

ENTERPRISE AGREEMENT

NO: E.A. 40 /1992

DATE REGISTERED: 27-11-92

PRICE: \$ 24-00

EMPLOYEE ENTERPRISE AGREEMENT WITH THE
MANNING DISTRICT DISABLED PERSONS ASSOCIATION

- 1) For the purpose of this Enterprise Agreement, the following definitions shall apply:
- a) Manning District Disabled Persons Association Ltd. (MDDPA Ltd) trading as Valley Industries, shall also mean the management, the employer or the enterprise:
 - b) Employees shall mean able workers employed at Valley Industries or under the auspices of Valley Industries in other locations (in work groups, work crews or enclaves).
 - c) This agreement shall regulate totally the terms and conditions of employment previously regulated by the following state awards except in respect of rates of pay.
 - Saddlery, Leather & Canvas Workers State Award
 - Sawmillers State Award
 - Miscellaneous Gardeners (State) Award
 - Nursery Employees (State) Award
 - Voluntary Care Association (State) Award
 - Engineers Etc. (State) Award (Welders)
 - Clerks State Award (NSW)

2) HOURS OF WORK

Subject to the exceptions hereinafter provided, the ordinary working hours shall not exceed an average of 34 per week in the factory, LSU and leather/ sewing units.

For nursery, administration, production office staff and outside work crews and enclaves, the ordinary working hours shall not exceed 38 per week.

Ordinary hours of work shall fall between the hours of 6 a.m. and 6 p.m. Monday to Friday. For nursery employees opting to work a 4½ or 5½ day week including weekends, ordinary hours of work shall include 8 a.m. to 12 noon on Saturdays.

For sub-contract enclaves and employees working at other industrial sites, the starting and finishing times per week, will be as for that company's employees or as negotiated between that company, (where applicable), Valley Industries and its employees through consultation so long as a majority of the MDDPA employees so affected, and their employer, agree.

WAGES

The wages for employees of the Manning District Disabled Persons Association will be paid in accordance with the appropriate hourly rates of the following awards. The appropriate award being the one that accurately reflects the type of work performed by that particular employee.

Leather Unit - Saddlery, Leather & Canvas Workers State Award
Factory - Sawmillers State Award
Work Crews - Miscellaneous Gardeners (State) Award
Nursery - Nursery Employees (State) Award
Living Skills Unit - Voluntary Care Association (State) Award
Maintenance Unit - Engineers Etc. (State) Award (Welders)
Administration - Clerks State Award (NSW)

The rate of pay for ordinary hours of employment will be that prescribed from time to time for that particular employee by the relevant State Award. The employee concerned being designated fulltime, part time or casual.

3) OVERTIME

Payment for working overtime.

- a) All time worked by employees outside the fixed ordinary hours of work shall be at the rate of time and a half for the first two hours and double time thereafter, except when the time is worked by arrangement between the employees, themselves.

Payment for working Saturdays/Sundays/Public Holidays and Rostered Days Off.

- b) All work performed on a Saturday by an employee on the instructions of the employer, shall be paid for at the rate of time and a half for the first two hours and double time thereafter unless specifically excepted in para. (ie nursery employees applying to work 4½ or 5½ day week.)
- c) All work performed on Sundays by an employee on the instructions of the

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employer, shall be at the rate of double time with a minimum four hours to be worked.

- d) All work performed on a Rostered Day Off on the instructions of the employer, shall be paid for at the rate of time and a half for the first two hours and double time thereafter with a minimum of four hours at such rates.
- e) Rostered Days Off may be changed by mutual agreement between the employer and individual employees.
- f) Employees who work on public holidays shall be paid at the rate of double time and a half with a minimum of four hours.
- g) Time off in lieu of the overtime payment may be taken on an hour for hour basis if multiples agreed between employee and employer.

4) PART-TIME EMPLOYMENT

Employees who have made arrangements to work on a part-time basis, are entitled to all of the benefits available to full-time employees on a pro-rata basis.

5. CONDITIONS OF ENGAGEMENT AND PAYMENT

- a) All employees shall be employed on a day to day probationary basis for first 4 weeks of employment.
- b) After satisfactorily completing 4 continuous weeks of work, all employees will be deemed permanent. This does not apply to people employed specifically as casuals and who will be paid at the appropriate rates.

6) PAYMENT OF WAGES

All employees are paid on a weekly basis on a Thursday afternoon.

If an employee is absent on payday, alternative arrangements for collecting pay can be made by contacting the factory and with the written consent of the employee.

