

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/99

TITLE: Joyce Foam Products Enterprise Agreement (Moorebank Site) 1997

I.R.C. NO: 98/868

DATE APPROVED/COMMENCEMENT: Approved 12 March 1998 and commenced 18 December 1997

TERM: Expires 17 December 1999

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

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COVERAGE/DESCRIPTION OF

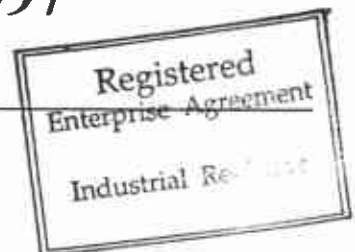
EMPLOYEES: Employees covered by the Joyce Australia (Moorebank) (State) Enterprise Bargaining Award 1996, The Metal and Engineering Industry (New South Wales) Interim Award, Storemen and Packers, General (State) Award, Storemen and Packers, General (State) Wages and Expense Related Allowances Adjustment Award (1995), Transport Industry-Mixed Enterprises Interim (State) Award and the Transport Industry Mixed Enterprises Wages (State) Award at 5-9 Bridges Road, Moorebank 2170

PARTIES: Chamber of Manufactures of New South Wales (Industrial) -&- Electrical Trades Union of Australia, New South Wales Branch, National Union of Workers, New South Wales Branch, The Australian Workers' Union, New South Wales, Transport Workers' Union of Australia, New South Wales Branch





JOYCE FOAM PRODUCTS ENTERPRISE AGREEMENT (MOOREBANK SITE) 1997



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1.1 Title

This agreement shall be known as the "Joyce Foam Products Enterprise Agreement (Moorebank Site) 1997".



1.2 Parties Bound

This agreement shall be binding upon:

- a) Joyce Corporation Ltd ACN 009 116 269 ("Company"), in respect of its premises at 5-9 Bridges Road, Moorebank, NSW, 2170;
- b) The National Union of Workers New South Wales Branch and employees of the Company who are, or are eligible to be, members thereof;
- c) The Australian Workers Union, ^{RAG}~~Greater~~ New South Wales ^{RAG}~~Branch~~ and employees of the Company who are, or are eligible to be, members thereof;
- d) ^{ELECTRICAL TRADES UNION OF AUSTRALIA, NSW SOUTH WALES BRANCH}~~Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union, New South Wales Branch~~ and employees of the Company who are, or are eligible to be members thereof; W.W.
- e) Transport Workers Union; and employees of the Company who are, or are eligible to be, members thereof;

1.3 Intention

This Agreement shall apply to employees of Joyce Australia engaged in the operations of foam manufacture at its site, 5-9 Bridges Road, Moorebank NSW 2170.

1.4 Duress

This Agreement was not entered into under duress by any party to it.

1.5 Incidence/Coverage

This Agreement shall be read and interpreted wholly in conjunction with: The Joyce Australia Award 1990, Metal Industry Award 1984 - Part 1, Storemen and Packers General (State) Award, the Storemen and Packers, General (State) Wages and Expense Related Allowances Adjustment Award (1995), the Transport Industry - Mixed Enterprises (State) Award and the Transport Industry - Mixed Enterprises Wages (State) Award.

To the extent of any inconsistencies that exist, this Agreement shall prevail.

Interpretation Note

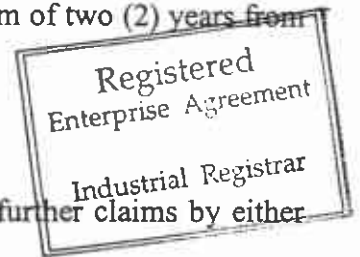
For the purpose of this clause, the terms and conditions of the Metal Industry Award 1984 - Part 1, and the Joyce Australia Award 1990 during the nominal term of this Agreement shall be those which exist as of the date of this Agreement.

1.6 Term of the Agreement

This Agreement shall remain in force for a nominal term of two (2) years from 18 December 1997.

1.7 No Further Claims

For the duration of this Agreement there shall be no further claims by either party for alterations to conditions contained herein.



1.8 Objectives

The parties to this Agreement agree that the Company must continue to achieve real and sustained performance by embracing a philosophy of continuous improvement. The aim is to be a competitive company with constantly improving levels of customer satisfaction and productivity. Employee relations are to be improved by striving for greater employee participation and improved career development.

