

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/339

TITLE: **Dunlop Bedding (NSW) Enterprise Bargaining Agreement
2005**

I.R.C. NO: IRC5/5061

DATE APPROVED/COMMENCEMENT: 5 October 2005 / 4 June 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/252.

GAZETTAL REFERENCE: 30 December 2005

DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Pacific Brands Home Comfort Group t/as (Dunlop Bedding), located at 28, Scrivener Street Warwick Farm, 2170, who fall with the coverage of the following awards: Furniture and Furnishing Trades (State) Award, Storemen and Packers, General (State) Award.

PARTIES: Pacific Brands Home Comfort Group (Dunlop Bedding) -&- the National Union of Workers, New South Wales Branch

Enterprise Bargaining Agreement

between

Pacific Brands Household Products Pty Ltd
trading as Dunlop Bedding NSW

&

Employees

&

National Union of Workers
NSW Branch

2005-2007

1. TITLE

This agreement shall be known as Dunlop Bedding (NSW) Enterprise Bargaining Agreement 2005.

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PART 1 – WORK RELATED ISSUES

1. COMMITMENTS

The parties are committed to working together within the consultative framework to achieve real, demonstrable gains in productivity. The parties agree this Agreement constitutes an ongoing process

of continuous performance improvement to ensure the viability of the business making the enterprise more competitive nationally and internationally.

The parties are committed to continuing to improve consultation and the quality of work life of the enterprise and providing the workers with more varied, skilled, fulfilling and better paid jobs.

Changes continue to be required from many employees at all levels as a result of this agreement. The parties recognise that such improvement will be achieved through the joint efforts of employees and management.

Together, the parties will continue to review, develop and implement measures to achieve continuous performance improvement.

The parties agree the productivity improvements shall not be implemented at the expense of Health and Safety Standards.

2. OBJECTIVES

The objective of this agreement is to develop a continual improvement focus in all areas of Pacific Brands Household Products Pty. Ltd trading as Dunlop Bedding (after hereafter referred to as Dunlop Bedding) so as to be a viable operation in a competitive market and for the business to be responsive to customer needs with timely, quality product, efficiently produced and delivered.

The parties agree that the objectives are based on participation, teamwork, trust, developing responsibilities and to achieve real improvements. The parties will meet the objectives by:

- a. Working flexibly to minimise the effects of fluctuating levels of demand on costs and job security;
- b. Training to broaden existing skills and develop new ones to provide better, more satisfying jobs, access to career advancement and the ability to work across different jobs, subject only to restrictions imposed by the level of training and statutory requirements;
- c. Empowering employees to allow them to assume greater responsibility for their work and its quality;
- d. Establishing and maintaining consultative and participative processes that encourage all employees and management to deal with barriers affecting productivity ; and
- e. Continuing the development of a sense of teamwork across the site that leads to improvement in productivity issues such as cost, quality, work organisation, product delivery and training.

3. EQUAL EMPLOYMENT OPPORTUNITY & DISCRIMINATION

3.1 The parties recognise that all employees have the right to a productive harassment free and fulfilling working life.

The parties further recognise that discrimination in its various forms, may prevent workers from participating fully in the operations of the enterprise.

Accordingly, the parties agree that any form of discrimination on the basis of sex, sexuality, race, political or religious beliefs, age, union activity or membership or any other form of discrimination as pertained in the Industrial Relations Act 1996 will not be tolerated in the workplace.

3.2 The parties shall abide by all applicable State and Federal laws relating to equal opportunity and protection from discrimination.

- 3.3 Discrimination practises include sexual harassment.
- 3.4 The clause shall operate to ensure the interests of all employees. In particular the interests of women, employees from non-English speaking backgrounds and young persons are to be taken into account in the Implementation of this Agreement.

