

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/4

**TITLE:** **Shaw of Australia Pty Limited Certified Agreement 2005**

**I.R.C. NO:** IRC5/4636

**DATE APPROVED/COMMENCEMENT:** 26 September 2005 / 10 February 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/89.

**GAZETTAL REFERENCE:** Serial C4306

**DATE TERMINATED:**

**NUMBER OF PAGES:** 20

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Shaw of Australia Pty Ltd at its Warehouse, Dye House and Factory employees at its Marrickville and Riverwood sites, who fall within the coverage of the Storemen and Packers, General (State) Award and the Textile Industry (State) Award.

**PARTIES:** Shaw of Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch, Transport Workers' Union of New South Wales

## **1.0 PRELIMINARY**

### **1.1 Title**

This agreement shall be known as the Shaw of Australia Pty Ltd Certified Agreement 2005.

### **1.2 Arrangement of Agreement**

This Enterprise Agreement is arranged as follows:

#### **1.0 PRELIMINARY**

##### **1.1 Title**

##### **1.2 Arrangement of Agreement**

##### **1.3 Parties to the Agreement**

##### **1.4 Date and Period of Operation**

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### 1.3 Parties to Agreement

This agreement shall apply to Shaw of Australia Pty Ltd; its Warehouse, Dye House and Factory Employees at its Marrickville and Riverwood sites, the National Union of Workers NSW Branch (NUW) and the Transport Workers Union of N.S.W (Textile, Clothing and Footwear sub-branch) (TCFU)

### 1.4 Date and Period of Operation

#### 1.4.1 Period of Operation

This agreement shall operate for a period of twenty four (24) months from February 10<sup>th</sup> 2005.

#### 1.4.2 Renegotiation

The parties agree to commence discussions for renegotiation of this agreement three (3) months prior to the expiry date, and aim to finalise negotiations for a new agreement by one (1) month prior to the expiry date.

## **1.5 Posting the Agreement**

A copy of this Agreement shall be made available in each of the lunchrooms or notice boards.

## **1.6 Objectives of the Agreement**

The aim of this agreement is to achieve the goals set out by the consultative process, to provide a consultative environment where the workforce are well trained, multi-skilled and have job security, and where the company is profitable, customer focused, streamlined and efficiently producing, storing and delivering quality products and service.

## **1.7 Relationship to parent awards.**

It has been agreed that the Storeman and Packer General State Award and the Textile Industry State Award will be the parent awards. This agreement shall be read and interpreted wholly and in conjunction with the terms and provisions of the parent awards provided that, where there is any inconsistency, this Agreement shall take precedence to the extent of any inconsistency.

## **1.8 No Further Claims**

The Parties agree that during the life of this Certified Agreement, no extra claims will be made for wages or allowances.

## **2.0 UNION RECOGNITION AND MEMBERSHIP**

- a) Shaw of Australia Pty Ltd recognise the National Union of Workers NSW Branch (NUW) and the Transport Workers Union of NSW (Textile, Clothing and Footwear sub-branch) (TCFU) as the unions representing employees in their related classifications who are covered by this Agreement. This representation extends to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement.
- b) It is the policy of Shaw of Australia Pty Ltd that all employees subject to this Agreement shall be given the opportunity to join its relevant union.
- c) Shaw of Australia Pty Ltd will upon authorisation deduct Union membership dues as levied by the unions in accordance with its rules from the pay of employees who are members of that union.

- d) All new employees shall be advised of the matters set out in (a), (b) and (C) above and shall be introduced to the sites union delegate upon being accepted for employment.

### **3.0 UNION DELEGATE**

- a) Where an employee is elected by fellow employees as a Union delegate and their name is forwarded by the Union to the Employer, the said Union delegates shall be allowed by the Employer, such time as necessary to interview Employees and the Employer or Employers representative on matters affecting the employees whom the delegate represents.
- b) The elected union delegate shall be released from duty on full pay upon confirmation from the State Secretary of the Union that he / she is required for legitimate Union business off-site. Such delegates shall be allowed ten days per year, or more by mutual agreement.

### **4.0 TRANSMISSION OF BUSINESS CLAUSE**

This Agreement shall apply to any successor, assignee or transmittee of all or any of the work.

### **5.0 COMMUNICATION, CONSULTATION, DISPUTE RESOLUTION**

#### **5.1 Single Bargaining Unit**

For the purpose of negotiating this Certified Agreement, a single bargaining unit has been established consisting representatives of the employees, the employer, the National Union of Workers and the Transport Workers Union (Textile, Clothing and Footwear Union sub-branch)

#### **5.2 Consultative Committee**

##### **5.2.1 Representation**

The Consultative Committee shall provide from equal representation of both the management and employees. Employee representatives should come from a cross section of all the company employees.

