

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/304

TITLE: The Gates Rubber Company (NSW) Pty Limited Enterprise Agreement 1999

I.R.C. NO: 99/5590

DATE APPROVED/COMMENCEMENT: 1 December 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Applies to all employees at The Gates Rubber Company (NSW) Pty Limited

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





The most trusted name in belts and hose

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15 OCT 1999

OFFICE OF THE INDUSTRIAL
REGISTRAR

The Gates Rubber Company (NSW) Pty Ltd
A.C.N. 075 069 911 Ph: (02) 44285 108

The Gates Rubber Company (NSW) Pty Limited

ENTERPRISE

Registered
Enterprise Agreement

Industrial Registrar

AGREEMENT

1. TITLE

This Agreement shall be known as The Gates Rubber Company (NSW) Pty Limited Enterprise Agreement 1999.

2. ARRANGEMENT

The Agreement is arranged as follows:

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3. APPLICATION

This Agreement shall apply at The Gates Rubber Company (NSW) Pty Limited (ACN 075 069 911), Lot 14 Norfolk Avenue, South Nowra, NSW, to all employees who are bound by the terms 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 14 of this Agreement.

5. PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first pay period to commence on or after "date of approval", and shall remain in force for a period of 24 months.

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

6. 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.

7. HOURS OF DUTY

a. All employees covered by the Rubber Workers (State) Award shall work a 76 hour fortnight. The purpose of the start and finish times is to provide employees with a nine (9) day fortnight within the following normal hours:



Day Shift	Monday to Thursday	Start 5:50am	Finish 2:30pm
	Friday	Start 5:50am	Finish 2:00pm
Afternoon Shift	Monday to Thursday	Start 2:20pm	Finish 11:00pm
	Friday	No Scheduled Work	

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 the change in working hours to provide a nine (9) day fortnight, is dependant upon continuous improvement in customer service and productivity. In the event the business suffers because of this change to working hours, start and finish times will revert to the times and conditions prior to Agreement approval.

The wages table in **clause 15** of this Agreement includes an increase in ordinary wages as recognition of a reduced weekly shift allowance payment together with an increase in on the job time within these new hours. In the event that working hours revert, there will be no related adjustment to ordinary wages. The employer shall recoup this adjustment by not paying afternoon shift allowance for work performed on Friday afternoons.

c. The parties agree that with the implementation of the nine (9) day fortnight if an employee is requested to work the rostered day off he/ she may elect, with the consent of the employer, to take a substitute day off at any time. Alternatively, the time worked on the rostered day off shall be paid at the rates of time and one half during the first three (3) hours of work and double time for work performed thereafter.

d. 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 at their work station by the designated starting time 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 workstation at some other time. This requirement does not affect the right of an employee to take toilet breaks as needed.



8. SHIFT ALLOWANCE

Shift allowance shall apply in accordance with **clause 14** of the Rubber Workers (State) Award and shall be calculated as 15% of an employees hourly rate and be paid hourly.

9. NOTIFICATION OF ABSENCE

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 absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the first day of absence.

10. OVERTIME

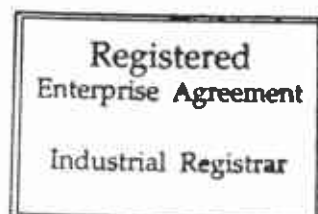
a. All employees are required to work a reasonable amount of overtime at overtime rates. Using the 1998/ 1999 business year as a base to establish average overtime worked, “reasonable” amount of overtime for the life of this Agreement may mean an average of one (1) hour per week.

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.

No employee shall be limited to one (1) hour of overtime per week, with all personal and company circumstances considered.

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 or in the case of a work free day on a Friday, the employer will phone the employee at his/ her home before midday on the day before the scheduled overtime.

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 cannot be usefully employed because of machinery breakdown, strike, or any stoppage of work through any cause for which the employer cannot reasonably be held responsible.



c. In the case of an employee who is rostered to work overtime and is unable to attend for duty **clause 9** shall apply.

11. BREAK TIMES

Employees shall be allowed rest and meal breaks during their shift 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.

12. ANNUAL LEAVE

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

a. 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.

b. All annual leave shall be paid as an average of scheduled time worked over the period of a fortnight. For the purposes of the nine (9) day fortnight where each shift works a different number of hours, any leave taken in weekly increments shall be paid as 38 hour weeks. Any leave taken as a portion of a week shall be paid pro rata of the scheduled number of hours to be worked in that period.

