

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA20/01**

**TITLE: Plastics Workers AEP Industries (Australia) Pty Ltd Resinite Division Agreement**

**I.R.C. NO: 2000/5409**

**DATE APPROVED/COMMENCEMENT: 17 November 2000/ 1 June 2000**

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 18**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to employees engaged pursuant to the Chemical Workers (Borden Australia Pty Ltd) (State) Consolidated Award, working at the Kirrawee site**

**PARTIES: AEP Industries -&- The Australian Workers' Union, New South Wales**

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ORIGINAL

**PLASTIC WORKERS  
AEP INDUSTRIES (AUSTRALIA) PTY LTD  
RESINITE DIVISION  
AGREEMENT**

**1. TITLE OF AGREEMENT:**

This agreement shall be known as the PLASTICS WORKERS AEP INDUSTRIES (AUSTRALIA) PTY LTD RESINITE DIVISION AGREEMENT.

**1. ARRANGEMENT:**

Part A.

<i>Clause No.</i>	<i>Clause</i>
1.	Title of Arrangement
2.	Arrangement
3.	Application and Parties Bound
4.	Date and Period of Operation
5.	Hours
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Part B.  
Monetary Rates

Table 1 - Wages

Table 2 - Other rates and Allowances

### 3. APPLICATION AND PARTIES BOUND

This agreement shall be binding on:

- i) AEP Industries (Australia) PTY LTD RESINITE DIVISION situated at 162 Garnet Road, Kirrawee. NSW 2226
- ii) Employees employed in the classifications as set out in Chemical Workers (Borden Australia Pty Limited) (State) Consolidated award and who are employed in AEP Industries situated at Kirrawee.
- iii) Australian Workers Union New South Wales.

### 4. DATE AND PERIOD OF OPERATION:

This agreement shall operate and remain in force for a period of 24 months from 1<sup>st</sup> June, 2000 TO 1<sup>st</sup> June, 2002 subject to certification by the Industrial Relations Commission of New South Wales.

### 5. HOURS

- (i) a. The ordinary hours of day workers shall be 38 hours per week to be worked 7.6 hours per day Monday to Friday inclusive, between the hours of 7.00am and 5.00pm or such other hours as may be agreed between employer and employee.
- b. A period of no more than 30 minutes shall be allowed between the hours of 12 noon and 1.00pm for lunch break each day for day workers.
- (ii) Shift Workers' hours -
  - a. The ordinary working hours of shift workers shall not exceed:
    - (1) 8 hours during a consecutive 24 hours; or 12 Hours subject to employee agreement; or
    - (2) 38 hours per week; or
    - (3) 76 hours in fourteen consecutive days; or
    - (4) 114 hours in twenty one consecutive days; or



(5) 152 hours in twenty eight consecutive days.

- b. The starting and finishing times of shifts shall be mutually agreed upon between an employer and employees and such starting and finishing times shall not be altered unless seven days notice of such alteration shall have been given to the employees.
- c. Shifts shall be rostered so as to provide for weekly rotation of shifts.
- d. Twenty minutes each shift shall be counted as time worked and shall be allowed for shift workers for each crib.
- e. The Company reserves the right to alternate from a seven day shift roster back to a five day shift roster in the case of a loss of business or major season fluctuation. In these cases, pay rates and shift allowances will be altered to suit the roster being worked in accordance with this Agreement.
- f. Day workers may be employed as and become shift workers for a period of not less than five shifts, or relevant hours, depending on shift lengths eg: 36 hrs with 12 hour shifts or 38 hours with 8 hour shifts or overtime rates will be paid.
- g. When a shift worker is transferred from one shift to another during the week or if normal rotation is changed he shall unless give 48 hours notice of such change, be paid overtime rates for the first ordinary shift in lieu of ordinary pay for all that shift. A day worker when transferred from day work to shift work shall unless given five clear working days notice of such change, be paid overtime rates for the first ordinary shift in lieu of ordinary pay for all that shift.

## 6. WAGES

- i. The minimum weekly rates of pay for the classification set out in Table 1 - Wages of Part B - Monetary Rates. The rate of pay for Labourers, is the same as for a Grade 3 Operator. The rate of pay for a Granulator Operator is as for Grade 2 Operator.

- ii. Junior Employees

At 16 years of age	70% of Adult Rate
At 17 years of age	90% of Adult Rate
At 18 years of age	100% of Adult Rate



- iii. All weekly wages shall be paid directly into a bank account nominated by the employee.

