

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA99/28

**TITLE:** Yates Vegetable Seeds Pty Limited Clerical and Administrative Enterprise Agreement - Smithfield Site

**I.R.C. NO:** 98/4537

**DATE APPROVED/COMMENCEMENT:** Approved 2 September 1998 and commenced 3 March 1998

**TERM:**

**NEW AGREEMENT OR VARIATION:** New, Replaces EA96/70

**GAZETTAL REFERENCE:**

**DATE TERMINATED:** 3 March 2001

**NUMBER OF PAGES:** 21

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of Yates Vegetable Pty Ltd Company engaged in Clerical and Administration Work.

**PARTIES:** Yates Vegetabel Seeds Pty Ltd - & - Loris-Ann Clarke, Jeanette Donohoe, Colleen Ferguson, Nicole Jackowski, Margaret Rich, Donna Ware.



1<sup>ST</sup> JULY 1998

**YATES VEGETABLE SEEDS PTY LIMITED**  
**CLERICAL AND ADMINISTRATIVE ENTERPRISE AGREEMENT**  
**SMITHFIELD SITE**

**PREAMBLE**

The following terms of agreement are proposed to be entered into between Yates Vegetable Seeds Pty Ltd (the Company) and the Clerical and Administrative staff employed at the Company's site at Smithfield.

It is proposed that such agreement will be effective for a two year period commencing on and from 3 March 1998.

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

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

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

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

Registered  
Enterprise Agreement  
Industrial Registrar

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

1. **WORKING A 38 HOUR WEEK**

(a) Work a 7 hour 36 minute day; 5 day week - Monday to Saturday = 38 hours;

(b) **Overtime**

Under all work arrangements, all overtime shall be paid for all hours at time and a half, or the Employee shall be allowed time off in lieu of such payment at a time convenient to both Management and the Employee as provided in Clause 3(c) hereof.

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

**2 HOURS OF WORK**

(a) **Ordinary Hours**

Ordinary hours of work shall be worked between 7.00am and 6.00pm on any day that is provided for work to be undertaken under any arrangements set out in Clause 1 above, **PROVIDED THAT** the Company may agree with an individual Employee to work ordinary hours of work within a span of hours commencing either prior to 7.00am or finishing after 6.00pm in order to meet the needs of the Company, and subject to genuine agreement being reached between the Company and the individual.

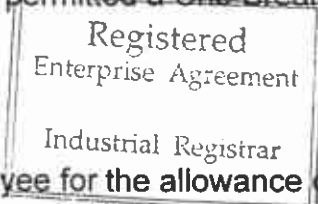
(b) **Overtime**

Where an employee has worked in excess of a 10 hour day within the hours of 7.00am-5.30pm, that employee will be ~~permitted a Crib Break~~ of 20 minutes.

(c) **Time Off In Lieu of Overtime**

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

(i) Such time off shall be equivalent to the overtime rate that would have otherwise been paid.



- (ii) The time for taking such time off shall be agreed at the time of arranging for or directing the overtime be worked. Notwithstanding, time off pursuant to this provision shall be taken only on a day which is mutually agreed by the parties. Time off as provided in this Clause which is less than one day may be taken in conjunction with ordinary hours worked on one day; for example, in an instance where an Employee works two hours overtime and is entitled to three hours as time off in lieu, such time off may be taken following a period of five hours of work (or four hours 36 minutes, or as the case may be) on any day, with the Employee being entitled to payment as if the whole day had been worked as normal.

(d) **Overtime Worked by "Casuals"**

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

(e) **Provision Relating to Employees Working Overtime**

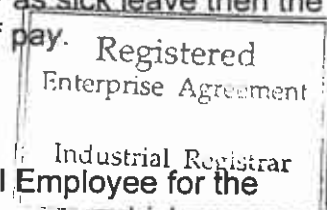
Where an Employee is required to work a Saturday, in addition to their normal 38 hour working week, that Employee shall be paid at the rate of time and half for all hours worked.

