

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/141

TITLE: The Gates Rubber Company (NSW) Pty Ltd Enterprise Agreement 2003

I.R.C. NO: IRC4/1331

DATE APPROVED/COMMENCEMENT: 23 March 2004/1 December 2003

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/33

GAZETTAL REFERENCE: 18 June 2004

DATE TERMINATED: 23 April 2004

NUMBER OF PAGES: 7

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 2003

1. Title

This Agreement shall be known as The Gates Rubber Company (NSW) Pty Limited Enterprise Agreement 2003.

2. Arrangement

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3. Application

This Agreement shall apply at The Gates Rubber Company (NSW) Pty Limited (ABN 31 075 069 911), 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, 2003, 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 Award, the terms of this Agreement shall prevail.

8. Hours of Duty

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

Day Shift	Monday to Thursday Friday	Start 5:50am Start 5:50am	Finish 2:00pm Finish 12:00pm
Afternoon Shift	Monday to Thursday Friday	Start 1:50pm Start 11:50am	Finish 10:00pm Finish 6:00pm
Night Shift	Monday Tuesday - Friday	Start 11:50pm Start 9:50pm	(Sunday) Finish 6:00am 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	Nil
Afternoon Shift	15.0%
Night Shift	25.0%
Permanent Night Shift	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.
- c. To encourage improved attendance, an annual attendance bonus program shall operate each year of this Agreement from 1st December to 30th November. This program recognises employees who have completed the above period without sick leave, unpaid leave, or tardiness. The bonus shall be \$300.00 and will be paid through the payroll in addition to nett wages.

Employees who have a length of service less than the twelve (12) month bonus period and have perfect attendance, will receive a pro-rata payment proportionate to their length of service.

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. Breaktimes

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 ensure that all associates 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 employee's 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.

- a. 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 \$25.00 from the beginning of the first full pay period after 1st December, 2003. 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)

Manufacturing/ Production employee	Casual	\$575.75
Manufacturing/ Production employee	Level 1	\$500.65
Manufacturing/ Production employee	Level 2	\$520.80
Manufacturing/ Production employee	Level 3	\$548.24
Manufacturing/ Production employee	Level 4	\$573.65
Manufacturing/ Production employee	Level 5	\$597.00
Manufacturing/ Production employee	Level 6	\$610.07
Warehouse Worker	Level 1	\$548.24
Warehouse Worker	Level 2	\$573.65
Warehouse Worker	Level 3	\$597.00
Warehouse Administration Officer		\$610.07

Increases to the Award rate of pay shall be absorbed against the increases provided for in this Agreement. Notwithstanding, should the Award rate of pay for any classification be greater than the rate of pay paid in accordance with this Agreement, the Award 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	Level 5	\$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. 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.

19. 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.

20. Avoidance of Industrial Disputes

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

21. 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.

22. 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.

23. 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

General Manager

Signed for and on behalf of the National Union of Workers NSW Branch

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.