7) ANNUAL LEAVE

- a) Employees are entitled to annual leave in accordance with the provisions of the NSW Annual Holidays Act 1944 as amended from time to time.
- b) A loading will be paid in addition to the pay for the period of holiday given and taken and due to an employee under the Act. The additional loading will be at the rate of seventeen and a half per cent (17.5%) of an employees ordinary weekly wage.

8) SICK LEAVE

Employees are entitled to ten (10) days paid sick leave per year. Except as otherwise prescribed in the clause, an employee who is absent from work on account of personal illness, or on account of injury by accident, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:-

- a) An employee shall not be entitled to be paid leave of absence for any period in respect of which there is an entitlement to Workers' Compensation.
- b) An employee or a person on behalf of the employee shall, prior to the conclusion of the ordinary hours of work, inform the employer of the inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of absence.
- c) An employee shall prove to the satisfaction of the employer or provide proof that he or she was unable, on account of such illness or injury, to attend for duty on the days where two or more working days, sick leave is claimed. For such purposes, the employer may require an employee to provide a Doctor's Certificate verifying the cause of the absence.

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9) PUBLIC HOLIDAYS

A permanent employee shall be entitled, without loss of pay, to all public holidays gazetted in NSW.

10) LONG SERVICE LEAVE

Employees are entitled to long service leave in accordance with the provisions of the NSW Long Service Act as amended from time to time.

11) BEREAVEMENT LEAVE

On the death of a husband/wife (including a defacto partner), parent, child/stepchild, brother, sister, grandparent or formally appointed guardian, an employee shall be allowed up to three (3) days paid leave. Proof of such death shall be produced by the employee if the employer so requests.

12) PARENTAL LEAVE

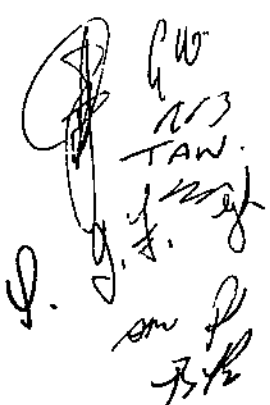
Employees are entitled to parental leave in accordance with the provisions of the Industrial Relations Act 1991 as amended from time to time.

13) TERMINATION OF EMPLOYMENT

a) Notice of termination by employer. In order to terminate the employment of an employee, the employer shall give to the employee the following notice:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks

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- 3 years and up to the completion of 5 years 3 weeks
- 5 years and over 4 weeks

- b) In addition to the notice of subclause (a) hereof, employees over 45 years of age at the time of the giving of notice with not less than two years continuous service, shall be entitled to an additional weeks notice.
- c) Payment in lieu of the notice prescribed in subclause (a & b) hereof, shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part period of notice specified and part payment in lieu thereof.
- d) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated, shall be used.
- e) The period of notice in the clause hereof, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency or neglect of duty.

f) Time off During Notice Period

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

- g) The employer shall assist the employee through the Department of Social Security to regain his/her pension entitlements if applicable, and/or alternative employment.

h) Notice of Termination by Employee

The notice of termination by the employee shall be the same as clause (13), subclause (a) depending on the reason of the termination, which the employer shall take account of. This would allow one week's notice being accepted where appropriate.

i) Unfair Dismissal / Work Grievance Resolution

See Work Grievance Resolution as Annexure A

For the purpose of this clause, termination of employment shall include terminations with or without notice.

Except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, marital status, family disability, national extraction and social origin, shall constitute a harsh, unjust or unreasonable termination of employment.

14) WORKERS REPRESENTATIVES RIGHTS

- a) All workers' representatives shall have the right to discuss work related matters of concern to any employees provided that the workers representative does not unduly interfere with the work in progress and the supervisor of the section is given prior notice of the workers representatives' intention.
- b) The workers representative shall have access to a telephone to progress enquiries on behalf of a worker on work related matters. The workers representatives shall be provided with a suitable cupboard, and

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facilities to enable them to keep records.

- c) After advising management, workers representatives shall be permitted to place work related notices on notice boards within the enterprise.
- d) With the agreement of the employer, the workers representatives can have a guest speaker to attend meetings within the enterprise.
- e) The employer shall not dismiss a workers representative or alter the employee's position to that employee's prejudice because the employee is a workers representative. This subclause will not impinge on the employers right of Termination of Employment (Clause 13).
- f) The employer shall supply the employees with a copy of this Agreement and with all variations.
- g) Workers representatives shall be allowed paid time to attend properly recognised training courses which have the approval of management.

15) SUPERANNUATION

The employer shall pay into a duly recognised scheme on behalf of the employee whether full time or part time, an amount equal to 3% of salary for the purpose of productivity superannuation to commence from August 1991. The rate paid will be reviewed and adjusted in line with Federal Legislation governing productivity superannuation and the payment thereof.

