

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/243

**TITLE:** **Arthur Yates & Co Ltd Wyee Plant Enterprise Agreement 2003**

**I.R.C. NO:** IRC3/5931

**DATE APPROVED/COMMENCEMENT:** Approved 23 October 2003/Commenced 1 December 2002

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 23 January 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 16

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees of Arthur Yates & Co. Limited located at PO Box 9088, Wyee NSW 2259, engaged as storemen and packers at its Wyee plant site, who fall within the coverage of the Storeman & Packers General (State) Award

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

# **ARTHUR YATES & CO. LTD WYEE PLANT AGREEMENT ENTERPRISE AGREEMENT 2003**

## **PREAMBLE**

The following terms of agreement are proposed to be entered into between Arthur Yates & Co. Limited ("the Company") and persons employed as storeman and packers by Arthur Yates & Co. Limited at its Wyee plant ("the Wyee Site") and the NUW NSW Branch.

The Agreement adopts the provisions of the Storeman & Packers, General (State) Award ("the Award") and varies such provisions to the extent of the matters hereby agreed. Where not stated, the provisions of the Award will continue to apply.

## **TERMS OF AGREEMENT**

The following have been agreed as the terms of this agreement.

### **1. Objectives of Agreement**

- 1.1 Increase plant efficiency, hence the profitability of the site,
- 1.2 Thereby improving worker's job security and
- 1.3 Improving employee job satisfaction

### **2. Parties Bound By This Agreement**

- 2.1 The parties to this agreement are:
  - 2.1.1 Arthur Yates & Co. Limited ACN 000 004 688 ("the Company") and
  - 2.1.2 Employees, whether they are members of a union or not
  - 2.1.3 National Union of Workers, NSW Branch (NUW)

### **3. Types of Employment Covered By This Agreement**

- 3.1 Standard Employment
  - 3.1.1 Standard employment is means all employment other than Part-time, Fixed Term or Casual. Standard employment is a permanent role employed full-time.
- 3.2 Part-time Employees
  - 3.2.1 Personnel may be employed by Yates on a permanent part-time basis. This will either be as purely a part-time role or upon mutual agreement between the company and the two persons involved, a job sharing basis.
  - 3.2.2 Part-time employees are entitled to the same wages and entitlements as permanent employees on a pro rata basis.
- 3.3 Fixed Term Employees
  - 3.3.1 Personnel may be employed by Yates on a fixed term contract basis to cover the seasonality of the business.

- 3.3.2 Fixed term employees are entitled to the same wages and entitlements as permanent employees on a pro rata basis.
- 3.4 Casual Employees
  - 3.4.1 Casual employee will mean an employee who is engaged by Yates or a labour hire company and is paid as such.
  - 3.4.2 Yates may employ casuals as Yates casuals basis to cover the seasonality of the business.
  - 3.4.3 Casuals will be paid a minimum payment on any one day of four hours.
  - 3.4.4 Casuals will be paid the site rate of pay for the grade of work they perform as outlined in Appendix A. In addition a casual will be paid the loadings as prescribed by the award.
  - 3.4.5. The parties agree to review the number of casual positions at the site in March 2003 and thereafter every 6 months.

#### **4. Types of Employment Excluded in This Agreement**

- 4.1 Short term casuals hired from a labour hire company.
- 4.2 "Short Term" by definition means a non-continuous period of no greater than 5 days.

#### **5. Probationary Period**

- 5.1 An employee commencing with the company shall serve a three month probationary period. Upon the completion of this time, the company will conduct a performance review. Assuming a satisfactory result, the time will be counted towards the continuous service of the employee.
- 5.2 During the probationary period either party may terminate this agreement on one week's notice.

