

# ENTERPRISE AGREEMENT

NO: E.A. 273 /1995

DATE REGISTERED: 7-8-95

PRICE: \$ 14-00

# **OLDE ENGLISH TILE FACTORY ENTERPRISE AGREEMENT**

## **1 Title**

This agreement shall be known as the Olde English Tile Factory Enterprise Agreement (and is hereafter referred to as 'the Agreement').

## **2. Arrangement**

This Agreement is set out in the following manner.

<b><u>Clause No.</u></b>	<b><u>Subject Matter</u></b>
1.	Title
2.	Arrangement
3.	Parties Bound and Enterprise Covered
4.	Operation
5.	Scope of Coverage
6.	Contract of Employment
7.	Casual Workers
8.	Minimum Rates of Wages for Ordinary Hours
9.	Ordinary Hours of Employment
10.	Public Holidays
11.	Overtime
12.	Sick Leave
13.	Disputes and Grievances Procedure
14.	No Duress
15.	Signatures

## **3. Parties Bound and Enterprise Covered**

3.1 This Agreement is between the Olde English Tile Factory Pty Ltd, A.C.N. 002 435 449, on the one part (the 'Employer') and the staff of the enterprise described in Clause 3.3 (the 'Employees').

3.2 The enterprise to which this agreement relates is known as the Olde English Tile Factory, which manufactures and retails ceramic tiles, 73-79 Parramatta Rd, Camperdown, NSW, 2050.

3.3 This agreement covers all employees otherwise covered in the trades and/or occupations of Kiln Operator, Spray Gun Operator, Glazer (Hand and Machine), Kiln setter, Factory Cleaner and General Hand of the Pottery, Tiles, Chinaware & Bristolware Makers (State) Award, Clerks of the Clerks in Retail Shops (State) Award, Shop Assistant with duty of buying & in charge of 0-4 assistants, Shop Assistant without duty of buying & in charge of 0-4 assistants and Shop Assistants of the Shop Employees (State) Award, Floor and Wall Tiler of the Building Tradesmen (State) Construction Award, Grade 2 Storemen & Packers of the Storeman & Packers General (State) Award and Driver of the Transport Industry (State) Award.

#### **4. Operation**

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

#### **5. Scope of Coverage**

5.1 The Agreement regulates totally the terms and conditions of employment for all employees as applicable described in Clause 3.3 instead of the Clerks in Retail Shops (State) Award, Pottery, Tiles, Chinaware and Bristolware Makers (State) Award, Storemen and Packers (State) Award, Building Tradesmen (State) Construction Award, Shop Employees (State) Award and the Transport Industry (State) Award. To the extent of any inconsistency between the award and the Agreement, the Agreement shall prevail.

5.2 Nothing in this Agreement limits the application to an employee bound of any conditions that apply under any Act irrespective of its conditions such as parental leave, annual leave, long service leave, jury service, superannuation, workers' compensation.

#### **6. Contract of Employment**

6.1 Weekly employees shall have a continuing employment relationship, be engaged by the week for a maximum of 38 hours on average per week and be paid at least once each fortnight.

6.2 Weekly part-time employees can be employed to work a constant number of ordinary hours each week and less than the ordinary number of hours prescribed for weekly employees.

6.3 Weekly employees may be terminated during the first 6 months of employment (on probation) by four (4) hours notice and thereafter (following confirmation) by one weeks notice on either side.

6.4 Nothing in the Agreement shall affect the right of the Employer to dismiss an employee without notice for refusal of duty, neglect of duty or misconduct.

7. Casual Workers

7.1 Casual workers are engaged and paid by the hour with a minimum engagement of 3 hours. Such engagements shall be less than 38 hours in any week, can be terminated without notice by either party and shall not include a continuing employment relationship nor regular hours each week.

7.2 Any employee working such hours as would have entitled them to casual loading under the relevant award, shall be paid that loading.

8. Minimum Rates of Wages for Ordinary Hours

8.1 The minimum rates of pay for each employee shall be fixed at the following rates:

Description

Minimum Rate  
for Ordinary hours

Level 2 Senior

\$12.60 per hour

Employees employed in tiling or estimating, kiln operation, glazing, spraying and/or in the factory or performing Level 1 tasks at a high level of proficiency.