The Agreement aims to provide the appropriate framework to develop a flexible and multi-skilled workforce allowing a "team" approach to all activities.

1.9 Distribution of Agreement

A signed copy of this Agreement shall be distributed to all employees covered by this Agreement. Employees subsequently joining the Company, and who are covered by the Agreement, shall be provided with a copy of the Agreement either at the time of interview, or within the first week of employment.

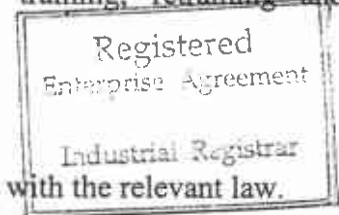
PART TWO: TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Contract of Employment

- i) **Engagement Criteria:** The parties acknowledge that the essential criteria for engagement by the Company, is the capability of the applicant to meet the personal and skill specifications of the position.
- ii) **Probation Period:** Employees, upon engagement, shall work a probationary period of three (3) months.
- iii) **Discrimination & Equal Employment Opportunity:** All employees are entitled to work in an environment free from discrimination. The Company shall recruit, employ and train personnel on the basis of experience, skills and on the job performance. This shall include but not be limited to upgrading of skills, ~~training, retraining and promotional opportunities.~~

2.2 Termination

- i) Notice of termination shall be in accordance with the relevant law.
- ii) Notwithstanding the provisions of the usual notice period, the Company shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only.
- iii) In the case of an employee's services being terminated, all outstanding money, (except superannuation) shall be paid by cheque by the end of the next ordinary working day.



2.3 Redundancy

The Company cannot predict circumstances such as loss of contracts or market share which may result in retrenchment of employees. The Company shall continue to consult with the workforce, and give as much notice as possible in these circumstances.

2.3.1 Selection (criteria) of employees

Based on the criteria set down in this clause, once a decision is made that retrenchment(s) is necessary such a retrenchment will follow in this order:

- i) Volunteers first;
- ii) Those who meet the criteria next; and
- iii) Last on first off.



2.3.2 When a decision has been made to retrench, the Company will firstly notify the Union(s) involved and the on site Union Delegates, providing as far as possible all relevant information regarding proposed redundancies.

2.3.3 In the first instance the Company shall call for volunteers for retrenchment on the following basis:

- i) A notice will be given to all employees and notices placed on notice boards seeking volunteers.
- ii) Volunteers will have one week to advise their interest in being selected to the relevant person.
- iii) Volunteers will be provided with details of the package as it affects them as well as general counselling.
- iv) The Company will have absolute discretion with the selection of volunteers having regard to the skills, classification, attitude, attendance, punctuality and flexibility necessary to continue operations.

2.3.4 Insufficient volunteers:

Should there be insufficient numbers of employees accepted as volunteers, selection will be on the following basis:

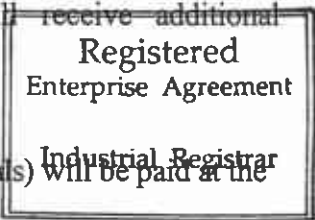
- i) Least service with the Company by classification.
- ii) In the event of a dispute arising over the selection criteria applied, the Company and/or its representative and the Union shall meet to discuss the issues involved.

2.4 Retrenchment/Redundancy Payments and Associated Conditions

Payment as a result of redundancy or retrenchment will be calculated on the years of continuous service of the employee, (on a pro rata monthly basis) at the rate of 3 weeks per year of service to a maximum of 52 weeks.

2.4.1 Additional Benefits

In addition to the above retrenchment/retirement benefit, where applicable, retrenched/redundant employees will receive additional payments comprising:



i) Accumulated Sick Leave

All outstanding sick leave (entitlements and accruals) will be paid at the time of retrenchment at the normal rate of pay.

ii) Annual Leave

Annual Leave will be calculated as per the award. At the point of retrenchment/redundancy all employees will receive an annual leave loading calculated in accordance with their relevant award on all accumulated pro-rata annual leave.

iii) Long Service Leave

Payment of Long Service Leave entitlements will be made in accordance with the NSW Long Service Leave Act.

iv) Contributory Superannuation Scheme

Payments are to be made in accordance with the Trust Deed of the appropriate superannuation fund.

