

# ENTERPRISE AGREEMENT

NO: E.A. 306 /1996

DATE REGISTERED: 31-10-96.

PRICE: \$ 22-00

**POLYTUFF PTY LIMITED**

**ENTERPRISE AGREEMENT 1996**

1. TITLE

This agreement shall be known as the "Polytuff Pty Limited Agreement 1996".

2. ARRANGEMENT

Clause	Subject
1.	Title
2.	Arrangement
3.	Area, Incidence and Parties Bound
4.	Date and Period of Operation
5.	Relationship to Parent Award
6.	Terms of Engagement
6A.	Career Progression
7.	Labour Flexibility
8.	Hours
9.	Overtime
10.	Meal and Rest Periods
11.	Annual Maintenance Close Down
12.	Annual leave
13.	Long Service Leave
14.	Sick leave
15.	Payment of Wages
16.	Wages
17.	Annual Holidays
18.	Disciplinary Procedure
19.	Grievance Procedure
20.	Declaration
21.	Future Negotiations

3. AREA, INCIDENCE AND PARTIES BOUND

This agreement shall be binding upon Polytuff Pty Limited and employees of Polytuff Pty Limited engaged in or in the connection with the manufacture of polyurethane products at the Tamworth New South Wales enterprise in the following classifications:-

Rotational Moulder/factory hand  
Rotational Moulder Leading Hand  
Grade One to Six Driver

4. DATE AND PERIOD OF OPERATION

This agreement shall take effect from the date of registration and operate from the first pay period commencing on or after that date under the provisions of the Industrial Relations Act 1991 and shall remain in force for a period of twelve months.

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5. RELATIONSHIP TO PARENT AWARD

The terms and conditions of this Agreement shall replace in toto the terms and conditions of the following State Award which would otherwise govern the employment relationship at the enterprise, namely:-

- Plastic Moulding & c (State) Award
- Plastic Moulding & c State Wages Adjustment Award
- Transport Industry Mixed Enterprises Interim (State) Award

Subject to S122 of the Industrial Relations Act 1991, any subsequent amendments made to the parent award after the date of this agreement's registration will not be included into the terms and conditions of this agreement unless by mutual consent between the parties; with the exception of increases to the ordinary rate of pay in the parent award, which if greater than the ordinary rate in this agreement, will be included in the terms and conditions of this agreement at the effective date in the parent award.

6. TERMS OF ENGAGEMENT

Terms of engagement can be either Full time or Casual.

Full time and Casual employment for the first three (3) months shall be on probation, and during such probationary period can be terminated by a day's notice. Individual employees shall only do one probationary period.

After the probationary period has expired, employment for full time employees shall be on a weekly basis and may be terminated only by one week's notice on either side which may be given at any time or by the payment by the employer or forfeiture by the employee of a week's pay in lieu of notice.

Casuals shall be employed on a daily basis and may be terminated by a days notice. Casuals shall receive annual leave in accordance with the Annual Holidays Act 1944 and 20% and 15% casual loading both of which are to be calculated based on the hourly rate of pay outlined in clause 17 Wages of this agreement.

This clause shall not affect the right of the parties to enter into a part-time work agreement consistent with Chapter 2 Part 2 Division 4 of the Industrial Relations Act 1991.

Notwithstanding the above the employer shall have the right to dismiss an employee without notice in the case of an employee guilty of misconduct.

6A. CAREER PROGRESSION

The parties to this agreement recognise that in order to increase the efficiency and productivity of the enterprise, a greater commitment to skill development is required.

Opportunities will be afforded where practicable to enable employees to develop skills and competencies necessary for the progression through the structure at the enterprise.

Employees will be encouraged to progress to the highest level personally attainable consistent with the needs of the workplace.

JBT 

F. C. M. 

F. C. M.

## 7. LABOUR FLEXIBILITY

Employees shall perform a wider range of functions and duties including work which is incidental or peripheral to their main task or functions.

Employees shall perform such work as is reasonable and lawfully required of them by management including accepting instructions from authorised personnel.

Employees shall comply with all reasonable requests to transfer, and to perform any work covered by this agreement. In carrying out duties, employees shall ensure and take all necessary steps to ensure the quality, accuracy and completion of any job or task is maintained to the satisfaction of management.

Employee shall not impose any restrictions or limitations on the measurement and/or review of work methods or prevent the flexible arrangement of labour including the use of management when required to maintain the operation of the plant.

In situations of machine failure, employees will be required to take measures to ensure the plant is kept clean and free from spent materials and other items resulting from or in connection with the production process.

Any direction given by management shall be consistent with the employer's obligations under the Occupational Health and Safety Act 1983 (NSW).

All protective clothing and equipment must be worn when required. Each employee will be supplied with a pair of safety boots which must be worn at all times.

## 8. OBJECT OF PARTIES

It is the objective of this agreement to implement workplace practices to enable more flexible working arrangements, which improve the efficiency, productivity, enhance skills and job satisfaction and to assist in positively ensuring that the company becomes a more efficient operation.

