

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/96

TITLE: Dunlop Bedding (NSW) Enterprise Bargaining Agreement 1997-1999

I.R.C. NO: 97/1621

DATE APPROVED/COMMENCEMENT: 14 May 1997

TERM: Expires 12 February 1999

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to persons engaged in work covered by the Storemen and Packers, General (State) Award.

PARTIES: Dunlop Bedding (NSW) -&- National Union of Workers, New South Wales Branch



ANNEXURE 'A'

DUNLOP BEDDING (NSW) Enterprise Bargaining Agreement

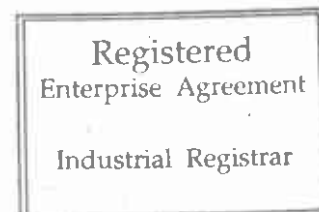
1. TITLE

This agreement shall be known as Dunlop Bedding (NSW) Enterprise Bargaining Agreement 1997 - 1999.

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1. Commitments
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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 the beginning of a 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 improving consultation and the quality of work life of the enterprise and providing the workers with more varied, skilled, fulfilling and better paid jobs.

Changes will be required from many employees as a result of this agreement. This includes employees presently working in the management area.

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 objectives of this Agreement are to:

- (i) Improve job satisfaction of the company's employees by improving on existing award and industry standards.
- (ii) Increase efficiency and productivity of the company through the effective utilisation of the skills and commitment of the company's employees.
- (iii) Improve the skill levels of the workers and management.



3. EQUAL EMPLOYMENT OPPORTUNITY

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 will not be tolerated in the workplace.

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

Discriminatory practices include sexual harassment.

4. MEASURES TO ACHIEVE OR MAINTAIN GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY

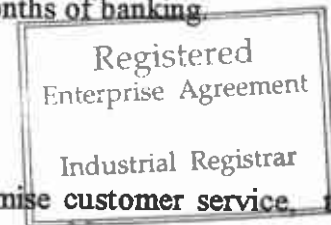
The parties agree to implement the following:

(a) Rostered Day Off

- (i) To allow greater flexibility in the taking of Rostered Days Off, and to maximise customer service, RDO's may be banked. Notice of banking an RDO shall be no later than five (5) days prior to the RDO falling due.
- (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 2 clear days notice shall be given to employees. Notice prior to 10.00am 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.
- (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 months of banking.



(b) Annual Leave

To allow greater flexibility in taking Annual Leave 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 end of 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.

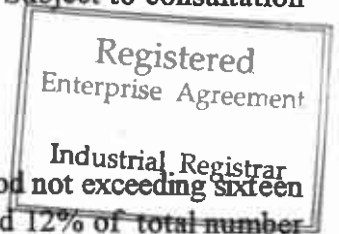
- (ix) To cope with periods of poor order intake, the Company may use up to one week of each employee's Annual Leave to be scheduled in lots of one to five days, in accordance with sub-clause (a), paragraph (iv) and (v) above.

(c) Shift Work

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

(d) Casual Employment

- (i) The Company may engage casual employees for a period not exceeding sixteen weeks. The ratio of casual employees shall not exceed 12% of total number of permanent storepersons covered by this Agreement.
- (ii) The period and ratio may be extended by written Agreement between the parties. To cover customer demand, such Agreement shall not be unreasonably withheld.
- (ii) Unless otherwise covered, the company shall pay union dues for such casual employees.



(e) Crib Time

Where the payment of crib time applies, crib time payment shall only apply where more than two hours overtime has been worked.

All other crib time arrangements remain as is.

(f) 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 week's clear notice to the worker is given, provided that such one 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 worker(s) concerned.
- (iii) A paid rest break of 12 minutes shall be taken for morning tea.

(g) Sick Leave

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.

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.

A worker shall produce a medical certificate or prove to the satisfaction of the employer (or in the event of a dispute, to the State Industrial Relations Commission) that the worker was unable to attend for duty on the day or days for which sick leave is claimed.

Calculation of Sick Leave

During the first year of employment with an employer, a worker shall not be entitled to leave in excess of five (5) days and ten (10) days in the second and subsequent years of employment.

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 10 days per year.

Accrual of Untaken Sick Leave

The rights under this clause shall accumulate from year to year 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.

Any rights of accrual shall be available to the worker for a period of four years, but no longer, from the end of the year they accrued.

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.