4. MEASURES TO IMPROVE PRODUCTIVITY

The parties agree to implement the following:

(a) Rostered Days Off (RDO's)

- (i) To allow greater flexibility in the taking of Rostered Days Off, and to maximise customer service, RDO's may be banked. Notice of taking an RDO shall be no later than three (3) days prior to the RDO falling due, or by mutual agreement between the employees concerned and management.
- (ii) Only in cases of genuine personal need shall an employee seek to decline to work on a scheduled RDO that is being banked.
- (iii) Rostered Days Off may be banked to a maximum of five (5) days.
- (iv) In the case of poor order intake, management may require banked RDO's to be taken. In such cases, at least two (2) clear days notice shall be given to employees. Notice prior to 10:00a.m. shall constitute a full clear day.
- (v) Nothing in this clause enables the Company to require an employee to take an RDO on a Tuesday, Wednesday or Thursday, unless preceded by a day of Annual Leave, Public Holiday or another RDO unless otherwise agreed by the parties or individual employees.
- (vi) Employees, on an exceptional needs basis only, shall be able to seek Management agreement to take banked RDO's. Such consent shall not be unreasonably withheld.
- (vii) Banked RDO's must be taken within twelve (12) months of banking.
- (viii) RDO's to be scheduled at least one month prior to the date of the RDO.

(b) Managing Annual Leave

To allow greater flexibility in taking Annual Leave in order to maximise customer service, the following provisions shall apply:

- (i) To ensure an acceptable level of customer service is maintained at all times, the business must remain open during the traditional Christmas period.
- (ii) The critical period that requires capacity increase is from the third week in December to the end of the second week in January.
- (iii) The Company shall seek to identify as closely as possible, by the end of September its labour requirements for the period in question.
- (iv) Having done so, the company shall seek to fill its labour requirements through calling for appropriately skilled employee volunteers.
- (v) However, in the event that such a process fails to deliver the required labour, then individuals will be approached to work over the Christmas period.

- (vi) Unless exceptional personal circumstances apply which would prevent an employee from working as requested, then such an employee shall be obliged to work.
- (vii) Where employees are so required to work over the Christmas period, then the taking of comparable Annual Leave shall be at the discretion of the employee, unless exceptional circumstances apply in the business and the taking of such leave would adversely affect customer service.
- (viii) The taking of postponed Annual Leave taken in accordance with this arrangement must be arranged in a manner which is conditional that, at all times, management must maintain a viable manufacturing operation.
- (ix) To cope with periods of poor order intake at any time during the year, the Company may use up to one (1) week of each employee's Annual Leave to be scheduled in lots of one to five (5) days, in accordance with the method described in sub-clause (b), paragraph (iv) and (v) above.
- (x) Annual Leave Plan. Once the labour requirement for the Christmas period is known, each employee will be required to present dates for their planned annual leave for the following year. Each employee shall be required to take at least twenty (20) days annual leave for the year. Respective production coordinators shall work with Team Leaders to ensure that there is sufficient labour to maintain section work activities.
- (xi) Employees will ensure systems for job rotation and multi-skilling are in place to enable staff to take annual leave with appropriate coverage during period/s

(c) Shift Work Hours

During the term of this Agreement, the parties undertake to introduce extended shift operations, as agreed, including ten (10) hour shifts. Subject to consultation with employees and their unions.

Shift Roster Changes

- A) The Company may change employees' shift to day, Afternoon or Night Shift to meet its business requirements. Employees will be given one week's notice of the change in shift under normal circumstances or 24 hours notice where it is a short-term arrangement to meet immediate staff shortages.
- B) Should the Company agree to allow an employee to move to work shift work for a short duration (less than 4 weeks) without a replacement, then during this period the Company shall not be required to pay the higher shift penalty. Under this arrangement there will be no additional cost to the Company.

(d) Casual Employment \Contract Labour

The company will advise the labour hire agency supplying casual labour of current rates of pay and also advise the agency to deduct the appropriate union membership contribution rate if so requested by the employee.

Casuals can be engaged up to sixteen (16) weeks on the same hours as full time employees

(e) Meal Break/Rest Breaks

- (i) The actual time at which work is to commence and finish and the times of meal breaks/rest breaks shall be fixed by the employer, and once fixed will not be altered unless one (1) week's clear notice to the worker is given, provided that such one (1) week's notice shall not be required if any change of hours and/or the time of meal breaks is by mutual agreement between the employer and worker.