2.4.2 Period of Notice

The Company will give employees the maximum possible advance notice of intention to retrench or be made redundant. Payment in lieu of notice will be calculated as follows:

<u>Length of Service</u>		<u>Payment</u>
One year or less	=	1 week
One to three years	=	2 weeks
Three to four years	=	3 weeks
Over four years	=	4 weeks

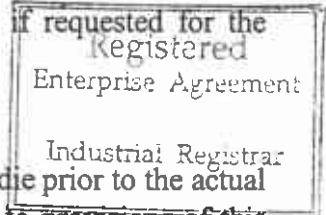
An employee 45 years of age and over who has been in the continuous employ of the Company for two (2) years would receive an additional one week's notice on the above scale.

2.4.3 Paid Time Off

During the period of notice of retrenchment given by the Company up to eight (8) hours paid time off per week of notice will be allowed to look for another job. Where an employee has been allowed eight (8) hours paid time off, the employee must provide satisfactory proof to the Company of attendance at an interview, to qualify for any payments under this provision.

2.4.4 Certificate of Service

Each retrenched/redundant employee will be supplied with a Certificate of Service on the date of termination, or before, if requested for the purpose of seeking employment.



2.4.5 Death of an employee

Should an employee under notice of retrenchment, die prior to the actual date of termination all benefits payable in relation to provisions of this Agreement shall apply and will be paid into his or her estate.

2.4.6 Normal Retirement

In respect of the above provisions the redundancy/retrenchment pay will not exceed the wages an employee would have received had he/she remained in the employ of the Company up to normal retirement age.

2.4.7 Job Search

Should an employee find a job and leave his/her employment whilst under notice of retrenchment he/she will receive all retrenchment entitlements contained herein.

2.4.8 Severance Payments in case of Redundancy

Severance payments will be calculated on "normal rate of pay" for each classification. Normal rate of pay will be the "actual rate" of pay as defined in the relevant award, including over-award payment where applicable. "Actual Rate of Pay" is defined as the total amount an employee would normally receive for performing 38 hours of ordinary work. Provided that that rate will expressly exclude overtime, penalty rates, disability allowance, site allowance, shift allowance, special rates, fares and travelling allowances or any other ancillary payment of a like nature.

2.4.9 Preference of employment after Redundancy

Retrenched employees will be eligible for re-employment with consideration given to previous service, skill and flexibility should positions become available within six (6) months of date of retrenchment or redundancy.

2.5 Transfer of Employees

- i) As vacancies arise, transfer of employees may be possible and encouraged. Any transfer shall be conducted after consultation with the relevant supervisor and manager.
- ii) Vacant positions will be advertised internally in the first instance. Where an employee accepts a transfer to a new position, a trial period of up to three months will apply. The position left vacant by the applicant may be filled by another employee on either a permanent or

casual basis. Should the transferring employee prove unsuitable in the new position, he or she may return to their original position (if it has not been filled on a permanent basis), or to one of equal grade.

- iii) In the case of transfers, there shall be no loss of accruals for leave etc, and employment shall be continuous. Rates of pay and conditions of employment shall be determined in accordance with those applicable to the new position, and will be payable on the completion of appropriate training.



PART THREE: CLASSIFICATION & REMUNERATION

3.1 Classification

Classifications will be as applicable in each award.

3.2 Ordinary Rate of Pay

- i) Ordinary rates of pay will increase by 4% from the first full pay period commencing on or after the approval of this Agreement by the relevant industrial tribunal. Provided that where the execution of this agreement has been completed by all unions party to it by 13 February 1998, the Company will make the increase applicable from the first full pay period to commence on or after 18 December 1997.
- ii) Further, the ordinary rate of pay will increase by 6% from the first full pay period commencing on or after the expiration of a period of 12 (twelve) months from the date of the increase in pay referred to in clause 3.2 i) above.

3.3 Allowances

- i) On and from approval of this Agreement, the following allowances shall be increase by 4%: Leading Hand, First Aid, tool, Dirt, Meal, Confined Space. Provided that where the execution of this agreement has been completed by all unions party to it by 13 February 1998, the Company will make the increase applicable from the first full pay period to commence on or after 18 December 1997.
- ii) The allowances referred to above will be increased by a further 6% on and from the expiration of a period of 12 (twelve) months from the date of the increase in allowances referred to in clause 3.3 i) above.



