

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/89

**TITLE:** Shaw of Australia Pty Ltd - National Union of Workers, New South Wales Branch Certified Agreement 2002

**I.R.C. NO:** IRC3/760

**DATE APPROVED/COMMENCEMENT:** 25 February 2003/10 October 2002

**TERM:** 9 February 2005

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 9 May 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 11

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of Shaw of Australia Pty Ltd who fall within the coverage of the Storeman and Packers, General (State) Award

**PARTIES:** Shaw of Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch



Ex2

## **1.0 PART 1 – PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as the Shaw of Australia Pty Ltd - National Union of Workers New South Wales Branch Certified Agreement 2002.

### **1.2 Arrangement of Agreement**

This Enterprise Agreement is arranged as follows:

#### **1.0 PART 1 – PRELIMINARY**

##### **1.1 Title**

##### **1.2 Arrangement of Agreement**

##### **1.3 Parties To Agreement**

##### **1.4 Date and Period of Operation**

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## 10.0 DISCIPLINARY

- 10.1 Disciplinary Procedure

## 1.3 Parties To Agreement

This Agreement shall apply to Shaw of Australia Pty Ltd; its Warehouse, Dye House and Factory Employees; and the National Union of Workers New South Wales Branch (NUW).

## 1.4 Date and Period of Operation

### 1.4.1 Period of Operation

This Agreement shall operate for a period of 28 months from 10<sup>th</sup> of October 2002.

### 1.4.2 Renegotiation

The parties undertake to commence discussions for renegotiation of this Agreement three (3) months prior to the expiry date, and aim to finalise negotiations for a new Agreement by one (1) month prior to the expiry date.

## 1.5 Posting of Agreement

A copy of this Agreement shall be made available in each of the lunchrooms.

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## 1.6 Objectives of the Agreement

The aim of this Agreement is to achieve the goals set by the consultative process, to provide a consultative environment where the workforce are well trained, multi-skilled and have job security, and where the company is profitable, customer focused, streamlined and efficiently producing, storing and delivering quality products and service.

## 1.7 Relationship to parent award

It has been agreed that the Storeman and Packers, General (State) Award will replace the Textile Industry State Award as the parent award. This Agreement shall be read and interpreted wholly and in conjunction with the terms and provisions of the parent awards provided that, where there is any inconsistency, this Agreement shall take precedence to the extent of any inconsistency.

## 1.8 No Further Claims

The parties agree that during the life of this Certified Agreement, no extra claims will be made for further wage increase or bargaining agent's fees for non-union employees.

## 2.0 UNION RECOGNITION AND MEMBERSHIP

- (a) Shaw of Australia Pty Ltd recognises the National Union of Workers New South Wales Branch (NUW) 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 Shaw of Australia Pty Ltd that all Employees subject to this Agreement shall be given the opportunity to join the National Union of Workers New South Wales Branch.
- (c) Shaw of Australia Pty Ltd will upon authorisation deduct Union membership dues, as levied by the National Union of Workers New South Wales Branch in accordance with its rules, from the pay of Employees who are members of the National Union of Workers New South Wales Branch at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscription 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.

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### **3.0 UNION DELEGATE**

- (a) Where an employee is elected by fellow employees as a Union delegate and their name is forwarded by the Union to the Employer, the said Union delegates shall be allowed by the Employer, such time as necessary to interview Employees and the Employer or Employers Representative on matters affecting the employees whom the delegate represents.
- (b) The elected union delegate and co-delegate shall be released from duty on full pay upon confirmation from the State Secretary of the Union that he/she is required for legitimate Union business off-site. Such delegate/s shall be allowed ten days leave per year, or more by mutual agreement.

### **4.0 TRANSMISSION OF BUSINESS CLAUSE**

This Agreement shall apply to any successor, assignee or transmittee of all or any of the work.

### **5.0 COMMUNICATION, CONSULTATION, DISPUTE RESOLUTION**

#### **5.1 Single Bargaining Unit**

For the purpose of negotiating this Certified Agreement, a single bargaining unit has been established consisting of representatives from employees, the National Union of Workers New South Wales Branch and management. Employee representatives will be elected from the work areas.

#### **5.2 Consultative Committee**

##### **5.2.1 Representation**

The Consultative Committee shall provide from equal representation of both the management and employees. Employee representatives should come from a cross section of all work groups, and company employees.

##### **5.2.2 Role**

The Committee will monitor the effective implementation of the Certified Agreement. Matters in respect of the Certified Agreement, which have been dealt with by the Procedure to Avoid Industrial Disputation, may if appropriate be referred to the Consultative Committee. From time to time other matters



may be referred to the Consultative Committee, where agreement has been reached between the parties.