The Company agrees to negotiate increases on an annual basis.

#### **7. NO EXTRA CLAIMS:**

It is a term of this award (arising from the decision of the Industrial Commission in Court Session in the State Wage Case of 29 May, 1991) that the Union undertakes, for the duration of the principles determined by that decision not to pursue any extra claims, award or overaward, except where consistent with those principles.

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#### **8. LABOUR FLEXIBILITY:**

i. For the purpose of increasing productivity and flexibility as well as ~~enhancing career~~ opportunities for employees it is agreed that employees may perform a wider range of duties including work which is incidental or peripheral to their main task or function.

The employer may direct employees to carry out such duties as are within the limits of the employee's skills, competence and training.

ii. Subject to the terms of agreement at the enterprise level, it is agreed that employees undertake training for a wider range of duties and for access to higher classifications.

iii. The parties will not create barriers to advancement of employees within the Award Structure.

iv. The parties will co-operate in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation.

v. Employer and employees recognise the principle of voluntary participation in training programs.

#### **9. STRUCTURAL EFFICIENCY AGREEMENTS:**

i. As part of the Structural Efficiency process and on an on-going basis, the parties agree that discussions should continue at the enterprise level to provide for quality of working life, enhancement of skills and job satisfaction.

ii. The employees will negotiate with employer the application of a more flexible approach to the negotiation of award standards to suit the individual enterprise requirements on the following conditions:

iii. a. The agreements reached shall not in any way provide for a condition or rate that is less favorable than the corresponding condition or rate in the Award.

b. The Majority of employees in the enterprise of section concerned must genuinely agree to the proposed change.

c. No employee will lose income as a result of the proposed agreement.

d. Any changes in job structure or work practices must comply with the Occupational Health and Safety Act (NSW) 1983 or any such other Act in force at the time of the agreement.

e. Such agreements must be lodged with the appropriate industrial jurisdiction and conform with the appropriate requirements of such jurisdiction.

#### **10. LEADING HANDS AND CASUAL EMPLOYEES:**

i. An employee appointed by the employer as a leading hand shall be paid not less per week than the amount set in Item 1 of Table 2 - Other Rates and Allowances of Part B, in excess of the rate provided by this award for the highest classification under his supervision.

ii. The employer has the right to employ casual, part-time fixed-term or seasonal employees as required.

iii. Casual Employees - are employees engaged and paid as such. Casual employees shall be paid 20 percent in addition to the rates of pay prescribed herein for the class of work in which they are employed.

#### **11. SHIFT ALLOWANCE FOR SHIFT WORKERS**

i. Subject as in this award otherwise provides, shift workers shall be paid in addition to the rates payable in this award, shift work allowance.

a. Shift workers on rotating day, afternoon or night shifts, shall be paid a shift allowance per week as set out in Item 9 of Table 2 - Other Rates and Allowance of Part B, in respect to the time spent on day shift and an allowance per week as set in Item 10 of Table 2 in respect to time spent on afternoon and night shift.

b. Shift workers who do not work on day shift at least one third of their time shall be paid an allowance of 25% per week whilst on afternoon shift and night shift only.

c. An employee may be transferred from one shift to another, or from shift work to day work where a process has been interrupted because of any strike, or through any breakdown in machinery or any stoppage of work caused by failure in the supply of raw materials for which the employer cannot reasonably be held responsible. In such cases no penalty rates will be applicable. Where process has been discontinued an employee may be transferred one shift to another or from one shift to day work. In such cases where an employee is so instructed to change during any week he shall be paid an amount set in Item 11 of Table 2.

d. "Afternoon Shift" means any shift finishing after 6 p.m. and at or before midnight.

e. "Night Shift" means any shift finishing subsequent to midnight and at or before 8 a.m.



