

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/108

**TITLE:** **Speedo Australia Machinists and Cutters Certified Agreement 2003**

**I.R.C. NO:** IRC4/762

**DATE APPROVED/COMMENCEMENT:** 26 February 2004

**TERM:** 23 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/284

**GAZETTAL REFERENCE:** 21 May 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 18

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Speedo Australia, located at 100 Mileham Street, South Windsor, NSW 2756, who predominantly perform sewing, cutting and associated garment manufacturing, who fall within the coverage of the Clothing Trades (State) Award.

**PARTIES:** Speedo Australia Pty Limited -&- the Transport Workers' Union of New South Wales

# SPEEDO AUSTRALIA MACHINISTS & CUTTERS CERTIFIED AGREEMENT 2003

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## **PART 1**

### **APPLICATION AND OPERATION OF AGREEMENT**

#### **1.1 Title**

This Agreement shall be known as the SPEEDO AUSTRALIA MACHINISTS & CUTTERS CERTIFIED AGREEMENT 2003 ("the Agreement").

#### **1.2 Application and Incidence of Agreement**

This Agreement shall apply to all employees of Speedo Australia Pty Limited (referred to in this Agreement as the "Company" or "Speedo Australia") who predominantly perform sewing, cutting and associated garment manufacturing within the scope and incidence of the Clothing Trades (State) Award ("the Award"), in the manufacturing section of the Company's site at Windsor.

#### **1.3 Parties Bound**

This Agreement applies to and is binding on:

Speedo Australia;

the Textile, Clothing and Footwear Union of New South Wales (the "Union"); and

All employees of Speedo Australia who predominantly perform sewing, cutting and associated garment manufacturing within the scope and incidence of the Award, in the manufacturing section of the Company's site at Windsor.

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

This Agreement will operate from the date it is approved by the Industrial Relations Commission of New South Wales and will remain in force until December 19, 2005.

#### **1.5 Relationship With Other Instruments**

This Agreement replaces the Speedo Australia Machinists & Cutters Certified Agreement 2002.

This Agreement shall be read in conjunction with the Award, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of the inconsistency.

## **PART 2**

### **EMPLOYMENT DETAILS**

#### **2.1 Categories of Employment**

Employees may be offered employment in any one of the following categories:

- (a) full-time employment;
- (b) irregular part time employment; or
- (c) regular part time employment.

**Full Time Employee:**

Means a person who is employed by the Company for no fixed term and who is engaged to perform a minimum of 38 hours' work each week.

**Irregular Part Time Employee:**

Means a person who is engaged by the Company for no fixed term to work less than 38 hours each week and who may be required to work irregular hours and irregular days.

**Regular Part Time Employee:**

Means a person who is engaged by the Company for no fixed term to work less than 38 hours each week and who may be required to work regular hours and regular days.

**Probationary Period:**

Other than casual employees, all new employees will be engaged on, and must satisfactorily complete, a 3-month probationary period. An employee may be terminated during the probationary period with one week's notice (or payment in lieu thereof) being given by the Company.

Clause 2.6 does not apply to employees who are on probation.

#### **2.2 Irregular Part Time Employees**

An irregular part time employee is employed for less than 38 hours per week. An irregular part time employee may be required to work irregular hours and irregular days. An irregular part time employee shall receive a 20% loading instead of receiving the benefits provided in clause 5.1 Annual Leave, clause 5.2 Sick Leave, clause 5.4 Bereavement Leave and clause 5.7 Public Holidays.

The minimum payment to be made to an irregular part time employee for any day worked is four (4) hours.

#### **2.3 Regular Part-Time Employees**

A regular part time employee is employed for less than 38 hours per week. A regular part time employee may be required to work regular days and regular hours. A regular part time employee is entitled to the same benefits as full-time employees on a pro-rata basis.

The minimum payment to be made to a regular part time employee is twenty (20) hours per week.

#### **2.4 Absence from Work**

If any employee will not be at work on any day he or she is expected to work, the employee must ring the Company by 9.00 a.m. and tell the Company that he or she will not be attending and provide a reason for the absence.