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

- (a) flexible working hours
- (b) workplace productivity
- (c) the development and maintenance of cooperative working relationships

## 9. HOURS

- (a) Ordinary hours shall be worked between Monday to Friday inclusive between 7.30.a.m. and 4.p.m. and shall not be greater than 40 hours per week.
- (b) Employees under this agreement will be entitled to 1 day off per month to be taken at management's discretion.
- (c) Provision is made in this Agreement for the flexibility to operate shift work into the future.

OCT. '96 (TUE) 17:03

(d) Where the temperature exceeds <sup>58</sup>46 degrees Celsius, provision will be made to make up those days lost production by operating shifts. The appropriate shift allowances of .44 cents per hour will be paid.

10. OVERTIME

- (a) Any work done in excess of 40 ordinary hours prescribed in Clause 9 Hours shall constitute overtime worked.
- (b) Overtime worked shall be paid at the rate of single time.
- (c) The working of overtime shall be on a voluntary basis.
- (d) Time off in lieu of overtime may be given upon request of the employee for overtime work. Time off in lieu is to be at the rate of actual time worked and is to be taken at a time mutually agreed with management and production schedules.
- (e) Time off in lieu of overtime is to be taken within a six months time frame at the discretion of management.

11. MEAL AND REST PERIODS

A period of thirty minutes (30) per day shall be allowed for a meal to be arranged so as to minimise disruption to the production process, to ensure that the production process is continuous meal breaks will be staggered as directed by management.

One rest period of fifteen minutes (15) duration shall be allowed each full day and will be staggered as directed by management.

12. ANNUAL MAINTENANCE CLOSE DOWN

- (a) Management reserves the option to close down the enterprise or a section or sections thereof provided one month's written notice is given pursuant to Section 4A of the Annual Holidays Act 1944 and subsequent amendments thereafter and payment is made in accordance to such Act.
- (b) Management also reserves the option to stand down employees due to breakdown of machinery giving as much notice as is practicable in the circumstances. Employees may request to take any entitlements owing during this period should it prove to be necessary.

13. ANNUAL LEAVE

Annual Leave entitlements shall be in accordance with the leave provisions of the Annual Holidays Act 1944 and subsequent amendments to that Act.

Consistent with the provisions of the Annual Holidays Act 1944 annual leave will be taken in line in normal circumstances within limits of the production schedules or otherwise approval by management.

JBT  
H.C.M.I.

F.W.

14. LONG SERVICE LEAVE

Entitlements to long service leave shall be in accordance with the provisions of the Long Service Leave Act 1955 and any subsequent amendments to such Act.

15. SICK LEAVE

Employees shall be entitled to five days paid sick leave for the first year of service and eight days thereafter. Provided that any such sick leave taken during the first three months from the date of commencement of employment will not be paid until that period of service is complete.

Employees shall, as soon as practicable and during the ordinary hours of the first day of such absence, inform their employer of their inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

After forty eight (48) hours sick leave has been taken, a medical certificate shall be produced or who fail to notify their supervisor of their absence will produce a medical certificate. Failure to produce a medical certificate will imply that the employee shall not be entitled to payment for the period of absence.

16. PAYMENT OF WAGES

Wages payable to weekly employees shall be paid by open cheque. Salaried staff will be paid by open cheque on a monthly basis. Changes to this form of payment may be made to accommodate unusual circumstances or situations.

17. WAGES

The rate of pay for ordinary hours worked will be above that applicable under the parent award, namely the Plastic Moulding & c (State) Award and Transport Industry Mixed Enterprises Interim (State) Award.

Classifications:

Rotational Moulders/factory hands - duties as per the Parent Award.

Rotational Moulder leading Hand - duties as per the Parent Award

Driver - duties as per the Parent Award

Weekly Employees -

(a) Moulders/factory hands - 3mths Probationary period	\$349.40 gross
- Full Time	
(after 3 mths satisfactory service)	\$384.94
(after 6mths satisfactory service)	\$405.84
(after 18mths satisfactory service)	\$415.00

JBT [Signature]  
JC [Signature]

FW



(b) Driver

Grade One	\$388.40 pw
Grade Two	\$402.00
Grade Three	\$411.40
Grade Four	\$419.60
Grade Five	\$440.70
Grade Six	\$446.00

The abovementioned wages for weekly employees include variable heat allowances of .32 cents per hour.

All gross wage figures referred to above exclude any factory bonus allowances.

All the allowances mentioned in this Clause will be paid at the rate of :-

Leading hand	\$18.60 per week
First Aid Certificate	\$8.40 per week
Hot Work	.32 cents per hour

Casual workers in (a) above are to receive a weekly amount proportionate to the time worked by the casual employee to that of the full time employee plus 20% and 1/12th covering Annual Holidays as stated in the Annual Holidays Act, 1944.

Casual workers in (b) above are to receive a weekly amount proportionate to the time worked by the casual employee to that of the full time employee plus 15% and 1/12th covering Annual Holidays as stated in the Annual Holidays Act, 1944.

