

ENTERPRISE AGREEMENT

NO: E.A. 103 /1995

DATE REGISTERED: 24-3-95

PRICE: \$ 14-00

PART A - LEGALITIES**CLAUSE 1 - TITLE**

This agreement shall be known as the Vakmont Pty Ltd Enterprise Agreement 1994.

CLAUSE 2 - INTENTION

This agreement shall apply to Vakmont Pty Ltd, of Lot 15 Kerr Rd, Ingleburn, NSW and the employees engaged as quilting machine operatives, Grades one to four, in quilting manufacture.

CLAUSE 3 - DURESS

This agreement was not entered into under duress by any party to it.

CLAUSE 4 - INCIDENCE

- (a) This agreement shall regulate all wage and monetary provisions, public holidays, ordinary hours, overtime hours and call-back to the exclusion of the relevant awards which would otherwise apply.
- (b) Subject to subclause (a), all other provisions of the relevant awards shall continue to apply. The relevant awards are:

The Furniture and Furnishing Trades (State) Award
The Furniture and Furnishing Trade Wages (State) Award
The Furnishing Industry Superannuation (State) Award

CLAUSE 5 - TERM OF AGREEMENT

This agreement shall have a term of 2 years but shall continue in force thereafter until varied or terminated.

CLAUSE 6 - DATE OF EFFECT

This agreement shall take effect from the first full pay period to commence on or after the date of registration of this agreement.

CLAUSE 7 - DISTRIBUTION

All employees subject to this agreement shall be entitled to receive a copy of this agreement and when requested, the employer shall provide same.

Alvarez
K. Wood
M. Wood

CLAUSE 8 - APPOINTMENT

All existing employees and all newly engaged employees subject to this agreement shall be advised in writing of what position they have been appointed to. Such appointment shall remain effective until the employer has varied that appointment by promotion, demotion or transfer as the case may be. All variations of appointment shall be advised to the relevant employee in writing.

PART B - CONDITIONS**CLAUSE 9 - CLASSIFICATIONS**

Each employee shall receive written notification from the employer appointing the employee to his/her classification. Promotion above classification shall be determined by the employers. The following classifications shall be used:

- a) Quilting Operative Level I. Indicative tasks shall include folding of blankets, packing of finished products, operating compressing machine, packing inserts, trolleying and warehousing of finished goods. An employee at this level shall be required to maintain written records of finished stocks and shall be responsible for his/her own work.
- b) Quilting Operative Level II. Indicative tasks at this level, in addition to those outlined in (a) above, shall include operating attending and assisting on a Mecca quilting machine. An employee at this level shall be expected to operate in a team environment under the direction of the team captain. An employee at this level shall be responsible for his/her own work.
- c) Quilting Operative Level III. In addition to the indicative tasks outlined in (a) and (b) above, an employee at this level will act as team captain and shall operate, control, start and set up the quilting machine. An employee at this level will be responsible for both quality and quantity of output in this department and shall maintain records of raw material inputs and all production and waste outputs.
- (d) Quilting Operative Level IV. In addition to the indicative tasks outlined in (a), (b) and (c) above, an employee at this level shall possess a sound working knowledge of the mechanical operations of quilting machinery. Such an employee would be expected to act as a troubleshooter in the event of any problem occurring on the machinery. An employee at this level will also be able to calculate all quilting pattern requirements for the machinery..

Wrens
M.K.
Dood

CLAUSE 10 - ORDINARY HOURS OF WORK

- a) Ordinary hours of work shall not exceed a maximum of 40 hours per week averaged over a 52 week period commencing from the date of operation of this agreement and each anniversary thereafter.
- b) Subject to subclause (a), ordinary hours may be worked on any day of the week, Monday to Sunday inclusive.
- c) Each employee subject to this agreement shall be advised of his/her ordinary roster for each week no later than 24 hours before the commencement of each week.
- d) Each rostered shift of ordinary time shall not exceed 12 hours.

CLAUSE 11 - OVERTIME

Overtime shall be any time worked in excess of ordinary hours as prescribed in CLAUSE 10 - ORDINARY HOURS OF WORK.

An employee who works overtime shall be paid in addition to his/her ordinary hourly time rate of pay, a premium of 50% of such rate for each hour of overtime worked.

CLAUSE 12 - TRAINING & CAREER PATHING

This enterprise agreement has been developed with the concept of providing wage increases not only through Clause 16 herein, but particularly through providing a career path for employees to increase their skill and responsibility levels and thereby increase their hourly rate of pay.

A) Multiskilling Training

The employer shall develop and implement as soon as practicable, structures training for each employee covered by this award. Employees who demonstrate aptitude and interest will be given every opportunity to become multi-skilled in operations other than their base occupation.

