

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/288

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

I.R.C. NO: IRC02/2963 (N02/12)

DATE APPROVED/COMMENCEMENT: 24 June 2002/1 March 2002

TERM: 1 March 2004

NEW AGREEMENT OR VARIATION: Replaces EA00/256

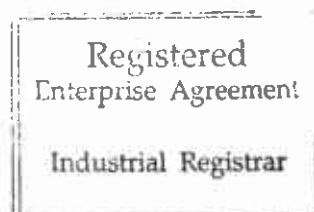
GAZETTAL REFERENCE: 20 September 2002

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all persons employed as Storemen and Packers by Yates Vegetable Seeds Pty Limited at the Company's Smithfield site who fall within the coverage of the Storemen and Packers, General (State) Award.

PARTIES: Yates Vegetable Seeds Pty Ltd -&- Barbara Ponzo, Tony Watton, David Wright



Yates Vegetable Seeds Pty Ltd Stores Enterprise Agreement

**YATES VEGETABLE SEEDS PTY LIMITED
A.B.N. 99 076 286 890**

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

Preamble

This Agreement has been negotiated between Yates Vegetable Seeds Pty Limited ("the Company") and persons employed as Storemen & Packers on the Smithfield site. It is proposed that this agreement will seek to vary the terms of the current Enterprise Agreement that terminates as at 1st March 2002.

The Agreement establishes Terms & Conditions for people employed in this capacity and is based on the provisions of the Storemen and Packers General (State) Award. The conditions of this Award apply unless specifically varied by this Agreement.

TERMS OF AGREEMENT

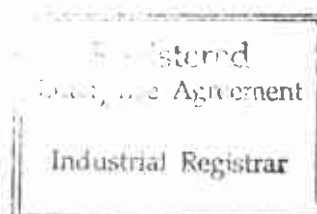
The following have been agreed as the terms of this Agreement:

1. COMMITMENT TO DEVELOP AND MODERNISE AGREEMENT

1.1 Both parties will continue to:

- 1.1.1 negotiate ways to develop the Agreement that allows the Company to operate in a flexible manner, optimise productivity and increase operational efficiency.
- 1.1.2 test and review the wage and classification structure in order to ensure that:
 - it does not disadvantage any employee, without creating any false expectation for an employee or unreasonable expectation by the Company.
 - it provides access to training in order for employees to undertake a wider range of duties for either job growth or promotion.
 - Employees can perform all reasonable duties that are incidental or peripheral to their designated classification in order to effectively and efficiently undertake their main tasks or duties.
- 1.1.3 discuss and negotiate, in either a general or specific way, any Award matter or any reasonable provision or arrangement which is consistent with the objective of providing more flexible and productive working arrangements, improving the quality of working life, enhancing the skills and job satisfaction of employees, or assists positively in the overall process of restructuring.

1.2 No changes will be implemented without genuine agreement between the Company and the employees.



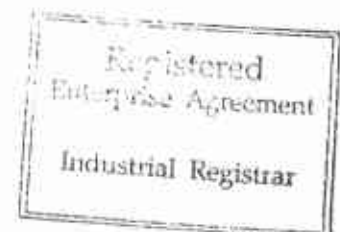
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2. WORKING A 38 HOUR WEEK

- 2.1 Ordinary hours of work are undertaken for a 7 hour 36 minute day, on any 5 consecutive days, between Monday & Saturday for a weekly total of 38 hours.
- 2.2 Days of work will be consecutive unless agreed between the Company and an employee in order to meet either a requirement of the Company, or a personal need of an individual employee.
- 2.3 Hours will be worked continuously except for usual breaks. (Refer Clause 4)
- 2.4 Subject to genuine mutual agreement being reached between the Company and the employee, existing employees of the Company, currently working an arrangement of hours according with previous Company practice, may transfer to the conditions provided in this Agreement as part of the structural efficiency initiative.

