



**MAURICE KAIN TEXTILES ENTERPRISE AGREEMENT – 1999**

BETWEEN

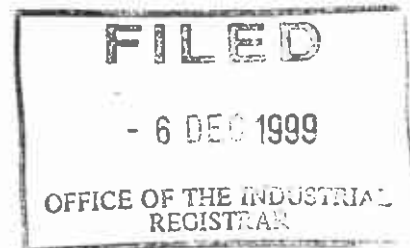
**MAURICE KAIN TEXTILES LIMITED**

AND

**THE NATIONAL UNION OF WORKERS (NSW BRANCH)**

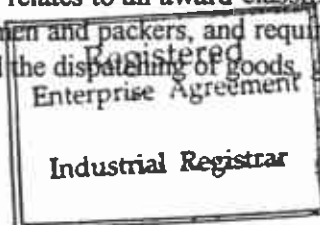
**1. ARRANGEMENT**

1. Arrangement
2. Incidence and parties bound
3. Term of agreement
4. Relationship to parent award
5. Purpose of agreement
6. Hours of work
7. Attendance recording
8. Meal breaks
9. Training & multi-skilling
10. Warehouse hygiene
11. Wage adjustments
12. Redundancy
13. Probationary period
14. Warehouse security
15. Employee counselling procedure
16. Industrial dispute procedure
17. Signatories



**2. INCIDENCE AND PARTIES BOUND**

- 2.1 **The Parties:** This Enterprise Agreement is made pursuant to Chapter 2, Part 2, Division 1 of the New South Wales Industrial Relations Act, 1996, No. 17, entered into between Maurice Kain Textiles Limited and warehouse employees represented by the National Union of Workers.
- 2.2 **The Enterprise:** The enterprise for which the agreement has been reached without duress is located at 33-39 Bowden Street, Alexandria, NSW 2015.
- 2.3 **The Occupations:** This Enterprise Agreement relates to all award classifications for adult and junior employees classified as storemen and packers, and required to carry out duties of receiving, checking, counting and the dispatching of goods, generally as required of a storeman and packer.



**3. TERM OF AGREEMENT**

This Agreement shall take effect from the date of registration and by agreement between the parties, shall have a nominal term until 1 July 2001.

**4. RELATIONSHIP TO PARENT AWARD**

The parties to this agreement have determined that this enterprise agreement shall be read and interpreted wholly in conjunction with the Storemen and Packers, General (State) Award and the Storemen and Packers, General (State) Wages Award and that where there is inconsistency, the terms of this enterprise agreement shall take precedent.

**5. PURPOSE OF AGREEMENT**

This agreement has been determined to provide for an understanding of the need for full flexibility of employment conditions to suit the commensurate activities of the company together with the provision of mutually acceptable rewards for participating employees.

**6. HOURS OF WORK**

6.1 It is agreed that the existing hours of work for current employees will remain to suit the general requirements of the business with the 38 ordinary hours of work each week being from 8.00am to 4.30pm, Monday to Friday. Should there be a need for commercial reasons to vary the nominated hours and subject to the award's spread of hours of 6.30am to 5.30pm, 7 days notice will be given to affected employees.

6.2 As per the previous agreement, the hours of work for new employees engaged by the company will be 8.00am to 4.12pm, Monday to Friday, without provision for rostered day's off. Any company decision to alter starting and finishing times after commencement will be subject to the award spread of hours and 7 days notice for affected employees.

**7. ATTENDANCE RECORDING**

The practice for employees to register attendance at work using the "bundy card" payroll system as previously agreed will remain.



## **8. MEAL BREAKS**

- 8.1 A paid morning tea break of 10 minutes is provided and shall be taken at 9.30am and an unpaid lunch break of 30 minutes to be taken at 1.00pm. It has been agreed that should there be a need to work staff through a meal break because of commercial reasons, staff will be available and will take the appropriate meal break as soon as practicable thereafter.
- 8.2 Staff should take meal breaks away from their actual workplace either in the lunchroom or outside the premises.
- 8.3 All personal phone calls should be arranged to be taken or made during the meal breaks where practicable.

## **9. TRAINING & MULTI-SKILLING**

Both parties to this agreement acknowledge the need for a variety of individual job skills in the workplace and subject to the employers requirements, employees give an undertaking to attend training courses as required. An employee required by the company to attend a training course conducted externally and outside normal hours of work will be paid at the ordinary pay rate for such attendance.

Furthermore, the nature of work requires a reasonable degree of inter-change between specific job requirements and it is agreed that provided an employee is given appropriate training to facilitate such job capabilities, each employee undertakes to become more multi-skilled within the workplace.

## **10. WAREHOUSE HYGIENE**

All employees undertake to maintain the workplace and lunchroom/kitchen as a clean and worksafe area and will not deface property or fix posters to or write on walls, fixtures and equipment.

## **11. WAGE ADJUSTMENT**

- 11.1 For employees of the company at the time of registration of this Agreement, a wage adjustment of 4% will be given for all purposes of the award, effective from 1 July 1999.
- 11.2 It is further agreed that a wage adjustment of 5% will be given for all purposes of the award to employees of the company on 1 July 2000.

Registered  
Enterprise Agreement  
Industrial Registrar

## **12. REDUNDANCY**

12.1 If the company has surplus positions or labour surplus requirements, all current permanent employees in the warehouse are eligible for redundancy. Redundancy shall be offered on a voluntary basis. Should there be more volunteers than required, the longest serving employees will be offered first.

If there are insufficient voluntary members, the redundancies shall be applied in the area affected on a last on – first off basis.

