

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/52

TITLE: **Dunlop Foams (NSW) Enterprise Agreement 2004**

I.R.C. NO: IRC5/181

DATE APPROVED/COMMENCEMENT: 7 February 2005 / 7 February 2005

TERM: 20

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/49.

GAZETTAL REFERENCE: 18 March 2005

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Dunlop Flexible Foams, located at Lot 103 Frank Street Wetherill Park NSW 2164. who fall within the coverage of the Rubber Workers (State) Award.

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

DUNLOP FOAMS (NSW) ENTERPRISE AGREEMENT 2004

1. Title

This agreement shall be known as the Dunlop Foams (NSW) Enterprise Agreement 2004.

2. Arrangement

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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 supersedes the Dunlop Foams Enterprise Agreement 2002.

4. Application

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

5. Parties Bound

This agreement shall be binding upon:

Dunlop Foams, a division of Pacific Brands Household Products Pty. 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.

The National Union of Workers - New South Wales Branch.

6. Definitions

In this agreement:

"Agreement" means the Dunlop Foams (NSW) Enterprise Agreement 2004;

"Company" means Dunlop Foams 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 in force until 14 October 2006. The renegotiation of this agreement to commence after 14 August 2006

9. No Extra Claims

The parties to this agreement agree that up to the expiry date of this agreement:

- (a) The parties will not pursue any extra claims or changes to this agreement whether dealt with in the agreement or not, unless consistent with the principles of the NSW Industrial Relations Commission and the *Industrial Relations Act* 1996, including changes concerning National Standards with respect to working hours or leave entitlements.
- (b) The agreement covers all matters and is in full settlement of all claims.

10. Continuous Improvement Framework:

Objectives:

- (a) to improve productivity through enhanced flexibility and efficiency of employees;
- (b) to provide access for all employees to more fulfilling and rewarding jobs through skill acquisition, multi-skilling and removal of restrictive work practices; and

- (c) to introduce a manufacturing process which enhances concepts to facilitate the Company's competitiveness.

Continuous Improvement Committee (CIC):

- (a) the Parties Are Committed to Working for the Achievement of Productivity Improvements at the Dunlop Foams NSW Business. Various Employees at the Site Will Participate in the Consultative Processes Relative to Their Actual Work Area (Either as Work Groups Or as Part of a Continuous Improvement Committee) With the Objective of Improving Productivity. These Consultative Processes Will Support Measures that Will Make Positive Progress in the Key Performance Indicators (Kpi's) at the Site. the Areas Covered By Kpi's, May Include But Are Not Limited to:

Work quality

Wastage

Reliability

Cost effectiveness

Output

Time taken to complete tasks

Safety

Health and environment measures

Correct tool usage

Cost and

co-ordination of activities so as to minimise time on particular jobs.

These consultative processes will lead to reviewed targets for productivity improvements in the KPIs. The Company will prepare a timetable of fortnightly Meetings.

- (b) The parties to this Agreement shall be committed to a continuing process of enhancing efficiency and productivity and through the consultative process, the site will review its operation and implement efficiencies relevant to the business.

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.

Day Shift: 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)

‘Notwithstanding the above during the period of the Agreement the Continuous Improvement Committee (CIC) will discuss a more flexible span of hours for day and afternoon shift in order to better meet the demands of customers and the business.’ The changes in hours will be implemented with the agreement of the employees affected.

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

Day shift employees have 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 employees 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 by electronic funds transfer 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 safety & quality systems in accordance with relevant recognised systems or standards (AS/NZ, ISO or other).

17. Productivity Offsets

The NUW and employees agree that to the following productivity offsets

- a. Employees will remain on the job until the specified time for morning /afternoon tea break, and will return to work within 10 minutes of commencing the break.
- b. Employees will cease work at the specified mealtime and return to work within 30 minutes.
- c. Nominated employees will cease work 5 minutes before the end of shift for the purposes of cleaning the machines and immediate area.

These offsets mean that employees will pack and wash up in non-paid/working time.

