon authorisation to deduct Union membership dues, as levied by the National Union of Workers (N.S.W. Branch) in accordance with its rules, from the pay of employees who are members of the National Union of Workers (N.S.W. Branch) at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.

23.4. All new employees shall be advise of these matters (points (i), (ii) and (iii) above) and shall be introduced to the site NUW delegates upon being accepted for employment.

24. ALLOWANCES

24.1. All allowances will be paid in arrears and by electronic funds transfer. Upon development of an agreed classification structure, all allowances except those described in 24.2 will be rolled into base salary.

4. **Distribution Operative Grade 4**

\$556.50

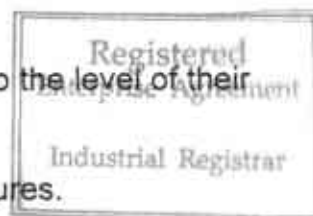
Point of entry
Grade 3.

Performs the functions of a Team Leader/Specialist and means an employee with proven and demonstrated skills (including appropriate certification) to the level of this grade and the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis.

A grade 4 is appointed on merit and skill taking into account the following factors:

- Clerical aptitude.
- Supervisors assessment.
- Skills, competency and experience.
- Attendance.
- Attention to detail.
- General attitude to company standards.
- Training and education.

An employee appointed in this capacity performs work to the level of their training and:



- 4.1. Implement quality control techniques and procedures.
- 4.2. Utilise highly developed level of interpersonal and communication skills.
- 4.3. Assisting in the provision of on-the-job training and standards.
- 4.4. In addition, shall be responsible for the proper application and maintenance of appropriate occupational health and safety standards.
- 4.5. This position is accountable for performing some of the following tasks, or combination thereof:
 - 4.5.1. Performing multiple Distribution Centre activities.
 - 4.5.2. Managing the information flow within the Distribution Centre.

Understands and applies computer techniques as they relate to the Distribution Centre operation including the use of VDU or similar equipment (including terminals mounted on mobile equipment) for substantial

24.2. Meal, First Aid and Uniform allowances will be adjusted as per the increases outlined in Clause 8 "Wage Increases".

25. GRIEVANCE PROCEDURE

The State Award grievance procedure will be used.

This agreement has been reached without duress on the part of all parties

[Handwritten Signature]
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NATIONAL UNION OF WORKERS

New South Wales Branch



DATE

[Handwritten Signature: A.R. Jackson]
.....

MYER GRACE BROS

[Handwritten Date: 23/10/96]
.....

DATE

ANNEXURE A

GRACE BROS DISTRIBUTION CENTRE LIDCOMBE

CLASSIFICATION STRUCTURE

1. **Distribution Operative Grade 1** **\$503.60**

An employee at this level performs work to the level of their training and:

- 1.1. Is responsible for the quality of their own work (subject to instructions and direction).
- 1.2. Works in a team environment and/or under routine supervision.
- 1.3. Undertakes duties in a safe and responsible manner.
- 1.4. Exercises discretion within their level of skills and training.
- 1.5. Possesses good interpersonal and communication skills.

Indicative of the tasks which an employee at this level shall be required to perform include the following:

- 1.5.1. General labouring and cleaning duties.
- 1.5.2. Order assembling including picking stock.
- 1.5.3. Counting, sorting and quality checks of products.
- 1.5.4. Satisfying internal and external customer needs.
- 1.5.5. Documenting and recording of goods, materials and components.
- 1.5.6. Basic inventory control.
- 1.5.7. Salvage.
- 1.5.8. Use of hand trolleys, pallet trucks and non-licensed material handling equipment.
- 1.5.9. Non-forklift loading/unloading of vehicles.
- 1.5.10. Basic use of VDU or similar equipment (including fixed scanner and keyboard) for a limited number of repetitious transactions requiring no discretion.
- 1.5.11. May be required to use, for training purposes, materials handling equipment which requires licensing/certification.



2.7. Shall assist in the training of employees of same and lower grade when required

3. **Distribution Operative Grade 3** **\$540.60**
Point of entry **Grade 2.**

Means an employee with proven and demonstrated skills (including appropriate certification) to the level of this grade and the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis.