3. HOURS OF WORK

- 3.1 Ordinary hours of work are worked between 7.00am and 6.00pm on any day that is provided for work to be undertaken under the arrangements set out in Clause 2
- 3.2 Extending Ordinary Hours of Work
 - 3.2.1 Subject to genuine agreement being reached between the Company and the individual employee, ordinary hours of work within a span of hours commencing either prior to 7.00am, or finishing after 6.00pm, can be worked in order to meet the needs of the Company, and the employee.
 - 3.2.2 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 will 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 while employees take a rostered break.
 - 3.2.3 Where a change to existing arrangements is sought by agreement, these changes will be advised to employees no less than ten working days prior to the proposed change.
 - 3.2.4 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, may be required to delay the taking of a break by no more than one hour in order to complete the particular task.
- 3.3 Provisions relating to Employees working Saturday
 - 3.3.1 An employee engaged to work ordinary hours of work on a Saturday will be employed as a shift worker as prescribed in Clause 2 of the Award. The Terms of this Agreement will otherwise apply.



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3.3.2 Where an employee is required to work a Saturday, in addition to their normal 38 hour working week, that employee will be paid at the rate of time and half for all hours worked. (Refer Overtime - Clause 3.4). 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.

3.4 Overtime

3.4.1 Under all work arrangements, overtime will be either:

- paid for all hours at time and a half; or
- the employee will be allowed time off in lieu of such payment at a time convenient to both management and the employee.

3.4.2 Where employees have not been given notification on the previous day of the intention to work overtime, a meal allowance will be paid to employees who work a minimum of one hour overtime AND where that overtime extends beyond 6.00pm AND where that overtime is worked in addition to a period of not less than six hours ordinary time.

3.4.3 Where an employee has worked in excess of a 10 hour day within the hours of 7:00am to 5:30pm, that employee will be permitted a Crib Break of 20 minutes.

3.5 Time Off In Lieu of Overtime

3.5.1 Where time off in lieu of payment of overtime is agreed:

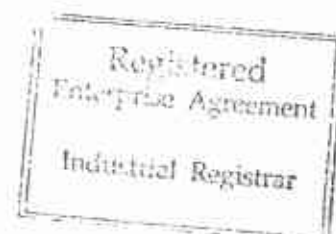
- The time off will be equivalent to the overtime rate that would have otherwise been paid.
- The period for taking the time off in lieu will be agreed when arranging for, or directing, the overtime to be worked. This time off can only be taken on a day that is mutually agreed by the parties and falls within fifteen (15) working days of the overtime being worked. If this cannot be achieved, the employee will be paid for the overtime worked at the prescribed rate, and the eligibility for the employee to take time off will cease.
- Accrued time off in lieu can be taken as a part day where agreed.

3.6 Overtime Worked by "Casuals"

For the purpose of determining overtime hours worked by a casual employee the "normal commencing & finishing times on any day" will be the times nominated to the casual employee on the day of hire. The finishing time will be no longer than ten hours from the time of commencement. Casual employees will be paid at the rate prescribed for ordinary hours of work for any time worked up to 10 hours on any day of engagement.

3.7 Rest Period After Overtime

3.7.1 Wherever reasonable and practicable, employees having completed overtime will have at least ten consecutive hours off duty between the work of successive days.



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3.7.2 Employees (other than a casual employee) who are directed to work so much overtime between the termination of their ordinary work on one day, and the commencement of their ordinary work on the next day, that they have not had at least ten consecutive hours off duty between those times, will be released after completion of such overtime until they have had ten consecutive hours off duty. This will be without loss of pay for ordinary working time occurring during such absence unless the work undertaken was without the direction of management (including, but not limited to, where an employee performs work for, or in exchange with, the shift of another employee).

3.7.3 If on the instructions of the employer, employees resume or continue work without having had ten consecutive hours off duty, they will be paid at double time rates until they are released from duty for such a period. They will then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

4. WORK BREAKS

4.1 In addition to the time taken for meal breaks, employees are entitled to a break of ten minutes, taken without loss of pay during any continuous work period of 5 hours. Employees are not entitled to have time added to any work break for the purpose of "washing". These breaks will be taken at such times as will not interfere with the continuity of work as required.

4.2 Where starting times for employees have been staggered, then the taking of work breaks will also be staggered.

4.3 Employees may only have one ten-minute break in any one day, and cannot split the time to have a break in both the morning and afternoon. These breaks are paid meal breaks and are at ordinary rates of pay.

