

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/159

**TITLE:** Mainline Plastics Enterprise Agreement 2004

**I.R.C. NO:** IRC4/1569

**DATE APPROVED/COMMENCEMENT:** 23 April 2004

**TERM:** 22 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/150

**GAZETTAL REFERENCE:** 25 June 2004

**DATE TERMINATED:** 23 April 2004

**NUMBER OF PAGES:** 9

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The Agreement applies to all employees employed by Iplex Pipelines Australia Pty Ltd located at 35 Alfred Street, Chipping Norton, NSW, who are engaged in manufacturing at the Chipping Norton site and who fall within the coverage of the Plastic Moulding (State) Award

**PARTIES:** Iplex Pipelines Australia Pty Ltd t/as Mainline Plastics -&- the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch

**LIQUOR, HOSPITALITY AND MISCELLANEOUS WORKERS UNION OF  
AUSTRALIA NSW BRANCH & IPLEX PIPELINES AUSTRALIA PTY  
LTD TRADING AS MAINLINE PLASTICS  
ENTERPRISE AGREEMENT 2004**

**1. Title**

This agreement shall be known as the Liquor, Hospitality and Miscellaneous Workers Union of Australia NSW Branch & Iplex Pipelines Australia Pty Ltd trading as Mainline Plastics Enterprise Agreement 2004.

**2. Arrangement**

The agreement is arranged as follows;

1. Title
2. Arrangement
3. Incidence and Parties Bound
4. Date and period of operation
5. Relationship to parent award
6. Aim of the agreement
7. Conditions of employment
8. Classification structure
9. Wage rates
10. Productivity Bonus Payment Scheme
11. Hours of work
12. Annual Leave
13. Sick Leave
14. Grievance Procedures
15. Union Delegate Training
16. Occupational Health and Safety
17. Anti Discrimination
18. Parental Leave
19. Carers Leave
20. Signatories

**3. Incidence and Parties Bound**

This agreement shall apply to Iplex Pipelines Australia Pty Ltd trading as Mainline Plastics, 35 Alfred Street, Chipping Norton N.S.W. and employees who are members or eligible to be members of the Liquor, Hospitality and Miscellaneous Workers Union of Australia NSW Branch, engaged within the scope of this agreement

**4. Date and Period of Operation**

This agreement shall come into force from the date of registration and shall remain in place until 28 February 2006.

**5. Relationship to Parent Award**

This agreement is to operate in conjunction with the Plastic Moulding & c., (State) Award, an award of the Industrial Commission of New South Wales, provided that where there is any inconsistency between this agreement and the award, the provisions of the agreement shall prevail.

**6. Aim of the Agreement**

It is the objective of the parties to this agreement to implement workplace practices so as to provide more flexible working arrangements which improve the efficiency and productivity of the work site, enhance skills and job satisfaction and assist positively in ensuring that the company becomes a more efficient enterprise.

The parties agree that the objectives of this agreement are to facilitate:

- a) Workplace productivity and,
- b) The development and maintenance of the most harmonious working relationship obtainable.

The parties agree that the objectives will not be limited to (a) and (b) above and it is recognised that an important factor in reaching the above objectives is the development of a working environment where all parties are involved in increasing productivity.

### 7. Conditions of Employment

(i) New Employees

An employee commencing with the company as a shift member will start as a casual for a period not exceeding three months and shall be paid an hourly rate equivalent to one thirty-eighth the weekly rate for a full-time employee who performs comparable work, PLUS 15%. This amount includes entitlements under the *Annual Holidays Act 1944*.

(ii) Abandonment of Employment.

Where an employee is absent from work for more than two days without the consent of the company, or without notifying the company, the employee will be deemed to have terminated his or her employment without notice.

(iii) Termination of Employment

The following Minimum Notice Period for Termination shall apply equally to the employer and the employees.

Prior to termination by the company grievance procedures must be followed. Termination by the company for other than summary dismissal will be as follows OR payment of wages in lieu:

Period of continuous service	Period of notice
Not more than one year	1 week
More than one but less than three years	2 weeks
More than three but less than five years	3 weeks
More than five years	4 weeks

Any employee over 45 years of age, with 2 years service, will receive an additional week.

Any monies owing to an employee in these circumstances will be made available to the employee the following work day by electronic funds transfer and a statement of such payments to be forwarded by mail on the same day.

A written statement of employment specifying the period of service and the type of work carried out will be issued on request to your team leader.

(iv) Summary Dismissal

Employees may be terminated without notice for gross misconduct. Gross misconduct shall include: malingering, neglect of duty, intentionally damaging or stealing company or employee property, causing injury or potential injury to fellow employees, possession and/or consumption of intoxicating liquors and/or non prescribed drugs.