- (ii) The ordinary hours and meal breaks may vary from worker to worker and from section to section within the enterprise, with the agreement of the majority of workers concerned.
- (iii) A paid rest break of twelve (12) minutes shall be taken for morning tea.

(f) Sick Leave

- (i) All part or full time workers who are absent from work on account of personal illness or on account of injury by accident, arising out of and in the course of employment (not being illness or injury arising from worker's misconduct) other than that covered by workers compensation shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations.
- (ii) Where practicable, the worker shall within two (2) hours of the commencement of such absence inform the employer of the inability to attend for duty and as far as practicable state the nature of the injury or illness and the estimated duration of the absence. Afternoon and night shift employees are requested where practicable to advise before commencement of their shift
- (iii) A worker shall produce a medical certificate or prove to the satisfaction of the employer (or in the event of a dispute, to the Australia Industrial Relations Commission) that the worker was unable to attend for duty on the day or days for which sick leave is claimed.
- (iv) Calculation of Sick Leave During the first year of employment with an employer, a worker is entitled to:
 - 9.5 hours during the first three months
 - 9.5 hours during the second three months
 - 9.5 hours during the third three months
 - 9.5 hours during the fourth three months
- (v) Provided that the payment for unaccrued sick leave taken during each of the three month periods prescribed in this subclause shall be paid at the end of each period upon the completion of that amount of service. From the second year of continuous service with that employer, such a worker shall on commencement of each anniversary of employment be entitled to sick leave of seventy six (76) hours per year.
- (vi) Accrual of Untaken Sick Leave The rights under this clause shall accumulate from year to year (in accordance with the Award) so long as the employment continues with the employer so that sick leave shall be allowed by the employer subject to the conditions of this clause in a subsequent year of employment.
- (vii) Any rights of accrual shall be available to the worker for a period of four (4) years, but no longer, from the end of the year they accrued.
- (viii) Sick on Holiday or Rostered Day Off Where a worker is sick on a holiday or rostered day off, the worker shall not be entitled to sick pay nor shall the worker's sick pay entitlement be reduced as a result of the worker's sickness.
- (ix) Sick Leave Payout To the extent that any part of the first seven (7) days of accrued sick leave (not including any sick leave that may have accrued from any previous years of service) is not used in any one (1) year of service by the employee, an equivalent payment shall be made to the employee at years end, which shall be sufficient to discharge the employer's liability to the employee for sick leave payment for such period at the employees request. Provided that if any employee under the provisions of this clause is entitled to ten (10) days paid sick leave in a year of service, no payment for sick leave not taken as such shall be made in respect of the later three (3) days.

Payout is at the discretion of the employee and the employer will post a notice of intention to payout sick leave in December so that those who wish not to be paid out can advise management accordingly.

(x) If any employee:-

After one (1) month's continuous service in the employee's first qualifying twelve (12) monthly period with the employer, lawfully leaves the employment of the employer or his/her employment is terminated by the employer through no fault of the employee; or

After twelve (12) months continuous service with the employer, leaves the employment of the employer or his/her employment is terminated by the employer, the employee shall be paid for any sick leave accrued (in respect only of the year of service wherein termination occurs) and not taken up to the first seven (7) days in respect of service wherein termination occurs.

(g) Payroll Deductions

The company agrees to continue the practice of deducting union membership contributions from employees' pay where they authorise such action.

(h) Hours of Work

(i) The parties agree to the introduction of flexible start and finish times and staggered meal breaks for different parts of the factory depending on the business requirements.