### 5.2.2 Role

The committee will monitor the effective implementation of the Certified Agreement. Matters in respect of the Certified Agreement, which have been dealt with by the Procedure to Avoid Industrial Disputation, may if appropriate be referred to the Consultative Committee. From time to time other matters may be referred to the Committee, where agreements have been reached by the parties

### 5.3 Dispute Resolution

A procedure for the avoidance or resolution of disputes will apply in the enterprise covered by this agreement.

The mechanism and procedures for resolving industrial disputes will include, but not be limited to, the following:

The employee/s concerned will first meet and confer with their immediate supervisor. The employee/s may appoint another person to act on their behalf such as a delegate of the union.

Where the delegate is involved s/he shall be allowed the necessary time during working hours to interview the employee/s and the supervisor.

If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employee may invite a union official to be involved in the discussions. The employer may also invite into the discussions an officer of the employer Organisation to which the employer belongs or some similar representative.

In the event of the matter remaining unresolved, either party may refer the matter to the New South Wales Industrial Relations Commission for conciliation and, if necessary, arbitration. The decision of the Commission shall be final subject to any right of appeal and shall be accepted by the parties.

To assist the parties in administering the procedure, the party with the grievance must notify the other party at the earliest opportunity of the problem;

Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;

Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the dispute resolution procedures are carried out as quickly as possible.

While the parties are attempting to resolve the matter the parties will continue to work in accordance with this agreement and their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health and safety. Subject to relevant provisions of occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the employee to perform.

## **6.0 PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY IMPROVEMENTS**

### **6.1 Productivity Measurements**

The parties recognise the importance of developing and measuring productivity improvements. The parties also recognise that productivity improvements is created by a number of processes including; capital investment, technology improvements, change of work practices, systems improvements and training.

### **6.2 Flexibility Improvements.**

The parties also recognise that flexibility in the movement of labour between Departments and Warehouses is necessary to ensure the on-going profitability of the company. The company will also ensure that the employees that are being transferred are sufficiently trained to do the tasks required.

The company will, prior to any transfers, notify the consultative committee, to outline its reasons for the transfers

## **7.0 HOURS OF WORK**

### **7.1 General**

#### **7.1.1 Hours**

The hours of work of a full time employee are thirty eight (38) hours per week. The hours are worked on the following basis:

**Warehouse Marrickville**

Monday to Thursday                      Seven and one half (7.5) hours per day  
Friday    Eight (8) hours per day

**Dye House**

Monday to Thursday                      Eight (8) hours per day  
Friday    Six (6) hours per day

**Coating Factory**

Monday to Thursday                      Eight (8) hours per day  
Friday    Six (6) hours per day

**Shower Curtain Manufacturing**

Monday to Thursday                      Eight (8) hours per day  
Friday    Six (6) hours per day

**Warehouse and Sewing Room Riverwood**

The hours will rotate over a two week schedule.

*Week One*

Monday to Thursday                      Seven and one half (7.5) hours per day  
Friday    Eight (8) hours per day

*Week Two*

Monday to Thursday                      Eight (8) hours per day  
Friday    Six (6) hours per day

Parties recognise that due to business commitments in the Manchester Division that the two week schedule may be altered from time to time at the Managers discretion. If the



employee is called on to work back on a Six (6) hour Friday, the time owed to the employee can be taken at a later date suitable to both parties.

#### 7.1.2 Day Shift:

Span of hours for Day Shift is 6.00 am to 6.00 pm

#### 7.1.3 Afternoon Shift:

Span of hours for Afternoon Shift is 12.00 Noon to 12.00 Midnight

#### 7.1.4 Night Shift

Span of hours for Night Shift is 10.00 pm to 8.00 am

### 7.2 Overtime

An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours at the appropriate rate.

## 8.0 WAGES AND RELATED MATTERS

### 8.1 Wage Increase

A wage increase of 2.5% will take effect from the 10<sup>th</sup> of February 2005, a further increase of 2.5% will take place from 11<sup>th</sup> of August 2005 followed by a further 2.5% increase on the 9<sup>th</sup> of February 2006 and the 10<sup>th</sup> of August 2006, which will continue up to the end of the Agreement on the 10<sup>th</sup> of February 2007.