If an employee is absent from work for more than one day due to illness or injury, the employee must provide a Medical Certificate or a Statutory Declaration no later than the day he or she returns to work. If a Medical Certificate or a Statutory Declaration is not provided, the employee will not be paid for the time of absence.

Up to four (4) single days per annum may be taken for reasons of illness or injury without production of a Medical Certificate.

## 2.5 Abandonment of Employment

If an employee is absent from work for a continuous period of more than three (3) working days without the Company's permission or without providing an explanation to the Company for the absence, the Company may treat the employee as having abandoned their employment and terminate the employee without further notice.

If an employee has been absent for a period of seven (7) days without approval, the Company will deem the employee as having abandoned their employment and terminate the employee without further notice.

## 2.6 Termination of Employment

### (a) Termination by Employee:

For any employee, other than a casual employee or an irregular part time employee, to terminate his or her employment with the Company, the employee must give the following notice:

| <u>Length of Service</u>      | <u>Notice</u>   |
|-------------------------------|-----------------|
| Less than one year's service: | 1 week's notice |
| 1 to 3 years' service:        | 2 weeks' notice |
| 3 to 5 years' service:        | 3 weeks' notice |
| more than 5 years' service:   | 4 weeks' notice |

The Company may, at its discretion, allow an employee to leave without giving the above period of notice but, if the Company does so, the Company shall not be obliged to pay the employee the period of notice not worked.

### (b) Termination by Employer:

Full Time or Regular Part Time Employees

The Company may terminate the employment of any employee, other than a casual employee, as outlined in Company's Disciplinary Policy and Procedure and by giving the following notice (or payment in lieu of such notice):

| <u>Length of Service</u>      | <u>Notice</u>   |
|-------------------------------|-----------------|
| Length of Service             | Notice          |
| Less than one year's service: | 1 week's notice |
| 1 to 3 years' service:        | 2 weeks' notice |
| 3 to 5 years' service:        | 3 weeks' notice |
| more than 5 years' service:   | 4 weeks' notice |

### (c) Gross Misconduct

The Company may terminate the employment of any employee immediately without notice or payment in lieu of notice in the event of serious or gross misconduct. The Company will investigate the allegations of misconduct and will consult with the Operations Director or Managing Director prior to carrying out the termination.

## 2.7 Statement of Service

Where an employee leaves the Company, the Company will, upon request, provide a Statement of Service and a Separation Certificate.

The Statement will state the employee's name, the date that they commenced employment with the Company, the date of finishing employment with the Company and the employee's position and skill level classification.

## 2.8 Redundancy

### Discussions

These provisions apply to all employees other than casual employees.

Where the Company has made a decision that it no longer wishes the job being done by an employee or employees to be done by anyone and this is not due to the normal turnover of labour, the Company may decide to make that person's position redundant and terminate his or her employment.

Where the Company reaches such a decision, it will immediately hold discussions with the affected employee or employees and notify the Union.

The Company will provide in writing to the employee or employees all information relevant to the decision and the number and categories of employees likely to be affected.

Where an employee's employment is to be terminated on the basis of a redundancy, the Company will make the following payments to the employee:

(a) Notice

The Company will give 5 weeks' notice (or payment in lieu of notice) to any employee whose position is to be made redundant.

(b) Severance Pay

The Company will make a severance payment of 2 weeks pay for each completed year of service.

In addition, if the employee is over the age of 45 years, the total amount of the severance payments will be increased by 25%.

(c) Sick Leave

The Company will pay the accrued sick leave entitlements of each employee whose position is made redundant.

(d) Long Service Leave

The Company will meet all long service leave liabilities under the NSW *Long Service Leave Act 1955*, except that it will pay out pro rata long service leave after completion of 4 years' continuous service to employees whose position is made redundant.

(e) Time off During Notice Period

If an employee is made redundant in accordance with this clause they shall be allowed up to one day's time off without loss of pay during each week of the notice period.

The employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

### Consistency with the Award

If the total redundancy payments made under this Agreement are less than those to which the employee would be entitled to under the Award, then the Company will pay the employee in accordance with the provisions of the Award.

### Term of Redundancy Provisions

It is agreed that these redundancy provisions will continue to operate whilst the Agreement continues to operate.

The employees agree that no claim for increased redundancy payments will be made on the Company prior to the expiry of this Agreement.

The Company agrees that it will not seek to reduce the benefits available under these Redundancy provisions prior to the expiry of this Agreement.

### **2.9 Transmission of Business**

Where an employee's employment is transferred from the Company to another employer as part of a transmission of the Company's business:

1. the employee's continuity of service is not broken upon transmission, the employee's entitlements to annual leave, sick leave and long service leave will transfer to the new employer and will continue to accumulate, and
2. the period of service with the Company will be counted as service with the new employer.

### **2.6 Performance Management Program**

In line with Company Policy, all employees shall be involved in the Performance Management Program every six months.

The Performance Management Program provides a way to maintain effective employee relations and communication channels within the organisation.

The Company believes employees need to be satisfied with their position and need to be equipped to handle the changing requirements of their work. They should also be encouraged to develop themselves to be able to effectively meet the challenges of the future workplace and their individual goals.

One of the best ways to achieve these results is by fair and honest feedback between management and employees. Employees require an indication of their progress to date and assistance with preparing for future needs. At the same time their views and experiences are of vital importance to the organisation. This is one of a number of ways of achieving the Company's goals and objectives.

## **PART 3**

### **PAYMENT OF WAGES**

#### **3.1 Rates of Pay**

The rates of pay for adult employees under this Agreement shall be increased as follows:

2% on the first full period after certification of the Agreement,

2% on the first full period after 17 June 2004,

2% on the first full period after 17 December 2004,

2% on the first full period after 17 June 2005.

| Level         | Rate Prior to Approval | Rate After Approval | Rate From 17/6/04 | Rate From 17/12/04 | Rate From 17/6/05 |
|---------------|------------------------|---------------------|-------------------|--------------------|-------------------|
| Trainee       | \$459.65               | \$468.84            | \$478.22          | \$487.78           | \$497.54          |
| Skill Level 1 | \$482.94               | \$492.60            | \$502.45          | \$512.50           | \$522.75          |
| Skill Level 2 | \$512.27               | \$522.52            | \$532.97          | \$543.63           | \$554.50          |
| Skill Level 3 | \$540.03               | \$550.83            | \$561.85          | \$573.08           | \$584.55          |
| Skill Level 4 | \$581.73               | \$593.36            | \$605.23          | \$617.34           | \$629.68          |
| Skill Level 5 | \$629.80               | \$642.40            | \$655.24          | \$668.35           | \$681.72          |

Junior employees will be paid the following percentages of the Skill Level 1 rate:

|                     |     |
|---------------------|-----|
| At 16 years of age: | 55% |
| At 17 years of age: | 64% |
| At 18 years of age: | 75% |
| At 19 years of age: | 85% |

If an employee has been employed for 3 years and has not reached 20 years of age, the employee will be treated as an adult employee and as such will be paid at full adult rates.

### **3.2 Bonus Plan**

The Company Bonus Plan is open to all employees. The Bonus Plan enables you to earn a maximum of 3% of your annual salary on achievement of the Company's financial targets.

Annual salary for the purpose of this bonus plan is your normal time salary as at 1 January of the year in which the targets are applicable.

The bonus plan period is 1 January through to 31 December. Any bonus entitlement is subject to approval by Speedo International and Pentland, and will normally be paid within the first quarter of the following year.

The terms and conditions of the bonus scheme will be provided separately.

### **3.3 Deductions**

If due to a clerical or computer error the Company overpays an employee, the Company shall, after explaining how the overpayment occurred and the amount of the overpayment be entitled to deduct that overpayment from the employee's pay.