4.4 Temporary departure from the workplace for the purpose of accessing refreshment-making facilities for consumption at the workplace will not be considered as a work break.

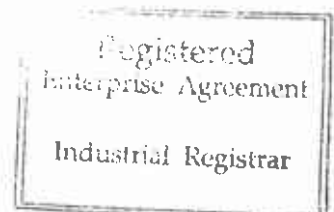
4.5 Employees are required to check out when they leave the site, and to check in when they return. Additionally the time recording equipment must not be used on behalf of any other person under any circumstances.

5. ACCOUNTABILITY FOR PERFORMANCE AND WORKPLACE

5.1 Responsibility for Quality of Work Output

5.1.1 Employees will continue to demonstrate the capability to perform the work prescribed in their designated classification and to perform all reasonable work expected in line with their relative skill levels.

5.1.2 Employees will also demonstrate that they have the skills necessary to exercise a reasonable level of individual quality control over the work they are performing.



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- 5.1.3 In the event that such skills cannot be reasonably demonstrated, the employee may be directed to undertake training under supervision and direction. During any such period of training, the employee will be paid at the rate appropriate for the skill level and not be entitled to the payment provided for the skill level for which they have been originally classified.
- 5.1.4 The training will 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.
- 5.1.5 While an employee is under training supervision, the trainer will 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 will then become accountable for all work performed.
- 5.1.6 The Company will provide these employees with appropriate documentation relating to the work skills they are aiming to achieve.

5.2 Responsibility for Workplace

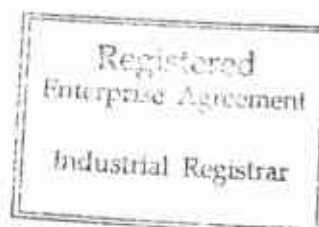
- 5.2.1 Employees will respond to any reasonable direction to perform work for which they have the skill and capability to perform.
- 5.2.2 Employees will respond to directions given with respect to ensuring a safe workplace and will not, either by act or omission, be involved in any activity, which may be reasonably seen to constitute a workplace hazard for the employee, any other employee, or any person legitimately on the premises.
- 5.2.3 Employees will utilise at all times any protective clothing or equipment provided while in the workplace. Employees will also respond to reasonable directions given with respect to wearing protective hair covering, securing loose clothing or any other direction conducive to the safety and welfare of the employee, other employees, or any other person legitimately on the premises.
- 5.2.4 Employees are required to notify their direct Line Manager and obtain approval to leave the site during working hours. (Refer also Clause 4)

5.3 Team Environment

Employees will be required not only to exercise individual skills and capabilities, but also to demonstrate a willingness and capacity to operate in a team environment that takes overall responsibility for the workplace and 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

- 6.1 Employees are 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:



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- 6.1.1 Within one hour of the normal time for commencement of the employee's shift, the employee will ensure a call is made either by themselves, or on their behalf, to their immediate Supervisor or Line Manager within the Company to advise of the absence, and potential duration of the absence.
- 6.1.2 Sick leave advice should not be left with Reception or other employees outside their own department. Where a Supervisor or Manager is unavailable, the employee should leave a message with an employee in their Department.
- 6.1.3 In the event that the employee does not ensure notification to the Company as required, the Company may refuse to accept the claim for sick leave but may grant the period of absence as "leave without pay".
- 6.1.4 Subject to the provisions of the Award the Company may require a Medical Certificate for the claimed illness or injury if it involves two or more consecutive days of absence. If required, the Medical Certificate must be produced at the first available opportunity. The Company may delay the payment for leave until the requested substantiation is produced.
- 6.2 For the purpose of this agreement, an employee will be entitled to up to 38 hours sick leave during the first year of employment and 60.8 hours in the second and subsequent years of employment.
- 6.3 Employees may utilise accumulated sick leave credits 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. These provisions are available to all employees under the same conditions as apply to the use of leave for their own claimed illness or incapacity. This includes the requirement to provide a Medical Certificate or other acceptable substantiation.
- 6.4 As an incentive to reducing absenteeism through sick leave, the following scheme will apply for the duration of this agreement;
- 6.4.1 This scheme covers those employees who have in excess of 30 days sick leave accrual on their anniversary. Payment for the scheme will only be made on the employee's anniversary of commencement at their request.
- 6.4.2 This scheme is subject to;
- After each year of employment, (ie on the employee's anniversary date) that employee may choose to be paid for sick leave hours accrued, but not taken, during the previous twelve months. 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.



