

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/100

**TITLE:** **AEP Industries (Australia) Pty Ltd NUW Chester Hill Agreement 2003**

**I.R.C. NO:** IRC4/414

**DATE APPROVED/COMMENCEMENT:** Approved 20 February 2004/Commenced 1 April 2003

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/201

**GAZETTAL REFERENCE:** 21 May 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 46

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all Filmpac Production Staff and Site Stores Personnel employed by AEP Industries (Australia) Pty. Limited, located at the Company's Chester Hill Site 149 Orchard Road, Chester Hill, NSW 2162 and shall be read in conjunction with the Rubber Workers (State) Award but shall override the Award to the effect of any inconsistency.

**PARTIES:** AEP Industries (Aust) Pty Ltd -&- the National Union of Workers, New South Wales Branch

# AEP INDUSTRIES / NUW (NSW) - CHESTER HILL - AGREEMENT 2003

## 1. Title

This Agreement shall be known and referred to as:

The AEP Industries (Aust) Pty Ltd / NUW (NSW) - CHESTER HILL AGREEMENT 2003

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APPENDIX - "F"	SUBSTANCE ABUSE POLICY

### 3. Parties

The parties to this Agreement shall be:

- (a) AEP INDUSTRIES (AUSTRALIA) PTY. LIMITED;
- (b) NATIONAL UNION OF WORKERS, NEW SOUTH WALES BRANCH.

#### 3A. AREA, INCIDENCE AND DURATION OF AGREEMENT

This Agreement shall operate from 1 APRIL 2003 and shall remain in force for a period of twenty four months therefrom, i.e. until 1 APRIL 2005 with a 4% increase applicable 1st April, 2003 and a further 3.5% increase applicable 1st April, 2004, however the Company agrees to consider renegotiation of this increase should the CPI index be higher than 3.5% in the second year. It shall apply at the Company's Chester Hill Site to all Filmpac Production Staff and Site Stores Personnel.

#### 3B. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read in conjunction with the Rubber Workers (State) Award but shall override the Award to the effect of any inconsistency.

### 4. Grievance and Dispute Procedures

The parties to the "dispute settlement procedure" jointly recognise that it is essential for good industrial relations to be maintained, as good industrial relations will maintain jobs as well as plant profitability. These procedures do not constitute a "NO STRIKE AGREEMENT" but do recognise the necessity to absolutely minimise lost time through industrial disagreements.

#### THE PROCEDURES:

In the event that a dispute arises between an individual employee and the immediate supervisor, as a result of a disagreement initiated by either person, then:

- STEP 1: The individuals involved will immediately attempt to resolve the issue in a calm, non-combatant manner between themselves.
- STEP 2: If the matter is not immediately resolved, both of those involved will immediately refer the disagreement:
  - (a) in the Case of the Employee - the Appropriate Delegate Or Shop Steward; and
  - (b) in the case of the supervisor, that person's immediate superior.

Discussions between the persons referred to in (2) hereof shall take place within 24 hours from the time the disagreement first arose.

- STEP 3: If the dispute has not been resolved by this time, the matter will be reported to the relevant plant production manager and a senior union delegate or shop steward.

The matter will be discussed by the parties involved with the express aim of resolving the issue(s) in dispute.

This process will take place within 48 hours of the time from which the dispute or disagreement first arose.

- STEP 4: If the dispute is still unresolved, the Company will involve the Industrial/Personnel Department and the employees will involve the appropriate Union Officer. This shall take place within five working days of the time from which the dispute arose.

When this fourth step is implemented a time of 48 hours or such time as is agreed between the parties shall be allowed to resolved the issue.

STEP 5: If the dispute is of a nature that requires additional assistance, the company will involve the Operations Manager (Filmpac).

The Union Officer referred to above shall refer the matter to the Secretary of the Union.

It is essential that all of the above procedures be completed within a maximum period of seven working days.

In the usual event that the issue(s) cannot be resolved by the parties mentioned in these procedures, both parties will seek the immediate assistance of the Industrial Relations Commission.

The Industrial Relations Commission will attempt to resolve the issue(s) by mediation. If mediation is unsuccessful, the parties will jointly request the Industrial Relations Commission to arbitrate the matter. While all of these procedures are taking place, work will continue.