16) WORKERS COMPENSATION

The terms and conditions of the NSW Workers Compensation Act 1987 as amended from time to time shall apply.
The injured worker shall notify the factory of any such injuries as soon as practicable.

17) SAFETY EQUIPMENT

- a) Where the nature of the work performed by employees requires suitable protective clothing, dust coats or protective safety apparatus, such as safety glasses, dust masks or ear muffs, these shall be supplied, paid for and maintained by the employer and worn or used by the employees as directed, as a condition of their employment.
- b) Safety footwear. The employer shall provide free of charge to employees, safety footwear where it is a requirement of employment, to be replaced on a fair, wear and tear basis.
- c) A doctor's certificate indicating that an employee is unable to wear safety equipment or acceptance by the WorkCover Inspectorate, must be obtained, if an employee is to be exempt from wearing an article of safety clothing or equipment.

18) UNION MEMBERSHIP & RIGHT OF ENTRY OF UNION OFFICIALS

Each employee of M.D.D.P.A. Ltd., shall have the right to join a Union or not, according to their personal choice.

The right of entry of officers of Industrial organisations of employees duly authorised for the purpose by the Industrial Registrar, shall be in accordance with Section 733 of the Industrial Relations Act 1991.

Such authorised officers entering company premises will be expected to comply with all safety requirements normally expected of employees and other visitors.

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19) AMENITIES

Except as otherwise provided by State Law, the employer shall provide at each permanent worksite, free of charge to the employees;

- a) at each worksite where ten or more employees are engaged, a suitable dining area;
- b) where practicable, the facilities to boil water at meal times;
- c) at each worksite in which employees are engaged, reasonable and sufficient conveniences to enable the employees to wash themselves;
- d) at each worksite in some convenient place, suitable cool drinking water;
- e) at each worksite, a restroom for employees.

20) FIRST AID PROVISIONSa) First Aid Outfit

The employer shall supply and maintain a first aid outfit at each worksite as prescribed by the legislation of the State.

b) First Aid Employee

In Enterprises, or places where an employer has appointed an employee who holds a certificate issued by St. Johns Ambulance or some other similar body as a First Aid Attendant, an additional \$8.00 per week for each week in which 3 days or more have been worked, shall be paid to such employee and such amount shall be payable in addition to any amounts paid for annual leave and public holidays provided that this allowance shall not be subject to any premium or penalty additions.

c) Special Transport of Injured

In the event of an injury to an employee requiring medical attention that cannot be provided by the Enterprise or on the employer's premises, the employer shall, as soon as is reasonably possible, supply, free of charge, means to convey such employee to the nearest hospital or doctor at which or by whom the employee is to be treated.

21) CONSULTATIVE ARRANGEMENTS

The parties acknowledge the current Memorandum & Articles of Association under which MDDPA Ltd operates. It is further acknowledged that the consultative arrangement set out in this clause will be implemented by agreement of the parties.

OBJECTIVES

An objective of the M.D.D.P.A. Ltd. Industrial Relations Committee, (hereinafter referred to as a Committee) will be to improve consultation and decision-making processes within the enterprise in an atmosphere of mutual trust and co-operation, thus providing for more effective communication to investigate, determine and make recommendations on:

industrial relations;
career skills training and development;

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- introduction to new technology;
- changes to work organisation;
- site expansion and investment;
- total quality;
- productivity improvement;
- value added products;
- new management practices;
- equal employment opportunity;
- quality of work life;
- problems between individual employees in the workplace.

FUNCTION

The Committee may address any of the matters listed in the above objectives and agree that:

- issues may be discussed, but decisions if required, must be taken through established worker/management channels or dispute avoidance procedures. The committee can make recommendation to management or the Association's Board of Management, who have the decision making responsibilities.

REPORTING RESPONSIBILITY

In respect to recommendations determined by the Committee, these shall be communicated in writing by the Chairperson to the General Manager and the Board of Directors.

The General Manager shall within 14 days, communicate in writing to the Chairperson acknowledging receipt of the recommendation and after the next meeting of the Board, the action being taken in respect to the recommendation.

STRUCTURE

The Committee shall consist of 7 employee representatives (1 each elected from each employment unit and 1 leading hand trainer/office staff elected representative and 2 management representatives. If employment units increase or decrease, so will the employee representatives of the committee. Employee representatives may, by a majority vote of all employees, be removed from the Committee if it is deemed that their performance on that Committee is unsatisfactory to Valley Industries employees.

