

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/48

TITLE: Yumaro Leisurewear Enterprise Agreement 2009

I.R.C. NO: IRC9/1889

DATE APPROVED/COMMENCEMENT: 10 December 2009 / 10 December 2009

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**NEW AGREEMENT OR
VARIATION:** Replaces EA06/270.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Yumaro Incorporated trading as Yumaro Leisurewear, located at 157 Warden Street, Ulladulla NSW 2539, who fall within the coverage of the Clothing Trades (State) Award.

PARTIES: Yumaro Incorporated trading as Yumaro Leisurewear -&- the Transport Workers' Union of New South Wales

YUMARO INCORPORATED

AND

THE TRANSPORT WORKERS UNION
OF NEW SOUTH WALES

**YUMARO LEISUREWEAR
ENTERPRISE AGREEMENT
2009**

1. Definitions

"The Award" refers to the Clothing Trades (State) Award (as it exists as at 1st December 2008).

"Employees with a disability" refers to those employees who are eligible for a supported wage pursuant to clause 13 of the Award.

"Union" refers to the Transport Workers Union of NSW.

"Yumaro" refers to Yumaro Incorporated trading as Yumaro Leisurewear.

"Agreement" refers to the Yumaro Leisurewear Enterprise Agreement

2. Title of Agreement

The agreement is an enterprise agreement and shall be known as the; "YUMARO LEISUREWEAR ENTERPRISE AGREEMENT 2009".

3. Parties Bound

3.1. This Agreement shall apply to the following parties:

3.1.1. Yumaro, its employees, whether current or future, or whether or not they are members of the Textile Clothing and Footwear Union of Australia.

3.1.2. The Transport Workers Union of NSW

3.1.3. All employees employed at Mullala Nursery (A Division of Yumaro Industries) located at 157 Warden Street, Ulladulla NSW 2539.

4. Preamble

4.1. Yumaro Leisurewear is a not for profit organisation that runs a business service supported by funding from the Commonwealth Department of Families, Housing, Community Services and Indigenous Affairs. The aim of this business service is to give adults with disabilities the opportunity to live and work in the community, and through this process be acknowledged and respected as equal and valued members of society.

4.2. The business service run by Yumaro Leisurewear does not operate strictly as a business in the commercial sense, in that their primary aim is the valued employment of people with disabilities, rather than the commercial aim of profit.

4.3. To this end Yumaro Leisurewear's business service has an employer-employee relationship with their employees with disabilities, that extend far beyond one that would be expected of a commercial employer. This would include but would not be limited to the following:

- Pre-vocational Training.
- Work Experience
- Vocational Training and Programming
- Job Modification
- Support to move to other employment if desired
- A range of non – vocationally related supports

4.4. These supports all impact on the operational structure and costs of the business services, hence this Agreement reflects the realities of providing this type of employment in a 'business like' setting.

4.5. This Agreement has been developed through a process of consultation. It aims to reflect the dual goals of Yumaro Leisurewear's business service of maintaining and developing the skills and abilities of employees whilst maintaining and developing a competitive and flexible enterprise.

5. Relationship to Award

5.1. This Agreement is made pursuant to clause 56 of the Award.

5.2. Unless any specific clause of this Agreement states otherwise;

5.2.1 The Agreement shall operate in conjunction with the Clothing Trades (State) Award; (as it exists as at 1st December 2008)

5.2.2 Where this Agreement is inconsistent with the Award, the Agreement shall take precedence over the Award to the extent of the inconsistency.

5.3. The Agreement adheres to the provisions of clause 13 - Workers Eligible for a Supported Wage of the Award in relation to the employment of disabled employees.

5.4. The Agreement introduces a different supported wage assessment process than that contained in clause 13.3 of the Award in so far as the assessment criteria in this Agreement is not productivity based. The primary consideration in determining a disabled employee's skill classification under this Agreement is the disabled employee's ability to perform the tasks as described in the skill descriptors, in clause 11 of this Agreement, to a level consistent with the skill descriptors.