However, where an Employee is on leave **without** pay immediately before or after that Saturday that Employee will **not** be entitled to pay at the overtime rates for time worked on the Saturday. Substantiated leave such as sick leave will be classed as a paid normal working day, provided that the Employee is entitled to such leave. For example:

- (i) An Employee works Monday to Friday and completes the normal 38 hours work, then any work performed on the Saturday will be paid at the overtime rate of time and a half.
- (ii) An Employee works Monday to Thursday completing 32 hours, with Friday being time off due to illness (ie entitled sick leave), then Saturday is again payable at overtime rates. However, if that Employee is not entitled to claim the Friday as sick leave then the Saturday will be paid at the ordinary rate of pay.

(f) **Extending Ordinary Hours of Work**

- (i) The Company may agree with an individual Employee for the Employee to work ordinary hours between a span which commences either prior to 7.00am or finishes later than 6.00pm. For example, during the "peak" period the Company may agree with the Employee to work their ordinary hours commencing at 12.00pm and finishing at 8.30pm in order for maximum utilisation.



- (ii) Similarly the starting and finishing times of Employees at the workplace may be staggered consistent with the objective of the Company to achieve maximum utilisation. Such varied starting and finishing times shall be mutually agreed between the Company and the Employee concerned. In the same way, the Company may provide for staggered meal break times for Employees.
- (iii) Employees may not claim for meal allowance relating to overtime performed under this agreement..

3. **GENERAL PROVISIONS RELATED TO WORKING A 38 HOUR WEEK**

- (a) Starting time for Employees maybe staggered to ensure that the workplace is staffed by an Employee at all times, working ordinary hours of work, when there is a need from the Company to provide services to its clients.
- (b) Hours shall be worked continuously except for usual breaks.
- (c) Existing Employees of the Company, currently working an arrangement of hours according with present Company practice, may transfer to one from the systems provided above as part of the structural efficiency initiative, on the basis that mutual agreement had been reached between the individual Employee and Management.
- (d) That agreement is reached between the Company and the Employee or Employees concerned in relation to the above mentioned items.

4. **TERMS OF ENGAGEMENT**

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

(a) **Fixed Term Employees**

- (i) A term fixed for some special duration e.g. during the peak Spring period or any other period of seasonal demand, or to replace an Employee absent on an extended period of leave or other cause.
- (ii) A term providing for specified hours to be worked on nominated days or to meet some particular circumstances for the Company, which may include, but not be limited to, one day in a period on a regular basis. This clause may be used to engage persons during ordinary time worked on Saturday mornings, for example.

(b) **Casual Employees**

- (i) Casual Employees shall be engaged by the Company by the day. Each day's employment shall stand alone and successive days of work shall be deemed to be worked under renewed contracts of engagement. In the event that there are successive days of engagement, Casual Employees shall be paid on the normal pay day for the establishment for the hours worked during the normal pay period.

- (ii) The rate of pay set out hereunder applying to Casuals is an all up payment including all entitlements by way of loadings and penalties and includes a factor on account of annual leave. A Casual Employee ceasing to be offered further work shall not thereby have any entitlement to additional pay.
- (iii) Provided that any Employee who has been engaged as a Casual Employee by the Company within the three months immediately preceding this agreement being reached, shall continue to be engaged under the terms and conditions of that engagement and shall receive the benefit of the adjustment to wages provided herein (30 cents per hour, plus 0.025 cents per hour on account of annual holiday pay) until and unless there is a break in the continuum of employment of not less than three months, in which event the provisions hereof shall apply to all engagements of such Casual Employee.

(c) **Job Sharing**

(i) **Definition**

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

Employees who Job Share will continue to participate in Employee development programs and career development activities.