Level 1 Fully Competent

\$11.00 per hour

Employees employed in the shop, warehouse and/or in clerical duties and/or driving

8.2 Minimum rates of pay for employees under 21 years of age, principally engaged as shop assistants, shall be fixed at the age related weekly rate as follows:

Under 16 years of age

\$159.90 per week

At 16 years of age

\$199.90 per week

At 17 years of age

\$239.90 per week

At 18 years of age

\$279.85 per week

At 19 years of age

\$319.85 per week

At 20 years of age

\$359.80 per week

8.3 Casual workers engaged according to Clause 7, will receive the hourly rate specified in Clauses 8.1 or 8.2 plus 15%

8.4 The employer, having regard to the skills, responsibilities and merit of an employee, may agree with an individual employee by separate contract to pay a rate in excess of the rates in Clauses 8.1 and 8.2.

9. Ordinary Hours of Employment

9.1 The ordinary hours of employment shall be, by mutual agreement from time to time. They shall not exceed 38 hours per week averaged over a 52 week period and not more than 9 hours per day, Monday to Friday.

*[Handwritten signatures and initials at the bottom of the page, including names like "Edward John" and "C.L."]*

**10. Public Holidays**

- 10.1 Employees can, by agreement, work ordinary hours on any days appointed as Public Holidays throughout the State.
- 10.2 Where an employee would have been entitled to payment for not working ordinary hours on a Public Holiday, had an award applied, payment will be according to Clauses 8 and 9 of this Agreement.

**11. Overtime**

- 11.1 Employees who work in addition to ordinary hours shall do so by agreement from time to time and shall be paid at the same rate as the rate which would ordinarily apply for ordinary hours in this Agreement.
- 11.2 Employees who work maximum ordinary hours and whose rate is 10% or more above the minimum rate fixed by Clause 8.1 can claim overtime hours at the ordinary hours rate plus 10%.
- 11.3 An overtime meal allowance can be paid at the discretion of the employer.

**12. Sick Leave**

- 12.1 A weekly employee who is unable to attend or remain at his/her place of employment by reason of personal illness or personal incapacity shall be entitled to one (1) week of absence paid at the appropriate ordinary hourly rate for the first and each subsequent year of employment. Such days, if not taken, shall not accumulate from year to year under this agreement.
- 12.2 Provided that the employee complies with the following conditions:
  - 12.2.1 The employee shall, where practicable, advise the employer of his/her inability to attend for work on the morning of the absence and as far as possible the nature of the illness and the estimated period of absence; and
  - 12.2.2 If so required by the employer, the employee shall produce a medical certificate or other satisfactory evidence to prove the employee's inability to attend for duty on the days in respect of which sick leave is claimed.
  - 12.2.3 The foregoing provisions are not intended to limit the Employer dealing with particular cases on a more generous basis.

**13. Disputes and Grievances Procedure**

13.1 All disputes or grievances arising within the enterprise shall as far as practical be resolved through consultation among all of the parties within the enterprise. Accordingly the following procedure shall be followed:

13.1.1 initially the staff member shall discuss any grievance, dispute or claim with the immediate supervisor

13.1.2 where there is no satisfactory resolution arising from discussions between the employee and his/her supervisor they may agree to involve other employees on a confidential and informal basis from any level or section of the enterprise.

13.1.3 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 a Proprietor of the enterprise.

13.1.4 should the matter involve interpretation of this Agreement the employee and Proprietor may agree on the involvement of an impartial third party from outside the organisation who can assist them reach a mutually acceptable outcome.


13.2 If not settled the parties may request the matter to be taken up through the due processes with the Industrial Relations Commission.

**14. No Duress.**

14.1 The Olde English Tile Factory Enterprise Agreement was not entered into under duress by any of the following persons who are expressed to be party to it.

15. **Signatures**

15.1 The Common Seal of Olde English Tile Factory Pty Ltd, A.C.N. No. 002 435 449, was hereunto affixed by the authority of the Directors thereof and in accordance with the Company's Articles of Association in the presence of:



*[Handwritten Signature]*  
 Director  
 20/4/95  
 Date

15.2 The signatures of the employees are as follows:

Name	Residential Address and Telephone Number	Signature
D. BURMUDEI/A	660 8518	<i>[Signature]</i>
J. ORTYGO	6422220	<i>[Signature]</i>
E. VILLANUEVA	799 2664	<i>[Signature]</i>
R. CALITINA	568-27-20	<i>[Signature]</i>
Cin Huachun	558 7265	<i>[Signature]</i>
J. FALLEN'S	682 6550	<i>[Signature]</i>
R. P. Graham	724 0404	<i>[Signature]</i>
Spoos Senem	790-4462	<i>[Signature]</i>
Bernadette Cely	759 1105	<i>[Signature]</i>
G. LACALANDRA	787 4965	<i>[Signature]</i>
D. MATOSVIC	662 4038	<i>[Signature]</i>
S. Foglia	745 2307	<i>[Signature]</i>
C. Localandra	787 4965	<i>[Signature]</i>