An employee who has satisfactorily completed the structured company training shall be afforded every opportunity to maintain his/her competency levels. Each such multi-skilled employee shall be given competency assessment for one shift at least once every 13 weeks.

B) Supervision/Communication Training

All employees appointed as team leader shall be offered structured supervision/communication training appropriate to each individual employee's needs and subject to business demands. The employer may also offer such training opportunities to employees who have been identified by the company as prospective team leaders.

C) Literacy/Numeracy Training

The employee shall determine the need for literacy/numeracy training of all employees subject to this agreement. Subject to that need, the employer shall offer structured training to those employees who have been identified as requiring training in literacy or numeracy skills.

CLAUSE 13 - PUBLIC HOLIDAYS

The following days shall be observed as holidays:

New Year's Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Queen's Birthday
Labour Day
Christmas Day
Boxing Day

and all other days proclaimed as public holidays for the State.

Where an employee agrees to work on a public holiday, hours worked on the public holiday shall be payable at ordinary rate of pay plus 50%.

CLAUSE 14 - GRIEVANCE AND DISPUTES PROCEDURE

Any grievance, industrial dispute or matter likely to create a dispute should be dealt with a logical and fair manner. The following procedure shall be adopted:

- 1 The employee(s) concerned and the management should discuss the matter with a view to satisfactory resolution.
- 2 Where no resolution in Step (1) is achieved, the accredited employee representative at the workplace should discuss the matter affecting the employee(s) with the supervisor in charge of the section(s) in which the grievance, dispute or likely dispute exists.
- 3 If there is still no resolution, senior company management should be involved in the matter.
- 4 Where no resolution, is reached, the matter should be referred to the industrial tribunal for determination.

While the procedure is being followed, employees shall continue to work as normal.

CLAUSE 15 - CASUAL EMPLOYMENT

A casual employee shall mean an employee who has been appointed as such by the employer. A casual employee does not enjoy security of employment nor a guarantee of hours each week. In light of this, a casual employee shall be paid a loading of 15 per cent in addition to the ordinary time rate for the classification concerned for all hours worked. A casual employee shall not be entitled to the payment of further loadings for any work performed on afternoon, night or weekend shifts.

Casuals may be employed on an ongoing basis for any period of time as determined by the employer.

PART C - MONETARY PROVISIONS

CLAUSE 16 - PAY GROUPS

The following pay groups have been established for the below mentioned classifications. These only apply to adult workers i.e. workers who are 21 years of age or older.

- A) PAY GROUP 1 Quilting Operative Level I
- B) PAY GROUP 2 Deleted
- C) PAY GROUP 3 Quilting Operative Level II
- D) PAY GROUP 4 Quilting Operative Level III
- E) PAY GROUP 5 Deleted

CLAUSE 17 - WAGES (PER HOUR)

PAY GROUP	DATE OF AGREEMENT	8 MONTHS	16 MONTHS
1	\$8.98	\$9.15	\$9.30
2	deleted	deleted	deleted
3	\$10.10	\$10.30	\$10.50
4	\$10.80	\$11.00	\$11.20
5	deleted	deleted	deleted

CLAUSE 17 - WAGES FOR JUNIORS

Employees under the age of 21 years shall be paid per hour for ordinary time at a rate not less than the appropriate ordinary time hour rate as determined from time to time by the Furniture and Furnishing Trade Wages (State) Award or any award made in replacement thereof.

V.H.
M.K.
Wood
Cherry

CLAUSE 18 - SPECIAL SHIFT ALLOWANCES

Weekly employees engaged on shifts ordinarily known as afternoon or night shall be paid a loading of 15% in addition to the ordinary time rate of pay for their classification.

CLAUSE 20 - SUPERANNUATION

The company agrees to pay the following percentage contributions of ordinary time wages into the FIRST superannuation accounts of each employee.

Date of Agreement	5%
12 Months thereafter	6%

PART D - SIGNATURES

CLAUSE 21 - SIGNATURE OF PARTIES

On this agreement was signed by the following parties:

V. H. [Signature]

[Signature]

[Signature]

On 23.9.94 1994 there were 3 people employed by the company. These signatures represent ~~10~~ % of the total number of employees of the company on that date.


APPENDIX

~~Company Profile and Mission Statement~~

V. H. [Signature]
M. K. [Signature]
[Signature]

In my capacity as Director of Vakmont Pty. Ltd., I hereby authorise Graeme Kerr, General Manager of Crestell Industries (Aust) Pty. Ltd. an associate company, to act in the capacity as the employer of Vakmont Pty. Ltd.

Regards,



VINCE STAR
9-3-95