(ii) **Access to Job Sharing**

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

(iii) **Hours of Work**

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

Registered  
Enterprise Agreement  
Industrial Registrar

(iv) **Overlap Time**

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

(v) **Absences on Leave**

- (1) In the case of a short-term casual absence such as sick leave of any Job Sharers' partner, any or each of the remaining Job Sharers may volunteer to relieve, either for the full period of the absence or for part thereof, to be filled by any of the other partners.
- (2) In the case of planned or structured absence, the Job Sharers may elect to take such leave co-jointly. Should leave be taken separately, the remaining Job Sharer(s) may volunteer to relieve either for the full period of the leave or for part thereof to be filled by any of the other partners.
- (3) Where a planned or structured absence of one Job Sharer is relieved by one of the remaining Job Sharers for less than a four weekly cycle, the aggregate number of hours worked by the said remaining Job Sharer shall not exceed those of a full-time Employee, without the payment of overtime for such hours as exceed 152 over the four week cycle.

(vi) **Overtime**

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

(vii) **Salary and Conditions of Employment**

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



(viii) **Contract of Employment and Job Sharing Agreement**

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

(ix) **Variation of Job Sharing Position**

- (1) The status, classification, nature and responsibility of a position shall not alter whether the position is being filled on a share or individual basis.
- (2) An individual Job Sharer may indicate their intention to terminate a Job Sharing arrangement by the giving of four weeks notice in writing to the Company.
- (3) In the event one Job Sharer vacates the position for whatever reason, a remaining Job Sharer may at the discretion of the Company, be provided with the option in the first instance of having sole appointment to the position and assuming all work and hours. If this option is unacceptable to the other Job Share partner(s) who request to continue on a Job Share basis, the Employer will actively endeavour to find a new job share partner and a new agreement is to be negotiated.
- (4) During this period, the remaining Job Share partner(s) shall provide the relieving work prescribed in sub-clause (e) hereof as applying to periods of leave of absence.
- (5) In the event that a suitable replacement Job Share partner cannot be found, the Employer shall have the option of offering the remaining Job Share partner(s) a new arrangement to each work additional hours or to terminate the employment of the remaining Job Sharers on the giving of the prescribed notice on the grounds that the Contract of Employment has been fundamentally frustrated.

(x) **Continuity of Service**

A change in the mode of employment from Full-Time or Part-Time to Job Sharing or vice versa does not break continuity of employment or service. All accrued benefits are fully transferable from one mode of employment to another.





## 5. ACCOUNTABILITY FOR PERFORMANCE AND WORKPLACE

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

- (i) Employees shall continue to demonstrate the capability to perform the work prescribed in their appropriate classification and to undertake work for which they may be reasonably expected to be able to perform having regard to their relative skill levels.
- (ii) In demonstrating such capability, Employees shall also demonstrate that they have the skills necessary to exercise a reasonable level of individual quality control over the work they are performing.
- (iii) In the event that such skills cannot be demonstrated, the Employee may be directed to undertake training under supervision and direction. During any such period of training, the Employee shall be paid at the level appropriate for their skill and not be entitled to the payment provided herein for the skills level for which they classified.
- (iv) The training shall be undertaken so that the Employee is able to be accountable for work output and work quality both individually and as part of a team environment.
- (v) While an Employee is under training supervision, the trainer shall be accountable for work output, work quality and skill levels. Once the training has been completed or the minimum skill level achieved the newly trained Employee shall then become accountable for all work performed.
- (vi) The Company shall provide these Employees with documentation relating to the work skills they are trying to achieve, for example, work instructions, operating procedures, check lists, manuals, user guides, etc.

### (b) Responsibility for Workplace

- (i) Employees shall respond to any reasonable direction to perform work for which they have the skill and capability to perform.
- (ii) Employees shall respond to directions given with respect to ensuring a safe workplace and shall not, either by act or omission, be involved in any activity that may be reasonably seen to constitute a workplace hazard for the Employee, any other Employee or any person legitimately on the premises.
- (iii) Employees are required to notify their direct Manager and obtain approval to leave the site during working hours. In addition Employees are required to check out when they leave the site and to check in when they return.