If the amount of the overpayment is less than \$200, the employee will be required to repay the Company over a period not exceeding 12 weeks.

If the amount is in excess of \$200, a repayment schedule will be entered into with a maximum period of 6 months.

Apart from the above, the Company will only deduct money from an employee's wages when an employee has authorised the Company to do so in writing. The Company will make employee approved deductions as follows:

Union fees paid to the employees' nominated union,

Contributions to selected private health insurers,

Additional employee contributions into one of the approved superannuation funds (see clause 3.5).



### **3.4 Additional Allowances**

First Aid Allowance:

Where applicable, the Company will pay an allowance to an employee who is appointed as a First Aid Officer. The amount of the allowance is \$8.75 per week.

Irregular Part Time Employees Loading:

Irregular part time employees will be paid a loading of 20% on the full time hourly rate for the grade applicable to the employee in lieu of receiving the benefits provided in clause 5.1 Annual Leave, clause 5.2 Sick Leave, clause 5.4 Bereavement Leave and clause 5.7 Public Holidays.

### **3.5 Payment of Wages**

Employees' wages will be paid by electronic funds transfer directly into the employee's bank account.

The Company's pay week ends on Thursday and employees' wages will be available in their bank account on Saturday morning.

If the Company has transmitted its payroll to its bank for transfer to an employee's account by the required time, the Company will not make any additional payment to the employee due to a failure by the bank or the employee's bank to credit the employee's account on Saturday morning.

Where a public holiday or the start of an annual leave period falls on a day where the Company normally pays wages, the Company will pay the wages on the day before the public holiday or the start of the annual leave period.

If, due to the fault of the Company, an employee does not receive his or her wages by the agreed time, the employee will be paid at overtime rates until he or she receives their wages, though only from the time the Company is notified of the problem.

### **3.6 Superannuation**

The Company will make a contribution to one of the Superannuation Funds listed below in accordance with the requirements of relevant Superannuation Legislation. The contribution shall be calculated on employee's ordinary time earnings.

The Company will contribute to the following funds as selected by the individual employee:

- (a) The Australian Retirement Fund
- (b) The Wealthpac Superannuation Fund
- (c) Commonwealth Bank of Australia Superannuation Fund

### **3.7 No Extra Claims**

The employees and the Union agree that no claims for additional wages, allowances, increases or excess payments or benefits of any type will be made during the life of this Agreement other than the wage increases outlined under clause 3.1 "Rates of Pay".

At no stage during the life of this Agreement shall the actual rates of pay fall below those contained in the Award.

### **3.8 Union Membership/Fees**

Upon induction employees shall be introduced to the relevant worksite delegate and be provided with an application to join the relevant Union which shall, upon the employees own election, be processed as soon as practicable.

Approved union membership fees deducted from employee's wages will be forwarded together with all relevant documentation to the Union office on a monthly basis.

### **3.9 Australian-Based Contract Manufacturing**

The Company commits to a cooperative relationship with the Union to take all reasonable steps to ensure all Australian-based contract manufacturers engaged to manufacture for Speedo Australia comply with all relevant Award and legislative requirements.

## **PART 4**

### **HOURS OF WORK**

#### **4.1 Arrangement of Working Hours**

Full-time employees shall work 38 ordinary hours per week.

The Company may arrange these 38 hours between the days of Monday to Friday, with starting and finishing times between 6.00 a.m. and 6.00 p.m.

The ordinary rostered working hours:

Ordinary rostered working hours are 7.20am to 3.55pm, Monday to Thursday, and 7.20am to 12.20pm on Fridays.

Ordinary pay shall be based on 38 hours per week. A day's pay is defined as the weekly wage divided by five (5).

#### **4.2 Meal and Rest Breaks**

Lunch Break:

Employees will be allowed an unpaid break of 30 minutes for the purposes of having their lunch. There is no lunch break provided where the ordinary working day does not exceed 5 hours.

Morning Tea:

Employees will be allowed a paid break of 10 minutes for the purposes of having morning tea.