#### **6. Remuneration**

- 6.1 Classification Of Employees
  - 6.1.1 Employee classifications are set out in Appendix A
  - 6.1.2 Employees will be assessed to ensure classification is correct and fair.
  - 6.1.3 The assessment is carried out by a person's supervisor and another employee who has successfully been assessed in that role as competent.
  - 6.1.4 The classification structure is to be reviewed after a 6 month period.
- 6.2 Rates Of Pay
  - 6.2.1 Rates of pay for each classification are set out in Appendix A.
  - 6.2.2 All other rates and allowances are inclusive of these rates of pay, other than those specified in Appendix B.
  - 6.2.3 The classification structure is set out in Appendix A.
- 6.3 Payment of Wages

6.3.1 Employees' wages will be paid by direct deposit into a nominated bank account on Thursday of each week.

6.4 Sick Leave Bonus System

6.4.1 Provided an employee has taken no more than 2 sick leave days in any 12 month anniversary of employment period, that employee, at their request, can get paid out the balance of their 10 days of sick leave allocated during that period to a maximum of 5 days.

6.5 Wage Increases

6.5.1 All employees who are bound by this agreement shall be paid a wage increase of:

4% shall be payable from the beginning of the first complete pay period immediately after 1st December 2002.

4% shall be payable from the beginning of the first complete pay period after 1st December 2003

## **7. Employment Conditions**

7.1 Hours of Work

7.1.1 The employee agrees to work thirty seven and a half (37.5) hours per week Monday to Friday in a way which best suits the needs of the business and its customers.

7.1.2 Provided business requirements are met, the employer will consult with the employees regarding proposed roster changes to consider the employees' family needs.

7.1.3 The company shall determine in consultation with the employees the start and finish times that reflect the needs of the business and its customers.

7.1.4 Where agreed by both the employer and the employee, the employee may choose to work additional hours for the purpose of accruing time towards a paid Rostered Day Off (RDO). See Rostered Day Off.

7.2 Recording Hours Of Work

7.2.1 Employees are required to record their start time at the start of each day and finish time at the end of each working day using the recording system supplied by the company.

7.2.2 No employee is allowed to record times on behalf of another employee.

7.3 Breaks

7.3.1 An unpaid thirty (30) minute meal break for day work

7.3.2 Paid 20 min meal break for shiftwork, but meal breaks must be staggered in order to keep the plant running

7.3.3 15 min paid break for morning tea (allows for wash up time)

7.3.4 10 min shower & change time at end of shift for employees

7.3.5 In the event that the employer requires the employee to work through an unpaid meal break, the meal break shall be paid and counted as time worked.

#### 7.4 Overtime

7.4.1 An employee may be required to work reasonable overtime

7.4.2 Wherever possible, overtime shall be shared amongst all employees, with first offer made to permanent employees.

7.4.3 An employee can refuse to work overtime provided the company business needs are met. If the company cannot get enough personnel to voluntarily work overtime to meet the business needs then those personnel who have completed the least amount of overtime in the previous 3 months may be directed to work the overtime.

7.4.4. Overtime shall be paid as per the award or can be accrued as Time in Lieu as per Clause 7.7.

7.4.5 Where an employee is working shift work, overtime is paid in substitution of the shift allowance not in addition to.

#### 7.5 Shift Work

7.5.1 The company may require an employee to work shift work and therefore all employees will be available for shift work. For the purposes of this agreement, employees who are employed as warehouse or production personnel under the classification structure set out in Appendix A shall be shiftworkers.

7.5.2 In rostering shiftwork the employer agrees to ensure that every effort will be made to meet the needs of the business and the employees through consultation between the parties. If, after consultation has been exhausted, the parties cannot agree on a roster then the employer reserves the right to roster employees as required to best meet the needs of the business and the employees.

7.5.3 The shift hours are defined as per the award.

7.5.4 One week of notice will be given to employees who are required to change their working hours, otherwise payment in lieu of notice, that is payment for the difference in wages that would have been received if roster had not been changed, can be given.

7.5.5 The shift penalties will be paid at the following rates (ALL DAY)

7.5.5.1 Day Shift - ordinary rate of pay

7.5.5.2 Afternoon shift - 15% loading

7.5.5.3 Night Shift - 30%

7.5.5.4 Saturday Shift - 50%

7.5.5.5 Sunday Shift - 100%

#### 7.6 Rostered Days Off

7.6.1 Additional hours worked to accrue time toward RDO's is accrued at ordinary time only

7.6.2 RDO's are generally rostered by the company but may be varied upon mutual agreement between the employer and the employee.