(c) **Team Environment**

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

6. **PROVISIONS RELATING TO "SICK LEAVE" AND/OR FAMILY LEAVE**

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

- (i) The Employee shall either call, or have called, their immediate Supervisor or Manager within the Company to advise the absence within one hour of the normal time for commencement of the Employee's shift, and shall, at the time, advise the Company the potential duration of absence.
- (ii) Where a Supervisor or Manager is unavailable, the Employee should leave a message with an Employee in their department. Sick leave advice should not be left with Reception or other Employees outside that Employee's department. However, the Company is aware that this may be unavoidable.

Should an Employee not be able to leave a message with either of the nominated persons, the Employee should seek to contact such persons at the earliest available time, being a time when either nominated person becomes available **AND** the Employee is either able to make the telephone contact or have such contact be made on his/her behalf.

- (iii) In the event that the Employee does not so notify, or have notified, 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) The Company may require substantiation for the claimed illness or injury, subject to the provisions of the Award, with respect to such substantiation being a Medical Certificate if two or more consecutive days of absence. If so required, such substantiation 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 shall be entitled to up to 38 hours sick leave during the first year of employment and 76 hours in the second and subsequent years of employment.



- (c) Where an Employee has accumulated sick leave credits (ie at the conclusion of the first year of employment) without the Employee having used such credits as have become available, the Employee may utilise sick leave for the purpose of attending and caring for immediate family members or the Employee's partner who is suffering an illness or incapacity, in accordance with the provisions of the Family Leave Test Case, which provisions shall be made available to all Employees, provided that all the conditions pertaining to the Employee's own claimed illness or incapacity shall apply, including with respect to providing relevant substantiation of the illness or incapacity.
- (d) The company proposes in providing for a sick leave incentive. However, the Company is concerned that the introduction of a sick leave incentive may encourage genuinely ill people to attend work. This may lead to accidents or the passing of illness to others. Such instances will be subject to assessment by the relevant Management representative, and if necessary, the relevant Employee representative.
- (i) As an incentive to reducing absenteeism through sick leave, the following scheme shall apply for the duration of this agreement but will be considered for review under subsequent agreements.
- (ii) This scheme covers those Employees who have in excess of 20 days sick leave accrual as at 1<sup>st</sup> January 1998, or who achieve 20 days accrual during the term of this agreement. Payment for the scheme will only be made on the Employee's anniversary of commencement.
- (iii) To claim payment on account of future accumulation of sick leave is as follows:

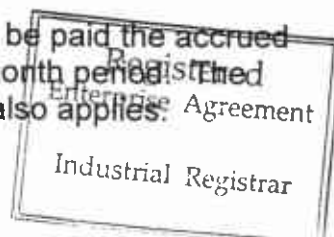
After each year of employment, ie on the Employee's anniversary date, that Employee may choose to be paid for sick leave hours accrued during the previous twelve months but that were not actually taken as sick leave during that time. Payment will be at the Employee's applicable base rate at that time, and such payment will cancel any right to accumulate sick leave for that period.

An Employee, whose sick leave entitlement drops below 20 days by virtue of sick leave being taken, will not be entitled to claim the benefits of cash payment for sick leave accumulation, until such time as the 20 day opening balance minimum entitlement for sick leave is re-established.

An Employee may choose to accumulate the sick leave balance beyond the base of 20 days or opening balance by not claiming payment for that twelve-month period.

This sick leave incentive scheme is a cash settlement plan - it is not intended that additional leave days be added or traded in lieu. Similarly, an Employee cannot then claim payment at the end of the next twelve-month period for sick leave not cashed in previously.

- (iv) Upon termination or resignation, an Employee will be paid the accrued sick leave incentive accumulated for that twelve month period. The criterion of minimum opening balance of 20 days also applies.



- (v) Where the assessment process referred to here above derives that the 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 shall be granted sick leave for the day.

7. **BEREAVEMENT LEAVE**

Subject otherwise to the provisions of the Award relating to Bereavement Leave, such leave shall be available to Employees up to three days in any one year and thereafter by way of utilising any untaken sick leave of no more than three additional days per year on their making application to the Company with any supporting material demonstrating a genuine bereavement arising from the death of an immediate family member or close personal associate (including a partner or partner's family).

