

ENTERPRISE AGREEMENT

NO: E.A. 74 /1994

DATE REGISTERED: 17-3-94

PRICE: \$ 24-00

KEN BROWN MARINE

PTY LIMITED

ENTERPRISE AGREEMENT 1994

1. TITLE

This Agreement shall be known as the "Ken Brown Marine Pty Limited Agreement, 1994".

2. ARRANGEMENT

Clause	Subject
1	Title
2.	Arrangement
3.	Area, Incidence & Parties Bound
4.	Date and Period of Operation
5.	Relationship to Parent Award
6.	Terms of Engagement
6A.	Career Progression and Entry to Work Team
7.	Labour Flexibility
8.	Object of Parties
9.	Hours
10.	Overtime
11.	Meal and Rest Periods
12.	Annual Maintenance Close Down
13.	Annual Leave
14.	Long Service Leave
15.	Sick Leave
16.	Payment of Wages
17.	Wages
18.	Holidays
19.	Disciplinary Procedure
20.	Grievance Procedure
21.	Declaration
22.	Future Negotiations

3. AREA, INCIDENCE AND PARTIES BOUND

This Agreement shall be binding upon Ken Brown Marine Pty Limited and employees of Ken Brown Marine Pty Limited engaged in or in the connection with the manufacture of rubber products at the Castle Hill NSW enterprise.

4. DATE AND PERIOD OF OPERATION

This agreement shall take effect from the beginning of the first pay period commencing on or after the date of this Agreement's registration under the provisions of the Industrial Relations Act, 1991, and shall remain in force for a period of eighteen months.

5. RELATIONSHIP TO PARENT AWARDS

The terms and conditions of this Agreement shall replace in toto the terms and conditions of the following State award which would otherwise govern the employment relationship at the enterprise, namely;

- * Rubber Workers (State) Award

Subject to S122 of the Industrial Relations Act 1991, any subsequent amendments made to the parent award after the date of this agreement's registration will not be included into the terms and conditions of this agreement unless by mutual consent between the parties.

6. TERMS OF ENGAGEMENT

Terms of engagement can be either Full time, Part time or Casual.

Full time and Part time employment for the first four (4) weeks shall be on probation, and during such probationary period can be terminated by a days notice. Individual employees shall only do one probationary period.

After the period of probation has expired, employment for full time and part-time employees shall be on a weekly basis and may be terminated only by one week's notice on either side which may be given at any time or by the payment by the employer or forfeiture by the employee of a week's pay in lieu of notice.

Casuals shall be employed on a daily basis and may be terminated by a days notice. Casuals shall receive annual leave in accordance with the Annual Holidays Act 1944 and 20% casual loading both of which are to be calculated based on the hourly rate of pay outlined in clause 17 Wages of this agreement.

This clause shall not affect the right of the parties to enter into a part-time work agreement consistent with Chapter 2 Part 2 Division 4 of the Industrial Relations Act 1991.

Notwithstanding the above the employer shall have the right to dismiss an employee without notice in the case of an employee guilty of misconduct.

6A. CAREER PROGRESSION AND ENTRY TO WORK TEAM

The parties to this agreement recognise that in order to increase the efficiency and productivity of the enterprise, a greater commitment to skill development is required.

Opportunities will be afforded where practicable to enable employees to develop skills and competencies necessary for the progression through the class structure at the enterprise.

Employees will be encouraged to progress to the highest level personally attainable consistent with the needs of the workplace. When a new employee enters the enterprise at a high level due to particular skill requirements, he/she must backfill their skills within 12 months to ensure full flexibility.

7. LABOUR FLEXIBILITY

Employees shall perform a wider range of functions and duties including work which is incidental or peripheral to their main tasks or functions.

Employees shall perform such work as is reasonable and lawfully required of them by management including accepting instruction from authorised personnel.

Employees shall comply with all reasonable requests to transfer, and to perform any work covered by this agreement. In carrying out duties, employees shall ensure and take all necessary steps to ensure the quality, accuracy and completion of any job or task are maintained to the satisfaction of management.

Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or prevent the flexible arrangement of labour including the use of management when required to maintain the operation of the plant.

In situations of machine failure, employees will be required to take measures to ensure the plant is kept clean and free from spent materials and other items resulting from or in connection with the production process.

Any direction given by management shall be consistent with the employer's obligations under the Occupational Health and Safety Act 1983 (NSW).

