

# ENTERPRISE AGREEMENT

NO: E.A. 378 /1993

DATE REGISTERED: 22/12/93

PRICE: \$ 22.00

## A. P. I. ENTERPRISE AGREEMENT

### 1. Title

This agreement shall be known as the A. P. I. Enterprise Agreement (and is hereafter referred to as 'the Agreement').

### 2. Arrangement

This Agreement is set out in the following manner.

<u>Clause No.</u>	<u>Subject Matter</u>
1.	Title
2.	Arrangement
3.	Parties Bound and Scope
4.	Operation
5.	Incidence
6.	Contract of Employment
7.	Minimum Wages
8.	Hours of Work
9.	Training Skills (TASK) Programme
10.	Shift Work
11.	Overtime
12.	Annual Leave
13.	Sick Leave
14.	Public Holidays
15.	Meal Breaks and Refreshments
16.	Redundancy
17.	Disputes Procedure
18.	No Duress

### 3. Parties Bound and Scope

This Agreement shall be binding upon *Associated Plastics Industries Pty Ltd*, A.C.N. No. 001 240 919 (henceforth referred to as the 'employer') whose place of business under this Agreement is 154 Euston Rd, Alexandria, NSW 2015 and in respect to all persons employed by the employer at the said place of business at the time of making this Agreement and from time to time during the term of the Agreement..

#### 4. Operation

This Agreement shall operate as from the date of registration (which is noted as day of 1993 and shall remain in force for 3 years from the said date of registration.

#### 5. Incidence -

The purpose of this Agreement is to regulate totally the terms and conditions of employment, save for apprentices and casuals, previously regulated by:

Plastic Moulding &c (State) Award  
Clerks (State) Award

To the extent of any inconsistency between the Award and the Agreement, the Agreement shall prevail.

#### 6. Contract of Employment

##### 6.1 Employees shall be engaged as follows:

6.1.1 employed by the week

6.1.2 payment shall be at least once each fortnight (or on such other basis as may be agreed between the employer and employee)

6.1.3 entitled to provisions of Clause 12 Annual Leave and Clause 13 Sick Leave paid in full for maximum ordinary hours or as a fraction if fewer ordinary hours are worked as defined in Clause 8.

6.1.4 employment may be terminated during the first month of employment by 1 day's notice on either side and after 1 month's completed employment by 1 week's notice given on either side at any time during the week, or by the payment or forfeiture as the case may be, of wages for the required period of notice.

6.2 Nothing in this Agreement shall affect the right of the employer to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct.

6.3 An employee not attending for duty shall lose pay for the actual time of such non-attendance, except where such non-attendance is subject to:  
clause 12 Annual Leave,  
clause 13 Sick Leave,  
of this agreement.

- 6.4 Upon engagement the employer shall provide each employee with a contract which will include a statement of classification, minimum rate of wages and ordinary hours of work under this agreement.
- 6.5 The employer shall provide for each employee such tools as customarily provided. The employee shall replace or pay for any tools so provided if lost through his negligence.

## 7. Minimum Wages

- 7.1 No employee who during the term of this Agreement works ordinary hours under this Agreement shall receive lower hourly rates of wages than those required as a consequence of Section 122(1) of the Industrial Relations Act (NSW) 1991.
- 7.2 The minimum hourly rates of wages of adult employees (21 years and over) for ordinary hours worked, from time to time, shall be not less than the minimum hourly rates as applicable, for the trades or occupations of the Awards specified in Clause 5.1 herein.
- 7.3 Employees appointed under this Agreement shall commence on not less than the Starting Rate as provided in Clause 7.2 herein. At the discretion of the employer, higher rates of wages may be paid taking into account the skills and merit of the employee. Actual rates (in excess of minimums of this Agreement) are increased and agreed by the individual employee contract.
- 7.4 Employees under twenty-one (21) years of age and who on average work maximum ordinary hours as described in Clause 8 of this agreement, shall be paid not less than the following age related weekly rates:

At 16 years	\$161.81 per week
At 17 years	\$197.73 per week
At 18 years	\$233.65 per week
At 19 years	\$282.23 per week
At 20 years	\$334.23 per week

## 8. Hours of Work

- 8.1 The ordinary hours of work for employees shall be a maximum average of 38 hours per week over a 52 week period, exclusive of meal breaks, to be worked Monday to Sunday by agreement.
- 8.3 Wherever reasonably possible work shall be arranged so that an employee shall have at least 10 consecutive hours off duty between work on successive days.

