

ENTERPRISE AGREEMENT

NO. EA 98/121

DATE REGISTERED 14. 4. 98

PRICE \$ 36

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/121

TITLE: Yates Vegetable Seeds Pty Limited Storemen & Packers Enterprise Agreement Smithfield Site

I.R.C. NO: 98/121

DATE APPROVED/COMMENCEMENT: 14 April 1998

TERM: 24 months

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees covered by the Storemen and Packers, General (State) Award at the Smithfield site of Yates Vegetable Seeds Pty Limited

PARTIES: Yates Vegetable Seeds Pty Ltd -&- Stuart Clarke, Shua Deamer, Davindra Goundar, Barbara Ponzo, David Wright





Ex 1

YATES VEGETABLE SEEDS PTY LIMITED
A.C.N. 076 286 890

YATES VEGETABLE SEEDS PTY LIMITED
STOREMEN & PACKERS ENTERPRISE AGREEMENT
SMITHFIELD SITE

Preamble

This Agreement has been negotiated between Yates Vegetable Seeds Pty Limited and the storemen & packers on the site. The Agreement has the effect of regulating the conditions of employment of persons employed by the Company at the Smithfield Site and also adopts the provisions of the Storemen and Packers General (State) Award, except insofar as the terms hereof vary the provisions of the said Award.

TERMS OF AGREEMENT

The following have been agreed as the terms of this Agreement:



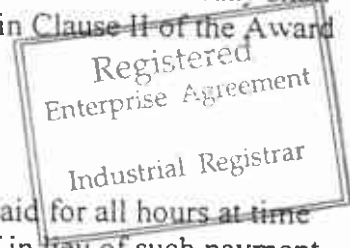
1. **COMMITMENT TO DEVELOP AND MODERNISE AGREEMENT**
 - (a) The parties will continue to negotiate to develop the agreement in terms which are conducive to the Company being able to operate in as flexible manner as possible and in a position to optimise productivity and increase operational efficiency.
 - (b) Employees who are placed in the classifications provided hereunder shall perform such range of duties incidental or peripheral to their main tasks which is logical and reasonable for them to perform in order to effectively and efficiently undertake their main tasks or duties. Employees will have access to training in order for them to be able to undertake the wider range of duties. and with a view to gaining advancement either laterally or to higher classifications. The parties will continue to test and review the wage and classification structure in order to ensure it does not disadvantage any employee, but not so as to create any false expectation for an employee or unreasonable expectation by the Company.
 - (c) The parties shall continue to discuss and negotiate in relation to any existing term of the Award, or any reasonable provision or arrangement which may be sought by either party which is consistent with an objective or providing more flexible and productive working arrangements, improving the quality of working life, enhancing the skills and job satisfaction for employees, and which assists positively in the overall process of restructuring. To this end, the parties agree that any Award matter can be raised for discussion, in either a general or specific way. No changes will be implemented without genuine agreement between the Company and the employees.

2. **WORKING A 38 HOUR WEEK**

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

(i) Provisions relating to Employees working Saturday

Employees engaged to work ordinary hours of work on Saturday shall be so engaged as shift workers as prescribed in Clause II of the Award but subject otherwise to this Agreement.



(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 each 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.

3. **HOURS OF WORK**

(a) Ordinary hours of work shall be worked between 7.00am and 6.00pm on any day which is provided for work to be undertaken under any arrangements set out in Clause 2 hereabove, **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 7.00-5.30, that employee will be permitted a Crib Break of 20 minutes.

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

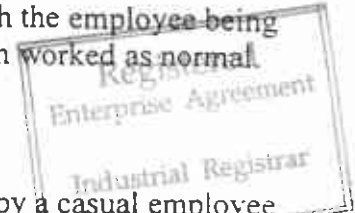
The Company may agree with the employee for the allowance of time off in lieu of payment of overtime, subject to the following:

(i) Such time off shall be equivalent to the overtime rate which 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 and falls within fifteen (15) working days of the overtime being worked, failing which

the employee shall be paid for the overtime worked at the prescribed rate, and the eligibility for the employee to take time off shall cease. 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



(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) **Rest Period After Overtime**

When overtime work is necessary, it shall, wherever reasonable and practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works at the direction of management so much overtime between the termination of his ordinary work on one day the commencement of his ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times, shall subject to the subclause, be released after completion of such overtime until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence **PROVIDED THAT** this provision shall not apply to an employee who has undertaken work without being so directed by management (including, but not limited to, where an employee performs work for or in exchange with the shift or another employee).