New employee representatives will then be elected to the Committee.

Any member of the Committee shall cease to be recognised as such upon termination of employment with Valley Industries. Any employee representative shall cease to be recognised as an employee representative upon assuming promotion to a managerial position.

LIST OF OFFICE BEARERS AND THEIR ROLE

Chairperson

- shall be a member of the Committee and shall have the same voting rights as other members. The position of Chairperson which will rotate every six months between a management and an employee representative by agreement of the members;
- shall act as a spokesperson for the Committee;
- call meetings of the Committee or Sub Committees;
- understand the format and distinctive stages of the meeting;
- be familiar with the agenda and come to the meeting prepared. Indicate the items of business on the agenda as being either "for information", "for discussion" or "for resolution".
- liaise with the Committee Secretary in preparing for the meeting;

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- open the meeting and follow the agenda;
- maintain the meeting in order by encouraging participation and leading the meeting;
- ensure that if the previous minutes require amendment prior to their confirmation that these alterations are made prior to signing the minutes;
- allow all members of the Committee to put their point of view;
- close the meeting and make known the date, time and place of the next meeting; and
- liaise with the Committee Secretary after the meeting to prepare the minutes of meeting.

Vice-Chairperson

When the Chairperson is absent from Committee meetings, the Vice-Chairperson shall assume the Chairperson's role.

The Vice-Chairperson shall be elected from the Committee and will be a representative of the group to which the Chairperson does not belong.

Following the Chairperson serving their 6 month term, the Vice-Chairperson shall become the Chairperson and a new Vice-Chairperson elected.

Secretary

A Secretary shall be allocated to the Committee by management to:

- draw up and issue agendas;
- record minutes of meeting and distribute them;
- receive and record correspondence;
- provide typing and photocopying service; and
- arrange meeting times and venues.

The Secretary shall not be a member of the Committee and will not participate in discussions on agenda items.

MEETINGS

Meetings should be held once per month initially until otherwise determined by the Committee.

QUORUM

A quorum shall consist of 5 members of the Committee.

PROXY

The Committee shall determine proxy arrangements if any, being aware of the need for continuity of membership, all rights and obligations extended to members will be transferred to the proxy whilst they participate in meetings or undertake Committee work. A person acting as a proxy, must be chosen by the employees of the work unit of the Committee member they are substituting for.

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AGENDA

The agenda is to be prepared and distributed by the Secretary to all Committee members, and the General Manager at least five (5) working days prior to meetings. Any Committee member may submit agenda items.

Management members shall submit for the Committee's consideration, as agenda items, all matters which have reached the stage of appearing feasible enough to warrant full investigation and which may have impact upon employees. Such action shall be taken at the earliest possible time after which this stage is reached. Appropriate information shall be provided with each agenda item submitted.

Provision shall be made available within the agenda to review as necessary business arising from the minutes of the previous meeting.

Agenda items may be raised for next meeting whilst a meeting is in progress.

Issues of importance not included on the finalised agenda, can be raised at the meeting and by agreement of the Committee discussed at the meeting as general business.

RECORDING OF MINUTES

The Secretary shall within five (5) working days, circulate to members, minutes for verification. If any member of the Committee is concerned with the accuracy of the minutes as a true record of the meeting, then they shall communicate this immediately to the Chairperson.

The minutes shall include:

- attendances at the meeting;
- summary of the issues and alternatives proposed with brief supporting arguments;
- resolutions made;
- the recommended time-frame for action proposed by the committee;
- time-frame for consideration of matters deferred; and unless any objection to their accuracy is raised by Committee members, they shall be posted on the notice board and distributed to the General Manager.

PREPARATION TIME AND REPORT BACK

Employee representatives of the Committee or Sub Committee shall have adequate time and access to the persons they represent:

- prior to Committee meetings to prepare for agenda items;
- following Committee meetings to report back, when necessary, on issues discussed.

CO-OPTION COMMITTEE

- a) Members by majority agreement shall have the power to co-opt personnel for advisory purposes on specific issues to expedite Committee business.
- b) Members by majority agreement can invite an external resource to attend relevant meetings.
- c) Observers may attend Committee meetings by majority agreement.

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DISCRIMINATION

Management shall not dismiss an employee in their employment or alter their position to their detriment by reason of the fact that the employee is a member of the Committee or Sub Committee. This subclause will not impinge on the employers right of Termination of Employment (Clause 13).

