

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/86

TITLE: Dunlop Sport NSW - National Union of Workers Enterprise Agreement 1999

I.R.C. NO: 99/6261

DATE APPROVED/COMMENCEMENT: 16 December 1999

TERM: 30 June 2001

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 28 April 2000

DATE TERMINATED:

NUMBER OF PAGES: 4

**COVERAGE/DESCRIPTION OF
EMPLOYEES: It shall apply to all employees at Dunlop Sport**

**PARTIES: Dunlop Sport -&- National Union of Workers, New
South Wales Branch**

**Registered
Enterprise Agreement
Industrial Registrar**

**DUNLOP SPORT NSW -
NATIONAL UNION OF WORKERS
ENTERPRISE AGREEMENT 1999**

1. TITLE

This agreement shall be known as the Dunlop Sport NSW - National Union of Workers Enterprise Agreement 1999.

1. ARRANGEMENT

1. Title
2. Arrangement
3. Application of Agreement
4. Parties to Agreement
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6. Relationship to Award
7. Wages
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9. Employment Classifications
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3. APPLICATION OF AGREEMENT

This Agreement shall apply at Dunlop Sport, presented located at 9 Bowden Street, Alexandria, New South Wales, but due to relocate later this year.

4. PARTIES BOUND

The parties to this agreement are:

- the employer;
- the employees employed by the employer to whom this agreement applies; and
- the National Union of Workers, New South Wales Branch.

5. OPERATION OF AGREEMENT

This Agreement operates from 1st July 1999 and has a nominal expiry date of 30th June 2001.

6. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Storemen and Packers General (State) Award provided where there is any inconsistency this Agreement shall take precedence to the extent of the inconsistency.

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7. WAGES

The following shall be paid by the company:

- a 3% increase to be paid to all employees wage classifications and shall be paid on actual rate of pay and not be absorbed in any over award payments back dated to 1 July 1999 and
- a 4% increase to be paid to all employees wage classifications and shall be paid on actual rate of pay and not be absorbed in any over award payments on 1 July 2000.

8. SPECIAL RELOCATION PAYMENT

The company agrees to make a special, one-off payment to each Permanent Employee which shall equate to \$1,000.00 net. This payment is offered as acknowledgment of the difficult working conditions at Alexandria and in full and final settlement of any expenses that any Employee may encounter as a result of the Company's planned relocation.

9. EMPLOYMENT CLASSIFICATIONS

The Company agrees to create the following Four new classes of Permanent Employment.

Level	Classification	1/7/99 (per hour)	1/7/2000 (per hour)
1	General Hand	\$12.36	\$12.85
2	Operator (Trained)	\$13.52	\$14.06
3	Experienced Operator	\$15.45	\$16.07
4	Experienced Operator / Supervisor	\$16.18	\$16.83
Casuals		\$13.39	\$13.93

10. NO EXTRA CLAIMS

The Parties undertake that during the period of operation of this Agreement there shall be no further wage increases except for those provided under the terms of this Agreement and under the Classification Structure of the Award.

This Agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings, or departures from the standards of the Australian Industrial Relations Commission in regard to hours of work, annual leave with pay or long service leave with pay and sick leave.

11. DISPUTES / GRIEVANCE PROCEDURE

- 11.1 If an employee or shop steward has any grievance or complaint concerning any matter connected with employment of job conditions, they should first submit it to a supervisor or manager.
- 11.2 If the matter is not resolved to the satisfaction of the employee or union representative, the grievance or complaint should be referred to the manufacturing or human resources manager.



- 11.3 The matter will be discussed between the Shop Steward and the appropriate manufacturing or human resources manager.
- 11.4 If the matter is not settled between the Shop Steward and the appropriate executive of the employer the matter may then be referred by the Shop Steward to the Secretary of the Union and a meeting will be arranged between the employer and if the employer so desires his or her Association and the Union and a conference will take place as soon as possible.
- 11.5 If the matter is not settled in accordance with sub-clause 11.3 of this clause the matter may be referred by either party to the Industrial Relations Commission of NSW for conciliation and/or arbitration. Where the dispute is arbitrated by the Commission, both parties will accept the decision of the Commission as final determination of the dispute, subject to normal appeal rights under the Act.
- 11.6 Where the above procedures are followed work will continue normally. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.
- 11.7 Notwithstanding anything contained in the preceding sub-clauses of this clause, the parties will be free to exercise their rights if the dispute is not finalised without reasonable delay.
- 11.8 This clause will not apply to a bona fide safety issue.

12. REDUNDANCY PAYMENTS AND CONDITIONS

In the events of any position being made redundant the following shall apply:

- (a) Four (4) weeks' severance pay in lieu of notice.
- (b) Three (3) weeks' pay for each completed year of service up to seventeen (17) years.
- (c) One (1) weeks' pay for each completed year of service in excess of seventeen (17) years.
- (d) To be voluntary where practicable, but having regard to the commercial viability of the business.
- (e) All untaken accumulated sick leave to be paid out.
- (f) Pro rata Long Service Leave to be paid after three (3) years' continuous permanent service.

13. UNION MEMBERSHIP

Dunlop Sport recognises that employees covered by this agreement have the option to join a union. The relevant union is the National Union of Workers, New South Wales Branch.

14. CONTRACTING OUT

Dunlop Sport does not intend to contract out any of the functions presently being performed by any employee covered by this agreement.

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15. SIGNATORIES

Signed for and on behalf of
The National Union of Workers
(New South Wales Branch)



STATE SECRETARY

Date 3/11/99

Signed for and on behalf of
Dunlop Sport - A Division of Pacific
Dunlop Limited



Ross Taylor
GENERAL MANAGER

Date 13/10/99