- 7.6.3 An RDO is counted as the number of hours normally rostered on the day of the RDO.
- 7.6.4 RDO's may be accrued but no more than 5 days total in RDO's or Time in Lieu can be accrued at any time.
- 7.6.5 Employees choosing to accrue their RDO's will be paid at ordinary time if they work an RDO.
- 7.6.6 If an employee takes an RDO without having the requisite hours accrued, the difference in required hours less the accrued hours will be deducted from their wage.
  
- 7.7 Time In Lieu
  - 7.7.1 An employee can choose to accrue additional hours worked toward Time in Lieu instead of overtime. Additional time accrues at ordinary time only.
  - 7.7.2 No more than 5 days total in RDO's or Time in Lieu can be accrued at any time.
  - 7.7.3 Time in Lieu can only be taken by mutual agreement between the employee and the company.
  
- 7.8 Public Holidays
  - 7.8.1 Public holiday provisions are to be in accordance with the award.
  
- 7.9 Annual Leave
  - 7.9.1 The employee will be entitled to twenty (20) days annual leave per annum, which may be taken after twelve months employment with the company.
  - 7.9.2 Annual leave days are accrued pro rata to the employee's records.
  - 7.9.3 The company may require annual leave to be taken to accommodate company a single major maintenance shutdown per year. The company will give at least one months notice of such shutdowns. These arrangements may be varied according to workload or by mutual agreement. The employee will also be entitled to statutory public holidays during these shutdowns.
  - 7.9.4 Allowance for annual leave loading has been included in the ordinary pay rate.
  
- 7.10 Sick Leave
  - 7.10.1 An employee with not less than three months continuous service with the company, is entitled to five (5) days sick leave during the first year of employment and ten (10) days per year thereafter.
  - 7.10.2 If sick leave is to be claimed, the employee must notify the company within 4 hours of their regular commencement time. The employee should inform the company of their inability to attend work, and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
  - 7.10.3 Only two (2) single day absences per year may be taken without the provision of a medical certificate or documented proof of illness.
  - 7.10.4 Any absences greater than one day, other than single day absences covered in 7.10.3 above will require the employee to furnish a medical certificate or other documentation substantiating their illness.

- 7.10.5 Sick leave shall accumulate from year to year so long as the employee continues with the company.
- 7.10.6 Other than that sick leave which is paid out as per the sick leave bonus scheme in Clause 6.4 any other accumulated sick leave shall not be paid out in the event of redundancy or termination of employment.
- 7.10.7 An employee may access sick leave in the form of carers leave to care for an immediate family member. The employee must give the company as much notice as possible of their intention to take carers leave. Satisfactory documented proof of carers leave must be presented to the company upon the employees return to work.
- 7.11 Long Service Leave
- 7.11.1 Long service leave shall be paid according to the Long Service Leave Act of 1955.
- 7.12 Bereavement Leave
- 7.12.1 An employee, after three months' continuous service and on production of evidence satisfactory to the company, shall, on the death of their father, mother, wife, de facto partner, brother, sister, grandparent, grandchild, parent-in-law, child or step-child, be granted two days' leave on full pay and possible further time at the discretion of the company.
- 7.13 Jury Service
- 7.13.1 If an employee is required to attend jury service during the employees' ordinary working hours; or immediately following an ordinary night shift or immediately preceding an ordinary afternoon shift on which the employee is rostered to work and, and as a result of attending for jury service, is not reasonably able to report for work on the night shift or afternoon shift, shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of his attendance for such jury service and his ordinary time rate of pay together with any allowances which would have been payable in respect of the ordinary time he would have worked had he not attended for jury service.
- 7.13.2 An employee shall notify the company as soon as possible of the date upon which he is required to attend for jury service. Further, the employee shall give the company proof of his attendance, the duration of such attendance and the amount received in respect of such jury service.
- 7.14 Union Picnic And Show Day
- 7.14.1 Each employee is entitled to one union picnic day per annum.
- 7.14.2 The Union Picnic Day must be taken between the Christmas and New Year holiday periods unless by prior arrangement with the employer.
- 7.14.3 Each employee is entitled to Newcastle Show Day as a Public Holiday. The Public Holiday conditions outlined in 7.8 apply.