8. **PICNIC DAY & ROSTERED DAYS**

- a) The practise of the Clerical and Administrative staff on site taking an annual holiday previously called a Picnic Day is discontinued.
- b) Rostered Days Off on the Smithfield site do not occur. Hours worked are 38 hours per week (7 hours 36 minutes per day) as detailed in clause 2.

9. **PROCEDURES FOR SETTLING DISPUTES**

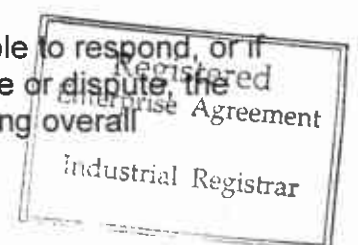
To enable claims grievances and disputes to be attended to whilst work proceeds normally, the following procedure shall apply:

(a) **Work Section Issues**

- (i) In the event of a grievance arising for any Employee or group of Employees, the issues should initially be brought to the attention of the immediate Supervisor or Manager - or Equal Employment Officer (EEO) if appropriate - for consideration and attention.

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

- (ii) In the event that the Supervisor or Manager is unable to respond, or if the response does not serve to satisfy the grievance or dispute, the matter shall be advised to the Senior Manager having overall



responsibility for the section or Department. The Manager shall consider then respond to the Employee or Employees as soon as possible within 48 hours, even if only to advise any progress being made to consider the issue.

- (iii) If the issue or grievance is not settled at this point, it shall be referred to the General Manager of the Company, who shall arrange a meeting with the Employees concerned and a delegate of the Consultative Committee.
- (iv) If the issue or grievance is not settled at the meeting arranged by the General Manager, it shall be reviewed by Management, and an opportunity shall be given for the delegate from the Consultative Committee to arrange a meeting between the Industrial Commission and the Management.
- (v) Whilst the foregoing procedure is being undertaken, and for a period of no less than 48 hours should the matter not be settled at the point of subclause (iv) hereof, the situation of status quo shall be observed by both parties. If the dispute involves the termination of an Employee, provided that the Company is notified within 24 hours of the termination that the Union is contesting the grounds upon which the termination has taken place, the Employee shall be suspended. If, following the procedures herein, the Employee is reinstated without loss of benefit, the Employee shall be paid for the period of suspension up to a maximum of 2 weeks pay, or such other period as may be agreed between the parties on that basis that a resolution of the issue is seen to be possible. If reinstatement is not made, the Employee shall be not paid for the period of suspension following the date of termination.
- (vi) Where agreement has been reached between the parties at any point here above, such agreement will be recognised by both parties and applied in accordance with the spirit and intent of the Agreement.
- (vii) At the expiration of the 48 hours "cooling off" period, the matter may be referred by any party to the dispute to the Industrial Relations Commission pursuant to the provisions of the Industrial Relations Act, 1991.
- (viii) Whilst the matter is being dealt with by the Industrial Relations Commission, work shall proceed as normal with no action being taken by any party with respect to the issue of grievance or dispute, including action which would have the effect of escalating the dispute in any way.

(b) **Safety Issues**

- (i) The previously advised procedure will not apply where issues of safety arise. When a safety issue is raised, it shall be immediately investigated by the Company, and the Company shall take such action as is necessary to protect the safety, health and welfare of Employees on site.

Enterprise Agreement  
Industrial Registrar

- (ii) Whilst such investigation and action is being taken, work shall continue on the site as directed, subject to such work not being required in circumstances where the safety issue raised is a factor.

10. **WAGES AND CLASSIFICATIONS OF EMPLOYEES**

(a) **Classification Structure**

- (i) The Company will adopt a five tier grading structure of job classifications, 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.
- (ii) The new wages and classification structure is attached (Appendix 1 and Appendix 2). 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:
  - (1) 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.
  - (2) Providing avenues by which the Employee can become multi-skilled and access opportunities for reclassification in their jobs either laterally or to a higher status/or paid position.

