

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/248

TITLE: Yumaro Leisurewear Enterprise Agreement August 2000

I.R.C. NO: 2000/4135

DATE APPROVED/COMMENCEMENT: 25 August 2000

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

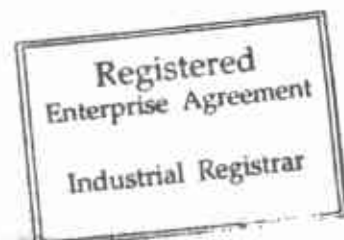
GAZETTAL REFERENCE: 6 October 2000

DATE TERMINATED:

NUMBER OF PAGES: 11

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Applies to all employees of the company**

PARTIES: The Textile Clothing and Footwear Union of New South Wales -&- Yumaro Leisurewear



YUMARO INCORPORATED

AND

**THE TEXTILE CLOTHING AND FOOTWEAR UNION
OF NEW SOUTH WALES**

**YUMARO LEISUREWEAR
ENTERPRISE AGREEMENT
AUGUST 2000**

Registered
Enterprise Agreement
Industrial Registrar

1. Definitions

"The Award" refers to the Clothing Trades (State) Award.

"Disabled employee(s)" refers to those employees who are eligible for a supported wage pursuant to clause 10A of the Award.

"Union" refers to the Textile Clothing and Footwear Union of New South Wales.

"Yumaro" refers to Yumaro Incorporated trading as Yumaro Leisurewear.

2. Title of Agreement

The agreement is an enterprise agreement and shall be known as the;

"YUMARO LEISUREWEAR ENTERPRISE AGREEMENT"

3. Parties Bound

3.1 This Agreement shall apply to the following parties:

3.1.1. Yumaro, its employees, whether current or future, or whether or not they are members of the Textile Clothing and Footwear Union of Australia.

3.1.2. The Textile Clothing and Footwear Union of New South Wales

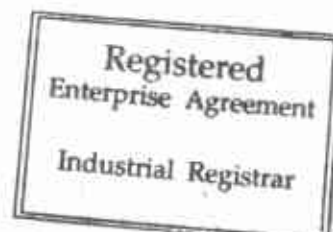
4. Preamble

4.1. Yumaro Leisurewear is a not for profit organisation that runs a business service supported by funding from the Commonwealth Department of Family & Community Services. The aim of this business service is to give adults with disabilities the opportunity to live and work in the community, and through this process be acknowledged and respected as equalled and valued members of society.

4.2. The business service run by Yumaro Leisurewear does not operate strictly as a business in the commercial sense, in that their primary aim is the valued employment of people with disabilities, rather than the commercial aim of profit.

4.3. To this end Yumaro Leisurewear's business service has an employer-employee relationship with their employees with disabilities, that extends far beyond one that would be expected of a commercial employer. This would include but would not be limited to the following.

- Pre-vocational Training.
- Work Experience.
- Vocational Training and Programming.
- Job Modification.



- Support to move to other employment if desired.
 - A range of non-vocationally related supports.
- 4.4. These supports all impact on the operational structure and costs of the business services, hence this Agreement reflects the realities of providing this type of employment in a 'business like' setting.
- 4.5. This Agreement has been developed through a process of consultation. It aims to reflect the dual goals of Yumaro Leisurewear's business service of maintaining and developing the skills and abilities of employees whilst maintaining and developing a competitive and flexible enterprise.

5. Relationship to Award

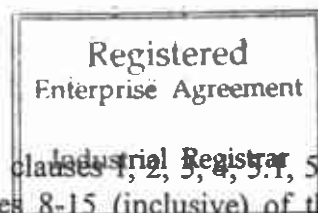
- 5.1. This Agreement is made pursuant to clause 54 of the Award
- 5.2. The Agreement shall operate in conjunction with the Clothing Trades (State) Award. Where this Agreement is inconsistent with the Award, the Agreement shall take precedence over the Award.
- 5.3. The Agreement adheres to the provisions of clause 10A - Workers Eligible for a Supported Wage of the Award in relation to the employment of disabled employees.
- 5.4. However the Agreement departs from clause 10A in two fundamental ways. Firstly, the Agreement incorporates basic and intermediate Award tasks into a single pay stream based on a percentage of skill level 2 (intermediate tasks) of the Award (as varied from time to time). That is because the tasks performed by disabled employees at Yumaro do not presently exceed level 2 of the Award.
- 5.5. Secondly, unlike the supported wage assessment process under clause 10A(c) of the Award, the assessment criteria in this Agreement is not productivity based. The primary consideration in determining a disabled employee's skill classification under this Agreement is the disabled employee's ability to perform the tasks as described in the skill descriptors, in clause 11 of this Agreement, to a level consistent with the skill descriptors.