## **8. Termination of Employment**

- 8.1 Termination of employment

8.1.1 Employment may be terminated for three reasons. The reasons are misconduct, the employee's resignation and redundancy.

8.1.2 In order to terminate the employment of the employee, the Company shall give the employee the following notice or make payment in lieu:

Period of Continuous Service	Period of Notice
1 year or less	1 week
1 year up to the completion of 3 years	2 weeks
3 years up to the completion of 5 years	3 weeks
5 years and over	4 weeks

8.1.3 In addition to the notice in subparagraph 8.1.2, if the employee is over 45 years of age, with not less than two years of continuous service, the employee shall be entitled to an additional weeks notice.

8.1.4 In calculating any payment in lieu of notice, the wages the employee would have received in respect of the ordinary time worked during the period of notice had the employees' employment not been terminated, shall be used.

## 8.2 Misconduct

8.2.1 Misconduct is defined as conduct that is contra to the health and well being of employees and the company.

8.2.2 An employee will not be dismissed, except for reason of proven misconduct unless they have been issued with 3 documented warnings with the union delegate in attendance and allowed a reasonable opportunity to correct their behaviour.

8.2.3 In certain cases, evidence of the following misconduct may lead to instant dismissal;

8.2.3.1 Intoxication and/or illicit drug use during working hours or where use affects the performance of duties.

8.2.3.2 Unprovoked insubordination or abuse to colleagues, management, associates or customers.

8.2.3.3 Knowingly submitting false records of hours worked or other payroll information.

8.2.3.4 Proven dishonesty in connection with the business - stealing product, merchandise, property, information or money belonging to Yates, or an individual in the workplace.

8.2.3.5 Any unauthorised absence of three consecutive working days.

8.2.3.6 Willful destruction or neglect of company property and equipment.

8.2.3.7 Disclosure of confidential material to unauthorised persons.

8.2.3.8 Deliberate misrepresentation in order to gain employment.

8.2.3.9 Breach of Occupational Health & Safety policies and procedures that increases the risk of injury to yourself and others.

- 8.2.3.10 Refusal to comply with a lawful direction.
- 8.2.3.11 Deliberate actions against the intent of a company Policy or Procedure.
- 8.2.3.12 Unauthorised possession of firearms or explosives on site.
- 8.2.3.13 Illegal possession or sale of drugs on company premises.
- 8.2.3.14 Defrauding or attempting to defraud the company including misrepresentation and falsification.

8.2.4 The period of notice in 8.1.2 shall not apply in the case of conduct that justifies instant dismissal.

### 8.3 Resignation

- 8.3.1 The notice of termination that is required to be given by the employee shall be the same as that required of the Company, save and except that there shall be no additional notice based on the age of the employee concerned.
- 8.3.2 If the employee fails to give notice, the employer shall have the right to withhold entitlements due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

### 8.4 Redundancy

- 8.4.1 In the case of redundancy, the following shall occur:
- 8.4.2 As soon as possible after the Company has decided to terminate the employee due to the employees' position being made redundant, discussions between the Company and employee representatives shall occur.
- 8.4.3 The discussions will cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations on the employee concerned.
- 8.4.4 The company is required to give notice to employees of the intent to make there position at Yates redundant at least one month prior to the actual date of redundancy.
- 8.4.5 Where an employee agrees to be transferred to lower paid duties for the reasons outlined above, the employee shall be entitled to the same period of notice as if their employment had been terminated.
- 8.4.6 The company has the option to make payment in lieu of notice for the required notice period at the higher rate.
- 8.4.7 In addition to the period of notice prescribed in clause 8.4.4, the employee, shall be entitled to the following amount of severance pay in respect of a period of continuous service: Capped at 16 weeks.

Period of continuous service	Entitlement
1 year or less	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay

5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay

Where an employee is forty five years or over, the entitlement shall be in accordance with the following scale:  
Capped at 20 weeks.