**Bonus System:**

The company will pay a bonus to employees covered under this agreement on a percentage basis. This is to be paid at quarterly intervals throughout the year, to be based on productivity levels, product wastage as well as Occupational Health and Safety practices.

1. Polymer/product wastage will be weighed at production day's end to identify levels for bonus scheme.
2. Occupational Health and Safety practices will be monitored monthly.

**Production Bonus \***

This bonus scheme will be payable on the nett amount of turnover per month above the following figures based on a percentage basis as detailed below :-

Up to \$100,000 p.m.	NIL
100 - 125,000 p.m.	.5%
126 - 150,000 p.m.	.6%
151 - 175,000 p.m.	.7%
176 - 200,000 p.m.	.8%
201 - 225,000 p.m.	.9%
226,000 p.m. plus	1%

\* THE BONUS SCHEME WILL BE AFFECTED BY MANUFACTURED WASTE PRODUCT AT PRODUCED COST i.e. where product is lost through employee negligence, the produced cost of that product will be deducted from the gross turnover.

+ THE ALLOWANCE FOR MANUFACTURED WASTE IS ONE SHOT ) excluding new moulds and 5,000 gallon tanks) In regard to SECONDS - if the wholesale price is achieved, it will not affect gross production figure.

A daily production book will be initiated in conjunction with the bonus system.

It will be the Workshop/Factory Foreman's responsibility to record all item indicated. Each individual machine operator is to report his production tally at day's end to the Workshop Foreman.

Superannuation obligations will be consistent with the relevant legislation and payable into the National Mutual Superannuation Fund.

#### 18. PUBLIC HOLIDAYS

- (a) The days on which are observed as public holidays under this agreement will be New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday , Anzac Day, Queens Birthday, Christmas Day, Boxing Day.
- (b) It will be the practice of this company not to require work to be performed on any public holidays. Notwithstanding this, the company shall have the right to direct employees to work if production schedules require such work.
- (c) Where an employee performs work on a public holiday referred to in Clause (b), the employee shall be paid at the rate of single time for all time worked on that public holiday with a minimum of six hours.
- (d) With respect to Clause 18 (a) no public holiday shall be paid to an employee on the day(s) which are not their normal working day(s).

#### 19 DISCIPLINARY PROCEDURE

The following procedure shall be adhered to by the company and the employees.

- (a) Employees who exhibit unsatisfactory performance or behaviour shall be counselled so that they understand the standards expected of them and will be offered assistance and guidance in achieving those standards.
- (b) Confidential written records of such counselling will be made. The employee will be shown the written records and will have the opportunity of commenting on its contents where in writing or orally. The record will be placed on the employee's file.
- (c) Employees whose performance or behaviour is unsatisfactory will be given a week to demonstrate a willingness to improve. If at the end of this period, the employee shows no willingness to improve in the opinion of the company, then disciplinary action up to and

including dismissal may be taken. This includes failure to adhere to Occupational Health and Safety practices as required by the legislation.

- (d) Nothing in the procedure shall limit the right of the Company to summarily dismiss an employee for serious or wilful misconduct.
- (e) An employee may have a witness present, if they so desire.

## 20. GRIEVANCE PROCEDURE

The procedure for the resolution of industrial disputation will be in accordance with Section 185 of the Industrial Relations Act 1991. These procedural steps are:-

1. Procedure in relation to a grievance of an individual/all employees
  - (a) The employee is required to notify (in writing) the Manager as to the substance of the grievance, and request a meeting with the employer.
  - (b) At the conclusion of this discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
  - (c) The employee may be represented by an industrial organisation of employees.
  - (d) While a procedure is being followed, normal work must continue.

## 21. DECLARATION

The parties declare that this agreement:

- (a) Is not contrary to public interest;
- (b) Is not unfair, harsh or unconscionable;
- (c) Was at no stage entered into under duress; and
- (d) Reflects the interests and desires of the parties.

## 22. FUTURE NEGOTIATIONS

The parties agree to commence negotiations on a new agreement at the conclusion of nine months should there prove to be a need.

This agreement is made at Tamworth on this the 30 Day of AUGUST 1996

SIGNED FOR AND ON BEHALF OF POLYTUFF PTY LIMITED

SIGNED BY THE INDIVIDUAL EMPLOYEES TO BE COVERED BY THIS AGREEMENT BETWEEN POLYTUFF PTY LIMITED AND ITS EMPLOYEES.

F. Wedmore  
Print Name in Full

Jim  
Jim Broughton TURNER

F. Wedmore  
(Frances Elizabeth, Nichola Wedmore)

IN THE PRESENCE OF

Fred MCDOVERN  
Scott Leslie  
Scott Leslie WARDLE

[Signature]  
Witness

PETER JAMES CAMERON  
Print Name in Full

IN THE PRESENCE OF

[Signature]  
Witness  
PETER JAMES CAMERON  
Print Name in Full