8. OBJECT OF PARTIES

It is the objective of the parties to this agreement to implement workplace practices so as to provide for more flexible working arrangements, which improves the efficiency and productivity of the industry, enhances skills and job satisfaction and assist positively towards ensuring that the company becomes a more efficient enterprise.

The parties agree that the objectives of this agreement is to facilitate:

- (a) flexible working hours;
- (b) workplace productivity; and
- (c) the development and maintenance of the most productive and harmonious working relationship obtainable.

It is recognised that an important factor towards reaching the above objectives is the development of a working environment where all parties are involved with the decision making process. Both management and employees are committed to co-operating positively to implement work practices that are flexible and meet the requirements of the company.

9. HOURS

- (1) Ordinary Hours shall be worked between Monday to Friday inclusive between 7.30am to 4pm and shall not be greater than 40 per week.
- (2) Employees under this agreement will be entitled to 2 half paid days off per four weeks to be taken at a time mutually agreed upon.

10. OVERTIME

- (1) Any work done in excess of ordinary hours prescribed in clause 9 Hours shall constitute overtime worked.
- (2) Overtime worked shall be paid at the rate of single time.
- (3) The working of overtime shall be on a voluntary basis and the rate of pay for overtime is to be reviewed after every three months of the date of this agreements registration.
- (4) Time off in lieu of overtime may be given upon the request of the employee for overtime work. Time off in lieu is to be at the rate of actual time worked and is to be taken at a time mutually agreed.

11. MEAL AND REST PERIODS

A period of thirty minutes (30) per day shall be allowed for a meal to be arranged so as to minimise disruption to the production process. To ensure that the production process is continuous, meal breaks will be staggered as directed by management.

One rest period of ten minutes duration shall be allowed each full day and will be staggered as directed by management.

12. ANNUAL MAINTENANCE CLOSE DOWN

Management has the right to close down the enterprise or a section or sections thereof provided one months written notice is given pursuant to section 4A of the Annual Holidays Act 1944 and subsequent amendments thereafter and payment is made in accordance to such Act.

13. ANNUAL LEAVE

Annual leave entitlement shall be in accordance with annual leave provisions under the Annual Holidays Act, 1944 and subsequent amendments to that Act.

Consistent with the provisions of the Annual Holidays Act 1944, Annual Leave will be scheduled in normal circumstances, three months prior to taking and should be taken in two multiple blocks. Application by employees for changes to this because of unusual situations or circumstances will be allowed on approval by management provided such changes are consistent with the provisions of the Annual Holidays Act 1944.

14. LONG SERVICE LEAVE

Entitlements to long service leave shall be in accordance with the Long Service Leave Act 1955 and subsequent amendments to such Act.

15. SICK LEAVE

Employees shall be entitled to ten (10) paid sick leave days for each year of service. Provided that any such sick leave taken during the first three months from the date of commencement of employment will not be paid until that period of service is complete.

Employees shall, before the commencement of taking sick leave inform their supervisor no later than within two (2) hours after they would have commenced work, and as far as possible, state the nature of the injury or illness and the estimated duration of the absence.

Employees who fail to notify their supervisor of their inability to attend work, shall be required to produce a medical certificate. Failure to produce a medical certificate will imply that the employee shall not be entitled to payment for the period of absence.

Employees whose behaviour is unsatisfactory in relation to the use of sick leave will be given adequate time to demonstrate a willingness to improve. If, at the end of this period, the employee shows no willingness to improve in the opinion of management, then disciplinary action up to and including dismissal may be taken. Nothing in the procedure shall limit the right of management to summarily dismiss an employee for serious and wilful misconduct.

16. PAYMENT OF WAGES

Wages are to be paid by cash each week. Changes to this form of payment may be made to accommodate unusual situations or circumstances. Any such changes to the payment of wages shall be consistent with Chapter 2 Part 4 Division 3 of the Industrial Relations Act 1991.

17. WAGES

The rate of pay for ordinary hours worked will be above that applicable under the parent award namely the Rubber Workers (State) Award (NSW Industrial Gazette Vol 253 page 335).

Manufacturing/ Production Stream

<u>Level</u>	<u>Rate per Week</u>	<u>Hourly Rate</u>
Level 1	325.40	8.57
Level 2	342.00	9.00
Level 3	364.60	9.60
Level 4	385.60	10.15
Level 5	404.70	10.65
Level 6	417.20	11.00

Superannuation obligations will be consistent with the relevant legislator.