## 12. OVERTIME

- i. Overtime shall be paid for at the rate of time and one half for the first one hour and double time thereafter for all time worked in excess of or outside the ordinary working hours prescribed by this award. Overtime to be calculated on a daily basis.
- ii. An employee required to work overtime for a period of more than one and half hours after his ordinary ceasing time and who has not been notified 10 hours or earlier that he would be required to work such overtime shall be paid the sum set out in Item 12 of Table 2 for the cost of a meal. If required to work in excess of four hours overtime he shall be paid the sum set out in Item 12 of Table 2 for the cost of a second meal. Where an employee having been notified of overtime provides his own meal and then has the overtime cancelled he will be paid an allowance as set out in Item 12 of Table 2.
- iii. An employee required to work through his normal meal break shall be paid at overtime rates and such overtime rates shall continue until the employee is allowed a break for a meal; and shall be paid overtime rates during the normal meal break only.
- ie. Seven Day Shift Workers required to work overtime shall be paid at the rate of double time.
- v. An employee recalled to work overtime after having left the Company premises shall be paid a minimum of four hours at the appropriate rate, unless the overtime is continuous with the commencement of ordinary working time in which case the employee shall be paid for actual time worked and at the appropriate penalty rate.
- vi. An employee called to work overtime on short notice (ie:less than 10 hours notice) shall be paid a meal allowance as et out in Item 12 of Table 2.

## 13. HOLIDAYS AND SUNDAYS

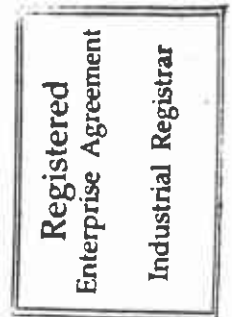
- i. Employees shall be entitled to the following day or days observed in lieu thereof as holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, and the Union Picnic Day.
- ii. Employees required to work on any such holiday or picnic day shall be paid at the rate of double time and one half for all time worked on that day, with the exception of Christmas day, Good Friday and Easter Monday, which will be paid at triple time. Employees required to work on Sunday shall be paid at the rate of double time for all time worked.
- iii. Any employee who is absent without leave or without reasonable excuse on the working day preceding or the working day succeeding a holiday shall not be entitled to payment of such holiday.

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- iv. A shift worker who is rostered off duty on any of the holidays specified in subclause (i) of this Clause, shall be entitled to in respect of such holiday, payment of an additional day's pay for the pay period in which such holiday occurs, or by mutual agreement, an additional day's leave may be added to the employees period of annual leave.
- v. The term "rostered off duty" in subclause (i.v.) refers to days where the employee is normal rostered off as part of the normal rotating shift roster. It does not apply if the Company decides not to work on that day. Where the Company decides not to work on any public holiday, employees shall be paid for one day at ordinary rate.

#### **14. SATURDAY, SUNDAY AND HOLIDAY RATES FOR SEVEN-DAY SHIFT WORKERS**

- i. The minimum rate to be paid to seven-day shift workers for work performed between 11p.m. on Friday and 11 p.m. on a Saturday shall be double time for all time worked on those days.
- ii. Between 11 p.m. on the day preceding a public holiday or Union picnic day, and 11.00pm on a public holiday or picnic day the rate of pay shall be double time and a half for all time worked between those hours.
- iii. Overtime worked on a public holiday where the employee would normally be rostered off, shall be paid at the rate of double time and half plus the equivalent hours worked will be added to annual leave entitlements.
- iv. Public Holidays not to be worked under normal circumstances include Easter Weekend, Christmas Day and Boxing Day. Should an extraordinary need arise then these days will be paid at the rate of triple time as per this award.

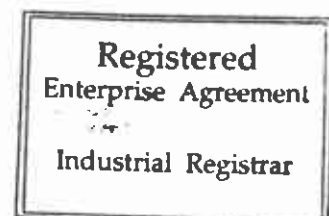


#### **15. ANNUAL LEAVE**

- i. Day Workers and Shift Workers (other than seven day shift workers). See provisions of Annual Holidays Act, 1944, as amended. Annual Leave loading shall be 20%.
- ii. Seven Day Shift Workers: In addition to the leave prescribed by the Annual Holidays Act, 1944, as amended, a further period of seven days leave with 38 hours pay at ordinary rates shall be allowed annually to employees after not less than 12 months continuous service as seven day shift workers in this agreement, less the period of annual leave.
- iii. An employee with 12 months continuous service who is employed for part of the 12 monthly period as a seven day shift worker under this award shall be entitled to have the annual leave increased by half a day for each month he is continuously employed as aforesaid to the maximum of the full entitlement.