(b) **Redundancy and Resignation**

- (i) **Resignation:** An Employee who has reached a decision to resign from employment must give at least five days 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.

Employees are to complete the "Notice of Resignation" form, which should state 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.



- (ii) Redundancy: Employees who have been retrenched on account of redundancy shall be paid, in addition to any accrued entitlements, a severance payment as follows:

Less than 1 year	2 weeks
1 to 2 years	4 weeks
2 to 3 years	7 weeks
3 to 4 years	10 weeks
4 to 5 years	12 weeks

Thereafter an additional 2 weeks of service for each year of service with a maximum of 26 weeks.

(c) Training

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

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

11. SUPERANNUATION

All superannuation contributions made by the Employer/Employee will be directed to the Yates Superannuation Fund.



12. **TERMS OF AGREEMENT**

- (a) The provisions hereof shall commence from the date of registration with the Industrial Relations Commission of NSW.
- (b) The increases referred to in the Schedule (see Appendix 1) reflect an overall increase for all grades to be paid in two instalments, one from 2/3/98 and one from the first pay period to commence on or after 2/3/99 or date of employment, whichever is the later.
- (c) This agreement shall continue in force for a period of two years following the date of ratification. At that time, the parties shall review the provisions hereof, with the clear intention of renewing the Agreement for such further periods as may be agreed between them, subject to any agreed variations.

13. **NO FURTHER CLAIMS**

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


In addition during the currency of the agreement, the parties may also meet and agree with respect to any variation of the Clerical and Administrative Employees (State) Award which has the effect of reducing or limiting benefit for any Employee covered by this agreement.

14. **DURESS**

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

**SIGNED** by the Parties on the 23<sup>rd</sup> day of November 1998

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



---

In the presence of:



---

**SIGNED** by the employees  
Subscribing hereto and who  
have voted in secret ballot  
conducted on  
to approve the Agreement

**AS PER ATTACHED DOCUMENTATION**





NAME	SIGNATURE	DATE OF SIGNATURE
Jeanette Donohoe Grade 3 Level 2	<i>J. Donohoe</i>	2-11-98
Loris-Ann Clarke Grade 4 Level 2	<i>L. Clarke</i>	2.11.98
Nicole Jackowski Grade 3 Level 2	<i>N. Jackowski</i>	2.11.98.
Donna Ware Grade 3 Level 2	<i>D. Ware</i>	4.11.98.
Margaret Rich Grade 3 Level 2	<i>M. Rich</i>	3-11-98
Colleen Ferguson (Narromine) Grade 3 Level 1	<i>C. Ferguson</i>	29.10.98

Registered  
Enterprise Agreement  
Industrial Registrar

## APPENDIX 1

Grade/Level	Minimum Rate of pay	9% Increase granted in 2 instalments of twelve months apart First instalment of 4.5% 2 <sup>nd</sup> March 1998	Second instalment of 4.5% 2 <sup>nd</sup> March 1999
<b>Grade 1</b>			
Level 1	440.75	460.58	480.42
Level 2	474.60	478.30	498.89
<b>Grade 2</b>			
Level 1	474.60	495.35	517.31
Level 2	491.60	513.72	535.84
<b>Grade 3</b>			
Level 1	508.50	531.38	554.27
Level 2	525.50	549.15	572.80
Level 3	538.65	562.89	587.13
<b>Grade 4</b>			
Level 1	542.45	566.86	591.27
Level 2	559.45	584.63	609.80
Level 3	573.45	599.26	625.06
<b>Grade 5</b>	598.95	625.90	652.86



## APPENDIX 2

### CLASSIFICATION AND WAGES STRUCTURE

#### GRADE 1 : CLERICAL ASSISTANT

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

Grade 1 Clerk skills include:

**Communication Skills** – an ability to communicate and comprehend in English, simple numeracy skills.

**Technical Skills** – Operation of simple equipment e.g Photocopier  
Facsimile  
Calculator

**Information Handling** – Basic tasks such as filing, collating, telephone answering and referring simple clients requests.

