

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/104**

**TITLE:        Dunlop Flexible Foams (NSW) Enterprise Agreement 2000**

**I.R.C. NO:**                    2000/5966

**DATE APPROVED/COMMENCEMENT:** 21 December 2000

**TERM:**                                21 months

**NEW AGREEMENT OR  
VARIATION:**                    New

**GAZETTAL REFERENCE:**        4 May 2001

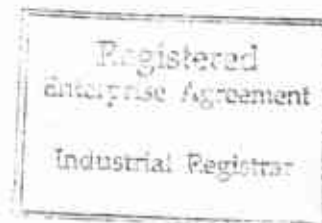
**DATE TERMINATED:**

**NUMBER OF PAGES:**        11

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:**        Applies to all employees engaged pursuant to the Rubber Workers (State)  
Award

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



# DUNLOP FLEXIBLE FOAMS (NSW) ENTERPRISE AGREEMENT 2000

## 1. TITLE

This agreement shall be known as the Dunlop Flexible Foams (NSW) Enterprise Agreement 2000.

## 2. ARRANGEMENT

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23. Relationship of Agreement and Parent Award

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## 3. INCIDENCE

The incidence of this agreement shall be that prescribed by Clause 47 of the Rubber Workers (State) Award. This agreement rescinds and replaces the Dunlop Flexible Foams Enterprise Agreement 1998.

## 4. APPLICATION

This agreement applies at the single enterprise of Dunlop Flexible Foams located at Lot 103 Frank Street Wetherill Park NSW 2164.

## 5. PARTIES BOUND

This agreement shall be binding upon:

- (1) Dunlop Flexible Foams, a division of Pacific Dunlop Ltd for their location at Wetherill Park NSW and its employees whether or not members of the organisation listed in (2) of this clause and who are engaged in any of the classifications specified in the Rubber Workers (State) Award.
- (2) The National Union of Workers – New South Wales Branch.

## DUNLOP FLEXIBLE FOAMS (NSW) ENTERPRISE AGREEMENT 2000

### 6. DEFINITIONS

In this agreement:

**"Agreement"** means the Dunlop Flexible Foams (NSW) Enterprise Agreement 2000;

**"Company"** means Dunlop Flexible Foams (ACN 004085330) of Lot 103 Frank Street Wetherill Park NSW 2164;

**"Union"** means the National Union of Workers NSW Branch of 3 – 5 Bridge Street Granville 2142;

**"Parent Award"** means the Rubber Workers (State) Award and any successor thereto;

**"Certification"** means formal ratification in accordance with the necessary provision of the Industrial Relations Act 1996;

**"Mastery"** means able to perform as trained operator and achieve a standard rated performance.

### 7. OBJECTIVES

The objectives of this agreement are:

- ❖ To promote industrial harmony and co-operation between the Union, the Company and its employees;
- ❖ To provide a framework for the orderly conduct of the business and industrial relations for the purpose of improving efficiency and productivity of the Company;
- ❖ To provide hours of work to maximise efficiency of the Company while providing flexibility for employees; and
- ❖ To provide a framework for grievance resolution at a site level.

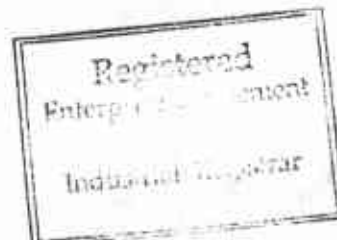
### 8. DATE OF OPERATION

This agreement shall operate from the beginning of the first full pay period, to commence on or after the date of Certification and shall remain operative until 1 September 2002.

### 9. NO FURTHER CLAIMS

This agreement shall not be varied except in accordance with provisions of the Industrial Relations Act 1996.

The parties undertake not to pursue any extra claim award or over award. Including National wage case decision during the period of operation of this agreement.



**DUNLOP FLEXIBLE FOAMS (NSW) ENTERPRISE AGREEMENT 2000**

**10. CONSULTATIVE COMMITTEE**

The employer shall establish a joint consultative committee which shall have responsibility for:

- (a) Training
- (b) Occupational health and safety
- (c) Production improvements and total quality control
- (d) Alterations to work schedules, rosters, hours of work etc.
- (e) Changes or variations to this agreement
- (f) Any other matters related to conditions of employment and work
- (g) Regular work group meetings involving all operations and management will be held to discuss and make recommendations on production improvements and quality.