Employees on day shift will work ordinary hours between the hours of 5.00am and 6.00pm Monday to Friday depending on the business and customer requirements. Afternoon and Night Shift hours will be as per the Award
Ordinary hours may be arranged to commence early or late by arrangement in order to meet business requirements-

(ii) The arrangement contemplated above will incorporate the following:

- Overtime payments will commence after the completion of the an 8 hour shift or 7.6 hour shift.
- Ordinary hours for day shift shall be worked between 5.00am and 6.00pm, and afternoon and night shift in accordance with the Award, Monday to Friday in one of the following manners:
 - ⇒ 38 hours within a regular work cycle not exceeding seven (7) consecutive days; or
 - ⇒ 76 hours within a regular work cycle not exceeding fourteen (14) consecutive days; or
 - ⇒ 114 hours within a regular work cycle not exceeding twenty one (21) consecutive days; or
 - ⇒ 152 hours within a regular work cycle not exceeding twenty eight (28) consecutive days; or
 - ⇒ and such other work cycle as may be agreed to by the employer and the majority of workers concerned.

The actual time at which the work is to commence and finish shall be fixed by the employer and once fixed will not be altered unless one (1) weeks clear notice to the worker is given. Provided that such one (1) weeks notice shall not be required if any change of hours is to meet urgent customer requirements or by mutual agreement between the employer and the employee or employees.

- (iv) The ordinary hours of work may vary from employee to employee and from section to section within the enterprise, with the agreement of the employee or the majority of employees concerned.

(i) Best Practice

- (i) The parties commit to the seeking out and implementation of Work Practices and arrangements identified as Best Practice.
- (ii) Implementation of Best Practice initiatives shall be achieved through joint consultative or Team based Committees at each site.
- (iii) These Committees will also monitor Key Performance Indicators in areas such as Customers Service, Productivity, Quality, Wastage and Occupational Health and Safety.
- (iv) The Parties agree that the introduction and implementation of Best Practice concepts shall be undertaken within structures and procedures as agreed between them.

(j) Classification Structure

- (i) The classification structure will continue to be developed to encourage employees to increase their range and level of skills to assist the company to manufacture efficiently and with a high level of quality. Employees may be directed to carry out such duties and use such manufacturing machines and mobile and material handling equipment within the employee's competence, consistent with the company's responsibility to provide a healthy and safe working environment, provided such duties are not designed to promote de-skilling. Subject to the necessary supervision, employees may be required to assist other employees, work in groups or work alone. The skills Matrix will be maintained and continually developed in accordance with the process outlined above.
- (ii) Job Analysis and Skills Audit An ongoing job analysis and skills audit of employees will be undertaken as required to determine skills levels and requirements within the company. The results of this process will highlight areas for better utilisation of existing skills and areas that need skills improvement. The job analysis for all positions will ensure that all employees are correctly classified under the appropriate award.
- (iii) Subject to the needs of production, employees shall continue to be provided with a structured program of training which will enable them to perform the range of duties embraced in the employees' classification level. Employees shall not unreasonably refuse to undertake or provide training within a classification level.
- (iv) Subject to the needs of production, employees shall continue to be provided with the opportunity to participate and rotate in a structured program of training to allow the acquisition of skills required of the next higher level. Employees shall be reviewed for progress in skills acquisition each six (6) months.
- (v) Where an employee is undertaking training or completed any training as referred to at sub-clauses(iii) and (iv) above, the employee will not be progressed to the next higher level of classification unless a vacancy of such level exists and such employee has been selected to fill the role.

(k) Employment

The Company undertakes that, for the Term of this Agreement, no employee will be made redundant as a result of the implementation of the Agreement.

(l) Cultural significant days

It is recognised that the work force is diverse in nationality and background. As a consequence there are important cultural days in the calendar when employees wish to take time off.

The parties will work together to ensure that sufficient skilled staff will be present on the particular day in order for the business to meet its targets.

The Company at its discretion may choose to utilise an RDO or Annual Leave day.

(m) Employee Entitlement Protection Scheme.

Both parties agree to give further consideration to a scheme designed to protect the leave and redundancy entitlements of employees.

(n) Housekeeping/Cleaning Program

Employees will continue to participate in a flexible cleaning and housekeeping program with shared responsibilities. The program will vary according to timing, individual work areas and business needs and will be managed by the Supervisors/Managers in consultation with the Occupational Health and Safety Committee.