**Interpersonal Skills** – Basic messenger work.

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

#### GRADE 2 : CLERK

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

Grade 2 Clerical skills include:

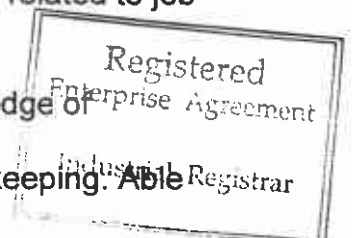
**Communication Skills** - Written e.g information recording, note taking  
Oral – e.g routine internal/external enquires

**Information Handling Skills** – mailroom, filing, collating, documentation procedures

**Technical Skills** – Able to use telex, high volume facsimile, undertake simple calculations, operation of high volume photocopying machines, typewriting (copy typing) and basic data entry and retrieval.

**Interpersonal Skills** – Handle simple internal/external enquiries related to job function. Limited client/public contact.

**Business/Financial Knowledge and Skills** – Limited to knowledge of financial documentation procedures. E.g basic accounting procedures and basic financial record keeping. Able to maintain office stationary supplies.



**Quality Assurance** – limited, over own work.

**Knowledge of Enterprise/Industry** – basic knowledge of the organisation's structure and product, able to redirect enquiries; documents; problems.

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

### **GRADE 3 : CLERK**

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

#### **Communication Skills**

- sound written skills - letter composition, travel itineraries, preparation of documentation.
- oral skills – internal/external customer enquiries, telephone sales skills, receptionist/telephone skills.

#### **Technical Skills**

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

#### **Interpersonal Skills**

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

#### **Business/Financial Knowledge and Skills**

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

#### **Quality Assurance**

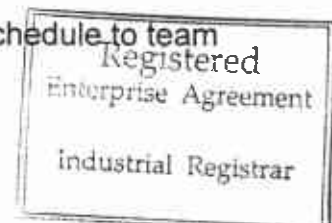
- responsible for quality of own work and output of their particular section as part of team performance

#### **Knowledge of Enterprise Industry**

- sound knowledge of enterprise structure and its products. Some knowledge of industry.

#### **Organisational/Planning Skills**

- plans own work schedule and relates that schedule to team environment



### **Supervisory Skills**

- may supervise individual clerks at Grade 1 and 2 level performing routine tasks.

### **Training**

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

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

## **GRADE 4 : SENIOR CLERK**

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

### **Communication Skills**

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

### **Technical Skills**

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

### **Interpersonal Skills**

- client/public liaison, internal liaison e.g able to provide assistance to more senior functions.

### **Business/Financial Knowledge and Skills**

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

### **Quality Assurance**

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

### **Knowledge of Enterprise/Industry**

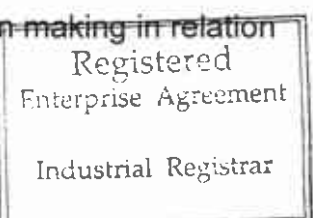
- specific knowledge of enterprise operations and corporate structure and products and sound knowledge of the industry in which the enterprise operates.

### **Organisational/Planning Skills**

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

### **Supervisory Skills**

- may supervise others within the section.



### **Training**

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

A Grade 4 Senior Clerk exercises considerable discretion in organisation of own work within prescribed limits. Minimal supervision is required. The skills for employees graded as Grade 4 are the same at each level.

### **GRADE 5 : CLERICAL OFFICER**

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

#### **Communication Skills**

- highly complex communication skills including negotiation.

#### **Technical Skills**

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

#### **Interpersonal Skills**

- complex, including counselling and performance appraisal.

#### **Computer Programming**

- basic knowledge of programmes and procedures

#### **Business/Financial Knowledge and Skills**

- specialist e.g financial accounting, payroll officer, personnel assistant, able to perform function requiring a high degree of skill.

#### **Knowledge of Enterprise/Industry**

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

#### **Quality Assurance**

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

#### **Supervisory Skills**

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

### **Training**

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

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

