

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/273

**TITLE: The Gates Rubber Company (NSW) Pty Limited
Enterprise Agreement 2004**

I.R.C. NO: IRC5/449

DATE APPROVED/COMMENCEMENT: 17 December 2005 / 1 December 2004

TERM: 12

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/141.

GAZETTAL REFERENCE: 21 October 2005

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by The Gates Rubber Company (NSW) Pty Ltd located at Lot 14, Norfolk Avenue, South Nowra, NSW 2541 who fall within the coverage of the Rubber Workers (State) Award

PARTIES: The Gates Rubber Company (NSW) Pty Ltd -&- the National Union of Workers, New South Wales Branch

THE GATES RUBBER COMPANY (NSW) PTY LIMITED ENTERPRISE AGREEMENT 2004

1. Title

This Agreement shall be known as The Gates Rubber Company (NSW) Pty Limited Enterprise Agreement 2004.

2. Arrangement

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3. Application

This Agreement shall apply at The Gates Rubber Company (NSW) Pty Limited (ABN 31 075069911), Lot 14 Norfolk Avenue, South Nowra, NSW, to all employees who are bound by the terms and conditions of The Rubber Workers (State) Award.

4. Parties Bound

This Agreement shall be binding upon the National Union of Workers (NSW) and The Gates Rubber Company (NSW) Pty Limited and its employees, whether members or not of the Union, who are covered by the classification structure contained in clause 15 of this Agreement.

5. Union Recognition

The Parties recognise that the National Union of Workers (NSW) is the union representing all union member employees covered by this Agreement. All employees subject to this Agreement shall be given the opportunity to join the National Union of Workers (NSW).

Upon authorisation, union membership dues, as levied by the National Union of Workers (NSW), in accordance with its rules, shall be deducted from union member wages each pay period, and remitted on a monthly basis to the National Union of Workers (NSW).

6. Period of Operation

This Agreement shall operate from the beginning of the first pay period to commence on or after 1st December, 2004, and shall remain in operation for a period of 12 months.

This Agreement shall be made in accordance with Part 2 - Enterprise Agreements of The *Industrial Relations Act* 1996.

7. Relationship to Parent Award

This Agreement shall be read in conjunction with The Rubber Workers (State) Award. Where there is any inconsistency between this Agreement and the A ward, the terms of this Agreement shall prevail.

8. Hours of Duty

- a. All employees covered by The Rubber Workers (State) A ward shall work the following ordinary hours:

Day Shift	Monday to Thursday	Start 5:50am Finish 2:00pm
	Friday	Start 5:50am Finish 12:00pm
Afternoon Shift	Monday to Thursday	Start 1:50pm Finish 10:00pm
	Friday	Start 11 :50am Finish 6:00pm
Night Shift	Monday	Start 11 :50pm (Sunday) Finish 6:00am
	Tuesday - Friday	Start 9:50pm Finish 6:00am

Employees who are engaged in shift operations shall work the shifts assigned to their departments as displayed on departmental shift rosters

- b. The parties agree that the success of working hours is dependant upon continuous improvement in customer service and productivity. In the event the business conditions dictate a variation from times specified in (a), start and finish times will change with a minimum of two weeks notice of such change being provided, excepting individual employee shift change requirements as provided for in the Award.
- c. The parties agree that start and finish times for ceasing work prior to a break and resuming work after a break will be strictly observed. Employees must be ready to commence work and shall, except for the taking of rest and meal breaks provided by this Agreement, remain at their work station until the designated finishing time, unless a supervisor permits the employee to leave his or her work station at some other time. This requirement does not affect the right of the employee to take toilet breaks as needed.
- d. Equipment which is part of a continuous running operation will be operated through the shift- change by the on shift. Production shall be maintained until the designated shift finish time. By mutual agreement between the finishing and relieving equipment operators, the position may be relieved up to ten (10) minutes before the designated shift finish time. However the finishing operator shall not clock- off until the designated shift finish time.
- e. All work performed on weekends or public holidays shall be paid at the penalty rates as defined in clause 26 of The Rubber Workers (State) Award. This clause does not apply to the ten minutes hand-over period prior to shift commencement.
- f. All shift rosters shall be posted on notice boards by 10:00pm each Wednesday. If unexpected business demands delay such postings or customer demands require late changes, a notice shall be displayed which clearly explains the reason for the changes.

