

ENTERPRISE AGREEMENT

NO: E.A. 12 /1993

DATE REGISTERED: 28-1-93

PRICE: \$ 18-00

GLASS DECORATORS ENTERPRISE AGREEMENT 1992

1. Title

This agreement shall be known as the Glass Decorators Enterprise Agreement (hereinafter referred to as "the Agreement").

2. Arrangement

This Agreement is set out in the following manner:

<u>Clause Number</u>	<u>Subject Matter</u>
1	Title
2	Arrangement
3	Parties Bound and Scope
4	Operation
5	Incidence
6	Contract of Employment
7	Minimum Wages
8	Hours of Work
9	Part-time Employment
10	Casual Employment
11	Overtime
12	Annual Leave
13	Public Holidays
14	Meal Breaks
15	Dispute Resolution Procedure
16	Sick Leave
17	Bereavement Leave
18	Voluntary Consent

### 3. Parties Bound and Scope

This Agreement shall be binding upon Glass Decorators Australia Pty. Limited, ACN 001 416 762 (hereinafter referred to as "the Employer") whose place of business under this Agreement is 70-72 Railway Street, Bomaderry in the State of New South Wales and in respect of persons either employed by the Employer at the said place of business at the time of making this Agreement and those persons employed from time to time during the term of the Agreement and only such persons who save for this Agreement would come within the scope and operation of the Awards as set forth in Clause 5 herein.

### 4. Operation

This Agreement shall operate from the date of registration (which is noted as            day of            199    ) and shall remain in place for a period of three (3) years from the said date of registration.

### 5. Incidence

The purpose of this Agreement is to regulate totally the terms and conditions of employment of persons employed by the Employer to the exclusion of operation of the following awards:

- Compositors, etc (Country) award
- Printing Industry Superannuation Award - New South Wales

### 6. Contract of Employment

- (a) Employees shall be engaged either as full-time, part-time or casual employees.
- (b) Full-time and part-time employees shall be employed by the week and paid fortnightly by bank transfer, cheque or cash as determined by the Employer.
- (c) (i) Casual employees shall be employed by the hour and paid weekly;  
(ii) casual employment may be terminated by either the Employer or the employee at any time without notice.
- (d) The employment of full-time and part-time employees may be terminated during the first month of employment by one (1) days notice on either side and after one (1) month's completed employment by one (1) week's notice given on either side at any time during the week or by the payment or forfeiture as the case may be, of wages for the required period of notice.

- (e) Nothing in this Agreement shall affect the right of the Employer to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct.
- (f) An employee not attending for duty shall lose pay for the actual time of such non-attendance except where such non-attendance is subject to:

- clause 11, overtime
- clause 12, annual leave
- clause 13, public holidays
- clause 16, sick leave
- clause 17, bereavement leave

of this Agreement.

7. Minimum Wages

- (a) Full time employees 21 years and over, shall be paid for work during ordinary hours not less than the relevant weekly rate for the level assigned by the Employer as follows:

<u>Classification</u>	<u>Minimum Rate for Ordinary Hours Per Week</u>
Production Operator Level 1	\$360.00 (\$9.47 per hour)
Production Operator Level 2	\$365.00 (\$9.60 per hour)

- (b) Production Operator Level 1 - is a trainee, who shall be instructed in all aspects of the production operations. An employee will remain as a trainee on level 1 for a period not longer than three (3) months.

Production Operator Level 2 - is an employee who has undertaken training at level one or is assessed by the Employer as having the skills and experience for appointment as a level 2 employee.

- (c) All employees will be trained and directed, at the discretion of the Employer, to undertake all functions and tasks associated with the company's operations including but not limited to screen printing, loading and unloading material, operation of the kiln and related duties and/or general duties. All employees will be encouraged to obtain a range of skills and will be instructed to exercise those range of skills as required during each work period.

- (d) Full time employees under 21 years of age shall be paid for work during ordinary hours not less than the relevant weekly rate being a percentage of the relevant level as follows:

Under 16 years of age	30 %
Between 16 and 17 years of age	40 %
Between 17 and 18 years of age	50 %
Between 18 and 19 years of age	60 %
Between 19 and 20 years of age	75 %
Between 20 and 21 years of age	90 %

- (e) No employee, who on average during the term of this Agreement, is rostered for ordinary hours under this Agreement shall be disadvantaged by those rostering arrangements from the situation if Award provisions referred to by Section 122(1) of the Industrial Relations Act, 1991 did not apply.

