

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/65

TITLE: Dunlop Sport NSW - National Union of Workers Enterprise Agreement 2001

I.R.C. NO: 2001/5426

DATE APPROVED/COMMENCEMENT: 28 August 2001/1 July 2001

TERM: 30 June 2003

**NEW AGREEMENT OR
VARIATION:** New Replaces EA00/86

GAZETTAL REFERENCE: 5 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees employed at Dunlop Sport, located at Unit S3, Regent's Park, Industrial Estate, 391 Park Road, Regent's Park NSW who are covered by Storemen & Packers General (State) Award

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



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28/8

**DUNLOP SPORT NSW - NATIONAL UNION OF WORKERS
ENTERPRISE AGREEMENT 2001**

1. TITLE

This agreement shall be known as the Dunlop Sport NSW - National Union of Workers Enterprise Agreement 2001.

2. ARRANGEMENT

- 1) Title
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3. APPLICATION OF AGREEMENT

This Agreement shall apply at Dunlop Sport, presently located at Unit S3, Regent's Park Industrial Estate, 391 Park Road, Regent's Park, New South Wales.

4. PARTIES BOUND

The parties to this agreement are:

- the employer;
- all 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 the 1 July 2001 and has a nominal expiry date of 30 June 2003.

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6. RELATIONSHIP TO PARENT AWARD

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

7. WAGES

7.1 The following wage increases shall be paid by the company on base pay rates:

- a 3.5% increase to be paid to all employee wage classifications from the first full pay period on or after 1 July 2001 and
- a 3.5% increase to be paid to all employee wage classifications from the first full pay period on or after 1 July 2002.

Hourly base rates payable under this agreement are specified in clause 8.

7.2 Only employees who are currently employed by the company at the time this agreement is certified will be entitled to the wage increases specified in clause 7.1.

8. EMPLOYMENT CLASSIFICATIONS

Level	Classification	1/7/01 (per hour)	1/7/02 (per hour)
1	General Hand	\$13.30	\$13.77
2	Operator (Trained)	\$14.55	\$15.06
3	Experienced Operator	\$16.63	\$17.21
4	Experienced Operator / Supervisor	\$17.42	\$18.03
Casuals		\$16.57	\$17.15

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9. ROSTERED DAYS OFF

- 9.1 Permanent staff covered by this agreement will be allocated a rostered day off on either the first Monday or the first Friday of the month.
- 9.2 By mutual agreement between the employer and the employee, another day may be substituted for a rostered day off.
- 9.3 The operation of this clause will be reviewed at the nominal expiry date of this agreement.

10. ANNUAL LEAVE

- 10.1 The business will have an annual close down period for 2 weeks commencing on Christmas day.
- 10.2 All other annual leave will be taken between the months of January through to September, at a mutually convenient time between the employer and the employee.
- 10.3 In extenuating circumstances the employer may agree to allow an employee to take annual leave at a time not specified in clauses 10.1 and 10.2. The decision of the employer will take into consideration both the operational requirements of the business and the employee's circumstances.
- 10.4 The operation of this clause will be reviewed at the nominal expiry date of this agreement.

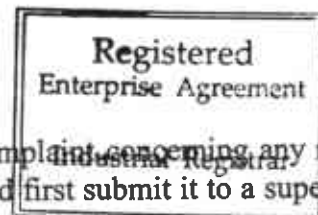
11. NO EXTRA CLAIMS

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 New South Wales Industrial Relations Commission in regard to hours of work, annual leave with pay or long service leave with pay and sick leave.

12. DISPUTES / GRIEVANCE PROCEDURE

- 12.1 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.
- 12.2 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.
- 12.3 The matter will be discussed between the Shop Steward and the appropriate manufacturing or human resources manager.
- 12.4 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.
- 12.5 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 New South Wales Industrial Relations Commission 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.



12.6 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.

12.7 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.

12.8 This clause will not apply to any dispute as to a bona fide safety issue.

13. REDUNDANCY PAYMENTS AND CONDITIONS

In the event 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.

14. 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 (NSW Branch).



15. SIGNATORIES

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


STATE SECRETARY *per F. BELAN*

Date *10/8/01*

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


Mark Barry
DIVISIONAL MANAGER

Date *31/7/01*

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