Afternoon Tea:

Employees will be allowed a paid break of 10 minutes for the purposes of having afternoon tea.

Smoking:

Smoking is only allowed during authorised breaks.

#### **4.3 Overtime Arrangements**

Any time worked outside ordinary hours is called overtime. Overtime is paid as follows:

For overtime worked on any day between Monday and Friday:

Employees will be paid for the hours worked at time and one half for the first two hours and double time thereafter.

For overtime worked on Saturday:

- (a) The Company will pay a minimum of 3 hours overtime.
- (b) Employees will be paid at time and one half for the first 2 hours and double time thereafter.

For overtime worked on Sunday:

- (a) The Company will pay a minimum of 4 hours overtime.
- (b) Employees will be paid at double time for all time worked on a Sunday.

Meal Allowance:

If an employee is required to work more than 2 hours overtime when he or she has not been notified on the previous working day that he/she will be required to work overtime, the employee will be paid a meal allowance in accordance with the Award.

Break After Working Overtime:

Where an employee is requested to work overtime, he or she must have a minimum of 10 hours break between the time that overtime finishes and the time the employee resumes work.

## **PART 5**

### **LEAVE ENTITLEMENTS**

#### **5.1 Annual Leave**

Employees, other than casual employees and irregular part time employees, are entitled to four (4) weeks annual leave after the completion of each 12 months' continuous service (less the annual leave period) (or a pro rata amount for regular part time employees).

Annual Leave Loading:

The Company will pay an annual leave loading of 17.5% on accrued annual leave based on an employee's ordinary weekly wage.

#### **5.2 Sick Leave**

Each employee's entitlement to sick leave is effective on his or her anniversary date.

In the first year of employment an employee, other than a casual or irregular part-time employee, is entitled to a maximum of five (5) days sick leave. In the second and subsequent years of employment an employee, other than a casual or irregular part-time employee, is entitled to a maximum of 10 days sick leave.

Regular part-time employees are entitled to sick leave on a pro-rata basis.

Employees will be paid for up to four (4) single day absences during a calendar year without production of a Medical Certificate providing that the employee has sufficient sick leave entitlements. Subsequent single day and all multiple day absences will require a Medical Certificate.

Employees shall not be entitled to accumulate sick leave beyond 12 years entitlement.

During the first three (3) months of employment, payment for any absence due to sick leave will be withheld until the three months has been completed.

If an employee is absent due to being sick on a day prior to or immediately after a Public Holiday, the employee will not be entitled to paid sick leave unless he or she has provided a Medical Certificate upon their return to work.

#### **5.3 Carer's Leave**

If an employee has an entitlement to sick leave and the employee is responsible for a member of his or her immediate family or a member of his or her household who needs care and support, the employee may use his or her sick leave entitlement to provide that care.

Immediate family member means a spouse or de facto spouse either current or former, a child or adult child, parent, grandparent, grandchild or sibling of the employee and same sex partner who lives with the employee.

The Company requires employees to produce a Medical Certificate or a Statutory Declaration establishing the illness of the person that the employee is caring for.

Where practicable, the employee shall tell the Company in advance of his/her intention to take carer's leave providing full details and the estimated length of the absence.

If an employee cannot notify the Company prior to commencing carer's leave he or she shall do so by telephone on the first day of absence or as soon as practicable.

#### **5.4 Bereavement Leave**

The Company will allow three (3) days' bereavement leave, without loss of pay for employees other than casual employees and irregular part time employees, in the event of the death, in Australia, of an employee's husband, wife, child, father, mother, sister, brother, stepchild, parents-in-law, brother or sister in-law, niece or nephew, grandparents or stepchild. For the purposes of this leave the words "husband" and "wife" shall include de facto husband or wife and the words "father" and "mother" shall include stepfather or mother and foster-father or mother.

Satisfactory evidence must be produced (death certificate or newspaper notice) on each occasion of bereavement leave.