5A. Duration of Agreement

This Agreement shall come in force when approved by the Industrial Relations Commission and shall remain in force until 31st August 2012.

6. Non-Disabled Employees

- 6.1.** The Employment of employees without a disability are subject to clauses 1, 2, 3, 4, 5.1, 5.2, 5A, 6, 7, 14, 15, 16, and 17 of this Agreement. Clauses 8-13 (inclusive) of this Agreement shall not apply to employees without a disability. Clause 18 will apply to all employees.
- 6.2.** Employees without a disability shall be paid no less than the rates of pay set out in Table 2 of Schedule A of this Agreement.
- 6.3.** The rates of pay in Table 2 — Rates of Pay — Employees without a disability of Schedule A of this Agreement are exclusive of any applicable loading or allowance payable under the Award including but not limited to casual employment, over-time and work performed on holidays or Saturday and Sunday.
- 6.4.** Employees without a disability of Yumaro Leisurewear shall have a basic knowledge and / or will undertake training in the following.
 - Information about Yumaro Leisurewear
 - Conditions of employment
 - Introduction to support staff and co-workers
 - Yumaro Policies and procedures
 - Occupational Health and Safety Policy and practices
- 6.5.** Any prior period of casual, permanent full-time or permanent part-time employment for any employee without a disability (who were employed on a permanent full-time or part-time basis at the time of making this agreement) shall be recognized as service for the purpose of calculating redundancy and long service leave.

7. Skills Development

- 7.1.** Yumaro is committed to:
 - Provide a flexible working arrangement.
 - Improving the quality of working life.
 - Enhance skills and job satisfaction
 - Assisting positively in employee development.
- 7.2.** Yumaro recognises that appropriate support and training is essential for all employees, and this support and training will be directed towards a skilled and productive work.

8. Trial Period

- 8.1.** The purpose of the trial period is to allow time for Yumaro to organise an assessment of the employee. Therefore, the trial period is not a period of probation.
- 8.2.** On commencement of their employment new employees maybe employed on a trial period until they are assessed but for not more than twelve (12) weeks from the date they commenced employment with Yumaro.

- 8.3. During the trial period the employee will be assessed in accordance with clause 10 and 11 of this agreement to determine the rate of pay.
- 8.4. Yumaro may extend the trial period for a specified period of time with the written consent of the Secretary of the Union.
- 8.5. The written consent, if given by the Secretary of the Union, shall specify the new date the trial period will expire.
- 8.6. Employees subject to this clause will be paid at no less than level 1 of the table in clause 12 of this Agreement until they are assessed.
- 8.7. If a employee with a disability under this clause is finally assessed at a level higher than level 1 then they shall be entitled to be paid the difference between level 1 and the level they are assessed at. Such payment shall be back dated to such time the disabled employee would have been entitled to the higher level but for the time taken to arrange and perform the assessment.

9. The Assessor

- 9.1. The assessor shall be either:
 - 9.1.1. Yumaro together with the Union; or,
 - 9.1.2. A suitably qualified person as agreed between Yumaro and the Union.
- 9.2. The assessment once completed shall record the classification under this agreement for each employee with a disability assessed and the date the assessment takes effect.
- 9.3. A copy of this record shall be provided to the employee, Yumaro and the Union within twenty one (21) days of the completion of the assessment. Furthermore, a copy shall be provided to the parent, carer or guardian of the assessed employee upon request.
- 9.4. Copies of any supporting documentation used by the assessor in the assessment shall be provide to the Union upon request (but no later than 7 days after the request is made).
- 9.5. The agreed form to be used in any assessment undertaken pursuant to this clause shall appear in this agreement as appendix A.

10. The Assessment

- 10.1. Employees will be assessed based on the work they are performing under the skill level descriptors in clause 11 of this Agreement.
- 10.2. In keeping with the philosophy of Yumaro and the intention of this Agreement, progression to a higher level under this Agreement is dependent on demonstrated capacity to perform the duties consistent with that level as set out in the Descriptors in clause 11.