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- 6.4.3 Where either a management, and/or an employee representative determine that an 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 will be granted sick leave for the day.

7. BEREAVEMENT LEAVE

Bereavement Leave will be available to employees on their making application to the Company with any supporting material demonstrating a genuine bereavement arising from the death of an immediate family member or close personal associate (including a partner or partner's family). Subject to the provisions of the Award, up to three days in any one year is available, plus the utilisation of untaken Sick Leave up to a further three additional days in any one year.

8. FIXED TERMS OF ENGAGEMENT

- 8.1 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,
- 8.1.1 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.
- 8.1.2 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.
- 8.1.3 The provisions of this clause will 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 mutual agreement is reached).
- 8.1.4 When it is intended to engage an employee under a fixed term of engagement, the Union will 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.)
- 8.1.5 During the period of engagement the employee will 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 leave and loading.

9. PROCEDURES FOR SETTLING DISPUTES

9.1 Work Section Issues

- 9.1.1 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.

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9.1.2 An 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 will give the matter priority attention, with a view to advising a response from the Company without delay. In any event, the Supervisor or Manager will advise the affected employee or employees the progress on this issue prior to the end of the Supervisor/Manager's next working shift. This could cover what steps are being taken to obtain a response, when such a response may be anticipated, or advise the decision reached on this issue.

9.1.3 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 will be advised to the Senior Manager having overall responsibility for the section or Department.

9.1.4 If the matter is not settled at this point, it will be referred to the General Manager of the Company, who will arrange a meeting with the employees concerned and a member of the Consultative Committee.

9.1.5 If the matter is not settled as an outcome of the meeting arranged by the General Manager, it will be reviewed by Management in the light of all the circumstances, and an opportunity will 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.

9.1.6 Should the matter not be settled at this point, both parties will observe the "status quo" for a period of no less than 48 hours.

9.1.7 Where agreement has been reached between the parties at any point in the process, such agreement will be recognised by both parties and applied in accordance with the spirit and intent of the Agreement.

9.1.8 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.

9.1.9 While the Industrial Relations Commission is dealing with the matter, work will proceed as normal with no action being taken by any party with respect to the issue of grievance or dispute, including action that would have the effect of escalating the dispute in any way.

9.2 Safety Issues

9.2.1. This procedure will not apply where issues of safety arise. When a safety issue is raised, the Company will immediately investigate it, and the Company will take such action as is necessary to protect the safety, health and welfare of employees on site.



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9.2.2 During investigation and action processes, work will continue on the site as directed, subject to such work not being required in circumstances where the safety issue raised is a factor.

9.3 Site Issues

9.3.1 The procedure for resolution of site grievances or disputes will broadly be in line with that provided for "Work Section Issues" except that the procedure set out in subclause 9.1.1 will not be required and the initial step will be to advise the Senior Manager of the Section or Department, as stated in subclause 9.1.2.

9.3.2 If the matter is not resolved at this point, then further action will follow the procedure set out in the "Work Section Issues".

10. WAGES AND CLASSIFICATIONS OF EMPLOYEES

10.1 Classification Structure

10.1.1 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.

10.1.2 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:

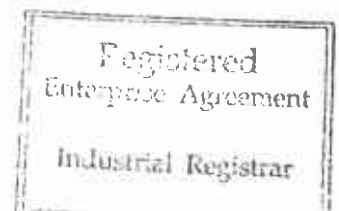
10.1.2.1 Developing and fostering a team approach to undertaking tasks at the workplace, including performing tasks which are peripheral to the main work performed by an individual employee, subject only to the performance of such tasks being within the range of capability of the individual and which does not constitute a health or safety hazard either for the individual or for any co-worker or any other person.

10.1.2.2 Providing avenues by which the employee can become multiskilled and access opportunities for job growth or promotion.

10.2 Redundancy and Resignation

10.2.1 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.