A further two (2) days' leave will be provided upon satisfactory evidence, for deaths outside Australia, of an employee's husband, wife, child, father and mother, where the employee travels outside of Australia to attend the funeral.

#### **5.5 Parental Leave**

All parental leave shall be approved in accordance with current legislation and in line with Company Policy as varied from time to time.

#### **5.6 Jury Service**

The Company shall grant an employee other than a casual or irregular part time employee leave for the purposes of Jury Service on the conditions that:

- (a) The employee notifies the Company as soon as possible of the date for which they have been summonsed to attend.
- (b) On completion of the Jury Service the employee provides proof of the time spent on Jury Service and the amount that the employee has received. The Company will make up the difference between the amount received for Jury Service and the employee's ordinary wages that would have been received for that period.

#### **5.7 Public Holidays**

Employees other than casual employees and irregular part time employees shall be entitled to be paid for proclaimed and gazetted public holidays that fall during their ordinary hours of work.

An additional one day's leave (Picnic Day) shall be granted which shall be taken either on Easter Tuesday or at a mutually agreed time.

#### **5.8 Trade Union Training Leave**

The Company will grant Union Delegates up to 5 days paid leave per annum for the purposes of attending training courses provided by the Union.

## **PART 6**

### **COMPANY POLICIES**

#### **6.1 Equal Employment Opportunity Policy**

Speedo Australia is committed to ensuring a workplace that is free from discrimination and harassment. The commitment is based, in part, on the need to ensure that our organisation complies with equal opportunity laws. However, we are also committed to providing a pleasant working environment for all employees and encouraging good working relationships between employees.

Speedo Australia will endeavour to ensure that in the application of all organisational practices and procedures no discrimination takes place and that all employees enjoy equal access to opportunities within the organisation. The basis of employment decisions is the individual merit of employees/applicants.

What is discrimination?

Discrimination occurs when a person is treated less favourably because of a personal attribute they possess which is covered by equal opportunity laws.

Grounds of discrimination

It is unlawful to discriminate against a person or persons on any of the following attributes:

Race;

Colour;

Nationality;

Descent;

Ethnic, ethno-religious or national origin;

Sex;

Sexual harassment;

Pregnancy (including potential pregnancy);

Marital status;

Carers' responsibilities;

Disability;

Homosexuality;

Transgender;

Age; and

HIV/AIDS.

These attributes are in most cases irrelevant to employment decisions and Speedo Australia will do its utmost to ensure that they are not taken into account when employment decisions are made.

Speedo Australia will also endeavour to ensure that employees are free from unlawful harassment at work. Harassment is dealt with in the Speedo Australia Harassment Policy provided at clause 6.2 of this Agreement.

Speedo Australia is committed to achieving the following EEO objectives:

- to ensure that all employees are treated fairly;
- to fully utilise and develop the potential of every employee;
- to keep all policies and procedures consistent with EEO principles;
- to augment employee morale and motivation by increasing staff confidence in the fairness of our human resource practices and access to employment opportunities; and
- to ensure achievement of our objectives through our EEO program which includes the training of staff on EEO and related issues.

The responsibility for implementing EEO lies with every manager however, the Personnel Officer is the organisations EEO Officer.

## **6.2 Harassment Policy**

It is the policy of Speedo Australia that any form of harassment is unacceptable in the workplace and will not be condoned or tolerated. Employees who engage in harassing conduct may be disciplined, which in serious cases may include dismissal.

What is harassment?

Harassment is any unwelcome behaviour based on one of the above attributes that offends, humiliates or intimidates the person harassed. For example, if a person makes offensive racist jokes, this may amount to race discrimination. The most common form of harassment is sexual harassment.

What is Sexual Harassment?

Sexual harassment is behaviour of a sexual nature which is unwelcome and has the effect of offending, humiliating or intimidating the person being harassed.