PART FOUR: HOURS OF WORK

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4.1 Work Rosters

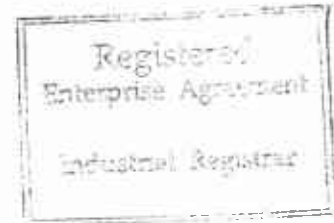
- i) Daily work rosters shall be posted on the noticeboard by the relevant supervisor, with mutually agreed changes notified at least one week in advance, indicating start and finishing times for each employee in that area.
- ii) Changes to rosters may only be made by agreement with the site supervisor and the parties concerned.

4.2 Rostered Day Off

- i) Rostered days off will be scheduled to allow each employee 12 (twelve) days off per annum. Such scheduling will allow for at least 6 (six) Mondays or Fridays per annum
- ii) The Company shall schedule rostered days off one month in advance.
- iii) If required by the Company, an employee shall make themselves available to work on a day which has been scheduled as a rostered day off. The requirement shall be in accordance with particular work area requirements and schedules.
- iv) Where an employee works on a day that had been scheduled as a rostered day off, he/she shall be entitled to take an alternative day as a rostered day off within 14 (fourteen) days. Where possible, the alternate day shall fall upon the same day of the week as the original scheduled rostered day off.
- v) Where an employee wishes to be excused from working upon a day scheduled as a rostered day off, he/she must provide a reasonable explanation, including evidence, of why he/she cannot attend for work on that day.
- vi) Save for illness, where an employee fails to attend to work upon a day which had been scheduled as a rostered day off, then the absence will be considered misconduct and the Company will be entitled to discipline the employee. Further, the employee shall not be paid for that day.

- vii) Where an employee is required to work upon a day which had been scheduled as a rostered day and does not attend for reason of illness, he/she shall provide a doctor's certificate stating the reason for the absence. Where sick leave is claimed on more than 3 (three) occasions during a (12) twelve month period, the employee will be counselled and where no reasonable explanation is given, the employee shall be issued with a written warning.

- viii) By mutual agreement, an employee may bank rostered days to a maximum of 3 (three) days.



PART FIVE: LEAVE

5.1 Notification of Absence from Work:

- i) The employee shall, wherever practical, before the commencement of an absence, and in any case within three (3) hours of the start of his/her normal shift, inform the shift supervisor of such employee's inability to attend for duty. The employee as far as is possible, state the reasons for, and the estimated duration of the absence. In the notification, the employee shall advise the supervisor of the type of leave classification.

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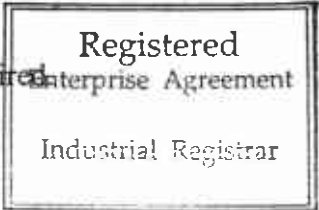
PART SIX: SKILL DEVELOPMENT, EDUCATION AND TRAINING

6.1 Objective

The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a greater commitment to skill development, education and training is required.

Accordingly, the parties commit themselves to:

- i) developing a more highly skilled and flexible workforce;
- ii) providing employees with improved opportunities through appropriate training to acquire additional skills; and
- iii) removing barriers to the utilisation of skills acquired



6.2 Training Priorities

The Company will prioritise training in consultation with the workforce, and shall take into account each employee's progress towards achieving improvements in key performance indicators.

Such training skills shall include but not be limited to:

- i) **On-going Skill Maintenance:** Regular review of the knowledge, skills and competency of personnel to carry out duties as stated, with appropriate on-site training.
- ii) **Continuous Improvement:** Consistent with the Company's desire to continually improve the way the business is operated, employees shall receive information, training, and on-the-job learning experience to allow them to contribute effectively.
- iii) **Customer Service Skills:** Training to allow employees to be key contributors in the process of providing improved service to customers.
- iv) **Manufacturing System:** Regular review of employee's knowledge and understanding of the general manufacturing system and appropriate training to redress deficiencies should they occur.
- v) **Occupational Health & Safety:** Training as required to ensure employees are fully competent in all areas of occupational health and safety as they relate to their workplace.

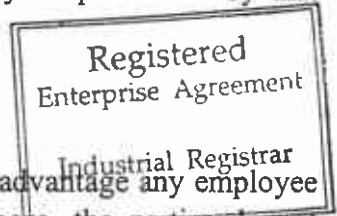
- vi) **Language/Literacy/Numeracy Program:** Employees will be expected to cooperate with, and participate in the Company's program.