The Company undertakes to advise its employees, upon engagement, of its' zero tolerance policy to those employees attending duty affected by alcohol and other non-prescribed drugs.

(v) Superannuation

The employer will pay an amount equal to 9% of the gross fortnightly wage including rostered overtime of each employee into the Crane Wages Retirement Fund or Professional Retirement Fund Superannuation Fund. Should the percentage due to be paid as superannuation under the *Superannuation Guarantee Charge Act 1992* increase from the current level of 9%, all employees will be entitled to receive a superannuation benefit based on that percentage.

(vi) Uniforms

The Company will provide and the employees shall wear the uniform provided by the company. The initial issue shall include:

2 pairs trousers

2 cotton long sleeve shirts or 2 sloppy joes.

2 pairs shorts

2 tee shirts

Jacket every two years.

These will be replaced on an exchange basis.

The employer will also ensure two sets of wet weather gear are provided on each shift.

(vii) Redundancy

The following package shall apply in the event that redundancies should occur:

Notice period/payment:	4 weeks pay in lieu of notice.
Severance payments:	3 weeks per year of service, pro-rata (max 60 Weeks).
Annual Leave:	Full payout of accrued entitlement.
Long Service Leave:	Full payout pro rata after 1 year service.
Sick Leave:	Full payout of accrued entitlement.
Superannuation:	Payout in accordance with the Trust Deed of the fund.
Employee assistance:	Outplacement assistance and consideration for vacancies at other Iplex/Crane sites.

In the event of a transmission of business by Iplex Pipelines Australia, employees party to this agreement who transfer to the new employer with continuity of employment will not be eligible for either redundancy payments or payment in lieu of notice.

(ix) Disciplinary Procedure

The disciplinary procedure shall include:

3 diarised verbal warnings

3 written warnings including a third and final warning

Each warning shall have a life as follows:

1st warning - 3 months duration

2nd warning - 6 months duration

3rd warning - 12 months duration

(ix) Heat Management

It is acknowledged that because of the nature of the industry at times employees are required to work in extreme temperatures. The parties are agreed that should temperatures rise above 35 degrees Celsius cool water will be supplied by the employer. Should temperatures rise above 40 degrees Celsius staff will be rotated to allow a ten minute break every 2 hours.

Any employee who feels unwell because of extreme temperatures is encouraged to immediately speak with his or her supervisor.

### 8. Classification Structure

The parties to this agreement agree that during the first twelve months following certification of this agreement, a committee will be established to review the current grading structure.

At the commencement of this agreement, the grading structure shall be as follows:

(a) Team Member Grade 1

To achieve this level, proficiency must be achieved in the following:

1. Read measuring tools, tape measure, micrometer and vernier.
2. Fill out daily report sheets.
3. Read and understand production specification sheets.
4. Pack and strap pipe in frames.
5. Change machine bins.

Trainees will not work on P.V.C. products until proficient on the Poly line.

(b) Team Member Grade 2

To achieve this level, proficiency in grade 1 duties plus:

1. Clean and set printers.
2. Adjust pipe centres, ie. adjust head
3. Adjust haul off speed.
4. Minor adjustments on belling M/C and saws.
5. Be able to carry out downstream changes, ie. tank rubber roller, saw clamps.
6. Be able to adjust extruder and vac tank, ie. O.D. - W.T. - A.M.P.S.

(c) Team Member Grade 3

To achieve this level proficiency in Grade 2 duties plus:

1. Be able to carry out mixing room procedures.

(d) Team Member Grade 4

To achieve this level proficiency in grade 1,2 and 3 plus:

1. Strip down and reassemble heads.
2. Set up downstream, ie. belling M/C, saw, haul off.
3. Stop and start extruders.
4. Adjust head profiles.

(e) Team Leader Grade 1

A team leader is responsible for team members and equipment and the safety and smooth running of their shift.

To achieve this position a person must be capable of carrying out a team members position including troubleshooting on all M/C. A team leader Grade 1 will carry out the duties of a team member in such persons absence and will also be required to undertake training of new employees.

(f) Team Leader Grade 2.

To achieve this position a Team leader Grade 1 must demonstrate skills and abilities over and above Team Leader Grade 1 to the satisfaction of the Director Operations.

(g) Granulator.

To be appointed as a granulator an employee must be able to segregate, cut, ground, log and store various products.

(h) Mixer

To be appointed as a mixer an employee must be able to mix product in accordance with nominated formulations, read and record data to required specifications.