13. 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 classifications defined by clause 51 of the Rubber Workers (State) Award.



b. A new employee shall be employed on a three (3) month probationary period. During this period either party may terminate the employment by providing one (1) shifts notice to the other party or payment in lieu of notice. Termination may be effected by part notice and part payment in lieu.

14. 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

The parties commit themselves during the life of the Agreement to finalising the incomplete elements in the definition of wage classifications through the use of competency standards consistent with the provisions of the Rubber Workers (State)-Award, and through the consultative process when standards cannot be clearly applied.

15. WAGES OUTCOME

It is acknowledged that one of the Company's strengths lies in the positive attitude and co-operation of it's employees. This has meant that numerous changes resulting in workplace efficiencies occur on a regular basis and it is understood that this practice will continue. The long term 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 under the Rubber Workers (State) Award at The Gates Rubber Company (NSW) Pty Limited in return for their contribution to the implementation of the Agreement.



Stage 1. Wages will increase by 6.0% from the beginning of the first full pay period after date of approval. The increase shall apply to the employee's ordinary current rate of pay, which may include an over award payment, and shall be paid for all purposes.

Stage 2. Wages shall increase by 6.0% from the beginning of the first full pay period after 7th June, 2000.

WAGES TABLE (Based on 38 hour week)

Stage 1. (6.0%)

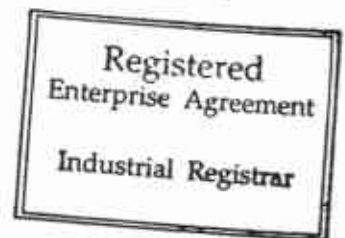
MP Casual	\$480.74
MP Level 1	\$400.65
MP Level 2	\$419.66
MP Level 3	\$445.55
MP Level 4	\$469.52
MP Level 5	\$491.55
MP Level 6	\$503.88

WW Level 1	\$445.55
WW Level 2	\$469.52
WW Level 3	\$491.55
WAO	\$503.88

Stage 2. (6.0%)

MP Casual	\$509.58
MP Level 1	\$424.69
MP Level 2	\$444.84
MP Level 3	\$472.28
MP Level 4	\$497.69
MP Level 5	\$521.04
MP Level 6	\$534.11

WW Level 1	\$472.28
WW Level 2	\$497.69
WW Level 3	\$521.04
WAO	\$534.11



Increases to the award rate of pay shall be absorbed against the increase provided for in this Agreement, notwithstanding that 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.

16. LEADING HAND ALLOWANCE

The parties recognise that through on the job training, length of service and leadership, employees shall be provided with recognition whilst accepting responsibility for other employees' performance, quality and production. This recognition shall be provided with the payment of a Leading Hand Allowance and shall be applied as follows:

Trolley Leader Cell #1	Level 5	\$60.00 per fortnight
	Level 4	\$100.00 per fortnight
Trolley Leader Cell #2	Level 5	\$20.00 per fortnight
	Level 4	\$60.00 per fortnight
Trolley Leader Cell #3	Level 5	\$10.00 per fortnight
	Level 4	\$50.00 per fortnight
Table Leader Cells #1 #2 #3 Level 3		\$100.00 per fortnight

The rates recognise the higher responsibility of Trolley Cell #1. Leading hand allowance shall only be applied to an employee while he or she is performing the duties of a leading hand and will be paid hourly.

The Leading Hand Allowance does not form part of the ordinary wage for the purposes of this Agreement.

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.

17. CONSULTATION

The process for the parties to this Agreement to consult each other about matters involving changes to the organisation or performance of work is as follows:

An Associate Consultative Committee has been established and through it employees and management agree to work to improve the competitiveness, productivity and efficiency of the enterprise.

The aim of the Associate Consultative Committee is to develop and maintain the communication mechanisms necessary for employees and management to work in a participative environment to foster continuous improvement and long term survival.



18. 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.

19. AVOIDANCE OF INDUSTRIAL DISPUTES

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

20. 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.

21. 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.

22. 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 are to 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, and the Union delegate. If the matter remains unresolved – follow Step #5.
- Step 5** The matter is discussed between the Production Manager, Human Resources Manager, General Manager, Union delegate, and the Union State Secretary

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 6** In the event that the issue is still 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 conciliation, the NSW Industrial Relations 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.

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