The fact that the work continues will not prejudice the position of any of the parties and will not disadvantage any individual. If any employee performs work to which a strong objection is expressed, then that issue will be resolved by these procedures without any prejudice to the employees concerned, or their union as an entity.

Nothing in this procedure shall be taken to mean or imply that any person shall be required to perform unsafe work practices.

NB: In relation to the time limits set down in this procedure, the parties will make a genuine attempt to work within those time frames subject to the availability of relevant personnel due to shiftwork, etc.

#### 5. Rates of Pay

The base rates of pay to apply to AEP Filmpac Production and Stores Staff shall be as set out in Attachment "A" affixed to the affidavit of Mrs Kerrie Morris dated 30th January 2004 in Matter No. IRC.414 of 2004.

The ordinary weekly wage rates to be paid for each group set out therein, takes into account the nature of the work and the circumstances under which it is performed, including the wearing of protective clothing and equipment.

The rates of pay in Exhibit 1 shall apply for all purposes of this Agreement as well as for all forms of authorised leave whether granted by virtue of this Agreement or by legislation.

#### ALLOWANCES:

ON CALL:	Four (4) Hours Pay
MEAL ALLOWANCE: Shift and Dayworkers	\$8.75
FIRST-AID ALLOWANCE Shift and Dayworkers	\$2.10 / day
MILEAGE ALLOWANCE /PRIVATE CAR USE: All	55 cents / kilometre

#### 6. Hours of Duty

The ordinary hours of duty for employees engaged on day work shall not, without payment of overtime at the rates and subject to the conditions prescribed by this part of this Agreement, exceed eight in any one day, nor 38 hours per week, to be worked Monday to Friday between the hours of 6.00 a.m. and 6.00 p.m. Provided, however, that these days and times may be varied by agreement between the employer and the Union to suit the peculiar circumstances of Chester Hill factory.

After the first four weeks of employment, the ordinary starting or finishing time of an employee shall not be changed during the currency of a working week unless overtime is paid.

The Leisure Day Agreement which previously applied at the site, (and a copy of which is retained by the company and the union) has been taken into account in method of working hours and pay rates applied at the site.

## **7. Shift Work - Definitions and Hours**

(a) Definitions:

"Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.

"Night Shift" means any shift finishing after midnight and at or before 8.00 a.m.

"Continuous Shift Worker" means an employee working eight hours per shift inclusive of crib time and who normally works on Sundays and holidays, or under the twelve-hour shift agreement detailed at Appendix "E".

"Non-continuous Shift Worker" means an employee:-

- (i) Who works at least five consecutive days of eight hours per shift inclusive of crib time and who does not normally work on Sundays and holidays; or
- (ii) Who works at least five consecutive days of eight hours per shift exclusive of meal hours and who does not normally work on Sundays and holidays.

"Crib Time" means time for "crib" to be taken at suitable opportunities in any shift or period so as not to interfere with the employee's duties.

(b) Hours - Continuous Shift Work:

This subclause shall apply to continuous shift workers as hereinbefore.

The ordinary hours of such shift workers shall not exceed:

- (i) 8 in any one day; or
- (ii) 48 in any week; or
- (iii) 88 in 14 consecutive days; or
- (iv) 152 in 28 consecutive days.

Subject to the following conditions, such shift workers shall work at such times as the employer may require:

- (v) A shift shall consist of not more than eight hours, inclusive of crib time.
- (vi) Except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (vii) Twenty minutes shall be allowed to shift workers each shift for crib time which shall be counted as time worked.

(c) Hours - Non-continuous Shift Work:

This subclause shall apply to non-continuous shift workers as hereinbefore defined.

The ordinary hours of such shift work shall be worked between midnight Sunday and 8.00a.m. Saturday, and shall be of five shifts of eight hours inclusive of twenty minutes crib per shift.

See also subclauses 8(c) and 9(a) of this Agreement.

(d) Twelve Hour Shift Roster Agreement:

The AEP Filmpac Twelve Hour Shift Roster Agreement contained in Appendix "E" to this Agreement shall override inconsistent provisions in this Agreement in relation to those employees working on that roster.