9. Shift Allowance

Shift allowance shall apply in accordance with clause 14 of The Rubber Workers (State) Award and to shifts defined in clause 8 of this Agreement, and shall be paid hourly at the following rates:

Day Shift	Afternoon Shift	Night Shift	Permanent Night Shift
Nil	15.0%	25.0%	30.0%

10. Notification of Absence

- a. An employee shall, wherever practicable, give the employer notice prior to the commencement of an absence of the reasons for the absence and the estimated length of absence. If it is not possible for the employee to give prior notice of the absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the first day of absence.
- b. Authorised paid absences shall be paid as the rostered hours that would have been worked over the absence period.

11. Overtime

- a. The employer shall not conduct production on the basis of providing regular and on-going periods of overtime. Nor shall an employee expect to be provided with regular and on-going periods of overtime. Overtime shall be worked to meet customer demands from time to time.
- b. An employee who has been requested to work a period of overtime is to be provided with notice if the overtime is no longer required. This notice shall be provided no later than four (4) hours into the prior rostered shift.

When this period of notice is not provided, half of the scheduled overtime hours are to be paid to the employee at single time rates, excepting in the event that the overtime is no longer required because the employee can no longer be usefully employed because of machinery breakdowns, strike, or any stoppage of work through any cause for which the employer cannot be held responsible.

- c. In the case of any employee who is rostered to work overtime and is unable to attend for duty clause 10 of the Agreement shall apply.

12. Break Times

Employees shall be allowed rest and meal breaks during their shifts as follows:

Rest Time	within the first half period of the shift	20 minutes
Meal Break	within the second half period of the shift	20 minutes

The parties acknowledge that no other rest time shall be allowed unless previously authorised by a departmental supervisor.

Production equipment which by necessity should be kept running continuously throughout the shifts, will be operated to maintain productivity at standard levels by staggering break times.

13. Annual Leave

All annual leave shall be provided for and availed in terms of The Rubber Workers (State) Award.

The parties agree that in addition to these Award provisions the company may withhold ninety (90) hours of an employee's annual leave to allow for sufficient annual leave accrual during the annual plant shutdown. This provision recognises that the company shall encourage all permanent associates to have income during this period.

Notwithstanding, any associate who requires a portion of this annual leave on the grounds of hardship or personal misfortune, individual circumstances shall be considered when assessing an application for such leave.

14. Recruitment Training Period

- a. A new employee shall be trained for a period of three (3) months and shall be classified at one (1) level below the classification defined in The Rubber Workers (State) Award.
- b. Casual employees and labour hire employees shall be paid at the casual rate of pay as defined in clause 16 of this Agreement and shall be paid shift allowances and penalty rates in addition to the 15.0% casual loading with a three (3) month probation period applying. During this period either party may terminate the employment effective at the completion of the current working shift.

15. Wage Classifications

Employees shall be classified as follows and in accordance with The Rubber Workers (State) Award.

Manufacturing/Production Employee Level 1

Manufacturing/Production Employee Level 2

Manufacturing/Production Employee Level 3

Manufacturing/Production Employee Level 4

Manufacturing/Production Employee Level 5

Manufacturing/Production Employee Level 6

Warehouse Worker Level 1

Warehouse Worker Level 2

Warehouse Worker Level 3

Warehouse Administrative Officer.

16. Wages Outcome

It is acknowledged that one of the company's strengths lies in the positive attitude of its employees and their readiness to embrace change. This is required to maintain and grow the business. All employees shall support workplace change by accepting further training, multi-skilling, and flexibility to allow production efficiencies and quality processes to continuously improve. The viability of the company depends on the continuation and enhancement of this co-operative environment.