- iv. Where the additional leave calculated under the subclause (iii) of this clause is or includes a fraction of a day, such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
- v. Annual leave under this subclause shall be given and taken within a period not exceeding six months from the date upon which the right to such leave accrues: Providing that the giving and taking of such annual leave may be postponed for a further period not exceeding three months in cases where circumstances render it impracticable to give or take it within that said period of six months. Nothing in this paragraph shall prevent from allowing annual leave to an employee before the right thereto has accrued, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the 12 months in respect to which such annual leave has been so taken.
- vi. After 12 months continuous service any employee whose employment is terminated by the employer through no fault of his or her own and any employee who leaves his employment in circumstances which do not amount to misconduct, after six months continuous service in his then current qualifying 12 month period, shall be paid for the proportionate period of annual leave to which he would have been entitled if his employment has not been so terminated.
- vii. The annual leave period for by this subclause shall be given and shall be taken, and, except as provided in paragraph iii. and vi. of this subclause, payment shall not be made or accepted in lieu of annual leave.
- viii. Where any special or public holidays, for which a continuous process shift workers is entitled to payment under this award occurs during the period of additional annual leave provided for by this subclause the said period of leave shall be increased by one day in respect of that special or public holiday.
- ix. Seven day shift roster workers will be paid average pay when proceeding on Annual leave that includes:
  - a)Shift Allowance
  - b)Weekend Penalties
  - c) 21<sup>st</sup> Shiftbut does not include annual leave loading.
- x. The introduction of two Annual Leave shutdowns one of which to be a minimum of two weeks and a maximum of three weeks duration within the December/January period the exact date to be set no later 1<sup>st</sup> September each year. The second Annual Leave Shutdown to be 1-2 weeks duration depending on Christmas Shutdown at the discretion of the employer with a minimum of one months notice of the proposed shutdown. The extra week Annual Leave entitlement for the seven day-shift workers to be taken by agreement between employer and employee. These arrangements are to enable the flexibility to allow for necessary maintenance on equipment and productivity requirements.



## 16.SICK LEAVE

### PAY RATES FOR 12 HOUR SHIFTS

An employee with not less than three months continuous service with the employer who by reason of personal ill health or injury is unable to attend for duty shall be entitled to **ordinary rate of pay** for the actual time of such non-attendance subject to the following conditions and limitations:

This payment **will not** include

- a. Weekend penalties
- b. 21<sup>st</sup> Shift

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- (a) He shall within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
- (b) He shall prove to the satisfaction of the employer by medical certificate if required that he was unable to attend, on account of such illness or injury, for duty on the day or days for which sick leave is claimed.
- (c) Personal ill health or injury does not include ill health or injury the result of misconduct.
- (d) An employee shall not be entitled in any year of employment of sick pay for more than 40 ordinary working hours in respect of the first year of continued employment and 80 ordinary hours in respect of the second or subsequent years of continued employment. Any period of paid sick leave allowed by employer to an employee in any such year shall be deducted from the period of sick leave which may be allowed or carried forward under this award in or in respect of such year.
- (e) Employees shall be entitled to any payment in respect of accumulated sick leave on termination of employment.
- (f) Sick leave is to accumulate for a maximum of 3 years ie; last 3 years plus current entitlement. Accrued sick leave in excess of this (40 Days) is to be paid out. Maximum accrued sick leave is limited to 30 days plus current years entitlement.

## 17. PERSONAL CARERS LEAVE

### (1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 11, sick leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that

the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

(c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:

(a) a spouse of the employee: or

(b) a de facto spouse, who, in relation to a person, who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

(c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee; or spouse or de factor spouse of the employee; or

(d) a same sex partner who lives with the employee as the de factor partner of that employee on a bona fide domestic basis; or

(e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

1. 'relative' means a person related by blood, marriage or affinity;

2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of other; and

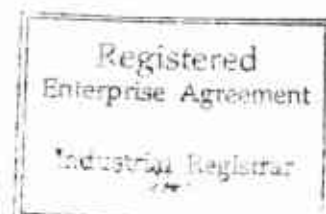
3. 'household' means a family group living in the same domestic dwelling.

(d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill

(3) Time Off in Lieu of Payment for Overtime



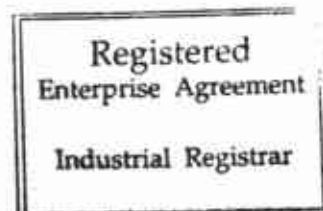
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

(4) **Make-up Time**

- (a) An employee may elect, with the consent of the employer, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

**18. LONG SERVICE LEAVE**

See Long Service Leave Act 1955.



