

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/55**

**TITLE: Dunlop Flooring, Wetherill Park, Enterprise Bargaining Agreement  
2000**

**I.R.C. N:** 2000/1992

**DATE APPROVED/COMMENCEMENT:** 2 June 2000

**TERM:** 18 months

**NEW AGREEMENT OR  
VARIATION:** New

**DATE OF REFERENCE:** 16 March 2001

**DATE TERMINATED:**

**NUMBER OF PARTIES:** 10

**COVERAGE/DESCRIPTION:**

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

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



## DUNLOP FLOORING Enterprise Bargaining Agreement

### 1. TITLE

This Agreement shall be referred to as the *Dunlop Flooring, Wetherill Park, Enterprise Bargaining Agreement 2000*.

### 2. ARRANGEMENT

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**3. APPLICATION OF AGREEMENT**

This Agreement shall apply at *Dunlop Flooring*, Wetherill Park, in respect of all employees who are engaged in any of the occupations, industries or callings specified in the RUBBER WORKERS (STATE) AWARD and the METAL ENGINEERING AND ASSOCIATED INDUSTRIES AWARD 1998 - PART 1.

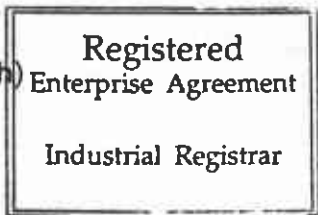
**4. PARTIES BOUND**

The parties to this Agreement are:-

*Dunlop Flooring* and its employees who are members or who are eligible to become members of an organisation listed in subclause 4 hereof, and who are engaged in any of the occupations, industries or callings specified in the Rubber Workers (State) Award and the Metal Engineering and Associated Industries Award 1998 - Part 1.

The organisation of employees listed below and their members thereof respectively, hereinafter "the union"-

National Union of Workers (New South Wales Branch)



**5. RELATIONSHIP TO PARENT AWARDS**

This agreement shall be read and interpreted wholly in conjunction with the awards listed in clause 3 of this agreement provided that the awards shall not form part of the agreement and where there is any inconsistency between this agreement and the awards this agreement shall take precedence.

**6. PRODUCTIVITY IMPROVEMENT MEASURES**

- (a) The parties confirm their support to the efficiencies agreed in the previous agreement and which are contained in Appendix A of this agreement.
- (b) The parties commit to the continuation and strengthening of team based organisation throughout the site. Specifically:-
  - (i) The parties to this Agreement agree to continue the development of team-based operations, and commit to full co-operation during the preparatory and implementation and developmental phases of the team based operations.
  - (ii) The company will provide the opportunity for on-going training for employees to familiarise them with the way the teams will operate.
  - (iii) The parties acknowledge that the responsibilities within the team will reflect the relevant skills possessed by employees.
  - (iv) The parties acknowledge that some aspects of decision making will be given totally to the teams and the decisions reached will be binding on team members.

- (v) The parties acknowledge that employees will not be able to opt out of the team structure and that for employees recruited after the commencement of this Agreement, participation in team based operations will be a condition of employment.

## 7. ROSTERED DAYS OFF

Staff are currently entitled to 24 Rostered Days Off per calendar year, and accrue this entitlement by working 8.45 hours (ie: 8 hours and 27 minutes) per day. Under this arrangement, permanent staff are currently paid 7.6 hours per day, and a further 0.84 hours are deducted and banked towards a Rostered Day Off.

The 24 Rostered Days Off per calendar year system will continue up to and including the 31<sup>st</sup> of December 2000.

As of the 1<sup>st</sup> of January 2001, staff will be entitled to and accrue on the basis of twelve Rostered Days Off per calendar year. Under this arrangement, hours worked by staff will be reduced to 8.00 per day. For each day worked, staff will be paid 7.6 hours, and a further 0.4 hours (24 minutes) will be banked towards a Rostered Day Off.

In relation to the new Rostered Day Off system, the arrangement of starting and finishing times will be determined by mutual agreement following consultation with the site Consultative Committee, prior to the completion of the current Rostered Day Off system.