Period of continuous service	Entitlement (45 yrs +)
1 year or less	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

- 8.4.8 "Weeks' pay" means the ordinary time rate of pay for the employee concerned. Provided that severance payments shall not exceed the amount which the employee would have earned if employment with the company had proceeded to the employee's normal retirement date.
- 8.4.9 If the employees' employment is terminated for redundancy reasons, the employee may terminate their employment within the period of notice, and shall be entitled to the same benefits and payments under this clause had they remained with the company until the expiry of such notice. In such circumstances the employee shall not be entitled to payment in lieu of notice.
- 8.4.10 The company in a particular redundancy case may waive the general severance pay prescription if the company obtains acceptable alternative employment for the employee.
- 8.4.11 During a period of notice of termination given by the company due to redundancy, the employee shall be allowed up to one half day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 8.4.12 A statutory declaration will be sufficient, if the company requires proof of attendance at an interview, or the company will make no payment for time absent.
- 8.4.13 Where a decision has been made to terminate the employee because of redundancy the company shall notify CentreLink as soon as possible.
- 8.4.14 Clause 8.4 shall not apply to the employee if they have less than one years service or where employment is terminated as a consequence for conduct that justifies instant dismissal.

## 9. Safety

- 9.1 The company in accordance with the Occupational Health and Safety Act 1983 provides personal protective equipment.
- 9.2 The employee shall be responsible for:
- 9.2.1 The wearing of personal protective equipment in designated areas.
- 9.2.2 The wearing of safety boots is compulsory in all areas of the plant excluding the administration offices.

- 9.2.3 Maintaining all work areas in a clean and safe manner as part of normal duties.
- 9.2.4 Ensuring that all waste products / materials are disposed of within the guidelines of the company's operation.

#### **10. Annual Medical**

- 10.1 The company shall fund and arrange an annual medical check of the employee as part of the company's commitment to ongoing health monitoring.
- 10.2 The medical shall include spirometric (lung capacity), hearing testing and other tests, which a medical practitioner, who is considered an expert in the field of occupational health, considers appropriate to assess the affects of Yates' products on the health of the employees.
- 10.3 An employee shall be provided with copies of the results of their medical.
- 10.4 The company shall observe all requirements under the *Privacy Act* 2003 in maintaining the medical records of employees.

#### **11. Uniforms**

- 11.1 In addition to safety equipment, the Company will provide uniforms, which will initially be 3 shirts and 2 pairs of pants and a towel.
- 11.2 Replacement of articles will occur annually.
- 11.3 Uniforms supplied by the company are to be laundered at the employee's own expense.

#### **12. Computer Use**

- 12.1 The employee shall not use any computer or computer operated device that is the property of the company for purposes other than to carry out the duties as provided for in this agreement. The employee shall not use any personal computer discs that are not the property of the company and shall not undertake any private work by using such discs on any equipment that is the property of the company.
- 12.2 The purpose of this clause is to ensure that the employee does not introduce viruses to the computer system. A Further reason is to ensure that there is no breach of Copyright by the employee or the company in using licensed property for purposes other than their intended purposes for which they were purchased.

#### **13. Anti-Discrimination**

- 13.1 The parties to this agreement agree that:
- 13.2 It is their intention to achieve the broad objectives of the NSW *Anti-Discrimination Act* 1974, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at Yates, Wye Plant on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- 13.3 any dispute concerning these provisions and their operation will be progressed initially under the Dispute Resolution procedure referred to in Clause 18; and
- 13.4 nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions applicable in Commonwealth, State or Territory legislation; and

13.5. provided that nothing in these provisions prohibits:

13.5.1 the payment of junior rates of pay; or

13.5.2 any discriminatory conduct (or conduct having discriminatory effect) if:

13.5.2.1 the Employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and;

13.5.2.2 the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

#### **14. Quality**

14.1 Arthur Yates & Company Ltd is committed to providing quality products and services to its customers:

That meet customers agreed requirements and specifications.

At a competitive price.

In the time promised or agreed to.

Without exception.