- 10.3.** Therefore, the parties shall recognize competency (for the purpose of this clause competency is defined simply as the ability to perform the task) in performing the tasks as being the prime indicator for justifying progression and re-classification to a higher level under clause 11. Productivity in performing the task shall also be taken into account in assessing a employee with a disability but it must remain a secondary consideration only.
- 10.4.** The assessment of employees will be subject to annual review or earlier if the employee demonstrates a capacity or willingness to try new skills.
- 10.5.** No party to this Agreement shall refuse a reasonable request for a review.
- 10.6.** Employees not to be disadvantaged by delays in arranging and/or performing assessment. If a review under this clause results in an employee with a disability being classified at a higher level, they shall be entitled to be paid the difference between their new level and old level back dated to such time the employee with a disability would have been entitled to the higher level but for the time taken to arrange and perform the assessment.
- 10.7.** No employee with a disability shall suffer a pay reduction arising out of a review or further assessment.
- 10.8.** Any disputes arising in relation to the implementation of this clause shall be subject to the dispute settlement procedure set out in clause 16 of this Agreement.

11. Skills Classifications

Employees with a disability of Yumaro Leisurewear shall have a basic knowledge and / or will undertake training in the following:

- Information about Yumaro Leisurewear
- Conditions of employment
- Introduction to support staff and co-workers
- Yumaro Policies and procedures
- Occupational Health and Safety Policy and practices

Level 1

An employee at this level exercises minimal judgment, and performs a small range of basic tasks that are relevant to their job description, using well established techniques and practices either individually or in a team environment.

The duties of an employee at level 1 shall include:

- Good housekeeping / General cleaning
- Clipping finished goods
- Ragging and bagging waste material
- Laying out material (supervised)
- Marking Bags
- Thread Removal (Linen)

- General Cleaning in Kitchen
- Sweeping

And any other activities for which the employee has been trained and the Union or Yumaro consider appropriate to classify at this level.

An employee at this level will be offered training to enable them to reach Level 2.

Level 2

An employee at this level performs a range of varied, but basic tasks above those of Level 1 that are relevant to their job description, using well established practices and techniques either individually or in a team environment. An employee's work at this level will be supervised.

The duties of an employee at Level 2 may include all those of Level 1.

Additional duties at this level may include, but are not limited to the following:

- Cutting herringbone tape to length
- Inserting tape in bag hems
- Folding bags
- Folding pillow cases
- General ironing
- Less complicated manual assembly
- Use of hand tools (supervision)
- Gardens and other outdoors work and cleaning the bus.
- Making bags using template.
- Turning out money bags.
- Cutting herringbone tape hems
- Folding bags/pillowcases.
- Laying out linen sheets-supervised.
- Ironing duties.
- Use of scissors/clippers-supervised.
- Factory waste collection/cleaning workplace.
- Outdoor work-gardening/vehicle detailing.
- Sorting-identify plastics and aluminium.

And any other activities for which the employee has been trained and the Union or Yumaro consider appropriate to classify at this level.

An employee's work at this level will generally be supervised.

A Level 2 employee will be offered training to enable them to progress to Level 3.

Level 3

An employee at this level performs a range of varied tasks (including intermediate tasks) above those of level 2 that are relevant to their job description, using well established practices and techniques either individually or in a team environment.

The duties of an employee at Level 3 may include all those of a Level 1 and Level 2.

Additionally duties at this level may include, but are not limited to the following:

- Limited use of straight sewer and overlocker
- Drying screen printed items
- Use of hand tools.
- Laying out linen sheets-unsupervised
- Pillowcase assembly (no machine use)
- String bags cording-supervised.
- Armguards-inserting packing.
- Armguards-close clipping.
- Accurate ID of all recyclable goods.
- Identify workplace hazard.
- Cleanup-recycling factory.
- Sorting-cardboard/paper station.
- Hand sanding timber pegs.
- Masking/painting indicator pegs (supervised)
- Limited quality control
- Elementary screen-printing procedures (Supervised)
- More complicated manual assembly
- Packing, tying and labelling of incense bags ('hippy sticks').