- (f) In addition to the minimum rates prescribed in sub-clauses (a) and (d), as appropriate of this Clause, employees engaged on afternoon or night work shall receive the following allowances:

- Where the employee's shift finishes after 6:00 p.m. and before midnight an allowance of 20% of the employee's weekly minimum rate;
- Where an employee's shift finishes after midnight and before 8:00 a.m. an allowance of 30% of the employee's minimum weekly rate.

## 8. Hours of Work

- (a) The ordinary hours of work for full-time employees shall be an average of 152 per four week period, exclusive of meal breaks, to be worked Monday to Sunday by agreement and shall not exceed more than twelve hours on any day.
- (b) Rosters and hours - The ordinary hours of work and rosters will be notified to each employee on appointment and shall specify commencing and finishing times.
- (c) Part-time and casual employees: the ordinary hours of part-time and casual employee shall not exceed 12 per day.
- (d) Whenever reasonably possible work shall be arranged so that an employee shall have at least ten (10) consecutive hours off duty between work on successive days .

9. Part-Time Employment

- (a) The ordinary hours of work for part-time employees shall be worked, exclusive of meal breaks, and shall not be more than the ordinary hours of full time employees as prescribed in clause 8(a) of this Agreement.
- (b) A part-time employee shall be paid a minimum pro-rata rate per hour (according to age/or level as the case may be) calculated by reference to the wage levels prescribed in clause 7(a) & (d) herein and shall be paid on a pro-rate basis for annual leave, public holidays and sick leave.

10. Casual Employment

- (a) The ordinary hours of work for casual employees shall be worked, exclusive of meal breaks and shall be not more than the ordinary hours of full-time employees as prescribed in clause 8(a) herein of this Agreement.
- (b) Casual employees engaged and paid as such on a minimum pro-rata rate per hour (according to age and/or level as the case may be) calculated by reference to the minimum rates of wages as prescribed in clauses 7(a) & (d) herein and in addition shall receive a loading of 20% in addition to the said rates as prescribed herein.

11. Overtime

- (a) By mutual agreement full-time employees shall perform such work in excess of ordinary hours as reasonably required by the Employer.
- (b) Overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter for work in excess of 152 hours in any consecutive four week period.
- (c) By mutual agreement between the Employer and employee any overtime entitlement of an employee may be liquidated by the employee having time off in lieu of payment at the rate of single time for each hour of overtime worked. Such time off shall be taken within three (3) months of falling due, failing which payment of the overtime will be made.

12. Annual Leave

- (a) Entitlement to annual leave shall be as prescribed by the Annual Holidays Act, 1944 (as amended).
- (b) In addition, an employee shall be paid annual loading of 17½% upon the entitlement to leave as provided in sub-clause (a) of this clause at the minimum rates of pay as prescribed in Clauses 7(a) and (d) herein.

13. Public Holidays

- (a) New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day and any additional day gazetted as a public holiday for the State shall be public holidays for the purposes of this Agreement.
- (b) No deduction shall be made from the wages of weekly or part-time employees for the week in which any of the holidays referred to in sub-clause (a) of this clause occur.
- (c) Where an employee is rostered to work on a public holiday as defined in sub-clause (a) of this clause, that an employee shall be entitled to time off in lieu equal to the hours worked on the public holiday on a day to be agreed with the employer. Should the employee not have taken any additional days owing at the date of termination of employment, the additional days accrued shall be paid on termination.

14. Meal Breaks

Employees shall be entitled to an unpaid meal break of between 30 minutes and 60 minutes per shift. In addition employees shall be entitled to a paid morning and afternoon break of up to ten minutes.

15. Disputes Procedure

- (a) All disputes or grievances arising within the enterprise shall as far as practicable be resolved through consultation amongst all of the parties within the enterprise. Accordingly the following procedure should be followed:-
  - i. initially the employee shall discuss any grievance, dispute or claim with the employee's immediate supervisor;
  - ii. where there is no satisfactory resolution arising from discussions between the employee and his/her supervisor they shall both agree to involve other employees on a confidential and informal basis from any level or section of the enterprise;
  - iii. where there is no satisfactory resolution through informal discussions among nominated employees the aggrieved employee may after informing his supervisor take the matter for resolution to the factory manager;
  - iv. where there is no satisfactory resolution at the factory manager level the employee may seek to have the matter referred by the factory manager to the company manager for resolution;
  - v. should the matter involve interpretation of this agreement the employee and the company manager may agree on the involvement

of an impartial third party from outside the enterprise who can assist them reach a mutually acceptable outcome.