The starting and finishing times previously referred to will be within the span of hours specified in Appendix A of this agreement.

At the conclusion of this Enterprise Agreement, the effectiveness of the new Rostered Day Off system will be reviewed. A decision as to subsequent Rostered Day Off arrangements will be made prior to the implementation of any subsequent Enterprise Agreements, and incorporated into such agreement.

## 8. GRIEVANCE PROCEDURE

- (a) If a dispute or grievance occurs, the first attempt to ~~settle it will be at the lowest level possible, i.e. between the grieved party and the team leader.~~
- (b) ~~Any disputes not settled at the first level will be referred to a member of management. At this level, the employee is entitled to be represented by their Union Delegate.~~
- (c) Any grievances not settled at the second level will be referred to the Consultative Committee with the aggrieved party and the Union Delegate present for discussion.
- (d) Any disputes not settled at the third level will be referred to the employee's Union Official, who will discuss the grievance with the management representative and attempt to settle the grievance.
- (e) ~~If the dispute cannot be resolved at the Union Official / Management representative level, the grievance will then be referred to the Senior Management and Senior Union Official level.~~

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- (f) Any dispute not settled in the previous steps will be referred to outside conciliation and arbitration.
- (g) Employees will be required to continue their normal work duties while matters in dispute are being negotiated in good faith. The status quo will be maintained until the dispute is settled.
- (h) Notwithstanding the steps outlined in this clause, either party may notify the Industrial Relations Commission of a dispute at any level within the scope of this grievance procedure.

## 9. CONSULTATIVE COMMITTEE

An active Consultative Committee is established at the site for the parties to the agreement to consult each other about matters involving changes to the organisation and methods of work; the introduction of new products and technology, and improvement in performance of work and work teams at the site.

The Consultative Committee will consist of three employee elected members and management representatives not exceeding the number of employee elected representatives.

Of the three employee elected representatives, two will be elected to represent the Production and Dispatch sections, and one elected to represent the Maintenance section.

## 10. WAGE INCREASES

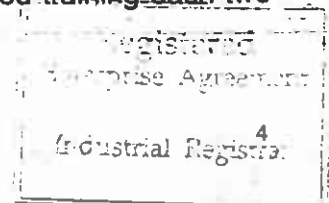
Under the terms of this agreement, all employees covered by the agreement will receive the following wage increases:-

- a) 4% to apply from the first pay period beginning on or after the 1<sup>st</sup> of January 2000.
- b) 2% to apply from the first pay period beginning on or after 1<sup>st</sup> July 2000.
- c) 2% to apply from the first pay period beginning on or after 1<sup>st</sup> January 2001.

Further to the percentage pay increases mentioned above;

- d) Permanent employees on Grade Two will have their initial percentage increases based on \$13.00 per hour at the commencement of this Agreement, which will take effect on the 1<sup>st</sup> of January..
- e) There will now be an opportunity to obtain a Level Four position through the Stores path
- f) An additional three Level 4 appointments will be made within the term of this Agreement.

All appointments made will be based on the principles of Equal Employment Opportunity. Staff will be rotated throughout the area's in which they have received training each two years to ensure that skill levels are refreshed and remain current.



**11. ALLOWANCES**

The allowances listed below will be paid from the date of signing of the Agreement.

<b>Emergency Response Team</b>	\$ 6.30	per week
<b>First Aid :</b>		
• Rubber Workers	As per the Award	
• Metal Trades	As per the Award	
<b>Safety Committee</b>	\$ 6.30	per week
<b>Fork Lift</b>	\$ 6.30	per week
<b>Leading Hand Allowance</b>		
• In Charge of 2 to 4 Employees:	\$ 17.60	per week
• In Charge of 5 to 20 Employees	\$ 26.10	per week
<b>Afternoon Shift</b>	15%	
<b>Binder Manufacture</b>	\$ 8.95	per week
<b>Boiler Operation **</b>	\$ 10.50	per week
<b>Pneumatics **</b>	\$ 10.50	per week
<b>CAD **</b>	\$ 15.75	per week
<b>Glue Machine Operator</b>	\$ 15.00	per week
<b>Limited Electrical Licence **</b>	\$ 15.75	per week
<b>D.L.I. Welding **</b>	\$ 15.75	per week
<b>P.L.C. and Computer Training Course **</b>	\$ 15.75	per week
<b>Plant Operation **</b>	\$ 10.50	per week
<b>Hydraulics **</b>	\$ 10.50	per week
<b>Preventative Maintenance **</b>	\$ 15.75	per week