12.2 Payment to employees, no later than the time of termination of:

- (i) Four weeks ordinary pay, in lieu of notice;
- (ii) four weeks ordinary pay for each year of employment and pro-rata for incomplete years of service calculated on the basis of full month's service, to a maximum of 40 weeks;
- (iii) one week additional payment for each year and pro-rata for incomplete years after 10 ten years of service;
- (iv) accrued, untaken annual leave together with 17½% leave loading up to the date of termination.

12.3 Employees over the age of 45 who are eligible for redundancy shall be paid an additional two weeks ordinary pay in lieu of notice.

12.4 Payment in respect to member superannuation will be made in accordance with the Trust Deed.

12.5 Employees affected by redundancy shall be allowed up to 2 days time off for the term of notice without loss in pay to seek other employment. Time off shall be taken at a mutually convenient time.

12.6 Long Service Leave on a pro-rata basis as per statutory requirements to be paid on termination.

## **13. PROBATIONARY PERIOD**

For job evaluation purposes, a probationary period of up to 3 months continuous employment from the date of commencement may be offered to a new employee with such employment being on a casual basis. During the period of casual employment, either party reserves the right to sever the employment contract on one hour's notice.

## **14. WAREHOUSE SECURITY**

The company has no alternative but to maintain security inside its premises and accordingly, all customers and visitors are required to report to the Office in the first instance. Appropriate signs are displayed adjacent to the workplace access area.



## 15. EMPLOYEE COUNSELLING PROCEDURE

With the object of establishing and maintaining a high standard of employer/employees relations, no employee will be terminated (except for misconduct which would justify instant dismissal) unless the following procedures have been followed:

- (i) First Counselling (verbal): If Management considers an employee to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee the right to respond. If the employee so requests, a witness of his choosing may be present.

An employee counselled in this regard shall have his/her record cleared if a re-occurrence of the misdemeanour does not occur within an elapsed time frame of 4 months.

- (ii) Second Counselling (written): If the employee in the opinion of the employer continues to be unsatisfactory, the company shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal. This will be committed to writing.

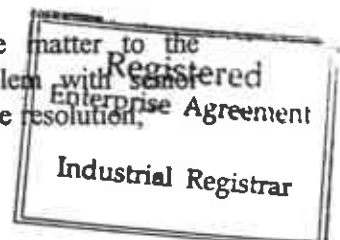
- (iii) Third and Final Counselling (written): If after two (2) counsellings the employer considers the employee to continue to be unsatisfactory, then the employee, in the presence of an appropriate employee representative, will be given a final warning. The nature of the unsatisfactory service will be committed to writing.

- (iv) Failure by the employee to respond to the final warning will result in the employee being terminated in accordance with the provisions of sub-clause 6.4 of clause 6 – Contract of Employment.

## 16. INDUSTRIAL DISPUTE PROCEDURE

Subject to the relevant general provisions of the NSW Industrial Relations Act 1996, No 17, it is agreed that the resolution of disputes and grievances need to be handled in an open and constructive manner which avoids adverse impact on customers and the business. Within this framework, every attempt shall be made to resolve the matter adopting the following procedural steps:

- (i) Any grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority, if initially unresolved;
- (ii) Should a dispute or grievance continue to remain unresolved, either party reserves the right to seek the assistance of senior management;
- (iii) Failing a resolution, the job delegate should report the matter to the appropriate NUW organiser who shall discuss the problem with senior management with the object of reaching a mutually acceptable resolution.



- (iv) Failing a satisfactory resolution, the NUW organiser will be required to refer the matter to the NUW State Secretary and the company may have a need to call upon their relevant external industrial relations adviser;
- (v) During discussions, the status quo shall remain and work shall proceed normally. (Status quo shall mean the situation that existed immediately prior to the dispute);
- (vi) Either party shall retain the right to notify the dispute to the NSW Industrial Registrar at any time during the course of the negotiations.

**17. UNION RECOGNITION AND MEMBERSHIP**

- (a) For the duration of this Agreement, Maurice Kain Textiles Limited recognise the National Union of Workers as the union representing all Employees in related classifications who are covered by this Agreement. This representation extends to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement.
- (b) It is the policy of Maurice Kain Textiles Limited that all Employees subject to this Agreement shall be given the opportunity to join the National Union of Workers, (N.S.W. Branch).
- (c) Maurice Kain Textiles Limited undertakes, upon authorisation, to deduct Union membership dues as levied by the National Union of Workers (N.S.W. Branch) in accordance with its rules, from the pay of Employees who are members of the National Union of Workers (N.S.W. Branch) at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.
- (d) All new Employees shall be advised of the matters set out in (a), (b) and (c) above and shall be introduced to the site NUW delegates upon being accepted for employment.

**NO EXTRA CLAIMS**

It is a term of the Agreement that both parties undertake not to make or pursue any extra claims for the life of the Agreement.

**DURATION OF AGREEMENT**

The Agreement will operate for 2 years from 1 July 1999.

- 18. Incentive agreement between Maurice Kain and the warehouse personnel has been agreed in a separate document. Whilst this agreement is ~~not part of the formal~~ Enterprise Agreement, it is to be reviewed in conjunction with any renegotiated Enterprise Agreements.

Registered  
Enterprise Agreement  
  
Industrial Registrar

19. SIGNATORIES

Signed for and on behalf of Maurice Kain Textiles Limited

  
.....  
MANAGER

25/11/99  
.....  
DATE

  
.....  
WITNESS

25/11/99  
.....  
DATE

Signed for and on behalf of the National Union of Workers (NSW Branch)

  
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~~REGISTRAR~~ STATE SECRETARY DATE

25.11.99  
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DATE

  
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WITNESS

25/11/99.  
.....  
DATE