## 9. Training & Skills (T.A.S.K.) Programme

### 9.1 Definitions

- 9.1.1 Training and Skills (TASK) program is a Commonwealth program, the objective of which is to assist the employment retention and to improve the skills of employees.
- 9.1.2 A TASK employee is a weekly employee and not an apprentice or trainee who is undergoing training endorsed by a Coordination Committee of the Enterprise and can receive a training wage, as defined in Clause 9.4, while engaged in those activities.
- 9.1.3 A co-ordination Committee made up of equal numbers of employer and employee representatives shall oversee the development and implementation of the TASK training plan.

### 9.2 Training Conditions

- 9.2.1 Employees approved to undertake the TASK program shall be required to attend the on and off-the-job training prescribed in the relevant training plan endorsed by the enterprise coordination committee.
- 9.2.2 The Employer shall provide an appropriate level of supervision in accordance with the approved training plan.
- 9.2.3 The employer will only direct employees to undertake endorsed activities under TASK guidelines during those hours designated for TASK training

### 9.3 Contract of Employment

- 9.3.1 Irrespective of TASK activities, trainees continue to be employees.
- 9.3.2 Employees engaged in TASK activities are permitted to be absent from work without loss of continuity of employment to attend the off-the-job training in accordance with the training plan.

### 9.4 Minimum Wages

When engaged in endorsed TASK training, employees actual wage (or individual contract rate) can be reduced to 80% of their normal daily rate by agreement for the training period. No such training rate will be less than the rate for ordinary hours which would otherwise be applicable from time to time under an award.

**10. Shiftwork**

- 10.1 Afternoon shift shall mean any shift finishing after 6.00 pm and at or before midnight.
- 10.2 Continuous work shall mean work carried on with consecutive shifts throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- 10.3 Night shift shall mean any shift finishing subsequent to midnight and at or before 8.00 am.
- 10.4 Rostered shift shall mean a shift of which the employee concerned has had at least forty-eight hours' notice.
- 10.5 Hours - Continuous work shifts - This subclause shall apply to shift workers on continuous work. The ordinary hours of shift workers shall average 38 per week inclusive of meal break over 52 weeks. Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly maximum average of 38 ordinary hours is achieved. Subject to 6 (g) conditions, such shift workers shall work at such times as the employer may require.

**11. Overtime**

- 11.1 All work in excess of ordinary hours shall be overtime to be agreed voluntarily by the employer and employee at a rate higher than the rate which is applicable in Cl. 7.2 of this agreement.
- 11.2 An overtime meal allowance can be paid at the discretion of the employer.

## **12. Annual Leave**

12.1 See *Annual Holidays Act 1944*

12.2 Paid leave at the rate of four weeks per annum shall accrue annually to each employee. Such leave of absence shall be in addition to all public holidays. Any employee whose services are terminated or who leaves the service of an employer shall be entitled to proportionate leave (excluding leave loading) or pay in lieu thereof.

## **13. Sick Leave**

13.1 An employee who is unable to attend or remain at his/her place of employment by reason of personal illness or personal incapacity not due to the employee's wilful misconduct shall be entitled to absence paid at the appropriate ordinary hourly rate for five days pay during the first year and for each subsequent year of employment.

13.2 Provided that the employee complies with the conditions prescribed hereunder:

13.2.1 The employee shall, where practicable, advise the employer of his or her inability to attend for work on the morning of the absence and as far as possible the nature of the illness and the estimated period of absence; and

13.2.2 if so required by the employer, the employee shall produce a medical certificate or other reasonable evidence to prove the employee's inability to attend for duty on the days in respect of which days are claimed.

13.3 The foregoing provisions are not intended to limit the employer dealing with particular cases on a more generous basis

## **14. Public Holidays**

14.1 Employees shall be entitled to the following holidays without loss of pay as follows: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day or any other gazetted public holiday are observed as special days appointed by proclamation as public holidays.