Sick Leave Payout

To the extent that any part of the first five (5) 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 year of service by the employee, an equivalent payment shall be made to the employee at years end, which shall be sufficient discharge of the employer's liability to the employee for sick leave payment for such period. 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 latter five (5) days.

If an employee:-

After one (1) month's continuous service in the employee's first qualifying twelve 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 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 five days in respect of service wherein termination occurs.

(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 upon the following lines, for example:

6.00am - 2.30pm	2:30pm - 11:00pm
7.00am - 3.30pm	3:30pm - 12:00Mn
8.00am - 4.30pm	4:30pm - 01:00am

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

- . Overtime Refer to Storeman & Packers General (State) Award.
- . Ordinary hours shall be worked between 6.00am and 6.00pm, Monday to Friday and in one of the following manners:
- . 38 hours within a regular work cycle not exceeding seven consecutive days; or
- . 76 hours within a regular work cycle not exceeding 14 consecutive days; or
- . 114 hours within a regular work cycle not exceeding 21 consecutive days; or

152 hours within a regular work cycle not exceeding 28 consecutive days; or

and such other work cycle as may be agreed to by the employer and the majority of worker(s) concerned.

- (iii) 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 weeks' clear notice to the worker is given provided that such one weeks' notice shall not be required if any change of hours is by mutual agreement between the employer and the worker.
- (iv) The ordinary hours of work may vary from worker to worker and from section to section within the enterprise, with the agreement of the majority of worker (s) 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.

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

A classification structure will be developed and agreed jointly between the parties 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 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.



Job Analysis and Skills Audit

- (i) A job analysis and skills audit of all employees will be conducted by an agreed independent assessor 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.
- (ii) Subject to the need of production, employees shall 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 training within a classification level.
- (iii) Subject to the needs of production, employees shall be provided with the opportunity to participate 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.

(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.~~

Registered
Enterprise Agreement

5. IMPLEMENTATION PLAN

- (a) The parties agree to transfer all workers to a new skill based grade structure at a level appropriate to their skills, knowledge and responsibility. The skill based grade structure will be agreed prior to its introduction in the workplace. This will be in line with the appropriate Award. Recognising the need to include multi skilling.

Prior to the implementation and translation to the new grade structure, the parties agree to jointly review the placement of all employees within the structure using agreed guidelines.

It is agreed the skill based structure will 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.
- (b) The parties agree to continue to improve and upgrade the skills of the workforce.

6. WAGE INCREASES

The parties agree that a wage increase as follows:

6.1	12 February 1997	-	\$18.24
6.2	12 August 1997	-	\$15.00
6.3	12 February 1998	-	\$12.00
6.4	12 August 1998	-	\$12.00



7. CONSULTATIVE STRUCTURE

The parties to this Agreement shall observe the consultative Committee Constitution set out in Appendix "I" of this agreement in relation to consultation.

PART 2 - TECHNICAL CLAUSES

8. APPLICATION AND INCIDENCE OF AGREEMENT

This Agreement shall apply to Dunlop Bedding (NSW), 20 Scrivener Street, Warwick Farm, NSW, 2170 in respect of all its employees performing work within the scope of the Storeman and Packers General (State) Award.

9. PARTIES BOUND

This Agreement shall be binding upon Dunlop Bedding (NSW) its directors, employees and the National Union of Workers in respect of all work performed at the aforementioned business which is within the scope of the Storeman and Packers General (State) Award.

10. LIFE OF THE AGREEMENT

This Agreement shall come into force from the beginning of the first pay period to commence on or after the date of the Industrial Commission of NSW approval of the agreement and shall remain in force until 12 February 1999.

Within six (6) months of the start date of the Enterprise Agreement, both parties agree to meet to discuss ways of synchronising Enterprise Agreements on site with respect to the expiry dates.

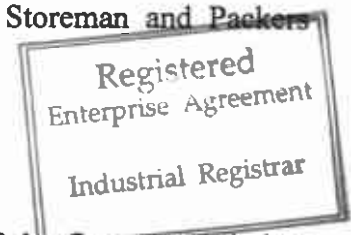
By no later than two calendar months prior to the expiry of this Agreement, the parties undertake to formally review its performance and to negotiate a further Agreement.

11. RELATIONSHIP TO PARENT AWARD

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

12. 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.



13. NO EXTRA CLAIMS

During the period, Dunlop Bedding (NSW) its directors, employees and union agree that no further claims are to be made against the other party to this Agreement in relation to the terms and conditions governing the parties covered by this Agreement.