(o) Part-Time Employees

Part-time employees who work outside their regular pattern of hours shall be paid at the ordinary rate of pay. Overtime rates shall only apply where the ordinary working hours Monday to Friday exceed 8 hours or 7.6 hours per day/shift or 38 hours per week

5. IMPLEMENTATION PLAN

It is agreed the skill-based structure will continue to contribute to the improved productivity, efficiency and flexibility within the enterprise by:

- Broadening the skill base;
- Enabling employees to work flexibly between comparable work stations and perform work peripheral to their main task
- Employees shall carry out work to the full capacity of their training, skill and competence consistent with the new structure provided such duties do not result in de-skilling

The parties agree to continue to improve and upgrade the skills of the workforce.

6. WAGE INCREASES:

The parties agree to the wage increases as detailed in Appendix C.

7. BEREAVEMENT LEAVE:

During the life of this agreement employees may access up to three (3) days bereavement leave per year to be used in accordance with Clause 30 of the Award. This includes death outside Australia, provided the employee attends the funeral and provides evidence of travel and funeral dates.

8. CONTINUOUS IMPROVEMENT STRUCTURE:

The parties to this Agreement shall observe the Continuous Improvement Committee Constitution set out in Appendix A of this agreement in relation to consultation.

PART 2 – TECHNICAL CLAUSES:

9. APPLICATION AND INCIDENCE OF AGREEMENT

This Agreement shall apply to Pacific Brands Household Products Pty. Ltd trading as Dunlop Bedding at its premises at 28 Scrivener Street Warwick Farm, 2170 NSW. In respect of all its employees performing work within the scope of the Furnishing Industries National Award 2003, Storeman and Packers General (State) Award or Awards made success or thereto.

10. PARTIES BOUND

This Agreement shall be binding upon Pacific Brands Household Products Pty. Ltd trading as Dunlop Bedding, its directors, employees and the Construction, Forestry, Mining and Energy Union - Forestry, Furnishing, Building Products and Manufacturing Division, NSW Division Branch and National Union of Workers in respect of all work performed at the aforementioned business which is within the scope of the Furnishing Industry National Award 2003, Storeman and Packers General (State) or other Awards made success or thereto.

11. LIFE OF THE AGREEMENT

This Agreement is for two (2) years from 4 June 2005 to 4 June 2007.

By no later than two (2) calendar months prior to the expiry of this Agreement, the parties undertake to formally review its performance to negotiate a further agreement.

12. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Storemen and Packers General (State) Award provided that to the extent of any inconsistency between the Award and this Agreement, the latter will prevail.

13. SINGLE BARGAINING UNIT

The parties named within the Agreement constitute a single bargaining unit for the purpose of negotiating and implementing the terms of this Agreement. The form and operation of this single bargaining unit will be subject to this Agreement.

14. NATIONAL STANDARDS

This Agreement shall not operate so as to cause any employee to suffer a reduction in ordinary time earnings or in national standards, such as national standard hours of work (38); annual leave or long service leave or any other standard established by the Industrial Relations Commission of NSW (IRC).

Any new standard established by the IRC shall automatically be incorporated into this Agreement.

15. NO EXTRA CLAIMS

The parties undertake not to pursue any extra claims including National wage case decisions or changes to conditions of employment or any other matters related to the employment of employees, whether dealt with in the agreement or not, during the period of operation of this agreement, not withstanding those alluded to as clause 14 of this agreement.

16. RIGHT OF ENTRY

Accredited union officials shall have Right of Entry to any place or any premises where the company is undertaking work for the purpose of interviewing employees, checking on wage rates, award/agreement breaches, or safety conditions or regulations or any other matter as specified in the

Industrial Relations Act 1996. Upon arrival on site the accredited Union representative will notify relevant Company personnel available of their presence and comply with site visitor guidelines and policy. Nothing in this Clause shall be contrary to law.