14.2 Overtime can be worked by agreement on these days according to age and/or level and shall be subject to provision of Clause 11 of this agreement.

**15. Meal Breaks and Refreshments**

- 15.1 Non-paid meal breaks shall be as arranged between the employer and the employee.
- 15.2 During any shift of eight hours or more, employees shall be allowed opportunities for a paid refreshment break or breaks of no more than twenty minutes duration in aggregate and not less than ten minutes for any one break, in such manner as to not interfere with the continuous running of the establishment.

**16. Redundancy**

- 16.1 Should the need for redundancy occur the company will pay a minimum severance payment to the employee in accordance with the following schedules.  
The Managing Director may make payments in excess of the minimum payments set out below.

**Scale of Severance Payments**

Length of continuous service by employee	Rate for calculation of amount of severance payment.	
	If employee under 45 year of age	If employee 45 or more years of age
Less than 1 year .....	Nil	Nil
1 year and more but less than 2 years ...	4 weeks pay	5 weeks pay
2 years and more but less than 3 years ..	6 weeks pay	7.5 weeks pay
3 years and more but less than 4 years ..	7 weeks pay	8.75 weeks pay
4 years and more .....	8 weeks pay	10 weeks pay

This Agreement satisfies minimum provisions of the Employment Protection Act, 1982.



## 17. Disputes Procedure

- 17.1 All disputes or grievances arising within the enterprise shall as far as practical be resolved through consultation among all of the parties within the enterprise. Accordingly the following procedure shall be followed:
- 17.1.1 initially the staff member shall discuss any grievance, dispute or claim with the immediate supervisor
  - 17.1.2 where there is no satisfactory resolution arising from discussions between the employee and his/her supervisor they may both agree to involve other employees on a confidential and informal basis from any level or section of the enterprise.
  - 17.1.3 where there is no satisfactory resolution through informal discussions among nominated employees the aggrieved employee may after informing his supervisor take the matter for resolution to the Department Manager.
  - 17.1.4 where there is no satisfactory resolution at Department Manager level the employee may inform the Department Manager and take the matter for resolution to the Managing Director of the enterprise.
  - 17.1.5 should the matter involve interpretation of this agreement the employee and Managing Director may agree on the involvement of an impartial third party from outside the organisation who can assist them reach a mutually acceptable outcome.
- 17.2 If not settled the parties may request the matter to be taken up through the due processes with the Industrial Relations Commission.

17. No Duress.

The A. P. I. Enterprise Agreement 1993 was not entered into under duress by any of the following persons who are party to it:

Name	Residential Address and Telephone Number	Signature
G. CHALLITA	MORTDALE 56- MUTUAL Rd.	G. Challita
Wach	19/2A HENRY	Wach
	MEMPHONS POINT	-
F. EKTAS	5/4 Britannia Cres Hillsdale	F. Ektas
A. BULUT	2211 Gray Cres Eastlakes	<del>A. Bulut</del>
Liwarsih Zacharia	4/114 Cardenees Rd	Liwarsih
J Stephenson	61 HOME HWY CARRAMATTA	J Stephenson
SILVY Sensury	2/4 SOLISBURY RD	Silvy
SUPATTA PUMKHOM	77-93 COOK RD.	Supatta
TEK LIONG HWC	37 BRONTE	Teik
S SERENO	5 DERMONT ST HASSALL GROVE	Sandra P. Sereno
S Blood	554 34.34	Selene Blood
T BASADA	6624921	TAENGTHAI
BRUCE OLIFE	520-2945. 13 M'ALISTER AVE, ENGLEBINE	Bruce Oliffe
WINSTON DE GOUVEN	1/8 BIRKEN AVE BASILARDS	Winston

Employer Name

Associated Plastics Industries Pty Ltd.