If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, he shall be paid at double time rates until he is released from duty for such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

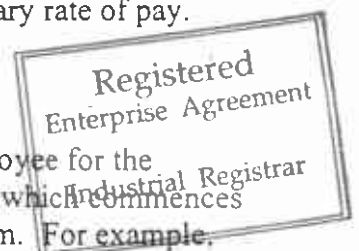
Where an employee is required to work a Saturday, in addition to their normal 38 hour working week, that employee shall be paid at the rate of time and half for all hours worked.

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:

- (1) 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.
- (2) 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.

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

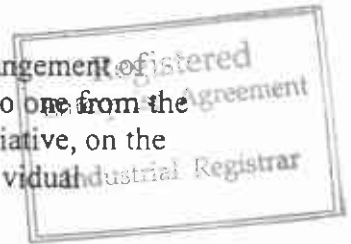
- (i) The Company may agree with an individual employee for the employee to work ordinary hours between a span which commences either prior to 7.00am or finishes later than 6.00pm. For example, during the "peak" period the Company may agree with the employee to work their ordinary hours commencing at 12.00pm and finishing at 8.30pm in order to maximum utilisation of the Company's machinery and equipment.
- (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 from machinery and equipment. 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, particularly in circumstances where it is productive and efficient not to close machinery down whilst employees take a rostered break. Where a change to existing arrangements be starting and finishing work, or for the taking of meal breaks, is sought to be introduced by virtue of these matters being agreed, such changes shall be advised to employees no less than ten working days prior to the proposed change, and thereafter as provided in the award.
- (iii) Employees who would otherwise be due to take a meal break but who are engaged on a particular activity (such as a machine run) where any break in the process would be inefficient or unproductive, or may be required delay the taking of a break by no more than one hour in order to complete the particular task, or to reach a point in the performance of the task where the taking of the break would result in inefficiency or unproductive practices.



- (iv) Where employees work overtime, and notification has not been given on the previous day of the intention to work such overtime, meal allowance shall be paid to employees who work a minimum of one hour overtime **AND** where such overtime extends beyond 6.00pm **AND** where such overtime is worked in addition to a period of ordinary time worked of not less than six hours.

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

- (a) Employees employed by the Company subsequent to the making of this Agreement and engaged to work ordinary hours of work on Saturday shall be so engaged as shift workers as prescribed in Clause II of the Award but subject otherwise to this Agreement.
- (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 of 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 genuine agreement is reached between the Company and the employee or employees concerned in relation to the abovementioned items.



5. **WORK BREAKS**

- (a) In addition to the time taken for meal breaks, employee shall be entitled to a break of ten minutes, taken without loss of pay only during any continuous work period of 5 hours. Employees shall not be entitled to have time added to any work break for the purpose of "washing". Such work break shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.
- (b) Where starting times for employees have been staggered, then the taking of work breaks shall also be staggered.

For example, where an employee commences his/her shift between 7.00am and 8.00am, then their first break will be morning tea at or about 10.00am, followed by the lunch break at or about 12.30pm. Employees who commence work between 8.00am and 10.00am will have as their first break, lunch at or about 12.30pm and then an afternoon break at or about 3.00pm subject to operational requirements.

- (c) Employees may only have one ten-minute break in any one day, and cannot split the time so as to have a break in the morning and afternoon. These breaks are paid meal breaks and are only at ordinary rates of pay.
- (d) **PROVIDED THAT**, consistent with the objectives of this clause to create flexibility with respect to the taking of work breaks, an employee shall not be

considered to have taken a work break if he or she leaves the workplace temporarily for the purpose of accessing refreshment making facilities for consumption at the workplace.

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6. **ACCOUNTABILITY FOR PERFORMANCE AND WORKPLACE**

(i) **Responsibility for Quality of Work Output**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.

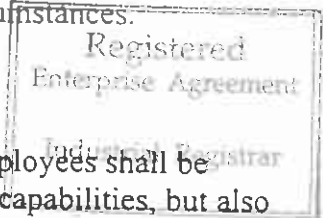
(ii) **Responsibility for Workplace**

- (a) Employees shall respond to any reasonable direction to perform work for which they have the skill and capability to perform.
- (b) 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 which may be reasonably seen to constitute a workplace hazard for the employee, any other employee or any person legitimately on the premises.

- (c) Employees shall wear such protective clothing as may be provided, at all times whilst at the workplace. Employees shall also respond to reasonable directions given with respect to wearing protective hair covering, securing loose clothing or any other direction conducive to the safety and welfare of the employee, other employees or any other person legitimately on the premises.
- (d) Employees are required to notify their direct Line 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. At the same time, the recording equipment must not be used on behalf of any other person under any circumstances.