17. AVOIDANCE OF INDUSTRIAL DISPUTES PROCEDURE

- a. Agreement is to eliminate disputes, which result in stoppages, bans or limitations. It is agreed that the parties to this Agreement shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.
- b. The parties further agree that subject to the provision of the Industrial Relations Act 1996 as amended, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:
 - (i) Any grievance or dispute that arises shall, where possible, be settled by discussion on the job between the employee and the supervisor
 - (ii) If the matter is not resolved at this level, the matter will be further discussed between the affected employee, union delegate, supervisor and appropriate manager
 - (iii) If no agreement is reached, the relevant union organiser and delegate will discuss the matter with the manager
 - (iv) If no agreement is reached, the matter will be referred to the Union Secretary, who will discuss it with the company's nominated Industrial Relations Representative
 - (v) Should the matter still not be resolved, one or both the parties may refer it to the Industrial Relations Commission of NSW for settlement
 - (vi) Whilst the foregoing procedure is being followed, work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.
 - (vii) During the discussion 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.

18. SUPERANNUATION

The present agreement between the Company and the CMFEU /NUW regarding employee choice of FIRST Superannuation or Pacific Brands Superannuation membership will continue for the life of the agreement.

Fund" - In this clause all references to "fund" shall mean the FIRST Superannuation Fund or the Pacific Brands Superannuation Plan.

At the time they join the company, employees will advise the company of their choice of fund. The company shall provide all new employees with comprehensive information on each of the above two (2) funds to enable the employee to make an informed decision as to their choice of fund.

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

SIGNATORIES:

For and On Behalf of
Pacific Brands Household Products Pty. Ltd.
Trading as Dunlop Bedding

Dated: _____

For and On Behalf of
National Union of Workers
NSW Branch

Dated: _____

APPENDIX A

CONTINUOUS IMPROVEMENT COMMITTEE CONSTITUTION

FRAMEWORK

1. OBJECTIVES:

- to improve productivity through enhanced flexibility and efficiency of employees;
- to provide access for all employees to more fulfilling and rewarding jobs through skill acquisition, multi-skilling and removal of restrictive work practices; and
- To introduce a manufacturing process which enhances concepts to facilitate the Company's' competitiveness.

2. CONTINUOUS IMPROVEMENT COMMITTEE

(a) The parties are committed to working for the achievement of productivity improvements at the Pacific Brands Household Products Pty. Ltd. trading as Dunlop Bedding 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.

- Introduction of New Technology
- Changing Work Practices
- Training
- Advancement Opportunities and Career Path Structures
- Company Performance
- Productivity
- Quality Improvement, Control and Accreditation
- Work Environment
- External Environment
- Amenities
- Customer Service
- Absenteeism

These consultative processes will lead to reviewed targets for productivity improvements in the KPI's. The Company will prepare a timetable of monthly meetings for the first twelve (12) months with the first meeting scheduled in August 2003.

- (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.

3. MEMBERSHIP AND PROCEDURES

A review of the CIC membership and procedures was undertaken during the previous Agreement and the following are the revised guidelines -

- CIC members can be selected from weekly paid union or non-union employees.
- Site delegates (CFMEU / NUW) are automatically elected into CIC. If they resign from either delegate or CIC they resign from both positions.
- A group will need to be > 10 employees to have direct CIC representation. If the group falls below this then representation is via the other shift representatives. (D/S, A/S). This does not apply to union groups ie NUW / CFMEU. A group is a work shift or geographical group.
- The CIC structure should consist of representatives Employee/Employer with employer representatives not to exceed employee representatives in number.
- It is expected that representation to the committee will be a commitment for a full term. (Full term defined as: The period from the midpoint of the current EBA period to the Midpoint of the next EBA period).
The date the term commences will be determined following each EBA. The Corum of the CIC to be min. 5 (2 employer and 3 employee) to a maximum of 8.
- A member unable to attend a meeting may nominate a proxy to attend in his/her absence.
- The Union shall be entitled to send an observer to all meetings of the Committee.
- Chair. The Chair shall be arranged as follows:

(i) A Chairperson will be elected by and from the Committee every twelve months.

(ii) The Chairperson position will alternate between Employer and Employee representatives.

(iii) A Deputy Chairperson shall be elected at the same time from the alternate party.

(iv) Both Chairperson and Deputy will have the same rights as other committee members.

- Meetings. Meetings shall be arranged as follows:

(i) Meetings shall be held as agreed but at least monthly.