A.C.N. No. 001 240 919

Signed under Authority  
of the Board

Enterprise Initiatives  
Support Service to Achieve and Maintain Enterprise Agreements  
301 Kent Street, SYDNEY NSW 2000

Ph. Business (02) 949 3975 Facs (02) 290 1381 Mobile 018 97 3738

17. No Duress.

The A. P. I. Enterprise Agreement 1993 was not entered into under duress by any of the following persons who are party to it:

Name	Residential Address and Telephone Number	Signature
SLAVKA	693 5442	MITRESKA
	7/99 HIGH ST	MASCOT
I. WATTS	7 Alex Place Bigh Pant 045-227370	I. Watts
S. Sullivan	S Kinsel Ave Kingsgrove 507042	S. Sullivan
J. ROONEY	ENGADINE 12 THURLGONARD	J. Rooney
I. NURDI	2/10 OCTAHE BOULEVARD DULWICH HILL	I. Nardi
G. AZZI	RANDWICK 142 LOVELLY RD.	G. Azzi
R. MANEY	33 EIGHTH AVE CAMPSIE	R. G. Maney
S. BLANCO	3/4 TUPIA ST. BOTANY	S. Blanco
R. BARBER	STANWELL PARK. 144 MURRAWAL RD	R. Barber
N. MUTIPHAI	105 BUNNOR RD.	N. Mutiphai
J. BAJADA	DACEYVILLE 34 ISARC SMITH ST	J. Bajada
M. CHEN.	80 Penwick St Redfern 2016	M. Chen
T. RAMOS	23 Ruby St. Marrickville	T. Ramos
C. SORIANO	42/2 GOODLET ST. SURRY HILLS	C. Soriano
F. SIRKECI	9/7 WASTED CR HILLSDALE	F. Sirkeci

Employer Name

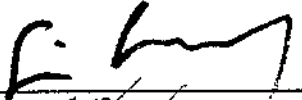
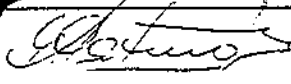


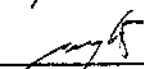
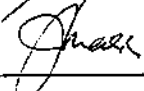
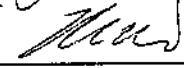
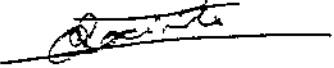
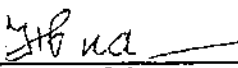
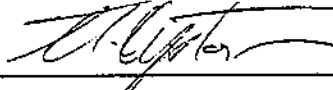

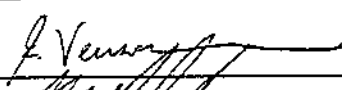
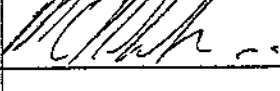
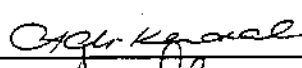
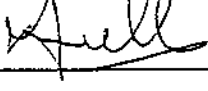
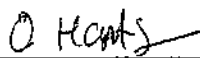
Associated Plastics Industries Pty Ltd.

A.C.N. No. 001 240 919

Signed under Authority  
of the Board

17. No Duress.

The A. P. I. Enterprise Agreement 1993 was not entered into under duress by any of the following persons who are party to it:

Name	Residential Address and Telephone Number	Signature
Simon Hennessy	174 Union St Erskineville (5172080)	
Gerardo Patino	2/4 RUOCCY PL Hinchinbrook 2168	
MARK OLIVER	84 FALCON ST CROWS NEST	
ANDREW PYLARINOS	6 WILBUNG RD ILLAWONG	
Davido Jomara	# MARCUS ST. KINGS PARK	
JEFFREY MARR	12 DANIEL AVE BAULEY HILLS 2153	
KIM XUYEN TRAM	28 SUTHERLAND ST ST PETERS	
ORLANDO JACINTO	9/2A HERBERTS D. HILL	
SIU HOA TRINH	450A ENMORE RD ENMORE	
MATHEW MISTON	ERSKINVILLE 35 DEVINE ST Marrabira	
Kathy Costa	68 Bayce Rd	
EDGAR VENSON	3/16 MELFORD ST. HURLSTONE PARK	
MARTY MICHANSON	MORTDALE 16/72 SERSEYANL	
ANNE KENDAL	4/29 TORR AVE SANS SOUCI	
DAVID FULLER	17 DALMEY AD NORTHBRIDGE	
Olivia Hartley	1121 Belmore Rd Randwick	

Employer Name

Associated Plastics Industries Pty Ltd.

A.C.N. No. 001 240 919

Signed under Authority  
of the Board