### 5.2.3 Charter

The first meeting/s of the Consultative Committee will develop a charter for the operation of the Committee. At that meeting frequency of meetings will be discussed.

## 6.0 PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY IMPROVEMENTS

### 6.1 Productivity Measurements

The Parties recognise the importance of developing and measuring productivity improvements. The Parties also recognise that productivity improvement is created by a number of processes including; capital investment, technology improvements, changed work practices, systems improvements, training, and product mix.

## 7.0 HOURS OF WORK

### 7.1 General

#### 7.1.1 Hours

The hours of work of a full time employee are thirty eight (38) hours per week. These are worked on the following basis:

#### Warehouse

Monday to Thursday: Seven and one half (7.5) hours per day

Friday: Eight (8) hours per day

#### Dye House

Monday to Thursday: Eight (8) hours per day

Friday: Six (6) hours per day

#### Factory

Monday to Thursday: Eight (8) hours per day

Friday: Six (6) hours per day

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### 7.1.2 Day Shift:

Span of hours for Day Shift is 6.00 am to 6.00 pm.

### 7.1.3 Afternoon Shift:

Span of hours for Afternoon Shift is 12.00 Noon to 12.00 Midnight.

### 7.1.4 Night Shift:

Span of hours for Night Shift is 10.00 pm to 8.00am.

## 8.0 WAGES AND RELATED MATTERS

### 8.1 Wage Increase

A wage increase of 5% will take effect from the 10<sup>th</sup> of October 2002 and a further increase of 5% will take effect from the 10<sup>th</sup> of December 2003 which will continue up to the end of the Agreement on the 10<sup>th</sup> February 2005.

### 8.2 Wage Rates

The base hourly rates of pay for adult employees at Shaw of Australia Pty Ltd shall be as follows:

<u>Dye House</u>	Old Rate	Rate 10.10.02	Rate 10.12.03
Level one	\$12.53	\$13.16	\$13.81
Level two (Machine Operator)	\$12.64	\$13.27	\$13.94
Level three (Complex Skills)	\$13.20	\$13.86	\$14.55

<u>Factory</u>	Old Rate	Rate 10.10.02	Rate 10.12.03
Level one	\$12.53	\$13.16	\$13.81
Level two (Machine Operator)	\$12.64	\$13.27	\$13.94
Level three (Complex Skills)	\$13.20	\$13.86	\$14.55
Level four (Leading Hand)	\$13.40	\$14.07	\$14.77
Level five (Supervisor)	\$15.30	\$16.07	\$16.87

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<u>Warehouse</u>	Old Rate	Rate 10.10.02	Rate 10.12.03
Storeman Level one	\$12.53	\$13.16	\$13.81
Storeman Level two	\$12.64	\$13.27	\$13.94
Leading Hand	\$13.40	\$14.07	\$14.77
Supervisor	\$15.30	\$16.07	\$16.87

### **8.3 Payment of Wages**

#### **8.3.1 Frequency**

All wages including overtime shall be paid weekly.

#### **8.3.2 Method**

Payment will be by electronic funds transfer into the employee's bank account.

### **8.4 Casual Employment**

A casual employee is engaged as such to meet the demands of the business. No casual employee will be engaged on full time hours for more than twelve months. Casual employees will be paid for a minimum of four hours on any one engagement. A casual employee shall be paid loadings in accordance to Storemen and Packers (State) Award on the rates mentioned above.

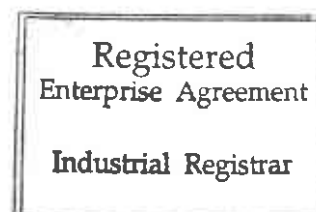
### **8.5 Allowances**

#### **8.5.1 Meal Allowance**

An employee required to work overtime for more than one hour beyond their normal finishing time without being notified on the previous working day that he or she will be so required to work shall either be supplied with a meal by the employer or paid a \$9.10 meal allowance.

#### **8.5.2 First Aid Allowance**

An employee who has undertaken a first aid course and who is the holder of a current recognised first aid qualification such as a certificate from the St John's Ambulance or similar body shall be paid an allowance of \$2.00 per working day if he or she is appointed by the employer to perform first aid duty.





### 8.5.3 Stenter Cleaning Allowance

An employee who is required to clean the Stenter after using it for pigment padding shall be paid an allowance of \$4.30 per week.

### 8.5.4 Dye House Colour Kitchen Allowance

An employee who is required to prepare mix in the colour kitchen will be paid an allowance of \$4.30 per week.

### 8.5.5 Factory Mix Room Allowance

An employee who is required to work in the mix room will be paid an allowance of \$0.78 cents per hour.