Leading Hands: 29.40 per week

The weekly rates of pay listed above are for full time workers. Part time workers are to receive a weekly amount proportionate to the time worked by the part time employee to that of full time employee.

Subject to section 122 1 (3) of the Industrial Relations Act 1991, wages are to be fixed by private negotiation between the Company and the individual concerned.

Factors which may be considered into the negotiation process include but are not limited to the following;

- (a) the individual employee's past experience in the rubber industry
- (b) appropriate skill and qualifications with respect to the manufacture of rubber products.
- (c) past performance at the Company

Bonus system: Once profitability stabilises, the Company will pay a bonus to employees covered under this agreement of up to 10% of the after tax profit. This is to be calculated every six months. The percentage proportions to each employee is to be decided giving consideration to productivity and efficiency at the enterprise and the amount determined by a committee of management and employees.

18. HOLIDAYS

- (i) The days on which are observed as public holidays under this agreement are any days proclaimed or gazetted as a public holiday throughout New South Wales by the New South Wales Government and are observed in the locality of the enterprise.
- (ii) It is the practice of the company not to require work to be performed on any public holiday proclaimed or gazetted as such throughout New South Wales.

Notwithstanding this, the company shall have the right to direct employees to work on a public holiday, if needed, to meet production requirements

- (iii) Where an employee performs work on a public holiday referred to in Clause 18(i), the employee shall be paid at the rate of single time for all time worked on that public holiday with a minimum payment for six hours.
- (iv) With respect to Clause 18 (i), no public holiday shall be paid to an employee on the day(s) which are not their normal working day(s).

19. DISCIPLINARY PROCEDURE

The following procedure shall be adhered to by the Company and the employees.

- (i) Employees who exhibit unsatisfactory performance or behaviour shall be counselled so that they understand the standards expected of them and will be offered assistance and guidance in achieving those standards.
- (ii) Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commenting on its contents whether in writing or orally. The record will only be placed on the employee's file where the employee has been given the opportunity of responding to the record.
- (iii) Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If, at the end of this period, the employee shows no willingness to improve in the opinion of the Company, then disciplinary action up to and including dismissal may be taken.
- (iv) Nothing in the procedure shall limit the right of the Company to summarily dismiss an employee for serious and wilful misconduct.
- (v) At all stages of the disciplinary process the employee will be entitled to have another available employee present as a witness if desired.

20. GRIEVANCE PROCEDURE

The procedure for the resolution of industrial disputation will be in accordance with section 185 of the Industrial Relations Act, 1991. These procedural steps are:

- (i) Procedure in relation to a grievance of an individual employee:
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of

authority.

- (d) At the conclusion of this discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by an industrial organisation of employees.
- (ii) Procedure for a dispute between an employer and the employees"
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time levels must be allowed for discussion at each level of authority.
 - (c) While a procedure is being followed, normal work must continue.
 - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

21. DECLARATION

The parties declare that this agreement:

- (a) Is not contrary to public interest;
- (b) Is not unfair, harsh or unconscionable;
- (c) Was at no stage entered into under duress; and
- (d) Reflects the interests and desires of the parties.

Signed by the employed individuals to be covered by this agreement between Ken Brown Marine Pty Limited and its employees:

Mark Cranfield *M Cranfield*

Julian Culbert *Julian Culbert*

John Fagan *J Fagan*

Jamie Flanagan *JM Flanagan*

Matthew Rigby *M. Rigby*

John Sercombe *John Sercombe*

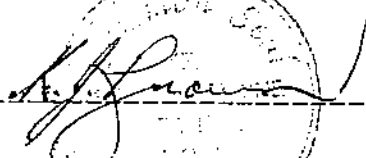
Tim Thai *Tim Thai*

22. FUTURE NEGOTIATIONS

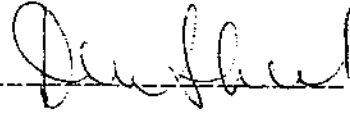
The parties agree to commence negotiations on a new agreement no later than 1st May 1994.

This Agreement is made at Sydney on this the _____ Day of _____, 1994.

SIGNED FOR AND
ON BEHALF OF
KEN BROWN MARINE PTY LIMITED



IN THE PRESENCE OF



SIGNED FOR AND
ON BEHALF OF EMPLOYEES OF
KEN BROWN MARINE PTY LIMITED



IN THE PRESENCE OF