- (b) If the dispute is not settled the Employer or employee may refer the matter to the Industrial Relations Commission for assistance.

16. Sick Leave

- (a) A full-time or part-time employee who is unable to attend or remain at his/her place of employment by reason of personal illness or personal incapacity not due to the employee's wilful misconduct shall be entitled to absence paid at the appropriate ordinate hourly rate as follows:
  - i. five days sick leave during the first year of employment;
  - ii. six days sick leave during the second year of employment;
  - iii. eight days sick leave during the third year of employment;
  - iv. ten days sick leave during the fourth and subsequent years of employment.
- (b) Provided that the employee complies with the conditions subscribed hereunder:
  - i. the employee shall, where practicable, advise the Employer of his or her inability to attend for work on the morning of the absence and far as possible the nature of the illness and the estimated period of absence; and
  - ii. if so required by the Employer, the employee shall produce a medical certificate or other reasonable evidence to prove the employee's inability to attend for duty on the days in respect of which sick leave days are claimed.
- (c) The foregoing provisions are not intended to limit the Employer dealing with particular cases by providing leave in addition to that prescribed herein.

17. Bereavement Leave

- (a) A full-time or part time employee shall be entitled to a maximum of three days absence without loss of pay on each occasion on the production of satisfactory evidence of the death of the employee's husband, wife, father, mother, sister, brother, child, step-child, grand-parents or parents-in-law. For the purposes of this clause the words "wife" and "husband" shall include de-facto wife or husband and



the words "father" and "mother" shall include foster father or mother and step father or mother.

- (b) The foregoing provisions are not intended to limit the Employer providing leave in excess of that described herein for particular cases.

18. Voluntary Consent

The Glass Decorators Enterprise Agreement 1992 has been freely and voluntarily entered into by all parties and there has been no duress upon any of the following parties/persons who are party to the agreement.

EMPLOYEE NAMES	RESIDENTIAL ADDRESS AND TELEPHONE NUMBERS	SIGNATURE
Jennifer Bonds	87 Macgibbon Parade Old Erawal Bay NOWRA NSW 2540 (044) 43 9891	<i>J. Bonds.</i>
Richard Bonds	87 Macgibbon Parade Old Erawal Bay NOWRA NSW 2540 (044) 43 9891	<i>R. Bonds.</i>
Brenda Campbell	10 Birriley Street BOMADERRY NSW 2541 (044) 23 0293	<i>B. Campbell</i>
Robert Campbell	23 Riverside Esplanade SOUTH BASIN VIEW NSW 2540 (044) 43 4024	<i>Robert Campbell</i>
William Campbell	10 Birriley Street BOMADERRY NSW 2541 (044) 23 0293	<i>W. Campbell.</i>
Janean Helen Davis	405 Princes Highway BOMADERRY NSW 2541 (044) 21 2703	<i>Janean Davis</i>
Jennelle Dubois	6 Wurruma Close NORTH NOWRA NSW 2541 (044) 22 1503	<i>Dubois.</i>
Steven Field	529 Woolamia Road, WOOLAMIA NSW 2540 (044) 41 6402	<i>Steve Field</i>
Scott Harrod	22 St. Vincent Street ULLADULLA NSW 2539 NO TELEPHONE	<i>Harrod</i>

George Murray

1/14 Bunberra Street,  
BOMADERRY NSW 2541  
(044) 23 2798

*George Murray*

Matthew Oliver-Graham

5 Mattes Way  
NORTH NOWRA NSW 2541  
(044) 21 5604

*Matthew Oliver-Graham*

Simon Oliver-Graham

5 Mattes Way  
NORTH NOWRA NSW 2541  
(044) 21 5604

*[Signature]*

Mark Quinn

21 Ritchie Street,  
BOMADERRY NSW 2541  
(044) 21 8371

*M. Quinn*

James Roberts

1 Cheltenham Drive  
SHOALHAVEN HEADS NSW 2535  
(044) 48 8017

*J. Roberts*

Daniel Sandstrom

9 Jopejija Crescent  
CULBURRA NSW 2540  
(044) 47 2663

*D. Sandstrom*

Daniel Short

1 Cheltenham Drive  
SHOALHAVEN HEADS NSW 2535  
(044) 48 8017

*Daniel Short*

Employers Name

Glass Decorators Australia Pty Limited  
(ACN 001 416 762)



SIGNED under seal by )  
authority of the Board )  
of Directors )

*[Signature]*  
.....  
Director

*Esig L*  
SECRETARY.