

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/271

**TITLE: Iplex Pty Ltd (Chipping Norton) Enterprise Bargaining Agreement
1999**

I.R.C. NO: 99/4638

DATE APPROVED/COMMENCEMENT: 19 September 1999

TERM: Expires 6 February 2001

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

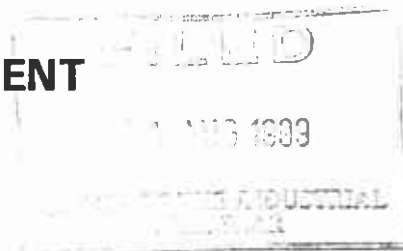
NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees who perform work within the scope and incidence of the Storemen and Packers General (State) Award

PARTIES: Iplex Pty Ltd -&- National Union of Workers, New South Wales Branch

**IPLEX PTY. LTD.
(CHIPPING NORTON)
ENTERPRISE BARGAINING AGREEMENT
1999**



1. TITLE:

This Agreement shall be known as the "Iplex Pty. Ltd. (Chipping Norton) Enterprise Bargaining Agreement 1999."

2. ARRANGEMENT:

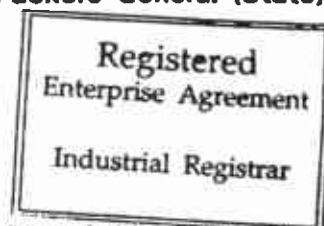
Clause No	Subject Matter
1	Title
2	Arrangement
3	Area, Incidence and Parties Bound
4	Relationship to Parent Award
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3. AREA, INCIDENCE AND PARTIES BOUND

This Agreement shall have operation at the Iplex Pty. Ltd. site at 18 Childs Road, Chipping Norton, NSW, 2170, in respect of employees who perform work within the scope and incidence of The Storemen and Packers General (State) Award (the "Parent Award".)

This Agreement shall be binding upon:-

- (a) Iplex Pty. Ltd. (the "Company"); and
- (b) The National Union of Workers, New South Wales Branch (the "Union").



4. RELATIONSHIP TO "PARENT AWARD":

This Agreement shall be read in conjunction with the Parent Award, provided that this Agreement will prevail to the extent of any inconsistencies.

5. DURATION:

This Agreement shall operate from the first pay period to commence on or after being made by the Industrial Relations Commission of New South Wales and shall continue in force until **6 February 2001**.

6. NO EXTRA CLAIMS:

The Parties agree and undertake that it will not make or pursue any further claims during the life of this Agreement.

7. RATES OF PAY:

(a) Employees bound by this Agreement will be entitled to the following weekly rates of pay:

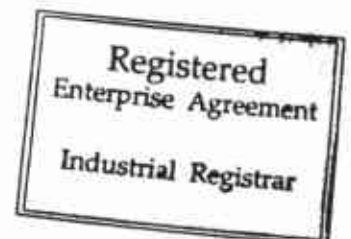
	6 JUNE 1999	6 JUNE 2000
LEVEL 1	\$530.93	\$549.51
LEVEL 2	\$537.53	\$556.34
LEVEL 3	\$572.62	\$592.66
LEVEL 4	\$605.84	\$627.04

(b) These rates of pay are inclusive of an all purpose "Dirt" Allowance.

8. FLEXIBLE WORKING ARRANGEMENTS:

(a) **DISTRIBUTION CENTRE:**

- i) Develop a team approach to work where individuals can share responsibility for the workload;
- ii) Reduce the use of contract/casual labour;
- iii) Allow individuals and groups to develop their own methods of utilising the strengths of team members to get a job done.



- (b) In addition, Distribution Team Members agree to perform, with appropriate training, various office duties which are peripheral to their main duties, including:

- i) clerical work;
- ii) extracting and distributing picking slips from computer.

Such duties may be required to be performed on a temporary or permanent basis.

(c) **HOURS OF WORK:**

- i) Ordinary hours of work shall be an average of 38 hours per week. The rostering of such hours will be completed with the aim of:
 - a) Increasing flexibility for both the employer and employee; and
 - b) To improve customer service by extending the working day in response to customer needs.

(d) **ORDINARY WORKING WEEK - DAY WORK:**

- i) The ordinary working week, exclusive of meal times, shall average 38 hours per week - Monday to Friday.
- ii) The 38 hour average week shall be achieved by employees working a 40 hour ordinary working week Monday to Friday with a rostered week day off each four working week cycle.

(e) **ORDINARY WORKING HOURS - DAY WORK:**

Ordinary working hours to be worked will be between the span of hours 6.00am and 6.00pm.

(f) **ORDINARY WORKING TIMES - DAY WORK:**

- i) Each employee will be assigned a fixed time for commencing and finishing work which shall not be altered without at least seven days' notice to the employee(s) concerned or by mutual agreement between the employer and such employee(s).

(g) **ROSTERED WORKING TIMES - DAY WORK:**

- (i) The requirement to work these rostered times will be on a weekly (five day) roster to be published at least 7 days in advance, and shall not be altered without at least seven days' notice to the employee(s) concerned or by mutual agreement between the employer and such employee(s).

(ii) When the majority of employees rostered to work such hours in any one week and the Company so agree, the starting and finishing times may be varied to an earlier tie in line with workload.

(iii) These rostered working times may, at the discretion of the Company, be set as fixed ordinary working times for all new employees.

(h) **OVERTIME:**

(i) All employees are required to work a reasonable amount of overtime to meet the needs of the business.

(ii) Where, by agreement with the employer, an employee has time off work or finishes early or start late, he/she may make up that time outside his/her ordinary working hours on that day, at ordinary rates of pay.