The following wage increases of the Agreement shall be paid to all employees covered by The Rubber Workers (State) Award at The Gates Rubber Company (NSW) Pty Limited in return for their contribution to the implementation of this Agreement:

Wages shall increase by \$19.00 from the first pay after 1st December, 2004. The increase shall apply to the employee's ordinary current rate of pay, and shall be paid for all purposes.

Wages Table (Based on 38 hour week)

Casual		\$597.60
Manufacturing/Production employee	Level 1	\$519.65
Manufacturing/Production employee	Level 2	\$539.80
Manufacturing/Production employee	Level 3	\$567.24
Manufacturing/Production employee	Level 4	\$592.65

Manufacturing/Production employee	Level 5	\$616.00
Manufacturing/Production employee	Level 6	\$629.07
Warehouse Worker	Level 1	\$567.24
Warehouse Worker	Level 2	\$592.65
Warehouse Worker	Level 3	\$616.00
Warehouse Administration Officer		\$629.07

Increases to the A ward rate of pay shall be absorbed against the increases provided for in this Agreement. Notwithstanding, should the A ward rate of pay for any classification be greater than the rate of pay paid in accordance with this Agreement, the A ward rate of pay shall apply.

17. Competency Allowances

- a. The parties recognise that through on the job training, workplace experience, and leadership, employees shall be provided with recognition while accepting responsibility for other employees' performance, quality and production. This recognition shall be provided with the payment of an allowance and shall be applied as follows:

Trolley Allowance	All Levels	\$15.00 per week
Trolley Leader Cell #1	Levels	\$55.00 per week
Trolley Leader Cell #2	Level 5	\$30.00 per week
Table Leaders	Level 5	\$51.65 per week
Extrusion Leading Hands	Level 6	\$61.93 per week

Leadership allowance and the higher level of pay, shall only be applied to an employee while he or she is performing the duties of the leader and will be paid hourly.

These allowances do not form part of the ordinary wage for the purpose of the Agreement.

- b. Employees who are being paid the Level 5 rate of pay and who are performing Level 4 work at the time of signing this Agreement, shall continue to be paid Level 5. Provided that these employees may be required to perform Level 5 work if the work is within the competence and capability of the employee concerned.
- c. The parties recognise that through workplace experience and multi-skilling, some Finishing! Packing employees have developed skills and competencies which contribute to workplace improvements. These contributions may be in the form of on the job training of others, quality, product and safety knowledge, and the sharing of this information and advice.

The parties undertake to formulate a competency based criteria which shall be applied to the skill level wage system. Meeting particular competencies shall be recognised by paying wages at a higher skill level. The parties agree that a competency based criteria shall be drawn within six (6) weeks of the signing of this Agreement.

18. Redundancy

- a. Definitions

Award Redundancy Clause means clause 46, Redundancy, of the Award Redundancy means a situation where the company makes a definite decision that the Company no longer wishes the job an employee has been doing to be done by anyone, and that decision leads to the termination of employment. Redundant has a corresponding meaning.

Redundant Employee means a permanent full-time or permanent part-time or casual employee who has been engaged on a regular and systematic basis for a period of more than 12 months and who has been informed by the Company that he or she is to be made redundant.

Weeks Pay means the all purpose weekly rate of pay set out in clause 16 of the Enterprise Agreement 2004.

b. Application of Agreement

(i) This Agreement shall not apply to employees with less than one (1) years continuous service, or where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, or neglect of duty, or in the case of casual employees with less than twelve (12) months regular and systematic employment, apprentices or employees engaged for a specific period of time or for a specific task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Workers Compensation Payments

An employee who is in receipt of workers compensation payments in accordance with the New South Wales *Workplace Injury Management and Workers Compensation Act 1998* or the *Workers Compensation (Dust Diseases) Act 1942* will not be made redundant while the employee continues to receive such payments.