**11. HOURS OF WORK**

**A. Ordinary Hours of Work**

The ordinary hours of work Monday to Friday for employees shall be as per the following:

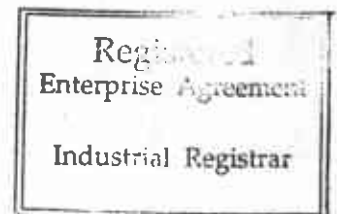
Day Shift: 6.30 am to 3.00 p.m.

Afternoon Shift: 3.00 p.m. to 11.30 p.m.

**B Variations to Ordinary Hours of Work**

The ordinary hours of work may be varied as set out below (dependant upon which RDO system is elected) on either an individual or departmental basis across the operation, following consultation between management and employees. Earlier starting times may be agreed for both day and afternoon shift, however later starting times are only applicable to dayshift.

Dayshift	6.00am - 2.30pm
	7.00am - 3.30pm
	7.30am - 4.00pm
Afternoon Shift	2.30pm - 11.00pm



If the hours of work in Clause 11A &/or Clause 11B above cannot be achieved by mutual agreement the company retains the right to move the employee(s) to another operation on site and to train other employee(s) for the vacated position(s)

**DUNLOP FLEXIBLE FOAMS (NSW) ENTERPRISE AGREEMENT 2000**

**C. Continuous Shift Work**

The Company reserves the right to enter into discussion with employees concerning the introduction of 12-hour shifts in accordance with Clause 16 HOURS OF DUTY of the Rubber Workers (STATE) Award.

**12. ROSTERED DAYS OFF**

This clause applies only to employees who are covered by this agreement and not engaged as Continuous Shift Workers under section 11C.

**(a) No Rostered Days Off during November and December**

Rostered days off shall not be scheduled during November and December of any year. Instead such days shall accumulate and, by mutual consent between the Company and the employee, be taken before the end of June in the following year.

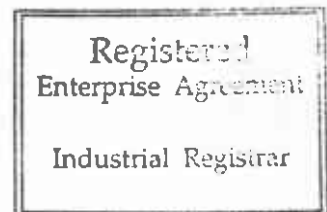
**(b) Day Shift Only - Right to Elect a 19 Day Month or 20 Day Roster**

A day shift employee has the right to elect whether they work 38 ordinary hours per week in either of the following two ways:

- (i) Nineteen (19) days in each four (4) week period with a rostered day off during each period (total 12 RDO days per calendar year); or
- (ii) Twenty (20) days in each 4 week period.

Should the employee elect to work in accordance with (ii), the ordinary hours of work shall be either:

- 7.6 hour day on Monday to Friday  
for example 6.30 am – 2.36 pm;
- or
- Early finish on Friday  
for example 6.30 am – 3.00 pm Monday to Thursday  
6.30 am – 12.30 pm Friday



**(c) Changing From One Arrangement to Another.**

Employees are entitled to change their hours of work / RDO arrangements twice each calendar year.

A change in work hours / RDO arrangements, must coincide with the commencement of the work / RDO arrangement cycle.

**(d) Rostered Day Off for Day Shift Workers**

Rostered days off for day shift workers shall be taken on a Monday, but an alternative day may be rostered by mutual consent between the Company and an employee.

**(e) Rostered Day Off for Afternoon Shift Workers**

Rostered days off for afternoon shift workers shall be taken on a Friday, but an alternative day may be rostered by mutual consent between the Company and an employee.

**(f) Rostered Days off may be Banked**

Rostered days off may be banked by agreement up to a maximum of 5 days. Banked Rostered Days Off may be taken at a time mutually agreed to between the Company and the employee.

Banked Rostered Days Off must be taken in the calendar year in which they accrue, and are not to carry over into the next calendar year.

**(g) New Employees**

New employees will work a 20-day per month work arrangement for the duration of their probationary period from their date of commencement.

When probation has been completed successfully, employees may elect to change to a 19 day cycle by agreement, and have one Rostered Day Off per month,

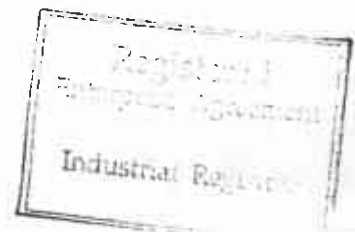
**13. OVERTIME**

An employee who is directed to work in excess of ordinary hours may elect, subject to prior agreement between the Company and the employee, either to be paid the appropriate overtime rate or be granted time off in lieu equivalent to the actual hours worked.