5A. Duration of Agreement

This Agreement shall come in force from the beginning of the first pay period on or after the date the Agreement is approved by the Industrial Relations Commission and shall remain in force for a period of 12 months.

6. Non-Disabled Employees

- 6.1. The Employment of non-disabled employees is subject to clauses 1, 2, 5, 8, 9.1, 5.2, 5A, 6, 7 and 16 of this Agreement. Conversely, clauses 8-15 (inclusive) of this Agreement shall not apply to non-disabled employees. In all other respects the



employment of non-disabled employees is subject to the Award with the exception that it is agreed that all supervisors shall be remunerated at no less than skill level 4 (as varied from time to time) under clause 7A - Rates of Pay Post Transition Period of the Award.

6.2. Non-disabled employees of Yumaro Leisurewear shall have a basic knowledge and/or will undertake training in the following.

- Information about Yumaro Leisurewear
- Conditions of employment
- Introduction to support staff and co-workers
- Yumaro Policies and procedures
- Occupational Health and Safety Policy and practices

7. Skills Development

7.1 Yumaro is committed to:

- Provide a flexible working arrangement.
- Improving the quality of working life.
- Enhance skills and job satisfaction
- Assisting positively in employee development.

7.2 Yumaro recognises that appropriate support and training is essential for all employees, and this support and training will be directed towards a skilled and productive work force and a supportive working environment.

8. Trial Period

8.1. The purpose of the trial period is to allow time for Yumaro to organise an assessment of the employee. Therefore, the trial period is not a period of probation.

8.2. On commencement of their employment new employees may be employed on a trial period until they are assessed but for not more than twelve (12) weeks from the date they commenced employment with Yumaro.

8.3. During the trial period the employee will be assessed in accordance with clauses 10 and 11 of this Agreement to determine their rate of pay.

8.4. Yumaro may extend the trial period for a specified period of time with the written consent of the Secretary of the Union.

8.5. The written consent, if given by the Secretary of the Union, shall specify the new date the trial period will expire.

8.6. Employees subject to this clause will be paid at no less than level 1 of the table in clause 12 of this Agreement until they are assessed.



8.7. If a disabled employee under this clause is finally assessed at a level higher than level 1 then they shall be entitled to be paid the difference between level 1 and the level they are assessed at. Such payment shall be back dated to such time the disabled employee would have been entitled to the higher level but for the time taken to arrange and perform the assessment.

9. The Assessor

9.1. The assessor shall be either:

9.1.1. Yumaro together with the Union; or,

9.1.2. A suitably qualified person as agreed between Yumaro and the Union.

9.2. The assessment once completed shall record the classification under this agreement for each disabled employee assessed and the date the assessment takes effect.

9.3. A copy of this record shall be provided to the employee, Yumaro and the Union within 7 days of the completion of the assessment. Furthermore, a copy shall be provided to the the parent, carer or guardian of the assessed employee upon request.

9.4. Copies of any supporting documentation used by the assessor in the assessment shall be provide to the Union upon request (but no later than 7 days after the request is made).

10. The Assessment

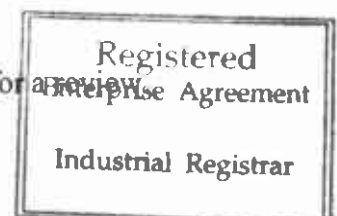
10.1. Employees will be assessed based on the work they are performing under the skill level discriptors in clause 11 of this Agreement.

10.2. In keeping with the philosophy of Yuamro and the intention of this Agreement, progression to a higher level under this Agreement is dependent on demonstrated capacity to perform the duties consistent with that level as set out in the discriptors in clause 11.