### 8.2 Allowance Increase:

All allowances listed in Section 8.6 will increase by 2.5% and will take effect from the 10<sup>th</sup> of February 2005 and further increases of 2.5% will take place as set out in clause 8.1 which will continue up to the end of the Agreement on the 10<sup>th</sup> of February 2007.

### 8.3 Wage Rates

The base hourly rates of pay for adult employees at Shaw of Australia Pty Ltd shall be as follows:

Dye House	Skills	Old Rate	10.02.05	11.08.05	09.02.06	09.08.06
Level 1	Basic	\$13.81	\$14.16	\$14.52	\$14.89	\$15.27
Level 2	Machine Operator	\$13.94	\$14.29	\$14.65	\$15.02	\$15.40
Level 3	Complex Skills	\$14.55	\$14.92	\$15.30	\$15.69	\$16.09
Level 4	Leading Hand	\$14.77	\$15.45	\$15.84	\$16.24	\$16.65
Level 5	Supervisor	\$16.87	\$17.30	\$17.74	\$18.19	\$18.65

Factory	Skills	Old Rate	10.02.05	11.08.05	09.02.06	09.08.06
Level 1	Basic	\$13.81	\$14.16	\$14.52	\$14.89	\$15.27
Level 2	Machine Operator	\$13.94	\$14.29	\$14.65	\$15.02	\$15.40
Level 3	Complex Skills	\$14.55	\$14.92	\$15.30	\$15.69	\$16.09
Level 4	Leading Hand	\$14.77	\$15.45	\$15.84	\$16.24	\$16.65
Level 5	Supervisor	\$16.87	\$17.30	\$17.74	\$18.19	\$18.65

Warehouse	Skills	Old Rate	10.02.05	11.08.05	09.02.06	09.08.06
Level 1	Basic	\$13.81	\$14.16	\$14.52	\$14.89	\$15.27
Level 2		\$13.94	\$14.29	\$14.65	\$15.02	\$15.40
Level 3		\$14.55	\$14.92	\$15.30	\$15.69	\$16.09
Level 4	Leading Hand	\$14.77	\$15.45	\$15.84	\$16.24	\$16.65
Level 5	Supervisor	\$16.87	\$17.30	\$17.74	\$18.19	\$18.65

Junior rate will be paid as a percentage of the above adult as set out in the state awards listed in Section 1.7

## **8.4 Payment of Wage**

### **8.4.1 Frequency**

All wages including overtime shall be paid weekly and within 48 hours of the pay-week ending

### **8.4.2 Method**

Payment will be electronic funds transfer into the employee's bank

## **8.5 Casual Employment**

A casual employee is engaged as such to meet the demands of the business. The company will not employ more than 10% of its workforce as casuals, including labour hire casuals. The company has no intention of using casuals as its workforce or using casuals to reduce overtime available to permanent employees. When business volume increases, overtime will be offered to permanent employees before casuals.

The casual loading will be paid on the Shaw shop rate for the relevant job classification.

Permanent employees will be appointed to vacant positions ahead of casuals.

A casual employee must be offered full time employment after six (6) months continuous service.

A casual employee who is offered a full time job in the same position and has worked as a casual for 3 months or more will not be required to work a probationary period.

## **8.6 Allowances**

### **8.6.1 Meal Allowance**

An employee required to work overtime for more than one and a half hours beyond their normal finishing time without being notified on the previous working day that he or she will be so required to work shall be supplied with a meal by the employer or paid a \$10.29 meal allowance.

#### 8.6.2 First Aid allowance

An employee who has undertaken a first aid course and who is the holder of a current recognised first aid qualification such as a certificate from the St Johns Ambulance or similar body shall be paid an allowance of \$0.2973 per hour if he or she is so appointed by the employer to perform first aid duty.

#### 8.6.3 Stenter and Waste Water Plant Cleaning allowance

An employee who is required to clean the Stenter after using it for pigment padding or who is required to clean the waste water plant shall be paid an allowance of \$4.633 per week.

#### 8.6.4 Dye House Colour Kitchen Allowance

An employee who is required to prepare mix in the colour kitchen will be paid an allowance of \$5.633 per week.

#### 8.6.5 Factory Mix Room Allowance

An employee who is required to work in the mix room will be paid an allowance of \$0.8405 cents per hour.

#### 8.6.6 Factory Shop Allowance

An employee who is required to work on the factory shop will be paid an allowance of \$0.1333 cents per hour.

#### 8.6.7 Driver Allowance

An employee who is required to drive a company truck will be paid an allowance of \$0.4305 cents per hour.