Examples of Sexual Harassment

Examples of behaviour which can constitute sexual harassment include:

- physical contact such as kissing, patting, pinching or touching in any way;
- requests for sexual favours;
- offers of rewards for sex;
- lewd comments;
- dirty jokes;
- foul language;
- sexually explicit conversation;
- unwelcome remarks about a person's sex or private life;
- suggestive comments about a person's appearance;
- posting of pin-ups in the workplace;
- offensive or nuisance telephone calls;
- demands that a person wear sexually suggestive clothing;

gender based insults or taunting;  
sexually explicit emails or internet material.

### **6.3 Complaints Procedure**

If an employee considers that they have been discriminated against or harassed the following steps should be taken to resolve the situation:

1. Make it clear to the other party that such behaviour is offensive to you and request that it cease.
2. If the harassing or discriminatory behaviour continues or you do not feel comfortable confronting the person, bring the matter to the attention of your immediate supervisor or manager who will endeavour to deal with the problem.
3. If your immediate supervisor or manager is unable to resolve the problem or, if you feel you cannot discuss the matter with your supervisor or manager, contact the Personnel Officer or Operations Director.

In some cases a written and signed statement of complaint will be requested.

All complaints will be treated seriously and confidentiality will apply. Each person involved will be treated with fairness and appropriate action will be taken to remedy the situation.

#### **Supervisor's/Manager's Role**

Managers and Supervisors have additional responsibilities in relation to harassment and discrimination in the workplace. Managers and supervisors must respond to any harassment or discrimination they witness occurring in the workplace and are required to take action if a complaint of harassment or discrimination is made to them.

Where a complaint of harassment or discrimination is made, the complaint must be investigated. Investigation of a complaint of harassment or discrimination may involve some or all of the following steps:

Interviewing the person who made the complaint;

Interviewing the person about whom the complaint was made to obtain their response and/or explanation of the allegations;

Interviewing witnesses to determine whether or not the complaint has been substantiated;

Determination of whether or not the complaint has been substantiated and implementation of disciplinary action if appropriate.

The supervisor/manager may seek advice or assistance from the Operations Director at any time during the process.

The Operations Director must be informed that an incident has occurred.

Confidentiality will be maintained at ALL times.

### **6.4 Equal Opportunity for Women in the Workplace Program**

Speedo Australia no longer has any obligation to develop, implement and report on a workplace program under the *Equal Opportunity for Women in the Workplace Act 1999* until such time as its employee figures rise to 100 employees or more.

The company does, however, continue to recognise EEO as an important strategic objective and will continue to address EEO issues through its EEO Policy (see clause 6.1).

## 6.5 Occupational Health & Safety Policy

It is the policy of Speedo Australia to provide safe and efficient systems of work along with a healthy and safe working environment. The Company is also committed to ensuring that employees will not carry out work which is reasonably considered to be unsafe.

The key to our comprehensive safety program is the complete and sustained commitment of management and the involvement and responsible actions of every employee. Our goals in effective health and safety management will be achieved through:

- injury prevention and loss control programs;
- environmental monitoring;
- accident and injury reporting and analysis;
- rehabilitation programs;
- emergency and first aid procedures;
- safety training and procedures;
- safe working systems for all staff;
- safe means of egress and access;
- risk assessments;
- high standards of housekeeping;
- consultation with staff;

The contribution to and support of health and safety programs by all Speedo Australia stakeholders is essential if we are to be successful in preventing injuries and developing a satisfying, efficient and safe workplace.

### Employer Responsibilities

It is the duty of each Manager to provide and maintain as far as practicable for employees a working environment that is safe and without risks to health.

It is the responsibility of each Manager to ensure that responsibilities in relation to relevant legislation for each state are being met.

### Employee Responsibilities

Each employee has a duty of care to ensure that they use due care, skill and competence to complete their duties in a safe manner and co-operate with management in achieving a safe place of work.

Employees elected as members of the Occupational Health and Safety Committee or appointed as Health and Safety Representatives are charged with specific responsibilities as representatives of other employees. Training and support of these staff is provided accordingly.

The OH & S Committee is the site's OH & S consultative mechanism as required by the *Occupational Health and Safety Act 2000*.