6.3 Multi Skilling

- i) It is an object of the parties to this Agreement to increase the skills base for all employees while providing a required level of labour flexibility. To meet this objective employees shall, when required from time to time, perform any work within his/her skills and competence, including any work which may not ordinarily be performed by that employee.

Interpretation Note:

By this clause the parties do not intend to disadvantage any employee in terms of his/her remuneration. Furthermore, the parties do not intend to permanently change the classification of the employee where that change is against the will of the employee.



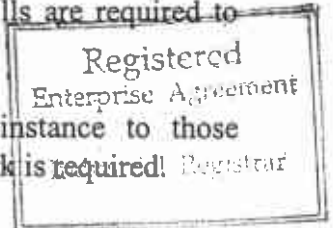
- ii) Requests for training in additional skills must meet the needs of both the Company and the employees, in readiness for the introduction of more flexible work arrangements.
- iii) The parties agree that individual skills may need to be reviewed subject to changes in technology, training and industry needs. Any changes shall be introduced by agreement between the Supervisor and the individual.

6.4 Company Initiated Training

- i) Employees shall be encouraged to undertake training and retraining as required by the Company.
- ii) The Company shall pay all costs associated with training whether it is internal, external or on-the-job.
- iii) Time off without loss of pay shall be provided. However, where an employee agrees to attend training which extends beyond the normal rostered hours of work, the employees shall make time available without payment.
- iv) Travel costs incurred by an employee undertaking approved training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed.

6.5 Demarcation

- i) All areas of demarcation restrictions at the site shall be eliminated.
- ii) It is agreed that employees with appropriate training and skills on one award classification may carry out tasks or jobs usually associated with another award classification. This agreement relates to classification within one award as well as between awards.
- iii) Exceptions to i) above will be where specialist skills are required to carry out particular tasks or jobs.
- iv) Offers of overtime will be made in the first instance to those employees in the specific work area where extra work is required.
- v) Employees agree to forego their entitlement to be recalled to work where the skills required already exist on the site.



PART SEVEN:

COMPANY POLICY AND PROCEDURES

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7.1 Grievance Procedure

This procedure shall cover both individual and collective grievances. The aim is to resolve problems that arise as close to the source as possible with graduated steps for further discussions and resolution at higher levels of authority as necessary.

- Step 1: The matter shall be discussed between the employee(s) and the Supervisor and/or Leading Hand, and the site union delegate if desired.
- Step 2: The matter shall be discussed between the employee(s) and the Supervisor and/or the Manufacturing Manager, and the site union delegate if desired.
- Step 3: The matter shall be discussed with an official of the relevant union or a mutually agreeable third party.
- Step 4: The matter may be referred by any party to the appropriate industrial tribunal, being with the Australian Industrial Relations Commission or the Industrial Relations Commission of New South Wales.

The procedure requires:

- i) reasonable time limits to be set for discussion at each stage, with all relevant facts clearly identified and recorded;
- ii) while the above procedure is being following, work shall continue as normal and the status quo shall prevail. The status quo shall mean the situation that existed immediately prior to the matter giving rise to the dispute.
- iii) if the matter has not been resolved at the conclusion of the discussion, the employer must provide a response to the employee's grievance within a reasonable period of time, including reasons for not implementing any proposed remedy;
- iv) in a dispute between the Company and its employees, each party may be represented by their respective industrial representative.

Nothing in these procedures shall limit the Company's right of summary dismissal pursuant to clause 2.2(ii) of this Agreement.

7.2 Health & Safety

In accordance with Occupational Health & Safety Act 1983.



PART EIGHT: PRODUCTIVITY

8.1 Objective

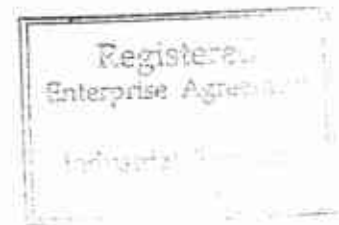
Parties to the Agreement recognise and are committed to the development and introduction of measures to increase the efficiency of the organisation. Self managed workteams with demonstrated productivity improvements shall be introduced where necessary.

