

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/296

**TITLE:** Mai Shoes Pty Limited Enterprise Agreement 2002

**I.R.C. NO:** IRC02/3561

**DATE APPROVED/COMMENCEMENT:** 13 August 2002

**TERM:** 4 May 2004

**NEW AGREEMENT OR VARIATION:** Replaces EA00/329

**GAZETTAL REFERENCE:** 20 September 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 5

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees of Mai Shoes Pty Limited who fall within the coverage of the Footwear Manufacturing Industry (State) Award

**PARTIES:** Mai Shoes Pty Limited -&- The Textile Clothing and Footwear Union of New South Wales



**MAI SHOES PTY. LIMITED**  
**ENTERPRISE AGREEMENT 2002**

1.           **TITLE**
2.           **OPERATION OF AGREEMENT**
3.           **PARTIES BOUND**
4.           **APPLICATION OF RELEVANT AWARD**
5.           **WAGE RATES**
6.           **WAGE INCREASE**
7.           **REDUNDANCY**
8.           **LONG SERVICE LEAVE**
9.           **SICK LEAVE BONUS**
10.          **SICK LEAVE**
11.          **BANKING OF TIME**
12.          **DISCIPLINARY PROCEDURE**
13.          **DISPUTE SETTLEMENT PROCEDURE**

Registered  
Enterprise Agreement  
Industrial Registrar

EX 2

**MAI SHOES PTY. LIMITED**  
**ENTERPRISE AGREEMENT 2002**

**1. TITLE**

This Agreement shall be known as the Mai Shoes Pty. Limited Enterprise Agreement 2002.

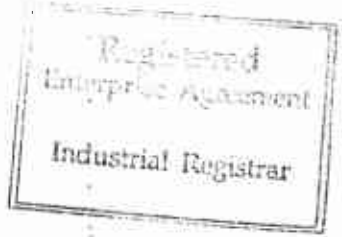
**2. OPERATION OF AGREEMENT**

This Agreement shall come into effect from the date of its approval by the Industrial Relations Commission of New South Wales, and shall remain in force until 4<sup>th</sup> of May 2004.

**3. PARTIES BOUND**

This Agreement shall be binding upon:

- (a) Mai Shoes Pty. Limited;
- (b) The Textile Clothing and Footwear Union of New South Wales; and
- (c) Each and every employee of Mai Shoes Pty. Limited.



**4. APPLICATION OF RELEVANT AWARD**

This Agreement shall be read in conjunction with the Footwear Manufacturing Industry (State) Award and in the event of any conflict arising between the provisions of this Agreement and the said Award, the provisions of this Agreement shall prevail.

**5. WAGE RATES**

The minimum weekly wage rates for employees shall be as follows:

Classification Skill Level	Minimum Weekly Wage Rate \$
Trainee	411.67
1	430.08
2	454.89
3	477.93
4	512.88
5	558.86

However, the weekly wage rates as set out in this clause do not include the wage increases provided for in Clause 6, Wage Increase, of this Agreement.

6. **WAGE INCREASE**

A wage increase of 5% shall apply from the first pay period on or after the 5<sup>th</sup> May 2002 and a further wage increase of 5% shall apply and come into effect on the first pay period on or after 5<sup>th</sup> May 2003.

7. **REDUNDANCY**

The provisions of Clause 53 of The Footwear Manufacturing Industry (State) Award shall apply to this Agreement.

8. **LONG SERVICE LEAVE**

The provisions of the Long Service Leave Act 1955 shall apply to this Agreement.

9. **SICK LEAVE BONUS**

A maximum bonus of \$300.00 will be paid each July for any employee who does not use their sick leave entitlements. This bonus shall apply as follows:

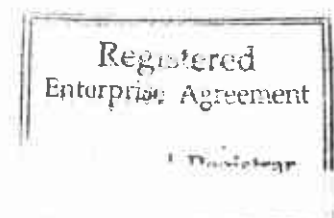
- |    |   |                |
|----|---|----------------|
| a) | employees with full sick leave entitlement (untaken)  | \$300.00 bonus |
| b) | Employees who have taken one day off of their sick leave entitlement  | \$220.00 bonus |
| c) | Employees who have taken two days off of their sick leave entitlement   | \$160.00 bonus |
| d) | Employees who have taken three days off from their sick leave entitlement   | \$ 60.00 bonus |
| e) | Employees who have taken off more than three days of their sick leave in any twelve month period ending 30 <sup>th</sup> June in any year shall not be entitled to any bonus. |                |

10. **SICK LEAVE**

Employees shall be entitled to sick leave on the following basis, and untaken sick leave entitlements shall accrue from year to year or be paid out in full at the end of each year at the employee's request:

First Year - 5 days (38 hours)  
Second Year - 6 days (46 hours)  
Third and subsequent years 8 days (61 hours)

11. **BANKING OF TIME**



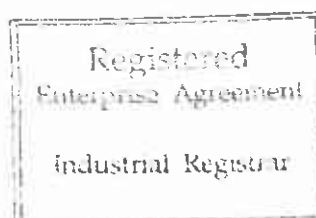
- a) It is agreed that time worked in addition to 38 hours per week shall be banked and taken as time off at future times when production is quieter.
- b) No more than two (2) hours per day and ten (10) hours per week shall be banked, Monday to Friday inclusive.
- c) The maximum number of hours that may be compulsory banked in any Banking Year is 76.
- d) If any employee wishes to bank in excess of 76 hours they may do so up to a total of 130 hours.
- e) Any request by an employee to bank in excess of 76 hours must be recorded in writing.
- f) Overtime worked on a Saturday or Sunday will be paid as per the Footwear Manufacturing Industry (State) Award.
- g) All time banked shall be at time for time.
- h) If there are any banked hours owing to employees at the conclusion of the banking period, which shall commence on the 1<sup>st</sup> September in any year and terminate on the 31<sup>st</sup> August in the following year, then all hours owing will be paid to the employee at the rate of time and one half on the first full pay period on or after 31<sup>st</sup> August.
- i) All payments for banked overtime will be held in a Trust Fund.
- j) The Managing Director of Mai Shoes Pty. Limited, Mr. Mai Van Thanh personally guarantees to all employees the payment of all banked overtime.

## **12. DISCIPLINARY PROCEDURE**

The Company will provide a standard policy and procedure across the factory. The steps to be applied in the procedure will be as follows:

- a) Verbal warning;
- b) Written warning;
- c) Final written warning;
- d) Dismissal

Dismissal will not be actioned if twelve (12) months have elapsed since the last final warning.



**13. DISPUTE SETTLEMENT PROCEDURE**

The parties accept and acknowledge that disputes will be resolved in accordance with Clause 56, Dispute Settlement Procedure of the Footwear Manufacturing Industry (State) Award.



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

Date: 6/6/2002



Signed on behalf of Mai  
Shoes Pty. Limited

Date: 18/6/2002