**19. PROTECTIVE CLOTHING**

Where necessary, for the performance of their duties, employees shall be provided with and shall wear suitable protective clothing as the employer considers it necessary for the job.

Protective clothing and other equipment shall remain the property of the employer at all times, and any employee applying for the new issue of any protective clothing supplied by the employer, who fails to return such clothing last issued to him, shall not be entitled to a new issue without payment therefore. Should any employee on leaving the employers service fail to return any protective clothing or equipment, the property of the employer, the employer may deduct from his final wages the value of the article.

A special issue of a winter jacket shall be made subject to the above conditions. Employees shall be issued free of charge by the company with shirts, trousers or overalls.

**20. MIXED FUNCTIONS**

- i. An employee engaged for more than two hours on any day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for the time worked.

- ii. Any employee who is required temporarily to perform work for which the lower rate is paid shall not suffer any reduction in his wages whilst so employed provided that any work of less than one weeks duration shall be deemed to be temporary.

## 21. TERMS OF EMPLOYMENT

- i. The engagement of a weekly employee may be terminated by one weeks notice on either side or by the payment or forfeiture (as the case may be) of one weeks wages in lieu thereof; provided that during the first four weeks of employment, employment shall be from day to day provided that any employee whose services are terminated by the company through no fault of his own during the first four weeks of employment shall be paid casual rates for all the time worked.
- ii. This shall not effect the right of the employer to dismiss the employee without notice for neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only; or to deduct payment for any day or part of a day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work caused by failure in the supply of raw materials.
- iii. Where any employee is given or has been given notice in accordance with subclause (I) hereof he shall continue in his employment until the date of the expiration if such notice. Any employee who having given notice or been given notice as aforesaid, without reasonable cause (proof of which shall lie on him) absents himself from work during such period, shall be deemed to have abandoned his employment and shall not be entitled to payment for work done by him within that period.
- iv. After 1<sup>st</sup> August 1991 the AEP Industries (Australia) Pty Ltd Kirrawee site will be a smoke free workplace.

## 22. BEREAVEMENT LEAVE

An employee on weekly hiring shall be entitled to a maximum of three days leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, or child.

## 23. DEFINITIONS

An "Operator Grade I" shall mean an employee who is capable of operating all equipment in his department without supervision, and holding a forklift licence.

An "Operator Grade II" shall mean an employee capable of operating all equipment with supervision.

An "Operator Grade III" shall mean a trainee operator for any of the processes referred to under "Operator Grade II".

"Labourer" shall mean an unskilled employee, whose rate of pay shall be as for "Operator Grade III".

“Granulator Operator” shall mean an employee with the sufficient skill to operate the granulator without supervision, and assist in the other areas.

## 24. TRAVELLING TIME

The employee who is called back to work to do overtime by a Supervisor shall be paid one hours travelling time and also current N.R.M.A. rate for an average car per kilometer covered from home to the job and return, where he returned home prior to commencement of his next shift.

## 25. FORK-LIFT ALLOWANCES

- i. The forklift allowance is no longer paid separately' it now forms part of Grade 1 Operator and Warehouse base rate. See definitions.

## 26. FIRST AID ALLOWANCE

An employee appointed by the employer to be the first aid attendant shall be paid an allowance set out in Item 13 of Table 2.

## 27. REDUNDANCY

In the event of redundancy situations brought about by economic reasons or mechanisation and/or Technological change a permanent employee shall be paid the following:-

### 1. EX GRATIA (severance pay):

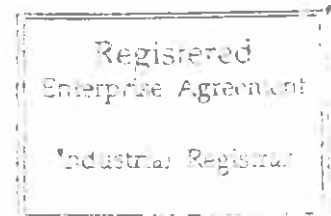
1 year service or less	1 weeks pay 2 weeks if over 45
1 to 3 years service	2 weeks pay 3 weeks if over 45
3 to 5 years service	3 weeks pay 4 weeks if over 45
5 years or more service	4 weeks pay 5 weeks if over 45

### 2. Period of notice (or pay in lieu):

1 year service or less	1 weeks pay
1 year to 3 years	2 weeks pay
3 years to 5 years	3 weeks pay
5 years plus	4 weeks pay

### 3. Service payment as per scale based on years of service.

Years of Service	Number of Weeks
0 -1	NIL
1 -2	3



2 -3	6
3 -4	9
4 -5	12
5 -6	15
6 -7	18
7 -8	21
8 -9	24
9 -10	27
10-11	30
11-12	33
12-13	36
13-14	39
14-15	42
15-16	44
16-17	46
17-18	48
18-19	50
19-20	52
20 or more	52



b. All the above entitlements are to be paid out at the average weekly rate of pay described in clause 14 (i).