### Rehabilitation

Consistent with our policy of providing a safe and healthy working environment, Speedo Australia is committed to the provision of early occupational rehabilitation intervention for employees suffering from



illness or injury. Occupational rehabilitation is aimed at enabling a speedy return to suitable employment as quickly and as safely as possible.

## **6.6 Disciplinary Procedure**

### **1. Informal Discussion**

An initial discussion with the employee regarding their performance or conduct will be held.

The employee will be advised of company expectations and the areas their performance or conduct is expected to improve.

### **2. 1st Formal Warning**

Issues previously raised with the employee will be formally discussed with a Union Delegate present if requested.

A "Record of Formal Warning Discussion" shall be completed and signed by the employee and manager. This form outlines problem areas, expectations, an action plan, a monitoring period where appropriate and future action should performance not improve.

The employee will be given a copy of the "Record of Formal Warning Discussion" and the original will be placed on their personnel file.

### **3. 2nd Formal Warning**

If the employee has not improved within the agreed monitoring period, or if the situation worsens, they will be counselled for a second time.

A second "Record of Formal Warning Discussion" will be completed stating the problem, expectations and the consequences should their performance not improve immediately.

Once again, a witness may be present and the employee will be asked to sign the form and be provided with a copy. The original is to be placed on their personnel file.

### **4. 3rd and Final Warning**

The most serious of the warnings given, the third and final warning gives the employee one last chance to improve their performance or conduct. A "Record of Formal Warning Discussion" is to be completed, signed and forwarded to the Human Resources Department.

Because of the seriousness of this warning the employee will be expected to show an immediate improvement in their behaviour/performance.

### **5. Termination of Employment**

A review of the situation is discussed with the employee and they are advised that as the situation has not improved, their employment is being terminated. By this stage the employee will have been given every opportunity to defend allegations and will have had reasonable time to improve performance or conduct and will have received at least three (3) written warnings, including a final warning.

## **PART 7**

### **DISPUTE RESOLUTION PROCEDURE**

In order to ensure that disagreements and disputes are resolved in an orderly and speedy manner, the Company, employees and the Union agree to follow the procedure set out below:

The Company, the employees and the Union agree that all 4 stages will be followed and that every attempt shall be made to resolve the issue in-house.

#### 7.1 Stage 1

An employee who has a disagreement or dispute will discuss the matter with their normal Supervisor or Manager.

The Supervisor or Manager will discuss the issue with the employee in private and no later than 3 days after the discussion provide a response to the employee.

Where necessary the Supervisor or Manager will record the details of the issue and the response in writing.

#### 7.2 Stage 2

If the employee is not satisfied with the response, they may take their concern to the Union Delegate who will arrange a meeting between the Manager responsible for the department and the employee concerned.

The same procedures and time frames will apply as set out in stage 1, however, all relevant facts will be recorded in writing.

If the disagreement or dispute involves an accusation by an employee against another employee, the accused shall have the right to respond to the allegations in the presence of the Manager and the employee making the accusation.

#### 7.3 Stage 3

If the matter has still not been resolved, it shall be referred to the Operations Director and an official of the Union.

#### 7.4 Stage 4

If the disagreement or dispute has not been resolved by discussions involving the Operations Director and an official of the Union in Stage 3, and no further avenues for resolution of the dispute exist, the parties may either jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for resolution.

At any meeting before the Commission, the parties will use their best endeavours to resolve the matter by conciliation.

**7.5 Normal Work to Continue**

While the above dispute resolution procedures are being followed, normal work will continue.

**SIGNATURE PAGE**

Signed for Speedo Australia Pty Limited )  
By an authorised officer )  
In the presence of )

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Office Held

\_\_\_\_\_  
20 / 01 / 04  
Date

Signed for the Transport Workers Union Of  
New South Wales, Textile Clothing and  
Footwear Sub-Branch )  
By an authorised officer )  
In the presence of )

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Signature of Witness

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Name of Officer

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Name of Witness

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Office Held

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22 / 01 / 04  
Date