(i) **SPECIAL CONSIDERATIONS**

(i) In establishing rostered working times and the requirement to work overtime, the employer undertakes to give due consideration to the effect on employees with child care or other genuine responsibilities.

(ii) Where such circumstances arise that may impact on other employees, resolution of the issue should be via mutual agreement between the employer and the employees concerned.

9. WORK PRACTICES:

(a) **CASUAL LABOUR:**

The parties agree to the following conditions on the use of Casual Labour:-

(i) Casual Labour shall be used to cover peak work demands only;

(ii) Such labour shall be engaged for a maximum of six months, whereupon he/she shall either be made permanent or the requirement for such labour shall be reviewed.

It shall be used in positions which require minimal or basic skills or where the specific skills required are not available internally.

Registered
Enterprise Agreement

Industrial Registrar

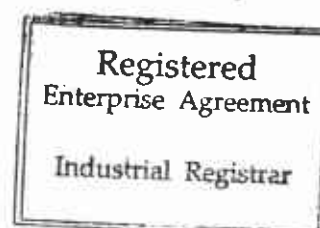
- (b) **WEEKEND OVERTIME:**
- (i) Overtime will be allocated to employees to suit the needs of the business;
 - (ii) The parties agree that weekend overtime shall be distributed fairly between employees;
 - (iii) Overtime may be offered to employees not usually employed in a particular area providing that it is first offered to employees who regularly work in that area.
 - (iv) Any grievances or disputes concerning the distribution of overtime, may be done so through the disputes procedures prescribed in Clause 12 - Disputes and Industrial Grievance Procedures, of this Award.

- (c) **ABSENTEEISM:**
- (i) Employees who are aware in advance that they require leave for the purpose of attending to personal business shall apply for Annual Leave or Leave Without Pay. Reasonable requests for such leave will not be refused, however, the duration of this leave will be strictly limited.
 - (ii) The Consultative Committee will consider absenteeism and measures to minimise it.

- (d) **INTRODUCTION OF AN AFTERNOON SHIFT:**
- The parties agree that in the event of the introduction of an afternoon shift, employees engaged on that shift shall be entitled to an additional loading of 15% on each ordinary hour worked.

10. QUALITY ASSURANCE TESTING

Quality Assurance Testing may be carried out by employees not specifically employed as Inspectors. Quality Assurance Responsibilities will be rotated between team members. Operators have a responsibility to sign only for good production and no-one will be forced to sign for pipe they do not believe satisfies the quality standards.



11. OCCUPATIONAL HEALTH AND SAFETY:

The parties to this Agreement are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by establishing a comprehensive approach to managing Occupation Health and Safety Issues which aim to:-

- (a) control hazards at source;
- (b) reduce the incidence and costs of occupational injury and illness.
- (c) review work and management practices affecting the inter-relationship between efficiency, productivity and health and safety;
- (d) provide a rehabilitation system for workers affected by occupational injury or illness and where possible, for personal injury or illness.

This commitment to Occupational Health and Safety includes a commitment to a smoke-free workplace in all buildings.

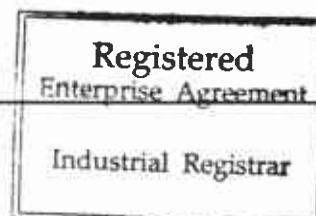
There will be commitment by all employees to follow work practices as required by the implementation of the Iplex Environment, Health and Safety System procedures.

12. RIGHTS OF UNION DELEGATES:

Delegates will be allowed reasonable time to attend to union matters. The delegate has an obligation to inform their Team Leader/Manager prior to attending to such matters.

13. UNION RECOGNITION AND MEMBERSHIP:

- (i) For the purpose of this Agreement, the company recognises the National Union of Workers, New South Wales Branch, as being the Union that shall have exclusive representation of employees in related classifications who are covered by this Agreement. This exclusive representation will extend to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement or not.
- (ii) All employees shall be given an Application Form to join the National Union of Workers, New South Wales Branch, at the point of induction.
- (iii) All new employees shall be introduced to the Union Delegate within the induction period.



- (iv) Where written authority is provided by an employee, the company will deduct Union Membership Fees from the employees' wages and remit them, together with a schedule of such contributions, to the union at monthly intervals.

14. ARRANGEMENTS FOR A NEW AGREEMENT:

The parties will commence negotiations for a replacement Agreement at least three (3) months prior to the expiration date of this Agreement.

15. ROSTERED DAYS OFF:

All employees will schedule their RDOs to dates mutually agreeable with the company with intent to have:

- (a) Distribution RDOs on Mondays or Fridays;
- (b) RDOs used on a monthly basis (not accumulated).

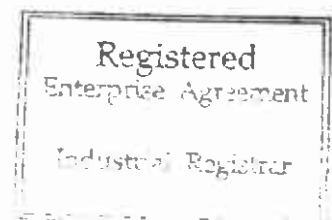
16. DISPUTES AND INDUSTRIAL GRIEVANCE PROCEDURE:

As per the Storemen and Packers General (State) Award.

17. REDUNDANCY:

Employees made redundant in accordance with the provisions of the Parent Award, will be entitled to the following (substitute) payments.

- (a) Three (3) weeks pay per year of service to a maximum of 60 weeks;
- (b) Pro-rata payment for Long Service Leave for each completed year of service;
- (c) Payment of accrued Sick Leave to a maximum of thirty (30) days.



18. SIGNATURES:



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For and on behalf of Iplex Pty. Ltd.
(Chipping Norton) Operations

Date: 25/8/99.....



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For and on behalf of the National Union
of Workers, New South Wales Branch



Date: 25.8.99.....