### **8. Shift Rates**

(a) Employees engaged on shift work whilst on afternoon or night shifts except on a Saturday, Sunday or Public holidays, shall be paid 15 per cent more than the ordinary rate for such shifts, except for employees covered by subclause (b) hereof.

(b) An employee who is required to work:

- (i) during a period of engagement on night shift only; or
- (ii) on night shift for a longer period than four consecutive weeks; or
- (iii) on a night shift which does not rotate or alternate with another shift or with day work so as to give at least one third of time off night shift in each three shift cycle;

shall, during such engagement, period or cycle, be paid 30 per cent in addition to the ordinary rate for all time worked during ordinary working hours.

(c) Non-continuous shift workers shall, for work performed between midnight on Friday and the ordinary ceasing time on Saturday, be paid at the minimum rate of time and a half.

(d) The minimum rate to be paid to continuous shift workers for work performed:

- (i) between midnight Friday and midnight Saturday, shall be time and a half. (Note: See subclauses 13(f) and (g) of this Agreement as to work on Sundays and holidays).
- (ii) For the purpose of subclauses (c) and (d) hereof, a shift starting at 11.00 p.m. shall be deemed to commence at midnight.
- (iii) Employees engaged on continuous shift work which does not continue for at least three months shall be paid an additional loading of ten cents for each shift worked on the continuous work roster and shall receive their proportion of annual leave prescribed by subclauses 17(a) and (m) of this Agreement.

### **9. Overtime**

(a) All overtime worked by a day worker or a non-continuous shift worker in excess of the rostered daily hours shall be paid at the rate of time and one half for the first two hours and double time thereafter.

(b) All time worked by a continuous shift worker in excess of the rostered daily hours shall be paid for at the rate of double time.

(c) The provisions of subclauses (a) and (b) hereof shall not be applicable where the time worked in excess of the rostered daily hours is by arrangement between employees.

(d) In computing overtime for the purposes of the foregoing subclauses each day or shift, shall stand alone.

(e) All time worked by a continuous shift worker on a shift that is in excess of the regular number of shifts in any one week shall be paid for at the rate of double time.

Rest Period After Overtime:

- (f) When overtime is necessary, it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work on successive days in the case of day workers and eight hours in the case of shift workers.

An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, that there has not been at least ten consecutive hours off duty in the case of day workers and eight hours in the case of shift workers between those times shall, subject to this subclause, be released after completion of such overtime until there has been the stipulated number of hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the employer, such an employee resumes or continues work without having had a rest period in accordance with this subclause, the employee shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until ten consecutive hours have elapsed in the case of a day worker and eight consecutive hours in the case of a shift worker off duty without loss of pay for ordinary working time occurring during such absence.

Saturday Work - Five Day Week:

- (g) A day worker on a five day week required to work overtime on a Saturday, shall be afforded at least three hours work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the previous day.

General:

- (h)
  - (i) An employee may be required to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
  - (ii) Unless the period of overtime is less than one and a half hours, an employee before starting overtime, after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates, the employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

Stand-by:

- (i) Where an employee is requested, and agrees in advance to be available for call-back and is not required, he shall be paid four hours at the ordinary rate. However, if the employee fails to resume normal duty the next shift and cannot produce acceptable evidence, e.g. sick certificate or statutory declaration of the reason for absence, the four hours stand-by will be forfeited.

**10. Meals**

- (a) An employee required to work more than two hours overtime either before or after working ordinary hours shall be allowed \$8.75 for meal money.
- (b) If an employee, pursuant to notice, has provided a meal or meals and is not required to work overtime, or is required to work less than the amount advised, the employee shall be paid as above prescribed for meals which have been provided but which are surplus.
- (c) For employees engaged on day work, an interval of not less than 30 minutes shall be allowed for the midday meal, as near as possible to the middle of the day's work, which shall not count as time worked.
- (d) An employee shall be not compelled to work for more than five hours at any time without a break for a meal.