And any other activities for which the employee has been trained and the Union or Yumaro consider appropriate to classify at this level.

An employee's work at this level will generally be subject to limited supervision.

A Level 3 employee will be offered training to enable them to progress to Level 4

Level 4

An employee at this level performs a range of varied tasks (including intermediate tasks) above those of Level 3 that are relevant to their job description, using well-established practices and techniques either individually or in a team environment.

The duties of an employee at Level 4 may include all of those of Levels 1, 2 and Level 3.

Additional duties at this level may include but are not limited to the following:

- Part assembly of clothing (supervision)
- Clipping finished embroidery
- Greater responsibility for quality control
- Embroidery machine operation (non-manual programming) (supervised)
- Tool bag handle assembly (hand sewing of rope handles.
- Limited use of straight sewer and over locker.
- Use of material cutter-supervised closely.
- String bags cording.
- More complex quality control.

- Embroidery machine-supervised closely
- Bag handle assembly.
- Canvas marking-template (supervised)
- Armguards-hole punching.
- Scrunchie overlooking.
- Office duties-phone/messages.
- Stacking green timber.
- Sanding pegs-ends only-belt sander.
- Masking and painting pegs-unsupervised.
- Pre-sort station recycling machine.
- General maintenance-recycling factory.

And any activities for which the employer has been trained and the Union or Yumaro consider appropriate to classify at this level.

An employee's work at this level will generally be subject to limited supervision.

A Level 4 employee will be offered training to enable them to progress to Level 5.

Level 5

An employee at this level performs a range of varied tasks (including intermediate tasks but not complex tasks) above those of Level 4 that are relevant to their job description, using well established practices and techniques either individually or in a team environment.

The duties of an employee at Level 5 may include all those of Levels 1, 2, 3 and Level 4

Additional duties at this level may include, but are not limited to the following:

- Supervised use of cutting equipment
- Full assembly of fleecy lined jumpers using only over locker or without zipper (limited supervision)
- Embroidery machine operation (non manual programming)
- Screen-print (supervised)
- Basic maintenance of machine.
- Straight sewer and over locker-unsupervised.
- Using cutting machine-unsupervised.
- Using embroidery machine-light supervision.
- Tool bag buckle assembly-supervised.
- Arm guards-machine work.
- Maintenance of machines.
- Scrunchie-complete assembly.
- Office duties-typing/filing.
- Strap bales-supervised.
- Weigh station procedures.
- Sanding timber pegs-belt sander.
- Pointing timber pegs-supervised.
- Packaging pegs as per order.

And any activities for which the employee has been trained and the Union or Yumaro consider appropriate to classify at this level.

An employee's work at this level will generally be subject to limited supervision.

A Level 5 employee will be offered training to enable them to progress to Level 6

Level 6

An employee at this level performs a range of varied tasks (including intermediate tasks and some complex tasks) above those of Level 5 that are relevant to their job description, using well established practices and techniques either individually or in a team environment.

The duties of an employee at Level 6 may include all those of Levels 1, 2, 3, 4 and Level 5

Additional duties at this level may include, but are not limited to the following:

- Pricing clothing, assisting with wages and banking
- Using embroidery machine with limited supervision (including manual programming)
- Strap bales-unsupervised.
- Forklift operation-supervised.
- Loading bales-supervised.
- Tool bag assembly-unsupervised.
- Assembling orders-unsupervised.
- Dropsaw operation-unsupervised.
- Conduct employee formal meetings.
- Office duties-assist with wages/invoices.

Any other activities for which the employee has been trained and the Union or Yumaro consider appropriate to classify at this level.

An employee's work at this level will generally not be subject to supervision.

Level 6 employee will be offered training to enable them to progress to Level 7.