(Note: \*\* denotes that this is a "non-core" maintenance skill)

The allowances listed above are "all purpose" allowances that will be paid in addition to the base weekly rate of pay. Employees, who receive these allowances within their base hourly rate of pay at the commencement of this agreement, will retain that hourly rate / allowance pay structure.

The Plant Operation allowance will be paid to fully qualified trades staff of the Maintenance section who demonstrate the ability to start, operate and trouble shoot



production equipment problems. It is expected that to receive payment of this allowance, staff referred to in this clause will be expected to operate production equipment for a minimum of four hours each month.

The allowances listed above will continue to be paid so long as employees continue performing the duties required to earn such allowances.

In addition the following allowances have been added to remunerate employees who acquire and use additional skills. These skills are considered "non-core" production skills, and the associated allowances are not "all purpose allowances". These allowances will be paid only when the skills are being used.

<b>Blade Change</b> (One afternoon shift Operator only)	\$ 8.00	per week
<b>Trim Reconciliation</b> (Two Operators only)	\$ 10.00	per week
<b>Shawnee Maintenance</b> (See note below pertaining to the Shawnee allowance)	\$ 5.00	per week
<b>Trades Assistant</b> (See the note below pertaining to the Trades Assistant Allowance)	\$ 20.00	per week

(Note: Trades Assistant and Shawnee Maintenance allowances will be paid during planned Shutdown maintenance only. These allowances will not be paid if Operators are required to assist Trades personnel during instances where unplanned maintenance of equipment is necessary due to breakdown or other events outside the control of the Company).

Any issues or grievances arising out of the introduction of these allowances will be addressed, reviewed and settled by the Consultative Committee.

## **12. APPOINTMENT OF STAFF**

Currently, there are seven staff employed on a casual basis at the Wetherill Park site. It is the intention of the Company and the Consultative Committee to offer these positions on a full time basis once the Agreement has been signed by the parties.

All of the existing casual staff, when appointed to full time positions will receive the rate of pay applicable to the position appointed. Furthermore, they will be provided the training necessary to ensure that they can perform work competently and safely.

Each of these persons will be assessed within three months of the permanent appointment, and be expected to be able to perform their tasks competently and safely within this period of time.

If and when the need arises to employ staff for any reason in future, new staff will be appointed as casual employees for a three-month probationary period. Following successful completion of this probation, the new employee's position will be then made permanent.



**13. PRODUCTIVITY MATRIX**

The Company currently has a Productivity Matrix that is designed to encourage and reward staff performance efforts. As of the 1st of July 2000, absenteeism will be included into the Matrix as an indicator of overall performance, and will be allocated a factor of 15.

**14. WORKERS COMPENSATION**

Workers Compensation entitlements will be in accordance with the *Workers Compensation Act 1987* and the *Workplace Injury Management Act 1998*.

**15. STAFFING LEVELS**

Nothing within this Agreement is intended to reduce the existing level of staff. Staffing levels will be monitored in accordance with the needs of the business, and positions advertised on an as-needs basis.

Any changes to staffing levels will be discussed with the site Consultative Committee prior to implementation of such change.

**16. CASUAL STAFF**

Casual staff will be appointed to supplement the needs of the business on an as-needs basis. It is anticipated that casual employees will be used for short periods of time only, to assist with peak production requirements or to cover absenteeism.

Prior to engaging casual staff, the Company where at all possible will discuss the need to use casuals. If due to the urgency of production requirements consultation is not possible, the basis for engagement of casuals will be discussed with the Consultative Committee at the earliest possible convenience afterwards.