#### 8.6.8 Uniform Allowance

An employee of the coating factory and dye house may claim an allowance of \$5.7195 per week to provide and launder their own uniform rather than the company provide that service for them.

### 8.6.9 Forklift Allowance

An employee who is fully licensed and operates a forklift whilst carrying out their duties will be paid an allowance as set out below

Less than 2 hours per day	\$0.1333/hour
More than 2 hours and less than 4 hours per day	\$0.2500/hour
More than 4 hours per day	\$0.4500/hour

## 8.7 Employment Opportunities

All Job Vacancies will be advertised on the company notice boards

## 9.0 LEAVE OF ABSENCE

### 9.1 Annual Leave

#### 9.1.1 Entitlement

An employee other than a casual employee is entitled to four (4) weeks annual leave for every twelve (12) months continuous service.

#### 9.1.2 Loading

The pay rate for annual leave is the pay rate at the time the employee takes the annual leave, plus 17.5 percent of that rate.

#### 9.1.3 Use and notice required

An employee may take annual leave at any time agreed within twelve (12) months of accrual, unless alternative arrangements are agreed.

The employer and the employee will seek to reach agreement on the taking of annual leave at a mutually agreeable time. In the absence of agreement the employer may give at least one (1) months notice of the commencement of leave or part of leave which is due to the employee.

One months notice will be required for scheduling annual leave in other than exceptional circumstances.

#### 9.1.4. Public Holidays

If a public holiday falls within an employee's annual leave, as is prescribed in the agreement, and is on a day that would have been an ordinary working day, then either:

- a) extra time equivalent to the public holiday is added to the employee's annual leave; or
- b) the employee can choose to be paid for the public holiday instead of having the extra time.

## 9.2 Sick Leave

### 9.2.1. General

Sick Leave is leave to which an employee other than a casual is entitled without loss of pay because of his or her personal illness or injury.

### 9.2.2 Entitlement

An employee other than a casual is entitled to, in the first year of employment, leave of five (5) days and ten (10) days for the second and subsequent years of employment. Sick pay entitlements for part-day absences shall be calculated on a proportionate basis by multiplying the duration of sick leave absence by the average daily pay for ordinary hours normally worked on that day.

### 9.2.3 Accruals

An employee may elect to have accrued Sick Leave calculated on the first Thursday in December paid out in excess of a minimum reserve of ten (10) days (76 hours). Payments will be made on the last pay week before Christmas.

On leaving the company the employee will be paid out Sick Leave entitlements that are in excess of the minimum reserve of ten (10) days.

### 9.2.4 Evidence supporting claim

Two (2) single paid sick leave absences without a medical certificate or Statutory Declaration in a one (1) year period will be allowed. Thereafter a medical certificate from a duly qualified medical practitioner, or a Statutory Declaration which states that the

employee was unable to attend for duty on account of medical illness or injury will be required.

### **9.3. Bereavement Leave**

An employee shall be entitled on notice to bereavement leave of two (2) days without deduction of pay.

An employee shall be entitled to an extra one (1) day paid leave if the death occurred overseas.

### **9.4 Make-Up Time**

An employee may elect, with the consent of the employer to make up time lost, due to some unforeseen circumstance or by prior notice. The amount of make-up time must not exceed one (1) hour and must be worked within the same pay week.

## **10.0 DISCIPLINARY**

### **10.1 Disciplinary Procedure**

The parties agree that the success of the business depends on each member's contribution to the overall work effort.

This disciplinary procedure is directed toward correcting and/or improving an employee's conduct on occasions when that conduct is unacceptable and to ensure the employee is treated fairly.

The disciplinary procedure, in the majority of cases, shall be used to assist an employee to understand Company policy and requirements.

Performance counselling and/or discipline is any communication or action taken by a Manager or a Supervisor for the purpose of motivating an employee to achieve the accepted standards of performance and resolving performance problems.

The disciplinary Procedure has three levels:-

Level 1 - Formal Counselling, where an employee is notified that further breaches of a particular policy, procedure or practice will lead to disciplinary procedure. At this Level it will be made very clear to the employee, exactly what is required to perform at an acceptable level.

Level 2 - Warning, where an employee is notified that further breaches may lead to more serious disciplinary action or even dismissal. At this stage it will be made very clear to the employee exactly what is required to perform at an acceptable level.

Level 3 - Final Warning or Dismissal

The levels of discipline may or may not be administered in a sequential manner depending upon the situation.

The employee may request a Union delegate be involved at every level of the Disciplinary Procedure.