**11. Contract of Employment**

- (a) To become entitled to payment of the weekly wage, an employee shall perform such work as the employer shall from time to time require on the days and during the hours usually worked by the class of employee affected and in accordance with the terms of this part of this Agreement.
- (b) The training period of new operators will be from three weeks to a period of up to nine full shifts.

Temporary employees may be engaged as required provided they are notified at the time of the engagement that their employment is for a specified period of time, or for a specified task or specified tasks and whose employment is not terminated before the expiry of that period or the completion of that task, or those tasks; further provided that conditions of employment covering weekly employees shall apply to temporary employees unless specifically modified to meet the requirements dictated by short-term employment.

- (c) Failure to attend for duty as required by the employer shall lose pay for the time of such non-attendance except as provided for elsewhere in this part of this Agreement.
- (d) TERMINATION OF EMPLOYMENT -

Except as provided by sub-clause (b) hereof, employment shall be terminated only as follows:-

(i) NOTICE OF TERMINATION BY EMPLOYER -

- (1) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

- (2) In addition to the notice appearing in subparagraph (1) of paragraph (i) of this subclause, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice prescribed in subparagraphs (1) and/or (2) of this paragraph shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

Provided that an employee may be dismissed without notice for serious misconduct and in such cases the employee shall be paid up until the time of dismissal only; provided further that the employer may deduct payment for any day or part thereof, an employee cannot be usefully employed because of any strike by the Union or any other Union or through any breakdown of machinery or any stoppage of work by any cause whatsoever which the employer cannot reasonably prevent.

- (4) For the purpose of this sub-clause, notice given at or before the commencement of any shift shall commence to run from the beginning of such shift and notice given after the commencement of a shift shall not begin to run until the commencement of the next succeeding shift.
- (5) NOTICE OF TERMINATION BY EMPLOYEE -

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.



If an employee fails to give notice, the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

- (6) Provided that where the employee and the employer genuinely agree, the employee may be released prior to the expiry of the notice period with payment of wages to the date of termination only.
- (e) A condition of an employee becoming entitled to wages shall be that, before the time of payment of such wage, the employee shall not have committed a breach of this part of this Agreement by:
  - (i) after receiving or giving the notice prescribed by this part of this Agreement being absent from work except for reasonable cause (proof of which shall be upon the employee); or
  - (ii) leaving the employment without giving such notice, provided nevertheless, that the employer shall pay wages for the time worked (and any holiday, annual leave or sick pay otherwise payable) less two day's wages calculated at the Agreement rates for a day worker and such employee's classification.

Notification of Absence:

- (f)
  - (i) Subject to paragraph (ii) hereof, an employee who is absent from work without the employer's consent for a continuous period exceeding one working day shall on the first day of the absence, if practicable, and in any event within 24 hours of the commencement of such absence, inform the employer of their inability to attend for duty, and as far as practicable, state the reason for the absence and the estimated duration thereof.
  - (ii) An employee who proves to the satisfaction of the employer (or in the event of dispute to the Industrial Relations Commission) that his failure to give the required particulars of an absence was reasonable in the circumstances shall not be in breach of this sub-clause.

Abandonment of Employment:

- (g) The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer in accordance with subclause (f) hereof shall be prima facie evidence that the employee has abandoned employment.

If, within a period of fourteen days from the employee's last attendance at work or the date of the last absence in respect of which notification has been given, or consent has been granted, an employee has not established to the satisfaction of the employer that the employee was absent for reasonable cause, the employee be deemed to have abandoned the employment.

Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

#### 11A. CONTRACT/CASUAL LABOUR

Casual Employees:

- (a) A casual employee shall be paid per hour the hourly rate of the weekly rate prescribed for the class of work performed plus twenty per cent.
- (b) The role of casuals is to cater for peaks in demand for labour. It is not the intention for casual employment to be used to replace full-time or part-time permanent employment.

- (c) A casual employee who has performed work on a regular basis Monday to Friday inclusive for a continuous period of 26 weeks shall be offered weekly employment as a weekly employee by the employer at the expiration of the said 26 weeks.
- (d) The employer agrees to discuss the use of casuals with the Union Delegates.
- (e) Casuals Not Employed Directly by the Employer:

The employer agrees that work:

that is performed by persons who are not directly employed by the employer, at AEP Filmpac;  
and

that would otherwise be covered by this agreement

will only be accepted by the employer if those persons who perform the work receive the same rates of pay and award/agreement conditions as employees covered by this agreement.