Level 7

An employee at this level performs a range of varied tasks (including intermediate tasks and complex tasks) above those of Levels 5 and 6 that are relevant to their job description, using well established practices and techniques either individually or in a team environment.

The duties of an employee at Level 7 may include all those of Levels 1, 2, 3, 4, 5 and Level 6.

Additional duties at this level may include, but are not limited to the following:

- Full assembly of products (as a guide this should include the use of two or more machines).
- Using cutting equipment
- Maintenance of machinery

All of the above duties in an unsupervised situation using safety / quality control Procedures.

Any other activities for which the employee has been trained and the Union or Yumaro consider appropriate to classify at this level.

12. Employees with a Disability-Rates of Pay

- 12.1.** Employees with a disability shall be paid in accordance with Table 1 – Rates of Pay Employees with a Disability – in Schedule A of the Agreement.
- 12.2.** The rates of pay are based on a percentage of skill level 2, 3 and 4 of clause 6 - Rates of Pay of the Award (as varied from time to time). The majority of duties as set out in clause 11 of this Agreement are of a 'basic' or "intermediate" nature when considered in accordance with Clause 8 - Skill Levels, of the Award. These so called basic and intermediate tasks appear in Levels 1-5 in clause 11 of the Agreement. However, there is a growing range of duties being performed at Yumaro that can be termed 'complex' and these tasks would normally attract a classification of either Skill Levels 3 or 4 under clause 8 of the Award. These so called 'complex' tasks appear in Levels 6 and 7 in clause 11 of the Agreement.
- 12.3.** The rates of pay for Levels 1-5 in clause 11 above are based on a percentage of the rate of pay applicable to Award Skill Level 2 (which is payable to employees without a disability engaged on intermediate tasks elsewhere in the clothing industry in New South Wales). The rates of pay in Level 6 and 7 in schedule A of the agreement is based on 40% of rates of pay applicable to Award Skill Levels 3 and 4 respectively (and that are payable to employees without a disability engaged on 'complex' tasks elsewhere in the clothing industry in New South Wales).
- 12.4.** New or modified tasks can be added to clause 11 of this Agreement during the life of this Agreement and if these duties would normally attract a classification higher than Skill Level 2 under the Award then the appropriate higher Award classification must be applied. Any variation to the Agreement arising from additions or modifications to clause 11 of the Agreement by the Industrial Relations Commission of New South Wales (during the nominal term of the Agreement) shall operate from the date the modification or new task was practiced by employees of Yumaro (if the additional or modified task was in place prior to the said variation taking effect).
- 12.5.** No employee shall incur a reduction in pay for performing duties which attracts less remuneration than they would otherwise have received had they not performed those lesser duties.
- 12.6.** If an employee is employed on duty(s) carrying a higher rate of pay than the employee's ordinary classification then the higher rate of pay shall become the employee's ordinary rate of pay and they shall be reclassified accordingly.
- 12.7.** Clause 12.6 applies irrespective of how often or infrequently the employee might perform the higher duty(s).
- 12.8.** Rates of pay under this Agreement shall be adjusted in accordance with the movement of wages as varied by the Industrial Relations Commission from time to time.

13. No Disadvantage to Employees with a Disability.

13.1. In addition to an assessment pursuant to clause 10 of this Agreement, all employees with a disability shall be assessed pursuant to clause 13.3 of the Award.

13.2. Should an assessment pursuant to clause 13.3 of the Award provide for a rate of remuneration below that payable in accordance with the assessment undertaken in accordance with clause 10 of this Agreement then the disabled employee shall be paid no less than the rate payable consistent with the assessment performed using the criteria in clause 11 of the Agreement.

13.3. Should an assessment pursuant to clause 13.3 of the Award provide for a rate of remuneration higher than that payable in accordance with the assessment undertaken in accordance with clause 10 of this Agreement then the employee with a disability shall be paid the higher rate.