Additional offsets developed by the Company and /or the CIC will be introduced during the life of the Agreement. The wages increases paid in this agreement are in part compensation for the above offsets and any others developed and no further compensation will be paid in this or subsequent Agreements for offsets developed during the period of this Agreement.

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

Off-cut and template selection and storage

Operation of bailing machine

Operation of crumbling and shredding machine

Operation of bull nose 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 stockinet

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

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

19. Wage Increase

Employees receive three pay Increases during the period of operation of this agreement calculated as follows:

4.5% increase effective from the first full pay period commencing on or after 14 October 2004.

2.0% increase effective from the first full pay period commencing on or after 14 April 2005

2.5% increase effective from the first full pay period commencing on or after 14 October 2005

Refer attachment A

20. Calculations under Parent Award

The weekly rates of this agreement shall be used for all purposes of the agreement and any applicable provisions of the Parent Award.

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 Foams at the Wetherill Park site wish to join or be represented by the National Union of Workers- New South Wales Branch, the company will 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 the Human Resources Manager
- (iv) The Industrial Commission of NSW 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.
- (vi) In order to allow for the peaceful resolution of grievances, work will proceed as normal during this period in accordance with the pre-dispute situation (the status-quo shall remain).

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.

24. Superannuation

The present agreement between the Company and the NUW regarding employee choice of LUCRF or Pacific Brands Superannuation Plan will continue for the life of the agreement.

Fund" - In this clause all references to "fund" shall mean the Labour Union Cooperative Retirement Fund (LUCRF) or the Pacific Brands Superannuation Plan and any successor fund that it supersedes.

At the time they join the company, employees will advise the company of their choice of fund

The employees have the option to change between these two nominated funds should they elect to do so. This can only be done once in any financial year.

25. Absenteeism

- (a) As all parties are aware and have acknowledged, the need to reduce absenteeism remains imperative to the achievement of real improvement in productivity and efficiency. All parties are committed to this objective.
- (b) The parties strive toward reduction in the level of absenteeism across the business.

The following measures will be introduced to support the achievement of the stated target:

The strict application of the provisions of the Company policy in regard to the requirements for doctors certificates and notification of absence.

Counselling of employees and utilisation of the appropriate discipline processes where absenteeism remains unacceptable

26. Sick Leave - Single Day Absences

Subject to the provisions of Clause 27 of the award, employees shall be paid sick leave in respect of four single day absences without the requirement of a medical certificate in any year on notification to the employer within agreed timeframes that the employee is absent from work due to personal illness necessitating such absence.

27. Casual Employees

A casual employee is an employee who is engaged in relieving work or work of a casual, irregular or intermittent nature. A casual employee for working agreed time shall be paid 1/38th of the weekly EBA rate for the relevant classification/wage band plus a loading of 15%.

The maximum continuous period of employment for casual employees shall be 18 weeks and thereafter may be extended by agreement with the relevant union.

28. Contractors/Labour Hire Employees

Labour hire/contractors, who are employed in classifications covered by this agreement, shall be employed on terms and conditions which are no less favourable than the prevailing terms as covered under this EBA.

29. Trade Union Training/Meeting Leave

Two union delegates or elected workplace representatives will be granted up to a maximum of five days leave with pay each calendar year, non cumulative, to attend bona fide meetings and courses conducted by the NUW, which are designed to promote good industrial relations and industrial efficiency within the industry.

The application to the employer must be in writing at least 14 days prior to the training program and include the nature, content, and duration of the course to be attended.

Each employee on trade union training leave shall be paid all ordinary time agreement earnings, which means the classification rate, superannuation and shift loading which otherwise would have been payable. Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

30. Transmission of Business

Notwithstanding the provisions of the Rubber Workers (State) Award with respect to Transmission of Business- where the Company had made a definite decision to transmit the business or part of the business, the Company shall:

- (a) Notify the employees affected and the Union that represents them of the proposed changes; and
- (b) Discuss with the employees affected and the Union that represents them the effect of the transmission of business.

The discussion will commence as soon as practicable after a definite decision has been made by the company to transmit the business or part of the business.