14. AVOIDANCE OF INDUSTRIAL DISPUTES PROCEDURES

The objectives of this Agreement are 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.

The parties further agree that subject to the provision of the NSW Industrial Relations Act 1996 as amended, all grievances, claims or disputes shall be dealt with in accordance with the 'Dispute Procedure' referenced in the Storeman & Packers General (State) Award.



SIGNATORIES:



For and On Behalf of
**DUNLOP BEDDING (NSW)
Pty Ltd**

Dated: 22 Feb - 1997



For and On Behalf of
National Union of Workers

Dated: 1-5-1997.



APPENDIX 'I'

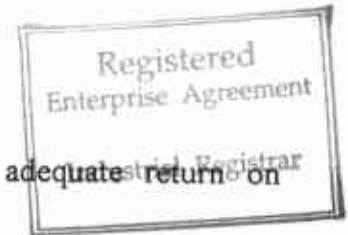
CONSULTATIVE COMMITTEE CONSTITUTION

1. OBJECTIVE

The purpose of the Committee is to work towards the long term secure future of Dunlop Bedding (NSW) and increased financial reward, job security and job satisfaction for employees.

2. GOALS

- (a) The making of consistent profits which provide an adequate return on investment.
- (b) To increase the efficiency, quality and productivity of the company through the effective utilisation of the skills and commitment of the company's employees.
- (c) To improve skill levels of employees.
- (d) To provide equal opportunity for all employees to participate in in-house training necessary to acquire additional skills which will be of benefit to employee and company.
- (e) To provide for meaningful communication between employees and management (representing the Company) to enable employees to express points of view and contribute to decision making.
- (f) To develop and maintain a climate of trust and co-operation between employees and management.
- (g) To promote job security.



3. TERMS OF REFERENCE

The Committee may consider workplace issues including but not limited to the following:

- (a) Introduction of New Technology
- (b) Changing Work Practices
- (c) Training

- (d) **Advancement Opportunities and Career Path Structures**
- (e) **Workplace Discrimination**
- (f) **Company Performance**
- (g) **Costs**
- (h) **Wastage**
- (i) **Productivity**
- (j) **Quality Improvement, Control and Accreditation**
- (k) **Work Environment**
- (l) **External Environment**
- (m) **Amenities**
- (n) **Customer Service**
- (o) **Absenteeism**



4. MEMBERSHIP AND PROCEDURES

The Committee shall operate according to the following provisions:

(a) Membership of the Committee

The Committee shall consist of up to seven members, five of whom shall be employee representatives, and two of whom shall be employer representatives.

- (i) Employee representatives shall be elected by the employees of the company.
- (ii) Employee representatives shall be elected on an annual basis.
- (iii) The company shall nominate three employer representatives.
- (iv) A member unable to attend a meeting may nominate a proxy to attend in his/her absence.
- (v) The Union shall be entitled to send an observer to all meetings of the Committee.

(b) Chair

- (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.

(c) Meetings

- (i) Meetings shall be held as agreed but at least monthly.
- (ii) The quorum for a meeting is Two Employee + Two Employer representatives.
- (iii) The agenda shall be prepared and distributed by the chairperson to all Committee members and the Branch Office of the NUW Union Division.
- (iv) Any Committee member may submit agenda items to the Chairperson and Deputy, who shall agree the agenda.
- (v) Meeting minutes shall be published within five working days, approved by Chairperson and Deputy, and posted on a notice board solely used for Consultative Committee matters.
- (vi) A Secretary will be appointed to take minutes.

(d) Communications

- (i) Meeting minutes shall be posted on the Notice Board for all employees to read.
- (ii) The Committee shall determine other means of communication as it sees fit.

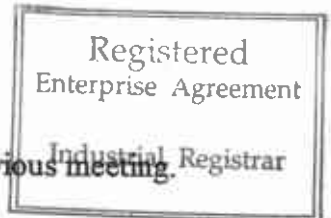
5. **DISCRIMINATION**

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 Consultative Committee.

6. **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 the meeting.
- . 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.



7. **PAID TIME AVAILABLE TO EMPLOYEE REPRESENTATIVES**

Employee representatives on the Committee shall 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.

8. 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.

9. DISPUTE SETTLEMENT PROCEDURE

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



10. 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. All reasonable effort will be made by representatives to request specific documents and/or items of information within adequate time.

11. 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

12. 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 Consultative Committee.