4. Pay out accrued sick pay as current.
5. Annual leave paid out as current.
6. Redundant employee with 5 years or more of qualifying service shall be entitled to pro-rata long service payment.
7.
  - (a) All things being equal, the principle of "last in, first out" apply.
  - (b) The Company will retain employees considered best able to perform the duties required, however volunteers may be considered as replacements for other employees listed for redundancy.
  - (c) The Company's acceptance of any volunteer for redundancy will be subject to consideration of the on-going operating requirements of the Company.
8. Employees under notice of redundancy will be allowed one paid day per week during the notice period to attend interviews for alternative employment.

The Company is willing to assist redundant employees to find alternative employment outside the Company, but will not be responsible for finding such employment.

9. For a period of 6 months following the date of a person being made redundant, the Company will give first preference to that person in the event of casual work becoming available.

If however, during the 6 months the redundant person is for some reason not available for casual work then the Company may employ casual labour from another source.

## **28. AREA, INCIDENCE AND DURATION**

This agreement shall be read wholly in conjunction with The Chemicals Workers (Bordern Australia Pty Ltd) (State) consolidate Award.

It shall take effect from the beginning of the first pay period on "As agreed" and shall remain in force thereafter for a period of twenty four months.

## **29. SUPERANNUTION**

Employers shall in respect of each of their employees make contributions to either of the following Industry Superannuation Funds at the election of the employee:

Printing Industry Superannuation Fund  
Australian Retirement Fund

## **30. DISPUTE SETTLEMENT PROCEDURE**

In the event of a dispute or grievance arising in the workplace, the procedure to be followed to resolve the matter will be as follows:

- a) The employee and their supervisor will meet and confer on the matter. The employee may appoint another person to represent them.
- b) Where a representative is involved he/she shall be allowed reasonable time during working hours to interview employee/s and the supervisor.
- c) If the matter is not resolved at such a meeting, the parties will arrange further discussions between the employee and his/her nominated representative, if any, and more senior levels of management. The employer may also invite into discussions their own representative.
- d) If the matter is still not resolved then either party may have it referred to the Industrial Relations Commission of NSW.
- e) The parties will at all times confer without delay and work will continue as usual. However, work will not be carried out in any area that is deemed to be unsafe.





**PART B  
MONETARY RATES**

**TABLE 1 - WAGES**

**MINIMUM RATE PAY**

Classification	Rate per Week
Operator Grade 1	\$536.02
Operator Grade 2	\$483.95
Operator Grade 3	\$417.49
Warehouseman	\$479.72

The rate of pay for labourers is the same as for Grade 3 Operator. The rate of pay for Granulator Operator is as for Grade 2 Operator.

**Registered  
Enterprise Agreement  
Industrial Registrar**

**TABLE 2 - OTHER RATES AND ALLOWANCES**

ITEM NO.	CLAUSE NO.	BREIF DESCRIPTION	AMOUNT
10	10(I) (a)	Shift Workers - Afternoon/Night shift - Day Shift	\$50.99 p/wk \$33.26 p/wk
11	11(I) (b)	An employee required to each transfer from one shift to another	\$ 4.30
12	11(ii)  11(vi)	Meal Allowance - Employee working 1hr After ceasing time - In excess of 4 hours - If employee provided own meal and overtime is cancelled - Employee working overtime (at less than 10 hours notice)	\$ 7.35
13	25	First Aid	\$ 9.21 p/wk

**Registered  
Enterprise Agreement  
Industrial Registrar**

Signed for and on behalf of the employees at  
AEP INDUSTRIES (AUST) PTY LTD

*[Handwritten signature]*

Date: 26. 9. 2000

Witness

*[Handwritten signature]*

Date: 26/09/00

Signed for and on behalf of the management at  
AEP INDUSTRIES (AUST) PTY LTD

*[Handwritten signature]*

Date: 26/9/00

Witness

*[Handwritten signature]*

Date: 26/9/00

Signed for and on behalf of  
THE AUSTRALIAN WORKERS' UNION

*[Handwritten signature]*

Date: 3/10/2000

Witness

*[Handwritten signature]*

Date: 3/10/2000