(ii) The agenda shall be prepared and distributed by the chairperson to all Committee members who may forward to the CMFEU local Organiser.

- ~~(iii)~~(iii) Any Committee member may submit agenda items to the Chairperson and Deputy, who shall agree the agenda.
- ~~(iv)~~(iv) Meeting minutes shall be published within five (5) working days, approved by Chairperson, and Deputy, and posted on a notice board solely used for Consultative Committee matters.
- ~~(v)~~(v) A Secretary will be appointed to take minutes.
- Communications. Communications shall take place as follows:
 - ~~(i)~~(i) Meeting minutes shall be posted on the Notice Board for all employees to read.
 - ~~(ii)~~(ii) The Committee shall determine other means of communication as it sees fit.

4.4. DISCRIMINATION

Management shall not dismiss or injure an employee in their employment or alter their position to their detriment by reason of the fact that the employee is a member of, or has an interest in the Continuous Improvement Committee.

5. RIGHTS AND DUTIES OF REPRESENTATIVES

All members of the committee undertake to carry out their duties in a responsible and honest manner in the spirit of the agreement.

- To attend meetings.
- To forward apologies to the Secretary if unable to attend.
- To come to the meeting prepared, having read the minutes of previous meeting.
- To study the agenda beforehand and be prepared with notes to make contributions briefly, clearly and perhaps with illustrations on matters affecting them or those they represent
- To communicate with constituents to establish their views and opinions.
- To represent the view and opinions of those people they represent and not just their own.
- To speak on the basis of the facts presented and not on the basis of preconceived ideas not based on facts.
- Encouraging and assisting constituents to submit agenda items.
- Providing explanations of items recorded in the minutes.
- To report back to constituents on Committee business.

6. PAID TIME AVAILABLE TO EMPLOYEE REPRESENTATIVES.

Employee representatives on the Committee, subject to management agreement be entitled to paid time at the appropriate rate to:

- Attend Committee meetings.
- report back to Members
- To attend to other Committee business by agreement with management.

7. DECISION MAKING PROCESS OF COMMITTEE

The Committee shall make recommendations that will be considered by management and/or the union.

The Committee shall reach decisions by consensus only.

8. DISPUTE SETTLEMENT PROCEDURE

The dispute settlement procedure provided for in this agreement shall apply to any disputes, which affect the committee.

9. RIGHT OF ACCESS TO ALL RELEVANT INFORMATION

Management and employee representatives have the right of access to all information and documents relevant to issues being considered by the Committee. However, management will make every effort to make available as much information as possible for the effective resolution of problems. Committee members shall treat as confidential all information obtained as a committee member and shall not use this information for any other purpose. Representatives will make all reasonable effort to request specific documents and/or items of information within adequate time.

10. EMPLOYEE RESOURCES AND FACILITIES

Employee representatives shall have the right of access to the following facilities and resources, which are necessary for their effective work as Committee representatives.

- lockable filing cabinets
- typing facilities
- photocopying as required

11. EVALUATIONS

It is agreed that at the end of 12 months, a thorough discussion to include all employees (if necessary) will take place to review the effectiveness or otherwise of the Continuous Improvement Committee.

APPENDIX B

REDUNDANCY GUIDELINES

The provisions of this agreement will apply where the company terminates the employment of an employee because the company no longer requires the job that 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.

This redundancy agreement applies to employees covered under the (Furnishing Industry National Award).

- Casual or temporary employees; [except as noted in 1(d) below]
- Probationary employees;
- Apprentices; and
- Independent contractors.”