For the purpose of the discussion, the company shall provide in writing the name of the Organisation that is acquiring the business or part of the business, provided the Company shall not be required to disclose confidential information the disclosure of which would be inimical to the company's interests.

This agreement shall apply to any successor, assignee or transferee of all or any of the work

31. Redundancy

1. The provisions of this agreement will apply where the company terminates the employment of an employee because the company no longer requires the job which the employee has been doing or has been done by any person with the exception of:

termination of employment arising from the ordinary and customary turnover of labour; and
transmission of business or part of a business.

2. This redundancy agreement applies to employees covered by this agreement except for.

Casual or temporary employees as defined by this agreement;

Probationary employees;

Apprentices; and

Independent contractors.

3. This redundancy agreement shall not apply where an employee's employment is terminated due to:

Resignation;

Dismissal due to conduct, capacity or performance;

Abandonment of employment;

Expiration of a fixed term contract, or completion of a specified project/task or tasks;

Death; and

Ill Health

Severance Pay

Three (3) weeks pay for each completed year or part thereof with respect to completed months of service up to a maximum of 52 weeks.

"Weeks pay" means the base rate of pay for the employee concerned and shall include shift penalties for employees receiving permanent shift allowance.

Pro-rata of the above shall be paid for those employees with less than one (1) year of service.

"Compulsory Redundancy" applies when changes imposed by the company result in an employee's position no longer existing and where no suitable comparable alternative position is available.

"Voluntary Redundancy" means the voluntary offer and acceptance of a redundancy package by a person who otherwise may not have been made compulsorily redundant.

Voluntary redundancies do not apply to a circumstance of relocation.

Note: The parties agree that relocation to a near by premise is not considered a relocation for the purposes of this agreement and therefore does not entitle the employee to a redundancy package.

Long Service Leave

Pro-rata long service leave payments shall apply to employees with five (5) years or more continuous service.

Accumulated Sick Leave

Sick leave pay-out be phased in using length of service:

For employees with up to four years of service: 20%

For employees with four years or more service but less than eight years: 40%

For employees with eight years or more service but less than twelve years: 80%

For employees with twelve years or more service: 100%.

"Voluntary Redundancy" means the voluntary offer and acceptance of a redundancy package by a person who otherwise may not have been made compulsorily redundant.

Voluntary redundancies do not apply to a circumstance of relocation.

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For employees with eight years or more service but less than twelve years: 80%

For employees with twelve years or more service: 100%.

Other Provisions

All other provisions not covered by this agreement shall be as per the Rubber Workers (State) Award.

Notwithstanding the provisions of the Rubber Workers (State) Award, "Transmission of Business" does not in itself create an entitlement to redundancy provisions of this agreement.

However if as a result of or in conjunction with transmission of business an employee is made redundant the redundancy provision of this agreement apply.

Signed for and on behalf of:
The National Union of Workers

Date: _____

Signed for and on behalf of:
The National Union of Workers

Date: _____

ATTACHMENT A.

Rates of pay applicable from the first full pay period commencing on or after 14th October 2004.

Level:	MP1	\$574.68
	MP2a	\$600.79
	MP2b	\$616.53
	MP3a	\$636.34
	MP3b	\$652.07
	MP4a	\$669.23
	MP4b	\$684.97
	MP5a	\$700.91
	MP5b	\$719.11

Rates of pay applicable from the first full pay period commencing on or after 14th April 2005.

Level:	MP1	\$586.17
	MP2a	\$612.81
	MP2b	\$628.86
	MP3a	\$649.07
	MP3b	\$665.11
	MP4a	\$682.61
	MP4b	\$698.67
	MP5a	\$714.93
	MP5b	\$733.49

Rates of pay applicable from the first full pay period commencing on or after 14th October 2005.

Level:	MP1	\$600.82
	MP2a	\$628.13
	MP2b	\$644.58
	MP3a	\$665.30
	MP3b	\$681.74
	MP4a	\$699.68
	MP4b	\$716.13
	MP5a	\$732.80
	MP5b	\$751.83