(iii) Alternative Employment

The provisions, benefits, payments and entitlements of the Agreement and the Award Redundancy Clause will not apply where the Company obtains acceptable alternative employment within the company for a redundant employee.

c. Employee Assistance

(i) Alternative Employment

The Company will work with Centre link or other employment and training agencies to try and obtain alternative employment for a Redundant Employee.

(ii) Resume Preparation

The Company will liaise with Mission Employment so that Mission Employment can provide assistance to a Redundant Employee with the preparation of a resume to assist them to find alternative employment. It will be the responsibility of an employee to provide Mission Employment with such information that he or she wishes included in his or her resume.

(iii) Job Search Leave

(a) A Redundant Employee will be permitted to take up to 16 hours leave with pay during the notice period to attend interviews for alternative employment. An employee will be allowed no more than 4 hours to attend a single interview.

(b) A Redundant employee will be permitted to attend a maximum of 8 interviews during the notice period.

(c) Wherever possible, the Redundant Employee will provide at least one (1) weeks notice to the Company of his or her intention to attend an interview. The employee will provide evidence of his or her attendance at the interview to the Company.

d. Training

External Training

The Company will arrange for a time and place to be made available to allow TAFE to provide information to assist Redundant Employees to register for a course conducted by TAFE under the Mature Age Program.

e. Redundancy

- (i) An employee who is terminated for reasons of redundancy shall be provided with:
 - (a) Notice or pay in lieu of notice in accordance with sub-clause (iv)(a) of the Award Redundancy clause.
 - (b) A severance payment of three (3) week's pay for each completed year of continuous service plus a pro-rata payment for incomplete years of service to a maximum of 38 week's pay or the severance payment set out in subclause (v)(a)(1) of the Award Redundancy clause for the Redundant Employee's years of service, whichever amount is the greater.
 - (c) An employee who is 45 years of age or over at the time the employee is made redundant, will be entitled to an additional payment of 25% of the payment the employee would have received under 5.1 (b) above, provided that the total of the payments under 5.1 (b) and 5.1 (c) is not more than 52 week's pay.

Plant Closure

- (d) In the event of a complete closure of the Gates (NSW) business, a severance payment of three (3) weeks pay for each completed year of continuous service plus a pro-rata payment for incomplete years of service or the severance payment set out in sub-clause (v)(a)(I) of the Award Redundancy clause for the Redundant Employee's years of service, whichever is the greater.
- (e) In the event of a complete closure of the Gates (NSW) business, an employee who is 45 years of age or over at the time the employee is made redundant, will be entitled to three (3) weeks pay for each completed year of continuous service plus a pro-rata payment for incomplete years of service plus an additional payment of 10% of the payment the employee would have received or 5.1(c) above, whichever amount is the greater.
- (ii) The Company shall, upon receipt of a request from a Redundant Employee, provide to the employee a written statement specifying the period of the employee's employment and the classification of the type of work performed by the employee.
- (iii) The Company shall provide a Department of Social Security Employment Separation Certificate to a Redundant Employee whose employment is terminated in accordance with this Agreement.

f. Annual Leave Entitlement

Payment of Outstanding Annual Leave

Employees will be entitled to the payment of any outstanding annual leave on resignation or Redundancy in accordance with the *Annual Holidays Act 1944*.

g. Annual Leave Loading

Employees who are paid accrued and untaken annual leave on termination will be paid a loading of 17.5% on the accrued annual leave entitlement.

h. Long Service Leave

On redundancy, permanent employees will be paid long service leave in accordance with the *Long Service Leave Act 1955*, including pro-rata long service leave if the employee has a period of continuous service of between 5 and 10 years as specified by section 4(2)(iii) of the *Long Service Leave Act 1955*.

i. Superannuation

The Company will provide the Redundant Employee with contact information about the employee's superannuation fund.

j. Death of an Employee

If a Redundant Employee dies during the notice period, the Company will pay the benefits that would have been provided to the employee in accordance with this Agreement to the employee's estate. For the purposes of this clause, the employee will be regarded as having been made redundant on the day that redundancy was to take effect.

k. Re-engagement

(i) An employee who is made redundant and is subsequently re-employed by the Company within six (6) months of having been made redundant, shall have his or her continuous service up to the date of termination counted as being continuous service after the date he or she is re-employed. The period between termination and re-employment will not break the continuity of the employee's service but will not be counted as service.

