

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/216

**TITLE: Rema Industries and Services Pty Ltd - National Union of Workers
NSW Branch Agreement 1998**

I.R.C. NO: 99/4014

DATE APPROVED/COMMENCEMENT: 17 August 1999 and commenced 30 September 1998

TERM: Expires 30 September 2000

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of the company and contract labour engaged at the site who are covered by the Plastic Moulding (State) Award and the Storemen and Packers, General (State) Award

PARTIES: Rema Industries & Services Pty Ltd -&- National Union of Workers, New South Wales Branch

**REMA INDUSTRIES AND SERVICES PTY LIMITED -
NATIONAL UNION OF WORKERS NSW BRANCH AGREEMENT 1998**

1. PARTIES

The parties to this agreement are Rema Industries and Services Pty Ltd., 215 North Rocks Road North Rocks NSW 2151 (the company) and the National Union of Workers, NSW Branch (the union).

2. APPLICATION

This agreement shall apply to the employees of the company and contract labour engaged at the site who are covered by the Plastic Moulding (State) Award and the Storemen and Packers, General (State) Award (the parent awards).

3. PERIOD OF OPERATION

On approval by the New South Wales Industrial Relations Commission, this agreement shall operate from 30th September 1998 to 30th September 2000.

4. RELATIONSHIP TO PARENT AWARDS

This agreement sets some of the conditions of employment of employees of the company. The parent awards regulate conditions of employment not dealt with by this agreement. Where there is an inconsistency between this agreement and the parent awards, this agreement shall apply.

5. POSTING OF AGREEMENT

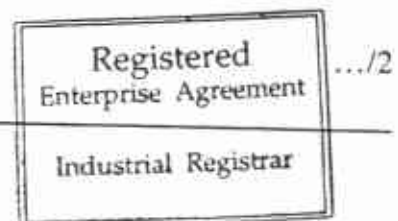
A copy of this agreement and the parent awards will be exhibited in the employee meal room.

6. SAVINGS CLAUSE

No employee will suffer a reduction in entitlements, award or over award as a result of implementing this agreement.

7. CONSULTATION

The parties will hold regular discussions on workplace issues with a view to improving workplace productivity and providing a satisfying work environment for workers.



A Consultative Committee will be established to facilitate this - see Attachment "A".

8. RENEGOTIATION OF AGREEMENT

The parties will commence negotiations for a new collective agreement to succeed this agreement, at least one month prior to the end of the nominal term of this agreement.

9. DISPUTES

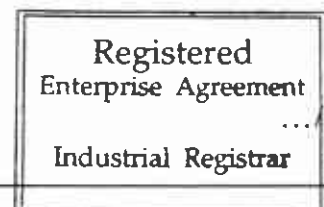
- (i) An employee with a grievance at first instant shall refer to their immediate management. It is the employee's right to request for the union delegate to be present.
- (ii) Failing settlement at this level, the delegate or an individual employee shall refer the matter to the Production Manager.
- (iii) Failing settlement at this level, the delegate shall refer the grievance to the Union representative who will discuss the matter with the Company.
- (iv) All efforts will be made by the company and the Union representative to settle the matter. Failing settlement the Union representative shall refer the dispute to the Union secretary and the Company shall refer the dispute to its highest authority.
- (v) During the discussions, the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (vi) Either party shall have the right to notify the dispute to the Industrial Registrar.

10. WAGE INCREASE

The wages of all employees will be increased by 4% effective from the date of in principle agreement by the parties.

On 30th September 1999 a second 4% wage increase will be applied.

The minimum wage rates applicable under this agreement are as follows:



Job Description	Current Rate	On Agreement	30th September 1999
Process Worker	\$402.80	\$418.91	\$435.67
General Hand	\$424.12	\$441.08	\$458.73
Packer	\$427.70	\$444.81	\$462.60
Storeman	\$440.72	\$458.35	\$476.68
Storeman/Driver	\$460.85	\$479.28	\$498.46
L1 Foam Operator	\$447.68	\$465.59	\$484.21
L2 Foam Operator	\$525.86	\$546.89	\$568.77
L1 Extruder Operator	\$496.94	\$516.82	\$537.49
L2 Extruder Operator	\$537.64	\$559.15	\$581.51

11. AGREED MATTERS

11.1 Hours of Work

Current hours of work to be varied to provide a 5 day night shift starting at 11.00 pm. Sunday to be implemented as follows:

- * Four (4) operators & four (4) process workers needed
- * volunteers will be sought
- * Five (5) day Sunday workers to receive an extra week's leave (plus loading)
- * Proposed start date of these arrangements will be 3 months from start of agreement provided that enough staff are available. If this is not possible the parties will confer and refer the matter to the NSW Industrial Relations Commission if necessary, in accordance with the disputes procedure.

11.2 Extra Permanent Employees

Three (3) night shift casual workers will be made permanent as discussed. Conversion of additional casuals to permanent status will be reviewed by 30th September 1999.