### **12. Maximum Number of Hours**

No employee shall be required to work for more than twelve hours in any one day or shift, except in the case of a breakdown in machinery or to ensure a continuance of operation for employees.

### **13. Holiday and Sunday Work**

- (a) Subject to this clause, all employees shall be granted the following holidays without loss of pay:

New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Eight Hour Day; Queens Birthday; Bank Holiday (NSW); Christmas Day; and Boxing Day;

or such other day in substitution for any specified day as may be agreed upon between the NSW Branch of the Union and the employer.

When a special public holiday is proclaimed by Order-in-Council or otherwise gazetted by the authority of the Australian Government or of a State Government under any State Act and is observed by industry generally, such day shall be deemed to be a holiday for the purpose of this Agreement. Provided that such holiday shall apply only to employees within that State or Australian Territory proclaiming or gazetting such holiday.

- (b) For the purpose of this part of this Agreement:

- (i) Where Christmas Day falls on a Saturday or on a Sunday, the following Monday or Tuesday shall be observed as Christmas Day.

- (ii) Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day;

- (iii) Where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day;

and the said Saturday and/or Sunday shall be deemed not to be holidays.

- (c) An employee receiving or entitled to payments under the Workers' Compensation Act in NSW shall not be entitled to payment for any of the holidays prescribed in subclause (a) hereof occurring during such absence, but shall only be entitled to the difference between the payment received for such day under the NSW *Workers' Compensation Act* and the ordinary wage for the holiday.

- (d) An employee who is absent from work on any portion of the working day preceding or following a holiday provided for in this clause without a reasonable excuse or without permission from the employer shall not be entitled to payment for such holiday. This clause shall apply to only one day for each absence as specified.
- (e) Notwithstanding anything to the contrary contained in this Agreement, if the employer gives to an employee a notice of termination of engagement expiring or taking effect within fourteen days before the date on which any of the said holidays fall or are observed, the employer shall pay the employee so dismissed a day's pay for each such holiday falling or being observed, within fourteen days of the termination of the engagement, unless the engagement is determined by the employer by reason of misconduct of the employee; provided that this subclause shall not apply to an employee who at the date of expiration of such notice shall not have been employed by the employer for at least 80 per cent of the ordinary working time of the three consecutive weeks immediately preceding the expiration of such notice.
- (f) All time worked on a Sunday shall be paid at the rate of double time.
- (g) All time worked on any holiday provided for in this clause shall be paid for at the rate of double time and a half with the exception of Good Friday and Christmas Day (or the day nominated in substitution) on which days all time worked shall be paid for at the rate of treble time.
- (h) When any holiday falls on a continuous shift workers' Rostered Day Off, such employee shall be paid the ordinary wages for the time worked during the week in which the holiday occurs plus the ordinary rate for the time they would have worked if the holiday were not their day off.

#### **14. Payment of Wages**

- (a) Wages shall be paid not later than Thursday in each week (or fortnight for those employees paid on a fortnightly basis) following the end of each pay period.
- (b) The wages shall be calculated up to the end of the preceding pay period.
- (c) All wages shall be paid during working hours.
- (d) An employee leaving on proper notice of termination or being dismissed shall be paid his wages on leaving or being dismissed, provided that when an employee is dismissed outside ordinary office hours, he shall be paid not later than 10.00 a.m. on the next working day and he shall be paid one hour's travelling time at this previous ordinary rate. In the case of piece workers or bonus workers, the time wages only need be paid in accordance with the foregoing provisions and only piece work or bonus earnings to which the terminating employee has become entitled shall be posted by registered mail within seven days after the date of termination.
- (e) On each pay day, employees shall be provided with a statement showing the following details:
  - (a) the name of the employee;
  - (b) the classification of the employee under the Agreement;
  - (c) the date on which the payment was made;
  - (d) the period of employment to which the payment relates;
  - (e) the gross amount of remuneration (including overtime and other payments);
  - (f) the amount paid as overtime or such information as will enable the employee to calculate the amount paid as overtime;
  - (g) the amounts of shift and other allowances;

- (h) the amount deducted for taxation purposes;
  - (i) the amount deducted as employee contributions for superannuation purposes;
  - (j) the particulars of all other deductions;
  - (k) the net amount paid.
- (f) Notwithstanding subclauses (a), (b), and (c) and (d) hereof, wages shall be paid by means of Electronic Funds Transfer into a bank account nominated by the employee.
- (g) Pay errors below \$20.00 to be corrected and included in next pay period.