(ii) Subclause 11.1 above will not apply unless all net payments paid to the said employee at the time for pay in lieu of notice, severance pay, accrued annual leave and long service leave are repaid in full to the Company at the time of re-engagement. The Company will provide the employee with a statement acknowledging the repayment and will advise the Australian Taxation Office.

(iii) An employee who is made redundant and who is re-engaged by the Company more than six (6) months after the date on which he or she was terminated shall not have continuity of service.

l. Settlement of Disputes

If there is a dispute about the application or operation of this Agreement, the parties will comply with Appendix A, Dispute and Grievance Settling Procedure of this Agreement.

m. No Extra Claims

It is agreed by the parties to this Agreement that during its period of operation the Employees and/or the Union:

(i) shall not, by any means whatsoever, demand, pursue or make any extra claims relating to benefits, conditions, obligations or matters contained in this Redundancy Agreement.

(ii) shall not, by any means whatsoever, seek to change, amend or vary any of the terms and conditions contained in this Redundancy Agreement.

19. Consultation

The parties to this Agreement agree to consult each other about matters involving changes to the organisation and performance of work. The aim of the consultation is to develop and maintain communication mechanisms necessary for employees and management to work in a participative environment which fosters continuous improvement and long term survival.

20. No Extra Claims

Except as provided for by clause 21, it is a term of this Agreement that all parties bound by this Agreement will not pursue any extra claims for the life of this Agreement.

21. Avoidance of Industrial Disputes

The parties of this Agreement shall observe the avoidance of industrial disputes procedure under Appendix A of this Agreement.

22. Not to Be Used as a Precedent

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements of benefits in any other plant or enterprise.

23. National Standards

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in national standards such as hours of work, annual leave or long service leave.

24. Renewal of Agreement

The parties are committed to beginning negotiations for a renewal of the Agreement approximately six (6) months and by no later than three (3) months prior to the expiration of this Agreement. The parties agree to undertake to formally review and as appropriate negotiate a further Agreement.

Signed for and on behalf of The Gates Rubber Company (NSW) Pty Limited

John Love
General Manager

Signed for and on behalf of the National Union of Workers NSW Branch
Derrick Belan
State Secretary

APPENDIX A

DISPUTE AND GRIEVANCE SETTLING PROCEDURE

The aim of this procedure is to ensure that during the life of this Agreement, industrial grievances and disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.

When a dispute or grievance arises, the following steps shall be followed:

Step 1 - The matter is discussed between the employee(s) and the supervisor involved. If the matter remains unresolved - follow step #2

Step 2 - The matter is discussed between the employee(s), the union delegate (where appropriate) and the supervisor involved. If the matter remains unresolved - follow step #3

Step 3 - The matter is discussed between the employee(s), the union delegate (where appropriate), the supervisor and the Production Manager. If the matter remains unresolved follow step #4

Step 4 - The matter is discussed between the Production Manager, Human Resources Manager, General Manager, Union Delegate, and the Union Organiser.

The parties agree to exhaust the process of conciliation before considering step #6. It is also agreed that the parties will not deliberately frustrate or delay these procedures.

Step 5 - In the event that the issue remains unresolved following step #5, the matter in dispute shall be referred to the NSW Industrial Relations Commission to conciliate in relation to the issue. If the issue is not resolved by this conciliation, the NSW Industrial Commission shall deal with the issue by arbitration and its decision, subject to any rights of appeal that may exist under the Act, shall be final and accepted by both parties.

The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established practice at the workplace. Without prejudice to either party, work shall continue in accordance with the award while the matters in dispute are dealt with.