(iii) **Team Environment**

- (a) 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.



7. **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 Line 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 1/2 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 that 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 employee who have in excess of 30 days sick leave accrual as at 1st January 1998, or who achieve 30 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 30 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 30-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 30 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 30 days also applies.
- (v) Where the assessment process referred to hereabove 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.

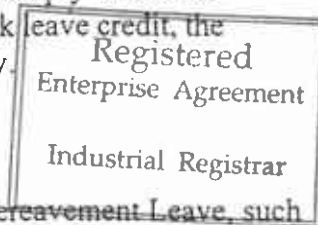
8. BEREAVEMENT LEAVE

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).

9. TERMS OF ENGAGEMENT

In addition to the terms of engagement provided in the award employees may be engaged by the Company to work under fixed term conditions providing for,

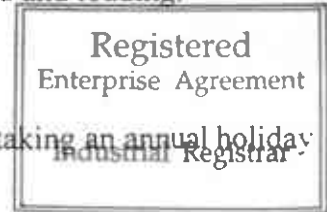
- (a) A term fixed for some special duration, eg during the peak spring period or any other period of seasonal demand, or to replace an employee absent on an extended period of leave or other cause.
- (b) A term providing for specified hours to be worked on nominated days or to meet some particular circumstances for the Company, which may include, but not be limited to, one day in a period on a regular basis.
- (c) Provided that the provisions of this clause shall not be used to offset the terms of engagement of any employee engaged at the time of these matters being



agreed (except in circumstances where there is mutual agreement reached) and provided further that it is intended to engage an employee under the provisions hereof; the Union shall be advised of the term for which the employee or employees is to be engaged and the requirement which has led to the particular need, including the need to engage an employee for a specific operation by the company.

- (d) During the period of engagement the employee shall be entitled to the same benefits as a full time employee on a pro rate basis including, on termination of the period of employment, payment for accrued ~~and loading.~~

10. **PICNIC DAY & ROSTERED DAYS**



- a) The practise of the storemen and packers on site ~~taking an annual holiday~~ previously called a Picnic Day is discontinued.
- b) Rostered days off on the Smithfield site are cancelled and the hours worked are reduced to 38 hours a week (7 hours 36 minutes a day) as detailed in clause 2.

11. **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 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 or Manager 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/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 matter 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 member of the Consultative Committee.
- (iv) If the matter is not settled as an outcome of the meeting arranged by the General Manager, it shall be reviewed by Management in the light of all the circumstances, and an opportunity shall be given for the delegate from the Consultative Committee to arrange a meeting between the Industrial Commission and the Management on the issue or grievance.
- (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.
- (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.

(c) **Site Issues**

- (i) The procedure for resolution of site grievances or disputes shall broadly be in line with that provided for "Work Section Issues", except that the procedure set out in subclause (i) shall not be required and the initial step shall be to advise the Senior Manager of the Section or Department, as stated in subclause (ii).
- (ii) If the matter is not resolved at this point, then further action shall follow the procedure set out in the "Work Section Issues".

12. **WAGES AND CLASSIFICATIONS OF EMPLOYEES**

(A) **Classification Structure**

- (i) The Company will adopt a four 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:
 - a) 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.

and



- b) 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.

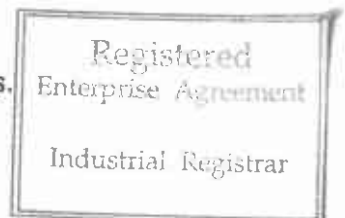
- (ii) Redundancy: Employees who have been retrenched on account of redundancy shall be paid, in addition to any accrued entitlements, a severance payment as follows:

Either

Two (2) weeks at their base rate for every year of service, up to and including a maximum of 26 weeks.

Or

As provided for under Legislation in New South Wales.
Which ever is the greater.



(C) **Training**

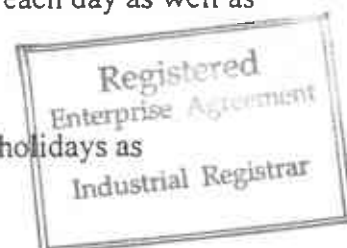
In conjunction with the development of the job matrix for the Company, the Company will provide opportunities for employees to undertake suitable training through recognised courses, or to undertake training courses at the election of the employees. Where directed by the company, the employee shall undertake 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 way 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 have issued a pay advise slip which will show all monies payed for that week, and will include the hours worked on each day as well as overtime hours, sick leave accrual, annual leave, etc.