Consistent with the objectives of this Agreement set out in part six, the parties agree to participate in the introduction and development of a training and productivity improvement program, including the implementation of a computerised site manufacturing system.

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PART NINE: CONSULTATION

- i) To assist in achieving the objectives set out in Part Eight of this Agreement, the Company agrees to the formation and servicing of, and participation in a representative consultative committee.
- ii) The Terms of Reference for the operation of this committee will be as agreed from time to time by that committee. It is generally agreed that matters to be covered by the committee shall include those pertaining to this or future agreements, and to the successful operation of the Company's business.
- iii) Numbers of employee representatives on the committee will be greater than Company representatives.
- iv) Employee representatives shall be paid for attendance at committee meetings.



PART TEN: CONTRACT LABOUR

It is the intention of the parties that persons engaged through contract labour hire shall not be disadvantaged relative to permanent employees. To this end -

- i) The Company shall include in any contract with a labour hire company, a reference to this Agreement which shall require the labour hire company to pay its employees engaged at the Company site at least the same rate of pay applicable to the equivalent classification covered in this Agreement;
- ii) The maximum period that full time contract labour can be engaged is 6 (six) months. This period does not include any probationary period. Where any person is engaged by a contract labour hire company on site for a period of longer than 6 (six) months, he/she shall be offered employment with the Company;
- iii) The Company shall consult from time to time with the site delegate in the work area regarding the use of contract labour on site. The Company also agrees that where possible, such discussion will take place prior to the contract labour commencing on site.

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PART ELEVEN: INCOME PROTECTION INSURANCE.

Income Protection Insurance through one Union approved provider will be available to all employees. Any employee taking out such insurance, shall meet all costs associated with that insurance.



**PART TWELVE: SINGLE BARGAINING UNIT
 AND SINGLE AGREEMENT**

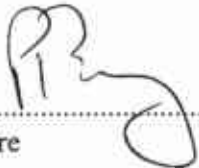
- 12.1** This Agreement has been negotiated through a single bargaining unit comprised of representatives from unions nominated in clause 3. The parties to this Agreement have considered a broad agenda in the development of this Agreement.
- 12.2** The parties commit to a single Agreement which the parties shall submit for approval before the Industrial Relations Commission of New South Wales. However, if for any reason such approval is not possible, the parties agree to take appropriate steps to certify a single agreement before the Australian Industrial Relations Commission.




PART THIRTEEN: SIGNATORIES



This Agreement is made at Moorebank, NSW, on this the 3rd day of February 1998.

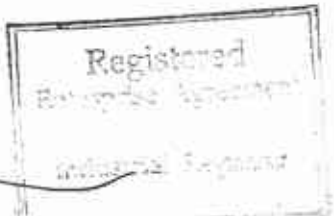
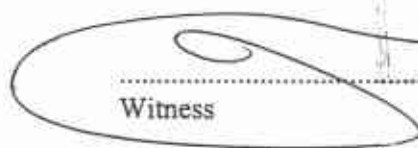
SIGNED FOR AND ON BEHALF OF JOYCE CORPORATION LIMITED


.....
Signature
PETER BRADY
.....
Name (Print)


.....
Witness
DENISE MOSELEY
.....
Name (Print)

**SIGNED BY:
THE NATIONAL UNION OF WORKERS (NSW BRANCH)**




.....
Signature
PETER BELTON
.....
Name (Print)



.....
Witness
JENNIFER LEE, J.P.
.....
Name (Print)

TRANSPORT WORKERS UNION



.....
Signature
GORDON BACKE
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Name (Print)


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Witness
GORDON BACKE
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Name (Print)

AUSTRALIAN WORKERS UNION



.....
Signature
K. MORRISON
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Name (Print)


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Witness
WENDY SE CHEN, JP9700089
.....
Name (Print)

~~ELECTRICAL TRADES UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH~~
~~COMMUNICATIONS, ELECTRICAL, ELECTRONIC, ENERGY, INFORMATION,~~
~~POSTAL, PLUMBING AND ALLIED SERVICES UNION~~ *Blanky*

W. Woolridge
.....
Signature

W. WOOLRIDGE
.....
Name (Print)



[Signature]
.....
Witness

GLEN GARCIA J.P.
.....
Name (Print)

Registered
Enterprise Agreement
Industrial Registrar