An employee appointed in this capacity performs work to the level of their training and:

- 3.1. Understands and is responsible for quality control.
- 3.2. Possess an advanced level of interpersonal and communication skills.
- 3.3. Sound working knowledge of all stores duties performed at levels below this grade, exercises discretion within scope of this grade, and has a good knowledge of the employer's product.
- 3.4. Where appropriate, accredited by the employer as competent in the understanding of regulations relating to handling, storage and loading/unloading of specific product e.g. chemicals, solvent and explosives.
- 3.5. Shall perform work requiring minimal supervision, either individually or in a team environment.
- 3.6. Where appropriate, licensed to operate necessary materials handling equipment, e.g. forklifts orderpicker, overhead crane, carousel, etc.
- 3.7. Where appropriate, use of VDU or similar equipment (including terminals mounted on mobile equipment) for multiple transactions and including updating of work in progress, maintenance and updating of stock movement and location records.
- 3.8. In addition, shall be responsible for the proper application and maintenance of appropriate occupational health and safety standards.
- 3.9. Shall be responsible for quality control of the work of other Distribution Operatives without being responsible for their direction, i.e. checkers.



maintenance and updating of work in progress, stock, employee and location records.

Has a sound knowledge of the employer's operation and product.

A Team Leader is appointed by the company on merit to assist in the good order of work flow in an operating area by;

- 4.5.3. Receiving instructions and allocating the work flow to employees.
- 4.5.4. To control the standards of work and work output set by management and other staff.
- 4.5.5. To determine shortages in labour, or material or equipment to the management staff for consideration.

Where a continued failure in training or behaviour occurs a Team Leader may disengage from further action and place the matter into the hands of management.

None-the-less this does not preclude the Team Leader from giving training but only on the general instructions of a Manager.

A Team Leader shall not become involved in planning Annual Leave rosters or rostered days off except by consultation with a Manager to ensure an orderly overview of work cover, nor in discipline for behaviour, absenteeism or performance.

However, a Team Leader shall give advice to the Manager or other staff to assist with each of the above but only to the extent of ensuring good order and work flow.

A Team Leader shall not breach any confidence placed in them by fellow employees or by management staff.

5. Adoption of Classification and Grades

In implementing classifications and gradings:

- 5.1. No current employee shall lose status or pay.
- 5.2. It is clearly recognised and accepted that:
 - 5.2.1. Promotion is based on training (including appropriate certification) and competence at the grade and lower grade tasks. Competence is performing work to the standard required.
 - 5.2.2. Continued work in grade is based on competence. Pay for grade continues (once certified) if work performed at lower grade due to the needs of the business.

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- 5.2.3. All current graded staff will be placed in equivalent grades.
- 5.2.4. Permanent Distribution Operatives Grade 1 may transition to level 2 after a period of six months provided they have demonstrated the attributes and competencies specified for the level 2 position.
- 5.2.5. If staff are equal in competence and limited training opportunities exist at a higher grade, then, all things being equal, opportunity for training at higher grade will be based on length of service.
- 5.2.6. Training and access to training and issues regarding training, competence and certification will be co-ordinated in conjunction with appropriate warehousing and distribution competency standards.
- 5.2.7. Existing staff appointed to Grades 3 and 4 will develop skills of all tasks of current and lower grades.
- 5.2.8. Where a Limited Tenure employee is required to perform at a higher level than those outlined for a Grade 1 employee in this document, the relevant Mixed Functions Provisions of the *Storemen and Packers, General (State) Award* shall apply.

"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 less than two hours in any one day on any such higher classification, he/she shall receive such higher rate of pay whilst so employed".

- 5.3. Both the Company and the Union agree that the development of a Grade 5 Team Leader may be pursued at a later date.
- 5.4. Existing Storemen & Packers with Forklift Allowance and Forklift Allowance with Low Tech, will be Grade 2 Distribution Operatives but, in addition to that rate of pay, will receive an additional all purpose rate of \$13.70 if they are currently required to operate a forklift or cherrypicker. The payment of \$13.70 will discontinue if these employees move into Level 3.