13. **HOLIDAYS**

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



14. **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 2) reflect an overall increase for all grades to be paid in two instalments, one from 1/1/98 and one from the first pay period to commence on or after 1/1/99 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.

15. **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 Storeman and Packers (General State) Award which has the effect of reducing or limiting benefit for any employee covered by this agreement.

13. **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 2) reflect an overall increase for all grades to be paid in two instalments, one from 1/1/98 and one from the first pay period to commence on or after 1/1/99 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.

14. **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 Storeman and Packers (General State) Award which has the effect of reducing or limiting benefit for any employee covered by this agreement.

15. **DURESS**

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



SIGNED by the Parties on the 25th day February 1998

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

W. ...

In the presence of:

Peter Rochfort

SIGNED by the employees
Subscribing hereto and who
have voted in secret ballot
conducted on 4 February 1998
to approve the Agreement

Peter Rochfort
Justice of the Peace: No. 6800115

NAME	SIGNATURE	DATE OF SIGNATURE
Clarke, Stuart /	<i>Stuart Clarke</i>	24.2.98
Deamer, Shua /	<i>Shua Deamer</i>	24.2.98
Gounder, Davindra /	<i>Davindra Gounder</i>	24.2.98
Ponzo, Barbara /	<i>B. Ponzo</i>	24.2.98
Wright, David	<i>David Wright</i>	24.2.98

16. **DURESS**

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

SIGNED by the Parties on the _____ day _____ 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 4 February 1998
to approve the Agreement

NAME	SIGNATURE	DATE OF SIGNATURE
Clarke, Stuart		
Deamer, Shua		
Gounder, Davindra		
Ponzo, Barbara		
Wright, David		

APPENDIX 1

CLASSIFICATION AND WAGES STRUCTURE



STOREWORKER GRADE 1

Routine Entry Point

Employees who are able to perform order picking tasks, OR who are able to perform the tasks of operating basic machinery who have not reached a standard of competency required for grading as Grade 2.

Employees who are engaged in functions not elsewhere classified.

STOREWORKER GRADE 2

Employees who are able to perform the tasks prescribed for Storeworked Grade 1 without supervision, OR who are able to operate machinery beyond the basic level prescribed for Storeworker Grade 1.

Employees who are engaged in receiving and despatching goods who do not hold fork lift licences.

STOREWORKER GRADE 3

Employees who are able to perform functions of Storeworker Grade 2 (including those prescribed for Storeworker Grade 1) and are able to operate the majority of the machinery and perform the functions involved in seed packaging and/or Dry Room operation.

Employees who are engaged in receiving and despatching goods and who hold fork lift licences.

Employees who are engaged in the performance of administrative tasks including computer work associated with the functions of Storeworkers in the establishment, and who accept responsibility for the tasks so performed.

Employees who, as a major part of their duties, are able to undertake seed coating tasks, and who can demonstrate the high degree of literacy and product knowledge necessary for the performance of such work.

Employees who are required to handle chemicals in connection with their performing work.

Employees who, as a major part of their work, are able to undertake Seed Cleaning tasks.

STOREWORKER GRADE 4

Employees who are able to perform the functions of Storeworked Grade 3 with a high degree of skill and accept responsibility for the performance of such duties.

Employees who undertake the role of section leading hand.



APPENDIX 2

YATES VEGETABLE SEEDS NSW
SMITHFIELD SITE
WEEKLY WAGES RATES
 (Storemen & Packers)
 Effective from 1/1/98

Classification Grade	Current Rate	1 st Year Increase from 1/1/98	% Increase	2 nd Year Increase from 1/1/99	% Increase
Storeworker Grade 1 Casual	448.25	461.70	3%	475.55	3%
Storeworker Grade 2	459.90	478.30	4%	497.45	4%
Storeworker Grade 3	464.75	490.00	5.4%	509.60	4%
Storeworker Grade 4	507.15	532.50	5%	553.80	4%



Employees:-

- Grade 1 - Shua Deamer
- Grade 2 - Stuart Clarke
- Grade 3 - Davindra Goundar
Barbara Ponzo
- Grade 4 - David Wright

Consultative Committee -

- Delegate - David Wright
- Members - Barbara Ponzo
Davindra Goundar

The above rates and terms of the agreement were agreed by the Consultative Committee & Management on Friday 19th Dec. '97.


WARRICK CHUDLEIGH