10.3. Therefore, the parties shall recognise competency (for the purpose of this clause competency is defined simply as the ability to perform the task) in performing the tasks as being the prime indicator for justifying progression and re-classification to a higher level under clause 11. Productivity in performing the task shall also be taken into account in assessing a disabled employee but it must remain a secondary consideration only.

10.4. The assessment of employees will be subject to annual review or earlier if warranted.

10.5. No party to this Agreement shall refuse a reasonable request for a review



10.6. Employee not to be disadvantaged by delays in arranging and/or performing assessment

If a review under this clause results in a disabled employee being classified at a higher level, they shall be entitled to be paid the difference between their new level and old level back dated to such time the disabled employee would have been entitled to the higher level but for the time taken to arrange and perform the assessment.

10.7. No disabled employee shall suffer a pay reduction arising out of a review or further assessment.

10.8. Any disputes arising in relation to the implementation of this clause shall be subject to the dispute settlement procedure set out in clause 16 of this Agreement.

11. Skills Classification

Disabled employees of Yumaro Leisurewear shall have a basic knowledge and/or will undertake training in the following.

- Information about Yumaro Leisurewear
- Conditions of employment
- Introduction to support staff and co-workers
- Yumaro Policies and procedures
- Occupational Health and Safety Policy and practices

Level 1

An employee at this level exercises minimal judgement, and performs a small range of basic tasks that are relevant to their job description, using well established techniques and practices either individually or in a team environment.

The duties of an employee at level 1 shall include:

- Good housekeeping/ General cleaning
- Clipping finished goods
- Ragging and bagging waste material
- Laying out material (supervised)
- Marking Bags
- All other activities for which the employee has been trained and is deemed necessary to complete a task at this level.



An employee at this level will be offered training to enable them to reach Level 2.

Level 2

An employee at this level performs a range of varied, but basic tasks above those of Level 1 that are relevant to their job description, using well established practices and techniques either individually or in a team environment.

The duties of an employee at Level 2 shall include all those of Level 1. Additional duties at this level will include, but are not limited to the following.

- Cutting herringbone tape to length
- Inserting tape in bag hems
- Folding bags
- Folding pillow cases
- General ironing
- Less complicated manual assembly
- Use of hand tools (supervision)
- Any other activities for which the employee has been trained and is deemed necessary to complete a task at this level.)

An employee at this level will be offered training to enable them to progress to Level 3.

Level 3

An employee at this level performs a range of varied tasks (including intermediate tasks) above those of level 2 that are relevant to their job description, using well established practices and techniques either individually or in a team environment.

The duties of an employee at Level 3 shall include all those of a Level 1 and Level 2. Additionally duties at this level will include, but are not limited to the following.

- Limited use of straight sewer and overlocker
- Drying screenprinted items
- Limited quality control
- Use of hand tools eg.scissors and clippers (unsupervised)
- Elementary screenprinting procedures (Supervised)
- More complicated manual assembly
- Any other activities for which the employee has been trained and is deemed necessary to complete a task at this level.



An employee at this level will be offered training to enable them to progress to Level 4.

Level 4

An employee at this level performs a range of varied tasks (including intermediate tasks)

above those of Level 3 that are relevant to their job description, using well-established practices and techniques either individually or in a team environment.

The duties of an employee at Level 4 shall include all of those of a Level 1, Level 2, and Level 3. Additional duties at this level will include but are not limited to the following.

- Part assembly of clothing (supervision)
- Clipping finished embroidery
- Supervised use of cutting machine
- Greater responsibility for quality control
- Embroidery machine operation (supervised)
- Any other activities for which the employee has been trained and is deemed necessary to complete a task at this level.

An employee at this level will be offered training to enable them to reach Level 5.

Level 5

An employee at this level performs a range of varied tasks (including intermediate tasks but not complex tasks) above those of Level 4 that are relevant to their job description, using well established practices and techniques either individually or in a team environment.