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

The parties agree to adopt the method of selection for redundancy to the following arrangements:

- a) The Company shall advise employee/s of the number of positions deemed redundant and shall offer voluntary redundancy.
- b) After assessment of the numbers, classification and skills of those employees who volunteer, the Company may offer such volunteers redundancy but reserves the right to refuse redundancy to any employee whose retrenchment would be detrimental to the interest of the business.
- c) If, having undertaken steps (a) and (b), the Company has not identified an adequate number of suitable voluntary redundancies to meeting the needs of the business, the Company may then select employees for involuntary redundancy, having regard to the relative skills, classifications and abilities of individual employees
- d) Employees who have been engaged on a temporary, casual or short term basis, and have been advised of such arrangements at the time of employment will not come under the terms of this agreement, however, a casual employee with 12 months continuous service will be eligible to the same entitlement as a permanent employee.
- e) Any employee who finds an alternate position during the Notice of Termination period may, with the consent of the Company, terminate, his or her employment prior to the expiry of the period of notice, without forfeiting the entitlement to redundancy compensation. The employer's consent in such circumstances will not be unreasonably withheld.
- f) The provisions of this agreement will not apply to employees who are dismissed for reasons other than redundancy or those employees who terminate of their accord.
- g) The Company's need to maintain an efficient workforce and an efficient operation must be taken into consideration in the selection & classification of employee to be made redundant in consultation with the employee consultative committee.
- h) "Weeks Pay" means an employees normal rate of pay for an ordinary weeks work at the time of Notice of Termination. Normal rate of pay does not include overtime, site allowance, travelling allowance, bonus or other like payments that do not directly relate to a normal weeks pay. Shift allowance is considered as part of normal pay.
- i) Employee/s under Notice of Termination due to redundancy shall be allowed reasonable time off for employment interviews subject to production of proof of interview, to a maximum total of sixteen hours.
- j) Redundant employee/s shall receive an itemised statement of all payments within seven (7) days of receiving Notice of Termination. A Certificate of Service shall be made to a redundant employee upon request.
- k) Redundancy Provisions.

Redundancy provisions are as follows:

- (i) Employee/s deemed redundant under the provisions of this agreement shall receive the following period of notice and severance payment on the termination of their employment with the employer.
- (ii) Such period/s of notice and severance payment/s will be in addition to any salary, wage or other Award/s and/or statutory entitlements, which may be due at that date, but would be instead of any Notice/redundancy/retrenchment benefit contained within the applicable Award/s.
- (iii) "Continuous Service", means an unbroken period of employment up to the point at which the employee is terminated. Broken periods of employment shall not be taken into account.

- (iv) In the event that an employee dies while under notice of redundancy, the employee's entitlements under the redundancy scheme are to be paid to the employee's estate.
- (v) Employees deemed to be retrenched shall receive the following notice provisions or payments in lieu thereof:

NOTICE

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (vi) In addition to the periods referred to above, an employee over 45 years of age at the time of the giving of notice with not less than two (2) years continuous service, shall be entitled to an additional two (2) weeks notice.

SEVERANCE PAYMENTS

- (vii) Severance payments are as follows:

~~(a)~~(a) Three (3) weeks per year of service |

~~(b)~~(b) For the purposes of calculating the entitlement for a part year thereof, the calculation shall be made on a 'pro-rata' basis. |

~~(c)~~(a) Where the relevant Award/s payment exceed the above schedule of severance and notice payments, the Award/s conditions shall prevail. |

~~(d)~~(b) An employee/s deemed redundant shall receive a maximum severance in line with the following formulas: |

i. Where an employee/s has volunteered for redundancy, he/she shall receive a maximum severance payment of fifty-two (52) weeks; and

ii. Where an employee/s are forced redundancy, he/she shall receive a maximum severance payment of sixty (60) weeks.

~~(e)~~(c) Accrued sick leave entitlements to be paid. |

APPENDIX C

DUNLOP BEDDING (NSW)

MINIMUM ENTERPRISE NUW RATES

ADULTS:

Levels	Current Rates	Quarterly payment to be included in current rates	New Current rates	First Full Pay Period on or after 4th June '05	First Full Pay Period on or after 4th June '06
1	\$665.41	\$5.00	\$670.41	\$697.23	\$726.51
2	\$675.88	\$5.00	\$680.88	\$708.12	\$737.86
3	\$695.92	\$5.00	\$700.92	\$728.96	\$759.57
4	\$727.74	\$5.00	\$732.74	\$762.05	\$794.06

JUNIORS

At 17 years of age	55%
At 18 year of age	67.5%
At 19 years of age	80%
At 20 years of age	92.5%