Where an employee elects to take time off in lieu of overtime, such time shall be taken within 28 days of accrual, at a time agreed between the company and the employee. Time off in lieu of overtime will not accrue beyond 38 hours. Where time off in lieu of overtime is not taken within the prescribed period, the accrued overtime will instead be paid at the appropriate penalty rate.

**14. ELECTRONIC FUNDS TRANSFER**

The Company shall pay an employee's wages into a bank or building society account.



**15. PAYMENT OF WAGES ON WEDNESDAY OF EACH WEEK**

Wages shall be paid each Wednesday night of each week so as to be available the following day.

Any error in payroll to be rectified in cash unless otherwise agreed.

**16. AUSTRALIAN STANDARDS**

Employees shall fully cooperate with the implementation and maintenance of quality systems in accordance with relevant recognised quality systems or standards (AS/NZ, ISO or other).

**17. COMMITMENT TO CONTINUOUS IMPROVEMENT**

Both the Company and its employees shall commit themselves to a program of continuous improvement. No employee shall hinder the company in its endeavours to implement efficiencies and improvements to the operations of the Company.

**18. CLASSIFICATION STRUCTURE**

The following classification levels are to apply at the Company:

**Level MP 1 Entry**

- ❖ Complete safety and induction training
- ❖ Demonstrate an awareness of safe working practices
- ❖ Demonstrate a basic awareness of products and processes
- ❖ Commence learning basic service skills
  - Housekeeping
  - Manual Handling
  - Identify foam grades
  - Reading tape measures
  - Basic understanding of specification sheet

- ❖ Progress to Level 2 after 3 months service



**Level MP  
2 Sub 2a**

- ❖ Show competency in basic service skills of Level 1; and

Commence training in one of the following areas

- Offcut and template selection and storage
- Operation of bailing machine
- Operation of crumbling and shredding machine
- Operation of bullnose bevel and lestro cutting machines
- General services duties

**Sub 2b**

- ❖ Demonstrate mastery in 2 areas of Sub 2a; or

- ❖ Commence training in skills Level 3A

**Level MP 3  
Sub3a**

- ❖ Demonstrate mastery in 3 or more skill areas of Level 2; or

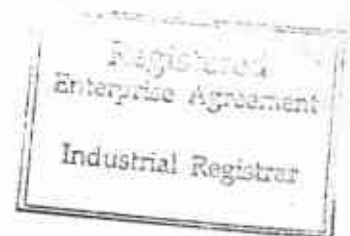
- ❖ Have completed training to an acceptable level in one of the following areas:

- ❖ Mattress and stockinette
- ❖ Packing
- ❖ Fabrication
- ❖ Dispatch loading
- ❖ Machine assistant

**Sub 3b**

- ❖ Demonstrate mastery in 2 areas of Sub 3a or

- ❖ Commence training in skill area of Level 4a





**Level MP 4  
Sub 4a**

- ❖ Demonstrate mastery in 3 or more skill areas of Level 3; or
- ❖ Having completed training to an acceptable level in one of the following areas
  - ❖ Vertical cutting machines
  - ❖ Horizontal cutting machines
  - ❖ Contour cutting machines
  - ❖ Forklift operations – Level 2 foam skill a prerequisite
  - ❖ Foam plant assistant
  - ❖ Material planning
  - ❖ Active VDU terminal operations

**Level 4b**

- ❖ Demonstrate mastery in 2 areas of Sub 4a or
- ❖ Commence training in skill areas of Level 5a

**Level MP 5  
Sub 5a**

- ❖ Demonstrate mastery in 3 or more skill areas of Level 4; or
- ❖ Having completed training to an acceptable level in one of the following skill areas:
  - Multi skilled machine operator – operates all types of cutting machines
  - Assistant foam maker (forklift licence a prerequisite)
  - Product testing in Foam plant (forklift licence prerequisite)
  - Prototype and samples development
  - Accredited supervision skills

**Sub 5b**

- ❖ Demonstrate mastery in 2 areas of Level 5

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**19. WAGE INCREASE**

**(i)** Employees receive two 5 % Pay Increases during the period of operation of this agreement calculated as Follows:

- A 3.0% increase will be paid by the Company, and
- A further 2% increase funded from the existing bonus pool
- Both of the above increase will be paid and backdated to the first full pay period on or after 1<sup>st</sup> September 2000, upon acceptance of the Agreement by employees.