14.2 To achieve the company's objective above the employee agrees to support the process by:

14.2.1. Participating in and initiating quality improvement exercises as required.

14.2.2. Being active in the preparation and maintenance of procedures to ensure the quality of the product.

14.2.3. Following standard work procedures and instructions (including verbal)

14.2.4. Maintaining good house keeping practices and a safe working environment as required under the *Occupational Health and Safety Act 2000*.

#### **15. Confidentiality**

15.1 Information relating to business and operational aspects of the Company, not in the public domain, is confidential. This is not to be discussed with anyone outside of those immediately concerned. Breach of confidentiality may be subject to disciplinary action.

#### **16. Drug and Alcohol Policy**

16.1 A person who is dangerously affected by alcohol and/or other drugs will not be allowed to work until that person can work in a safe manner.

16.2 The decision on a person's ability to work in a safe manner will be made by the Occupational Health & Safety Committee (OH&S Committee) or by a person(s) delegated by the OH&S Committee.

16.3 There will be no payment for lost time to a person who is unable to work in a safe manner.

16.4 If this happens twice the person will be given a written warning and made aware of the availability of treatment / counselling.

16.5 For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.

- 16.6 A further incident will result in a second written warning.
- 16.7 If the person refuses counselling and a third incident occurs within 12 months of the first warning then the employee shall be dismissed.

### **17. Superannuation**

- 17.1 The company will pay a percentage of the employees base wage into the Yates Superannuation Fund, on a monthly basis. As per the Superannuation Guarantee Legislation.
- 17.2 The employee may make additional contributions to the above fund in the form of salary sacrifice, by notifying the Company in writing.
- 17.3 It is noted that the Yates Superannuation Fund managers are responsible for the administration of the fund and all reporting requirements.

### **18. Dispute Resolution**

- 18.1 In relation to any matter that may be in dispute between the parties to this Agreement, the parties agree to abide by the Disputes Procedure contained in the Storeman and Packers General (State) Award.

### **19. Union Membership**

- 19.1 Arthur Yates & Co. Ltd. recognises the NUW as the union representing employees that are members of the NUW covered by this agreement. To facilitate this the company may provide new employees with a union payroll deduction authority and card; introduce new employees to the site union delegate, and deduct union fees from the wages of employees who authorise such a deduction and send these to the union monthly.
- 19.2 The company will recognise the site union delegates appointed by the union, and provided the business needs of the company are met, will allow such delegates reasonable paid time to conduct legitimate union business both on and off site.

### **20. Date and Period of Operation**

- 20.1 This Agreement shall come in to force on December 1, 2002 and shall remain in place until 30th November, 2004 or until replaced.

### **21. Supersession**

- 21.1 This agreement supersedes and replaces in its entirety any previous certified agreement, non-certified agreement or verbal agreement covering all employees at the site who are engaged within the terms of the Storeman & Packers, General (State) Award.
- 21.2 The company undertakes that it will not approach any employees for the purposes of implementing any Australian Workplace Agreements for the duration of this Agreement.

### **22. No Extra Claims**

- 22.1 No claims shall be made by either party on the other with respect to any matter contained herein, or any other matter save to give effect to any order or decision of the NSW Industrial Relations Commission during the currency of this Agreement.
- 22.2 In addition, the parties may mutually consent to vary this Agreement during its term to reflect any variation of the Award, which is more beneficial than this Agreement.

### **23. Duress**

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

For and behalf of the Company Arthur Yates & Co. Limited, By Authority of the Board of Directors.

Signed by NUW NSW Branch, State Secretary.

Signed by the Elected Delegates on behalf of the Employees.

**APPENDIX A**

Class					Rate Per Week		
	Warehouse	Production			Current	As at Dec 1 2002	As at Dec 1 2003
		Packaging	Processing	General	\$	\$	\$
1	Labourer	Labourer	Labourer	Labourer	490.00	510.00	530.00
2		Trainee/Hand Packing Line Operator			510.00	530.00	550.00
3	Trainee	Packing Line 1 Machine		Cleaner/Inventory Control Maintenance	550.00	572.00	595.00
4			Trainee		580.00	603.00	627.00
5	High Reach/ Scanners	Packing Line 2 Machines			625.00	650.00	676.00
6		Packing Line 3 Machines	FEL Driver RM Shed		668.00	695.00	722.00
7			Control Room Operator/ FEL Driver Mineral Ferts		696.00	724.00	753.00
8		All areas			709.00	738.00	767.00
9		Production Team Supervisors			-	900.00	936.00