The duties of an employee at Level 5 shall include all those of a Level 1, Level 2, Level 3 and Level 4. Additional duties at this level will include, but are not limited to the following:

- Full assembly of garments (limited supervision)
- Pricing clothing
- Screenprint (supervised)
- Using material cutting machine (unsupervised)
- Using embroidery machine (limited supervision)
- Basic maintenance of machinery
- Any other activities for which the employee has been trained and is deemed necessary to complete a task at this level

12. Disabled Employees - Rates of Pay

- 12.1. The rates of pay are based on a percentage of skill level 2 of clause 7A - Rates of Pay Post Transition Period of the Award (as varied from time to time).
- 12.2. The rates of pay are confined to skill level 2 because at the time of making this Agreement the range of duties performed by disabled employees at Yumaro are limited to either basic or intermediate tasks (or skill level 1 and skill level 2 under the Award respectively).

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- 12.3. Rates of pay under this Agreement shall be adjusted in accordance with the movement of wages under the Award as they occur from time to time

Position/Classification	Percentage of Award skill level 2	Rate of Pay \$
LEVEL 1	21.61%	See Table 1 -
LEVEL 2	25%	Rates of Pay of
LEVEL 3	30%	Schedule A
LEVEL 4	35%	
LEVEL 5	40%	

13. Payment for non-basic or non-intermediate tasks or work performed above level 5.

- 13.1. If it is the assessment of the assessor (in clause 9.1 of this Agreement) that any disabled employee employed by Yumaro, during the life of this Agreement, is performing work other than basic or intermediate tasks or they are assessed at above 40% or level 5 of clause 12 of this Agreement, then the disabled employee shall be assessed pursuant to clause 10A(c) of the Award.
- 13.2. Should any assessment pursuant to clause 13.1 above provide a level of remuneration below that of level 5 in clause 12 of this Agreement then the disabled employee shall be paid no less than level 5 in clause 12 of this Agreement.

14. No Disadvantage to Disabled Employee

No disabled employee shall receive less under this Agreement than they would be entitled to if they were assessed under clause 10A(c) of the Award.

15. Long Service Leave

Refer to the *Long Service Act 1955 (NSW)*



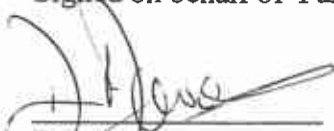
16. Dispute Resolution

- 16.1. Any disputes arising in relation to this Agreement shall be subject to the dispute settlement procedure set out in this clause.
- 16.2. Where a dispute arises, the following steps shall be taken:
- 16.3. Step One — As soon as practicable after the issue or claim has arisen, it shall be considered jointly by the appropriate supervisor, the worker or workers (and if appropriate the Employee Advisory Committee) concerned who shall attempt to settle the dispute.
- 16.4. Step Two — If the dispute is not resolved, the issue or claim shall be considered jointly by the appropriate Service Coordinator (and if appropriate, in conjunction with the Employee Advisory Committee) who shall attempt to settle the dispute.

- 16.5. Step Three — If the dispute is not resolved, the issue or claim shall be considered jointly by the Service Coordinator and an official of the Union who shall attempt to settle the dispute.
- 16.6. Step Four — If the dispute is not resolved then Yumaro or the Union may refer the dispute to the Industrial Relations Commission. The parties may request that the matter be dealt with in accordance with clause 35 - Industrial Committee of the Award, or by a member of the Commission who shall resolve the dispute by conciliation or arbitration.

SIGNATORIES

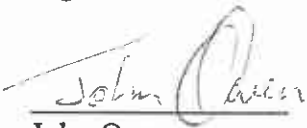
Signed on behalf of Yumaro Incorporated trading as Yumaro Leisurewear



Don Davies
Service Coordinator

Date: 18 August 2000

Signed on behalf of Textile Clothing and Footwear Union of New South Wales



John Owen
Assistant Secretary

Date: 18 August 2000



SCHEDULE A

TABLE 1 - RATES OF PAY

Position/Classification	Percentage of Award skill level 2 (as varied from time to time)	Rate of Pay \$
LEVEL 1	21.61%	95.00
LEVEL 2	25%	109.90
LEVEL 3	30%	131.88
LEVEL 4	35%	153.86
LEVEL 5	40%	175.84

The Rates of pay in this table are based on a percentage of skill level 2 of the Award at the time making the Agreement (ie. \$439.60 for ordinary 38 week).

Note: The rates of pay in this Agreement are subject to change depending on variations to minimum rates of pay under the Award.