Casual employees will be paid at the rate appropriate to the work performed, and receive a 20 percent casual loading in lieu of statutory and Award leave entitlements.

**17. DATE AND PERIOD OF OPERATION**

This agreement will operate from date of certification and apply until 31 December 2001.

**18. NO EXTRA CLAIMS**

The parties agree that no wage increases will be paid during the currency of this agreement, other than any increase specifically allowed under the terms of the agreement.





Signed for and on behalf of  
Dunlop Flooring

Ed Foster

Date:

12/04/00

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

[Signature]

Date:

12.4.00.

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## APPENDIX A

### (a) Annual Leave

- (i) Annual Leave will be broken up into a number of periods, with a minimum of 3 periods through the year with one break of at least 14 consecutive days (over Christmas period).
- (ii) Employee's can also apply for an extended Annual Leave to accommodate specific requirements i.e. going overseas for 6 weeks. In this case Annual Leave can be banked up to 6 weeks at the request of the employee and after agreement with employer.
- (iii) Pro-rata leave can also be taken under certain conditions, these being:-

Employee hardship i.e. long term sickness etc.

If required by the enterprise to close down the operation for a short period (after an agreement with Consultative Committee).

- (iv) Long term employees (over 2 years permanent service) may also be granted annual leave in advance. (2 weeks max) with managements consent.

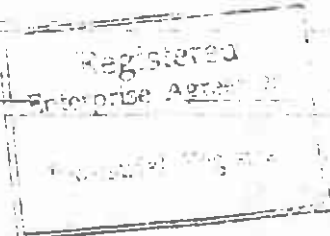
This provision is available for employees who may need to be absent from work for an extended period due to personal problems.

### (b) Sick Leave

At least 80 hours sick leave is to be accrued in a bank. Any hours in excess can be paid out at Christmas. If requested by an employee, excess hours can be added to the bank. (A maximum of 64 hours paid out).

### (c) Hours of Work

- (i) The span of day shift hours worked in accordance with this Agreement will be between 6.30 a.m. to 4.00 p.m. Monday to Friday.
- (iii) Any shift that finishes between the hours of 4:00pm and 12:30 am will be considered afternoon shift, and will attract a 15% shift allowance.
- (iii) Any shift that finishes between the hours of 12:30am and 6:30am will be considered night shift, and will attract a 30% shift allowance.
- (iv) Hours of work may be varied outside of the hours mentioned in Clause (C) (i) above with agreement between the parties. Normal Shift penalty rates will be paid.
- (v) Shift times may be changed by mutual agreement, and where applicable, shift penalties will be paid.



**(d) Flexi Days**

- (i) Posted Rostered Days Off are allocated to cater for seasonal fluctuations-in customer requirements i.e. none taken in December and the majority of days allotted in the first six months of the calendar year. Arrangements for Rostered Days Off will be finalised in consultation with the Consultative Committee and Team Leaders.
- (ii) After consultation and with staff agreement, the posted flexi day date may be changed to meet customer requirements with at least two days notice given of such change.
- (iii) These days can be banked up to a maximum of 8 days (up to 31<sup>st</sup> December 2000), and five days (from 1<sup>st</sup> January 2001) and taken singularly or as a continuous break after agreement with management.
- (iv) Employees at their own request and with managements consent can also have their banked RDO's paid out in ordinary time provided that a minimum of 2 days are retained in their bank.

**(e) Meal Breaks**

Meal breaks are as follows:-

**Day Shift**

- 15 minutes - crib break
- 25 minutes - lunch

**Afternoon Shift**

- 15 minutes - crib break (5 mins for starting at 3.25)
- 20 minutes - dinner

Meal breaks are to be taken at a time that suits work teams requirements i.e.

- (a) Lines are to be stopped for a break at most efficient times e.g. to allow for completion of batches;
- (b) Breaks can be taken at different times to suit team and business requirements

**(f) Continuous Improvement**

Employees agree to actively participate in the continuous improvement practices currently being undertaken at the site. These include.

- (i) Continuous Improvement Matrix
- (ii) In house multi-skilling schemes in production, maintenance and administration.
- (iii) Self directed work teams.