(I) Casual Employees/Labour Hire employees

It is agreed that Casual/Labour Hire employees are used to provide flexibility to meet the production requirements of the site during periods of peak demand. Such casual/labour hire employees will be engaged subject to the following conditions:

1. Casual/Labour hire employees will not be engaged for longer than three months.
2. Casual/Labour Hire employees will be graded at the appropriate classification for the skills obtained and paid the enterprise agreement rate for that classification, plus 15% which includes annual leave.
3. Casual/Labour Hire employees will not work overtime except where all other permanent employees, within the skills range, have been offered overtime and declined.
4. Casual/Labour Hire employees will be engaged for a minimum of four (4) hours at any one time.

Where a position is occupied by a casual/labour hire employee longer than three months that position shall become permanent.

## 9. Wage Rates

The following rates of pay will shall come into force from the beginning of the first pay period commencing on or after the date of agreement on site.

		1 March 2004	1 March 2004	1 March 2005	1 March 2005
CLASSIFICATION	HOURS	HOURLY	GROSS	HOURLY	GROSS



## **12. Annual Leave**

All 12 hour Shift Work employees will be entitled to 6 weeks paid annual leave per year.

This leave may be taken in accordance with the annual close down provisions of the award.

Where Annual leave is taken at other times it shall be in accordance with the *Annual Holidays Act 1944*.

8 Hour day-workers will be entitled to 4 weeks Annual Leave in accordance with the *Annual Holidays Act 1944*.

## **13. Sick Leave**

Employees shall be entitled in the first year of service to 5 paid sick days and 8 for the second and subsequent years. Payment for sick leave is not an entitlement until the employee has completed three months service. Employees are entitled to claim sick leave in respect to all rostered hours including rostered overtime.

Employees should advise their team leader of their absence as soon as possible.

For the purposes of sick leave calculation:

For shift workers (12hour), one (1) day = 12 hours (shift).

For Day workers (8 hour) 1 day = 8 hours.

A medical certificate must be supplied by an employee claiming sick leave in excess of one day or where requested by the company.

Sick Leave accumulated since certification of this agreement in excess of 8 days will be paid out on request of the employee in the first pay period in December each year provided the said employee has a bank of at least eight days.

Sick Leave accumulated prior to commencement of this agreement will not be paid out except in the case of redundancy.

## **14. Grievance Procedure**

Any Grievance, claim or dispute, or any matter which is likely to result in a dispute between an employee and/or the Union and the company will be resolved in accordance with the following procedure:

1. An employee or group of employees will firstly refer any grievance to their team leader who will try to resolve the matter expeditiously.
2. If the matter is not resolved the Team Leader will refer it to their Supervisor/Manager who will then discuss the matter with the employee(s) and the union delegate.
3. If the matter is unable to be resolved it will be referred to the Operations Manager who will then discuss the matter with employees the Union delegate and the Area Organiser for the Union.
4. If the matter remains unresolved It shall be referred to the NSW Industrial Commission for conciliation and if necessary arbitration.
5. Where an issue in relation to health and safety exists, the parties recognise that this shall require an immediate decision. No employee shall be required to work in an unsafe environment and will, where appropriate, accept reassignment to suitable work pending resolution if the safety issue.
6. In the course of resolving a grievance, the operations status quo should remain in place until resolution is reached



NOTE: Individuals have the right to have present an employee delegate or official of their choice during steps 2-6

### **15. Union Delegate Training**

The employer will grant 3 days paid trade union training leave each year by arrangement between the employer and the Union at an agreed time. Paid leave in addition to 3 days may be granted by agreement of the employer.

### **16. Occupational Health and Safety**

All employees will undergo training in Occupational Health and Safety as required by the employer.

Where possible such training will be undertaken whilst rostered for duty. Should this not be possible employees will receive normal hourly payment.

### **17. Anti-Discrimination**

17.1 It is the intention of the parties to this Agreement to seek to achieve the object of section 3(f) of the *Industrial Relations Act, 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, and age.

17.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.

17.3 Under the *Anti - Discrimination Act, 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment. Nothing in this clause is to be taken to affect:

- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation.
- (b) Offering or providing junior rates of pay to persons under 21 years of age.
- (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act, 1977*, or
- (d) A party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

17.4 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause

### **18. Parental Leave**

As per Plastic Moulding & c., (State) Award

### **19. Carers Leave**

As per Plastic Moulding & c., (State) Award

SIGNATORIES:

Signed for and on behalf of:

Iplex Pipelines Australia Pty Ltd  
Trading as Mainline Plastics.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Australian Liquor, Hospitality and  
Miscellaneous Workers Union.  
NSW Branch

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