#### **15. Classifications:**

- (a) Employees on Grade 1 shall be entitled to a review of their classification after three months in the presence of an NUW Representative (unless otherwise requested by the employee). Further reviews shall take place each three months, if necessary, to assist employees reaching a higher classification.
- (b) Employees on other Grades shall also be entitled to periodic review of their classification (on request by the employee) and may be accompanied by an NUW Representative in any meeting with Management, if requested.
- (c) Mixed Functions have been deleted from this agreement. Any employee who is able to perform duties at a higher grade than their current classification will, subject to a review, be reclassified permanently to that higher grade.

#### **16. Travelling Time, Allowance and Board**

- (a) Where an employee goes direct to a job away from the usual place of employment, all travelling time reasonably spent in excess of the time usually taken in travelling to and from the employees' home to the usual place of employment shall be paid for at ordinary rates on all metropolitan and suburban work.
- (b) On country and interstate work, travelling time outside ordinary working hours shall be paid for at ordinary rates with a maximum of eight hours of any period of 24 consecutive hours commencing at 8.00 a.m. on any day.
- (c) Travelling time on Sundays and holidays shall be paid for at time and one half.
- (d) All fares, board and lodging and reasonable travelling expenses incurred whilst travelling shall be paid by the employer, provided that excess fares only shall be paid on all metropolitan and suburban work.
- (e) If so desired, employees shall present themselves for work on outside jobs at the usual starting time and shall work up to the usual ceasing time.

#### **17. Annual Leave**

- (a) Except as provided in subclauses (c) and (m) hereof, a period of 28 consecutive days leave shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave).

Annual Leave Exclusive of Public Holidays:

- (b) The annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 13 of this Agreement and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period, one working day for each such holiday falling as aforesaid.

Broken Leave:

- (c) The annual leave shall be given and taken in a continuous period or, if the employee and the employer so agree, in two or three separate period and not otherwise.
- (d) For the purpose of this clause, service shall be deemed to be continuous notwithstanding:
  - (i) Any interruption or determination of employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
  - (ii) Any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
  - (iii) Any absence with reasonable cause, proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause, the employee to become entitled to the benefit of this subclause, shall inform the employer, in writing if practicable, within 24 hours of the commencement of such absence of the inability to attend for duty and as far as practicable, the nature of the illness, injury or cause and the estimated duration of absence.

In calculating the period of twelve months' continuous service, any such absence as aforesaid shall not, except to the extent of not more than 28 days in the first twelve months' employment and 80 days in the second and subsequent years in the case of sickness or accident, be taken into account in calculating the period of twelve months' continuous service. Any absence from work by reason of any cause not being a cause specified in this subclause, shall not be deemed to break the continuity of service for the purposes of this clause unless the employer, during the absence or within fourteen days of the termination of the absence, notifies the employee in accordance with this subclause, that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism, such notice shall be given in writing to the employee concerned but in cases of concerted or collective absenteeism, notice may be given to employees by the posting up of a notification in the plant in the manner in which general notifications to employees are usually made in that plant and by posting to the Union a copy of it not later than the day it is posted up in the plant.

A notice to an individual employee may be given by delivering it to the employee personally or by posting it to the last recorded address in which case it shall be deemed to have reached the employee in due course of post.

Successor or Assignee:

- (e) Where the employer is a successor or assignee or transmittee of a business, if an employee was in the employment of the employer's predecessor at the time when he became such successor or assignee or transmittee, the employee in respect of the period during which he was in the service of the predecessor shall, for the purpose of this clause, be deemed to be in the service of the employer.