Then:

- A further pay increase of 3% funded by the Company, and 2% funded from the remaining bonus pool, paid from the first full pay period on or after 1<sup>st</sup> September 2001.

Refer attachment A.

**20. CALCULATIONS UNDER PARENT AWARD**

The Agreement weekly rates shall be used for the purpose of any required calculations in the Parent Award including overtime, penalty rates, holidays, mixed functions, junior rates, etc.

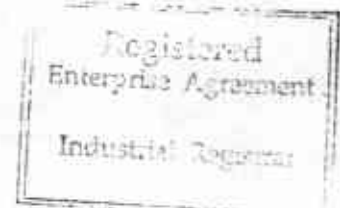
**21. UNION RECOGNITION**

The Company recognises the constructive role that unions have to play within the framework of the enterprise. It also recognises and values freedom of association of individuals.

If employees employed by Dunlop Flexible Foams at the Wetherill Park site wish to join or be represented by a union, we would encourage them to join the National Union of Workers (New South Wales Branch), and recognise this Union as the principle union on this site.

The Company undertakes to introduce all new employees to the local Union Delegate within the employee's induction period.

The Company undertakes to deduct via our payroll and remit Union membership contributions from member's weekly pay on behalf of the Union.




**22. GRIEVANCE SOLVING PROCEDURES**

The following procedures are designed to resolve grievances at their source.

- (i) Where a grievance arises, the employee shall raise the issue of the grievance with his or her immediate supervisor. The supervisor shall take all reasonable action in an attempt to resolve the grievance.
- (ii) If the supervisor has taken all reasonable action, but the grievance has not been resolved, then as soon as practicable the supervisor shall raise the grievance with the department manager. The department manager shall take all reasonable action to resolve the grievance.
- (iii) If the department manager has taken reasonable action but the grievance still exists, the matter shall be referred to the department executive. The department executive shall do all reasonable things to resolve the grievance and this may include requesting the assistance of a union official and an officer of the Australian Industry Group.
- (iv) The Industrial Relations Commission of New South Wales shall be notified if the above steps have not resolved the grievance.
- (v) Employees shall work in accordance with this Agreement and the Parent Award while the procedures in the clause are followed.

**23. RELATIONSHIP OF AGREEMENT AND PARENT AWARD**

This Agreement shall be read and interpreted wholly in conjunction with the Parent Award, provided that where there is any inconsistency between this Agreement and the Parent Award, this Agreement shall prevail to the extent of that inconsistency.



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Signed for and on behalf of  
Dunlop Flexible Foams:

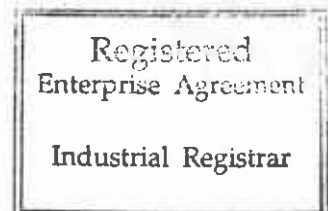
Date: 30/11/00.



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Signed for and on behalf of  
The National Union of Workers

Date: 24.11.00.



**Attachment A.**

**Rates of pay applicable from 1<sup>st</sup> September 2000 (including first 5% increase).**

<b>Level: MP1</b>	<b>\$466.60</b>
<b>MP2a</b>	<b>\$490.40</b>
<b>MP2b</b>	<b>\$504.74</b>
<b>MP3a</b>	<b>\$522.80</b>
<b>MP3b</b>	<b>\$537.14</b>
<b>MP4a</b>	<b>\$552.77</b>
<b>MP4b</b>	<b>\$567.11</b>
<b>MP5a</b>	<b>\$581.65</b>
<b>MP5b</b>	<b>\$598.23</b>

**Rates of pay applicable from 1<sup>st</sup> September 2001 (including second 5% increase).**

<b>Level: MP1</b>	<b>\$489.93</b>
<b>MP2a</b>	<b>\$514.92</b>
<b>MP2b</b>	<b>\$529.98</b>
<b>MP3a</b>	<b>\$548.94</b>
<b>MP3b</b>	<b>\$563.99</b>
<b>MP4a</b>	<b>\$580.41</b>
<b>MP4b</b>	<b>\$595.47</b>
<b>MP5a</b>	<b>\$610.73</b>
<b>MP5b</b>	<b>\$628.14</b>