RIGHTS AND DUTIES

All members of the Committee undertake to carry out their duties in a responsible and honest manner in the spirit of this Agreement:

- to attend the meeting and be present a few minutes before the time stated on the agenda;
- to forward apologies to the Secretary if unable to attend the meeting;
- to come to the meeting prepared with notes to make contributions briefly, clearly and perhaps, with illustrations on matters affecting them or those they represent;
- to represent the view and opinions of those people they represent and not just their own;
- to speak on the basis of the facts presented and not on the basis of preconceived ideas not based on facts;
- encouraging and assisting employees to submit agenda items;
- providing explanations of items recorded in the minutes;
- to report back to constituents on Committee business.

PAID TIME AVAILABLE TO EMPLOYEE REPRESENTATIVES

Employee representatives on the Committee shall not suffer any loss of pay by virtue of having to:-

- attend Committee meetings;
- prepare for meetings;
- with agreement of management report back to constituents;
- to attend other business by agreement with management;
- to attend training in accordance with established enterprise/ company procedures.

RIGHT OF ACCESS TO ALL RELEVANT INFORMATION

Management and employee representatives shall have the right of access to all information and documents held by management, relevant to issues being considered by the Committee. Should information and/or documents requested by the Committee or its representatives be denied because they are "commercial-in-confidence", such a decision must be justified. All reasonable effort will be made by representatives to provide adequate time for the production of relevant information.

RESOURCES AND FACILITIES

The employer will make available to the Committee:

- typing facilities;
- photocopying as required;

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- telephone access at set times solely for use on committee business:

Meeting facilities:

22) TERM OF AGREEMENT

This agreement will operate from the date of registration and shall remain in force for a period of eighteen months unless varied or terminated earlier by the provisions of the Industrial Relations Act 1991.

EMPLOYEES

ROBYN SMITH..... *R. Smith*

GLENYS LAMBERT..... *Glenys Lambert*

SUSAN MUNRO..... *S. Munro*

TIM WELSH..... *T. Welsh*

BRIAN ROBINSON..... *B. Robinson*

ADRIAN FROOD..... *A. Frood*

PETER JOHNSTON..... *Peter Johnston*

GRETA WATSON..... *G. Watson*

ALAN BAILLIE..... *A. Baillie*

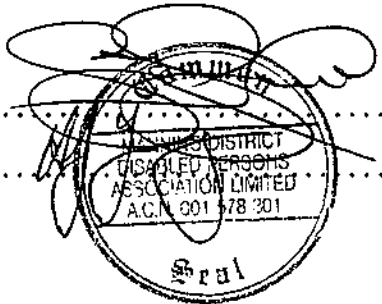
JOHN MILLS..... *John Mills*

JUDY FROOD..... *J. D. Frood*

MANAGEMENT

STEVE SMITH..... *Steve Smith* GENERAL MANAGER 2/11/92

HUGH YOUNG..... *Hugh Young* PRESIDENT 2/11/92





Manning District Disabled Persons Association Ltd.
Trading as

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(065) 52 3058
Fax: (065) 52 5941

VALLEY INDUSTRIES

Cnr. Whitbread & Muldoon Streets, Taree 2430

P.O. Box 747
Taree 2430

27/8/92

"EMPLOYEE PARTIES TO ENTERPRISE AGREEMENT"

1. Name: ROBYN SMITH
Address: 3 ABBOTTS FALLS ROAD, WINGHAM. 2429 Phone No: (065) 535935
2. Name: GLENYS LAMBERT
Address: 22 FUCHSIA DRIVE, TAREE. 2430 Phone No: (065) 523862
3. Name: SUSAN MUNRO
Address: LOT 29, GUILDING STREET, WINGHAM. 2429 Phone No: (065) 535544
4. Name: TIMOTHY WELSH
Address: 46 MARLEE STREET, WINGHAM. 2429 Phone No: (065) 535078
5. Name: BRIAN ROBINSON
Address: 21 PRIMROSE STREET, WINGHAM. 2429 Phone No: (065) 535838
6. Name: ADRIAN FROOD
Address: LOT 2 DYERS CROSSING ROAD, DYERS CROSSING... 2429 Phone No: (065) 502333
7. Name: PETER JOHNSTON
Address: "CASUARINA" PAYNES LANE, UPPER LANSLOWNE... 2430 Phone No: (065) 569092
8. Name: GRETA WATSON
Address: 6/26 SUMMERVILLE ST, WINGHAM. 2429 Phone No: (065) 570180
9. Name: ALAN BAILLIE
Address: RICHARDSON STREET, WINGHAM. 2429 Phone No: (065) 535284
10. Name: JOHN MILLS
Address: 298 PACIFIC H'WAY, HERONS CREEK. 2439 Phone No: (065) 857124
11. Name: JUDY FROOD
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