Leave to be Taken:

- (f) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by subclauses (k) and (l) hereof payment shall not be made or accepted in lieu of annual leave.
- (g) Annual Leave shall be given at the time fixed by the employer within a period not exceeding six months from the day when the right to annual leave accrued and after not less than one month's notice to the employee.

Leave Allowed Before Due Date:

- (h) An employee may be allowed Annual Leave before the right thereto has accrued due but where leave is taken in such a case, a further period of Annual Leave shall not commence until after the expiration of the twelve months in respect of which Annual Leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged before completing the twelve month's continuous service in respect of which the leave was granted, the employer may, for each one complete month of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wages paid on account of the Annual Leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 13 of this Agreement.

Payment of Period of Leave:

- (i) Each employee, before going on leave, shall be paid all wages which would normally become due and payable during the period of leave. For the purpose of this subclause and subclauses (k), (l) and (m) hereof, wages shall be at the rate prescribed by clause 5 of this Agreement for the occupation in which the employee was ordinarily employed immediately prior to the commencement of leave or the termination of the employee's employment, as the case may be. Payment in the case of employees employed on piece or bonus work or any other system of payment by results, shall be at the rate which the employee averaged over the previous three months excluding overtime payments.

Loading of Annual Leave:

- (j) During a period of Annual Leave, an employee shall receive a loading calculated on the rate of wage prescribed by clause 5 of this Agreement including average bonus where applicable but excluding shift penalties.

The Loading shall be as follows:-

- (i) Day Workers: An employee who would have worked on day work had he not been on leave - a Loading of 17½%.
- (ii) Shift Workers: An employee who would have worked on shift work had he not been on leave - a Loading of 17½%.

Provided that where an employee would have received shift loadings prescribed by clause 8 of this Agreement had the employee not been on leave during the period and such loadings would have entitled the employee to a greater amount than the loading of 17½%, then the shift loadings shall be added to the aforesaid rate of wage prescribed in lieu of the 17½% loading.

Provided further that if the shift loadings would have entitled the employee to a lesser amount than the loading of 17½%, then such loading of 17½% shall be added to the aforesaid rate of wage prescribed in lieu of the shift loading.

The loading prescribed by this subclause shall not apply to proportionate payment on termination.

Proportionate Payment of Termination:

- (k) On termination of service, an employee shall be paid for Annual Leave at the rate of 3.08 hours for each completed week of service, being service in respect of which Annual Leave has not been granted under this clause.

Annual Close Down:

- (l) Where the employer closes down the plant or a section or sections thereof for the purpose of allowing leave to all or the bulk of the employees in the plant or section concerned, the following provisions shall apply:-

- (i) The employer by giving not less than one month's notice of intention so to do, stand off for the duration of the close-down, all employees in the plant or section or sections concerned and allow to those who are not then qualified for four full weeks leave, paid leave on a proportionate basis of 3.08 hours pay in respect of each completed week of continuous service.
- (ii) An employee who has then qualified for four full weeks leave and also completed a further week or more of continuous service, shall be allowed leave and shall also be paid 3.08 hours pay in respect of each completed week of continuous service performed since the close of his last twelve monthly qualifying period.
- (iii) The next twelve monthly qualifying period for each employee affected by such close-down, shall commence from the day on which the plant or section or sections concerned is closed down.
- (iv) If, in the first year of service with the employer, an employee is allowed proportionate Annual Leave under paragraph (i) hereof, and subsequently within such year lawfully leaves the employment or the employment is terminated by the employer, the employee shall be entitled to the benefit of subclause (k) hereof, subject to adjustment for any proportionate leave which may have been allowed as aforesaid.

Continuous Shift Workers:

- (m)
  - (i) In addition to the leave hereinbefore prescribed, Continuous Shift Workers, as defined, shall be allowed seven consecutive days' leave, including non-working days.
  - (ii) Where an employee is engaged for part of the period over which annual leave has accrued as a continuous shift worker, the employee shall be entitled to have the period of annual leave in subclause (a) hereof increased by half a day for each completed month he is continuously engaged as aforesaid.
- (n) If a continuous shift worker's Annual Leave is broken into two or more separate periods and the twenty-first (normally rostered overtime) shift occurs in more than one of the periods, then payment at penalty rates shall only be made once in respect of any one year's Annual Leave entitlement.
- (o) All disputes under this clause shall be referred through the dispute procedure.