Throughout the application of the Disciplinary Procedure, employees will be provided with the opportunity to present their own view of the situation and reasons for their conduct.

Where an employee disagrees with a formal counselling or formal warning, a request to review the disciplinary action may be made by the employee to the next level of management. In the case of Final Warning, a request for review may be made to the Human Resource area through the immediate Supervisor.

A written copy of all levels of discipline will be made available and placed on the employee's personal file, with a copy also to be made available to the employee at the time of the procedure. At the employee's request, the Union Delegate may also have access to all aspects of the disciplinary procedure.

**Duration of a Warning**

All written warnings shall have a life of one year. The period of time prior to the cancellation of the warning is dependent on the seriousness of the Breach.

**Statement of Service**

The employer shall, in the event of termination of employment, provide upon request, to the employee, a written statement specifying the period of their employment and the classification or type of work performed by the employee.

## **11.0 SUPERANNUATION**

The parties agree that the Australian Retirement Fund (A.R.F.) and the Labour Union Co-operative Retirement Fund (L.U.C.R.F.) will be the approved superannuation funds for this Agreement.



## **12.0 REDUNDANCY**

In the event of a redundancy when determining the final pay out, all calculations will be based on the rate of pay as of the 9<sup>th</sup> of August 2006.

### **12.1 Discussions Before Termination**

Where an employer has made a definite decision that they no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with their union or unions.

The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of this paragraph hereof and shall cover, inter alia, any reasons for the proposed terminations and measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out.

Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to his or her interests.

### **12.2 Transfer to Lower Paid Duties**

Where an employee is transferred to lower paid duties for reasons set out in paragraph 12.1 hereof the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if their employment had been terminated, and the employer may at their option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new lower ordinary-time rates for the number of weeks of notice still owing.

### **12.3 Severance Pay**

In addition to the period of notice prescribed for ordinary termination, and subject to further order of the Industrial Relations Commission, an employee whose employment is terminated for reasons set out in paragraph (i) of sub-clause (a) of clause 12.1.1 hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service:

#### **SCALE OF SEVERANCE PAYMENTS**

Length of continuous service by employee.	Rate for calculation of amount of severance payment.	
	If employee under 45 years of age.	If employee 45 or more years of age.
Less than 1 year	Nil.	Nil.
1 year and more but less than 2 years	4 weeks' pay	5 weeks' pay
2 years and more but less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years and more but less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years and more but less than 5 years	12 weeks' pay	15 weeks' pay
5 years and more but less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and more	16 weeks' pay	20 weeks' pay

"Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances paid in accordance with this award.

#### **12.4 Employee Leaving During Notice Period**

An employee whose employment is terminated for reasons set out in paragraph 12.1 hereof may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### **12.5 Alternative Employment**

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if he or she obtains acceptable alternative employment for an employee.

#### **12.6 Time Off During Notice Period**

During the period of notice of termination given by the employer for reasons set out in paragraph 12.1. an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

## **12.7 Notification to Centrelink.**

Where a decision has been made to terminate employees in the circumstances outlined in paragraph 12.1 hereof, the employer shall notify Centrelink thereof as soon as possible, giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

## **12.8 Superannuation Benefits**

Award superannuation benefits payable upon termination shall not be used in lieu of any severance payments made in accordance with this clause. Any non-award superannuation benefit payable upon termination shall not be used in lieu of any severance payments made in accordance with this clause, other than by further order of the Industrial Relations Commission of New South Wales.

## **12.9 Transmission of Business**

Where a business is before or after the date of this award transmitted from an employer (in this sub-clause called "the transmittor") to another employer (in this sub-clause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

- (i) the continuity of employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

In this sub-clause, business includes trade, process, business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of the law and transmitted has a corresponding meaning.

## **12.10 Employees With Less Than One Year's Service**

This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

## **12.11 Employees Exempted**

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or non-observance of company safety provisions, or in the case of apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

#### **12.12 Employers Exempted**

Subject to further order of the Commission in a particular redundancy case, this clause shall not apply to employers who employ less than 15 employees.

#### **12.13 Incapacity to Pay**

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

Signed on behalf of Shaw of Australia Pty Ltd.

Date



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11<sup>th</sup> July 2005

Signed on behalf of National Union of Workers

Date

New South Wales Branch.



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21-07-05

Signed on behalf of the Transport Workers Union of

Date

New South Wales ~~Branch~~ (Textile, Clothing and Footwear  
Sub-branch).



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8 July 2005 -