10.2.2 Employees are to complete the "Notice of Resignation" form, which should indicate the employee's final working day. The Company should hand this form to the employee's supervisor as part of the acceptance procedure.



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10.2.3 Redundancy: Employees under 45 years of age who have been retrenched on account of redundancy will be paid, in addition to any accrued entitlements, a severance payment which is the greater of the two following options:

- (i) The Award
- (ii) Current Company Policy

For Employees 45 years of age and over the following will apply –

<u>Service</u>	<u>Payment equivalent. (weeks)</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

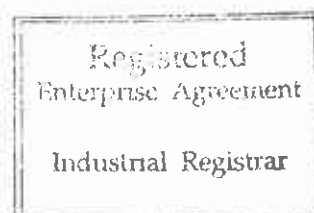
or in accordance with the current Award, whichever is the greater.

10.3 Training

10.3.1 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, employees will undertake courses as if it were part of their 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 employees for a suitable recognition of the course undertaken, subject to the benefit for the Company of the skills and/or knowledge acquired.

10.3.2 The Company will not direct employees to undertake such training in circumstances where employees have reasonable grounds to decline or refuse such courses, or where it would be unreasonable to expect employees to undertake the courses. This may mean that opportunities for advancement for employees may be limited, however the Company may in the circumstances of the particular job function, recognise that skills have been acquired by employees through on-the-job participation and experience. Recognition of these skills acquired would be as if they had been acquired through formal training processes.

10.3.3 A wage structure based on the job matrix that reflects the degree of skill associated with the particular classification relative to the current way fixing principles will be implemented. This, together with an amount of "Supplementary Payment" associated with the specific job performed within the Company, and the achievement of "structural efficiency and productivity" as achieved through the successful implementation of this Agreement will determine employee pay levels.



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10.3.4 All employees will be issued with a pay advise slip showing all monies paid for that week, and will include the hours worked on each day as well as overtime hours, sick leave accrual, annual leave, etc.

11. HOLIDAYS

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

12. TERMS OF AGREEMENT

12.1 The provisions of this Agreement will commence from the date of registration with the Industrial Relations Commission of NSW.

1 March 2002
[Signature]

12.2 This agreement will continue in force for a period of two years ~~and two months~~ following the date of operation. At that time the parties will review the existing provisions with the clear intention of renewing the Agreement for such further periods as may be agreed between them, subject to any negotiated variations.

13. NO FURTHER CLAIMS

13.1 No claims will be made by either party on the other with respect to a matter contained in this Agreement, or any other matter other than to give effect to any Order or Determination by the Industrial Relations Commission during the period of this Agreement.

13.2 In addition during the period of the Agreement, the parties may also meet and agree with respect to any variation of the Storemen and Packers (General) State Award that 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 24th day of April 2002

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

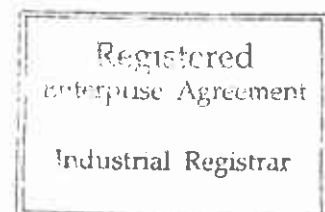
[Signature]

In the presence of:

[Signature]

SIGNED by the employees subscribing to and who have voted in secret ballot conducted on 22-25 March 2002 to approve the Agreement as per APPENDIX 2

APPENDIX 1



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APPENDIX 1

WAGES SCHEDULES

GRADE/LEVEL	CURRENT RATE PER WEEK	March 2002 4.0%	March 2003 4.0%
GRADE 1	\$509.42	\$529.80	\$550.98
GRADE 2	\$532.88	\$554.20	\$576.37
GRADE 3	\$545.90	\$567.74	\$590.45
GRADE 4	\$593.24	\$616.97	\$641.65

NAME	LOCATION	SIGNATURE	DATE OF SIGNATURE
Barbara Ponzo	Smithfield	<i>B. Ponzo</i>	15.4.02.
Tony Watton	Smithfield	<i>T. Watton</i>	22.4.02.
David Wright	Smithfield	<i>D. Wright</i>	22.4.02.

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APPENDIX 2

CLASSIFICATION MATRIXES

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 Storeworker 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 folk 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 performing their 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 Storeworkers Grade 3 with a high degree of skill and accept responsibility for the performance of such duties.

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Employees who undertake the role of section leading hand.