14. Long Service Leave

Refer to the *Long Service Act 1955 (NSW)*

15. Personal / Carers Leave.

All employees shall be entitled to ten (10) sick days per year.
Accumulated sick leave is available to all employees.

16. Redundancy

Refer to clause 54 of the Award with the exception that clause 54.12 of the Award (exemption for less than 15 employees) shall not apply.

17. Disputes Resolution

17.1. Any disputes arising in relation to this Agreement shall be subject to the dispute settlement procedure set out in this clause.

17.2. Where a dispute arises, the following steps shall be taken:

17.2.1. **Step One** — As soon as practicable after the issue or claim has arisen, it shall be considered jointly by the appropriate supervisor, the worker or workers (and if appropriate the Employee Advisory Committee) concerned who shall attempt to settle the dispute.

17.2.2. **Step Two** — If the dispute is not resolved, the issue or claim shall be considered jointly by the appropriate Service Coordinator (and if appropriate, in conjunction with the Employee Advisory Committee) who shall attempt to settle the dispute.

17.2.3. Step Three — If the dispute is not resolved, the issue or claim shall be considered jointly by the Service Coordinator and an Official of the Union who shall attempt to settle the dispute.

17.2.4. Step Four — If the dispute is not resolved then Yumaro or the Union may refer the dispute to the Industrial Relations Commission. The parties may request that the matter be dealt with by a member of the Commission who shall resolve the dispute by conciliation or arbitration.

18. Maternity Leave

Maternity leave will be paid at ordinary time rate for a period of three months or to be paid at half the ordinary time rate of pay for a period of six months.

SCHEDULE A

(1) The Rates of Pay in Table 1 of Schedule A are based on a percentage of skill level 2,3 and 4 of clause 6 of the Award (as at 1st December 2008) and shall be increased by 4% on or after 31st August each year for the life of this agreement.

(2) The Rates of Pay in Table 2 of Schedule A are based on a higher percentage of the Clothing Trades (State) Award 2001 and shall be increased by 4% on or after 31st August each year for the life of this agreement.

(3) The Rates of Pay In Tables 1 and 2 are based on a 38 hour week.

TABLE 1 – RATES OF PAY – EMPLOYEES WITH A DISABILITY

The following rates of pay shall apply on or after 31st August 2009

POSITION CLASSIFICATION	PERCENTAGE OF AWARD SKILL LEVEL 2	HOURLY RATE OF PAY	WEEKLY RATE OF PAY
LEVEL 1	21.6 %	\$3.59	\$136.42
LEVEL 2	25%	\$4.28	\$162.64
LEVEL 3	30%	\$5.30	\$201.40
LEVEL 4	35%	\$6.03	\$229.14
LEVEL 5	40%	\$6.97	\$264.86
POSITION CLASSIFICATION	PERCENTAGE OF AWARD SKILL LEVEL 3	HOURLY RATE OF PAY	WEEKLY RATE OF PAY
LEVEL 6	40%	\$7.20	\$273.60
POSITION CLASSIFICATION	PERCENTAGE OF AWARD SKILL LEVEL 4	HOURLY RATE OF PAY	WEEKLY RATE OF PAY
LEVEL 7	40%	\$7.70	\$292.60

TABLE 2 – RATES OF PAY – EMPLOYEES WITHOUT A DISABILITY

The following rates of pay shall apply on or after 31st August 2009

DESCRIPTION	HOURLY RATE OF PAY	WEEKLY RATE OF PAY
Supervisor	\$ 20.64	\$ 784.32
Assistant Senior Supervisor	\$ 20.92	\$ 794.96
Senior Supervisor	\$ 22.33	\$ 848.54

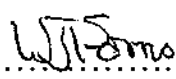
Signed on behalf of Yumaro Incorporated (trading as Yumaro Leisurewear)


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Shaun Davies
Chief Executive Officer



Date 1/10/2009

Signed on behalf of Transport Workers Union of New South Wales


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Wayne Forno
Secretary

Date 16/10/09