The classifications in each area are defined as follows, please note that it is assumed that the higher classification within a category has all the knowledge, qualifications and experience of the lower levels of classification:

### **Warehouse**

Class 1 - Basic Labourer to do pallet restacking, cleaning etc

Class 3 - Trainee must have fork licence, requires direct supervision and has less than 3 months experience

Class 5 - Proficient in the use of high reach fork lifts and scanning equipment for the purposes of basic inventory control, location of stock, picking orders, order processing and dispatch and receipt of goods (including all paperwork) at the store level

### **Production**

#### **Packaging**

Class 1 - Basic Labourer to do pallet restacking, cleaning etc

Class 2 - Trainee / Hand Packing line Operator must have forklift licence, requires direct supervision and has less than 3 months experience

Class 3 - Capable of operating one packaging line including set up, trouble-shooting, basic maintenance, down-time recording and is responsible for the quality of the work output

Class 5 - Capable of operating two packaging lines including set up, trouble-shooting, basic maintenance, down-time recording and is responsible for the quality of the work output

Class 6 - Capable of operating three packaging lines including set up, trouble-shooting, basic maintenance, down-time recording and is responsible for the quality of the work output

### **Processing**

Class 1 - Basic Labourer to do pallet restacking, cleaning etc

Class 4 - Trainee must be an experienced Front-End Loader driver (licenced) capable of basic FEL maintenance. Must have a forklift licence and has less than 3 months experience

Class 6 - Must be proficient in the workings of the raw manure shed, manure movements within the shed, mulling up, recording batch data and the operation, cleaning and basic maintenance of the processing equipment.

Class 7 - FEL Driver mineral ferts must know all 3 packing areas and be proficient in blending batches, operation of the fertiliser and potting mix systems, recording batch data and the cleaning and basic maintenance requirements of the processing equipment.

Class 7 - Control room operator must have a sound knowledge of the operation of the SCADA operation, Dynamic Lifter processing equipment that includes the Odour Control Plant, baghouse and all the DL processing equipment. The operator must demonstrate knowledge of the principals of the pelletising and drying process and be experienced in pellet die and rollers removal and installation. They must also be proficient in the cleaning and basic maintenance requirements of all the processing equipment.

Class 8 - The operator must be proficient in all areas of both the packaging and processing areas of the plant.

Class 9 - This is the Production Team Supervisor level. The responsibilities for this position are specified below. (Note: Class 9 excludes the Production Team Leader allowance, as this allowance is included in the rate of pay)

## **RESPONSIBILITIES**

### **Occupational Health & Safety**

Promote safety awareness amongst personnel

Ensure that all work is completed in a safe manner under the guidelines of the Site Occupational Health and Safety System (SOHS System)

Assist with the continual development and maintenance of the SOHS System

### **Environmental**

Maintain awareness of the site requirements for environmental management

Take appropriate action when necessary to ensure the site operates within the requirements set out under the site Pollution Control Licence

### **People**

Organise all production operators, production casual operators and cleaning personnel to ensure the production requirements are met. This will include:

- organising the weekly production roster

- organising sick leave/ annual leave coverage

- organising overtime coverage

- ensure people are adequately trained for the task and where required organise appropriate training (on the job, or request more formal training)

### **Production**

Run the production schedule for the plant on a day to day basis by liaising with the Production Planner and Plant Manager to ensure production is run efficiently

Ensure that there is adequate raw materials and packaging to complete a production run.

Communicate in a timely manner any production problems that may prevent the production schedule not being met.

Ensure that all production and downtime is correctly recorded for each production area.

Record all production and downtime in the Delay recording system.

### **Labour and Plant Productivity**

Ensure that all production labour is actively utilised in producing saleable Product.

Ensure that all machine rates are kept up to their practical maximum and where rates are not attainable communicate to Engineering and the Plant Manager what is preventing maximum rate



Production Team Leader

\$4,500 p.a.