### 8.5.6 Factory Shop Allowance

An employee who is required to work in the factory shop will be paid an allowance of \$0.12 cents per hour.

### 8.5.7 Driver Allowance

An employee who is required to drive a company truck will be paid an allowance of \$0.40 cents per hour.

### 8.5.8 Uniform Allowance

An employee of the coating factory and dye house may claim an allowance of \$5.30 per week to provide and launder their own uniform rather than the company provide that service for them.

## 9.0 LEAVE OF ABSENCE

### 9.1 Annual Leave

#### 9.1.1 Entitlement

An employee other than a casual employee is entitled to four (4) weeks annual leave for every twelve (12) months of continuous service.

#### 9.1.2 Loading

The pay rate for annual leave is the pay rate at the time the employee takes the annual leave, plus 17.5 per cent of that rate.

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### 9.1.3 Use and notice required

An employee may take annual leave at any time agreed within twelve (12) months of accrual, unless alternative arrangements are agreed.

The employer and employee will seek to reach agreement on the taking of annual leave at a mutually agreeable time. In the absence of agreement the employer may give at least one (1) months notice of the commencement of leave or part of leave which is due to the employee.

One months notice will be required for scheduling annual leave in other than exceptional circumstances.

### 9.1.4 Public Holidays

If a public holiday falls within an employee's annual leave, as is prescribed in the agreement, and is on a day that would have been an ordinary working day, then either:

- a) extra time equivalent to the public holiday is added to the employee's annual leave; or
- b) the employee can choose to be paid for the public holiday instead of having the extra time.

## 9.2 Sick Leave

### 9.2.1 General

Sick Leave is leave to which an employee other than a casual is entitled without loss of pay because of his or her personal illness or injury.

### 9.2.2 Entitlement

An employee other than a casual is entitled to, in the first year of employment, leave of five (5) days and ten (10) days for the second and subsequent years of employment. Sick pay entitlements for part-day absences shall be calculated on a proportionate basis by multiplying the duration of the sick leave absence by the average daily pay for ordinary hours and dividing the sum by the ordinary hours normally worked that day.

Employees may elect to have accrued Sick Leave calculated on the first Thursday in December paid out in excess of a minimum reserve of ten (10) days (76 hours). Payments will be made on the last pay week before Christmas.

### 9.2.3 Evidence supporting claim

Two (2) single paid sick leave absences without a medical certificate or Statutory Declaration in a one (1) year period will be allowed. Thereafter a

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medical certificate from a duly qualified medical practitioner, or a Statutory Declaration which states that the employee was unable to attend for duty on account of medical illness or injury will be required.

## **10.0 DISCIPLINARY**

### **10.1 Disciplinary Procedure**

The Parties agree that the success of the business depends on each member's contribution to the overall work effort.

This disciplinary procedure is directed toward correcting and/or improving an employee's conduct on occasions when that conduct is unacceptable and to ensure the employee is treated fairly.

The disciplinary procedure, in the majority of cases, shall be used to assist an employee to understand Company policy and requirements.

Performance counselling and/or discipline is any communication or action taken by a Manager or a Work Group for the purpose of motivating an employee to achieve the accepted standards of performance and resolving performance problems.

The Disciplinary Procedure has three levels: -

Level 1 – Formal Counselling, where an employee is notified that further breaches of a particular policy, procedure or practice will lead to disciplinary procedure. At this Level it will be made very clear to the employee, exactly what is required to perform at an acceptable level.

Level 2 – Warning, where an employee is notified that further breaches may lead to more serious disciplinary action or even dismissal. At this stage it will be made very clear to the employee exactly what is required to perform at an acceptable level.

Level 3 – Final Warning or Dismissal

The levels of discipline may or may not be administered in a sequential manner depending upon the situation.

The employee's Union Delegate will be involved at every level of the Disciplinary Procedure.

Throughout the application of the Disciplinary Procedure, employees will be provided with the opportunity to present their own view of the situation and reasons for their conduct.



Where an employee disagrees with a formal counselling or formal warning, a request to review the disciplinary action may be made by the employee to the next level of management. In the case of Final Warning, a request for review may be made to the Human Resources area through the immediate Supervisor.

A written copy of all levels of discipline will be made available and placed on the employee's personal file, with a copy also to be made available to the employee at the time of the procedure. At the employee's request, the Union Delegate may also have access to all aspects of the disciplinary procedure.

#### Duration of a Warning

All written warnings shall have a life of one (1) year.

#### Statement of Service

The employer shall, in the event of termination of employment, provide upon request, to the employee, a written statement specifying the period of their employment and the classification or type of work performed by the employee.

Signed on behalf of Shaw of Australia

Date



11/02/03

Signed on behalf of National Union of Workers

Date

New South Wales Branch



10-2-03

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