11.3 Seniority

New positions will be filled on the basis of seniority.

11.4 Contracting Out

It is not the intention of the company to contract out work currently done by NUW members. This will only occur after discussions with the NUW and will be avoided if possible.

11.5 Tea Breaks

There will be a rostered morning tea break of ten (10) minutes. In the afternoon, employees shall receive extra paid break(s) totalling no more than ten (10) minutes provided that their work area is covered by a work mate. Refreshments will be allowed on the line provided they are contained in bottles with a resealable cap. This will only be allowed if safety standards are met.

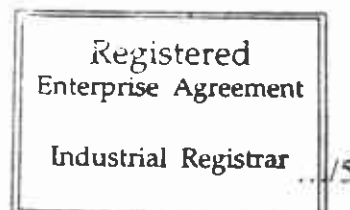
11.6 Protective Clothing

Where protective clothing is required for a position, a permanent employee allotted to the position will receive a personal issue of clothing for their own use.

11.7 Union Membership

Union delegate shall receive five (5) days' paid leave per annum to attend NUW delegates meetings and training.

The company will deduct membership fees from the wages of employees and remit these to the union regularly.



12. **ENDORSEMENT**

The signatories below endorse and accept the agreement on behalf of the parties they represent:

Signed for and on behalf of
Rema Industries and Services Pty Limited

E. H. Watson
.....

Date *23-6-99.*

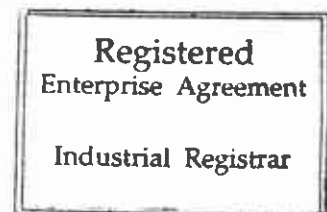
ED. WHATSON. M.D.
.....

Signed by Frank Belan, State Secretary
National Union of Workers NSW Branch

F. Belan
.....

Date *13-7-99.*

FRANK BELAN,
.....
O.A.M.



Joint Consultative Committee Agreement

The National Union of Workers, NSW Branch, ('the union') and ('the employer') have agreed to establish a Joint Consultative Committee. The operation and structure of the committee will follow the guidelines below:

1. Name

The name of the committee is the Joint Consultative Committee ('the committee').

2. Aim of the Committee

The aim of the committee is to enable/ensure employees, through their union representatives, are consulted by management before decisions are made.

3. Function

The committee is the forum for communication between the parties and consultation about change in the workplace.

In considering matters the committee will endeavour to reach agreement by consensus. Decisions made by the committee will go to the employer as recommendations. Some decisions will need to be taken to employees for endorsement before they become recommendations.

4. Structure/Membership

The committee will consist of:

- 4.1(number) management representatives appointed by the employer.
- 4.2(number) union representatives appointed by the union after elections held at the workplace.
- 4.3 Union officials.
- 4.4 A committee secretary appointed by the employer.
- 4.5 Others by invitation of the committee.

5. Committee Secretary

The Committee Secretary will: take minutes of the meeting and circulate them; prepare and circulate the agenda; convene special meetings; and, attend to necessary administrative arrangements (such as ensuring availability of committee members, booking meeting rooms, tea, coffee, etc.).

The Committee Secretary is attached to the committee for administrative purposes and will not be involved in the decision making of the committee.

6. Chairperson

The chair shall rotate each meeting between a nominee of the union representatives and a nominee of the management representatives.

7. Meetings

The committee will meet regularly at (time) on (day, eg. the first Tuesday of..) each month. A special meeting will be called whenever requested by a member of the committee.

Timing of meetings will allow for union/management representatives to meet separately before the meeting (caucus) and for report back to employees after the meeting (report back).

Time spent at caucus, attendance at meetings and reporting back will be considered time worked.

7. Agenda

The Committee Secretary will prepare the agenda. All committee members can submit agenda items. The agenda is to be issued 5 working days before the meeting. Appropriate information is to be supplied with each agenda item.

Matters raised without notice (ie. non-agenda items) will be deferred to the next meeting.

8. Minutes

The Committee Secretary shall prepare draft minutes of the meeting. The minutes will record: persons attending; summary of decisions made; time frame for implementing decision; if consensus not reached on decision, alternatives proposed; and, time frame to consider deferred decisions.

The draft minutes will be checked and corrected by a nominated union and management representative who will informally agree that the minutes are correct before they are distributed.

Copies of the minutes will be issued to all Committee Members, the Union Office and Workplace Notice Boards within 10 working days of a meeting.

9. Resources

To enable the committee to properly function, all committee members will be allowed: time off during normal working hours to prepare for meetings, consult employees, caucus and report back; and, access to facilities such as meeting rooms, telephone, photocopier and secretarial support.

10. Training

All committee members will receive training to ensure they can properly contribute to the function of the committee.

11. Review of this Agreement

This agreement and will be subject to review at the request of either of the parties and, in any event, the agreement will be reviewed 12 months from the date of signing.

Signed:

.....
Union

.....
Management

.....
Date

Registered Enterprise Agreement
Industrial Registrar