### **18. Sick Leave**

An employee who is absent from work on account of personal illness or accident arising out of or in the course of employment, shall be entitled to leave of absence, at ordinary rate of pay, subject to the following limitations:-

- (a) The employee, as soon as reasonably practicable, within eight hours if possible, or at most within 24 hours of the commencement of such absence, inform the employer of inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of absence:
- (b) The employee shall prove to the satisfaction of the employer that on account of such illness or injury, the employee was unable to attend for duty on the day or days for which sick leave is claimed.

Application of the Sick Leave shall be as follows:-

- (i) An employee shall be credited with 7.6 hours for all day work or 12 hours for a shift worker sick leave entitlement per month for the first three months of continuous employment; the employee shall not be entitled in the first year of service to paid sick leave in excess of 84 hours.
- (ii) An employee shall be credited with a further 84 hours sick leave entitlement upon each subsequent anniversary of employment.

- (iii) Single day absences shall be paid if sick pay is claimed and subject to entitlement and upon the employee completing the appropriate leave form and providing the reason for such absence.

Where an employee incurs regular single day absences, the employer shall be entitled to receive documentary evidence provided that the employee has been counselled in the presence of a union delegate.

- (iv) For continuous absences of two days or more, the sick leave claim form must be accompanied by the medical certificate setting out the period of time during which the employee was or is unable to report for duty, or else an equivalent properly signed Statutory Declaration, duly witnessed and signed by a Justice of the Peace, prior to payment for sick pay.

- (v) All sick leave will be fully cumulative from year to year. Upon resignation, retirement or retrenchment after one year's service, the accumulated value of the employee's sick leave will be paid to him at the ordinary rate of pay, with the exception of the current year's entitlement.

This provision does not apply to employees employed by the company after 30 June 1988, nor to those employees who have elected to receive a once only payment as at that date.

- (vi) In the event of the death of an employee, all accumulated sick leave to the employee's credit shall be paid to the employee's nominated dependent.

- (vii) The above provisions shall be further extended to cover the situation where an employee is unable to attend work on account of severe illness of the employee's spouse/or children, provided that accumulated sick leave is available to the employee. Leave of absence shall be allowed and deducted from such accumulated sick leave without deduction of pay for a period of up to five days per annum. However, proof of such illness shall be furnished by the employee to the satisfaction of the employer and such proof shall specifically cover each day of the said absence.

## **19. Other Leave**

### **Jury Service:**

- (a) an Employee Required to Attend for Jury Service During Ordinary Working Hours Shall be Reimbursed By the Employer an Amount Equal to the Difference Between the Amount Paid in Respect of the Attendance for Such Jury Service and the Amount of Wage Excluding Overtime and Shift Penalties the Employee Would Have Received Had the Employee Not Been on Jury Service. Further, the Employee Shall Give the Employer Proof of Attendance, the Duration of Such Attendance and the Amount Received in Respect of Such Jury Service.

### **Bereavement Leave:**

- (b) An employee shall, on the death of a person in the categories included in sub-clause 34(c) (excluding the category in sub-clause 34(c)(ii)(2)) of this Agreement, be entitled to leave of absence of four days without deduction of pay.

Proof of such death shall be furnished by the employee to the satisfaction of the employer.

### **Blood Donor's Leave:**

- (c) An employee, having given 24 hours notice, and supplying appropriate proof, may take up to four hours' leave to donate blood to a Blood Bank on four occasions per year. The above provisions shall not apply if the Mobile Blood Bank visits the plant.

Payment for leave under subclauses (a), (b), (c) and (d) hereof, shall be at the ordinary rate plus average bonus where applicable.



## **20. Rest Period**

A rest period of ten minutes without deduction of pay shall be allowed to all employees in the first half of each day or shift at a time fixed by the employer; provided that the time of taking the rest period may vary at the option of the employer as between employees and provided further that employees shall not leave the department or section in which they are employed without the consent of the employer.

## **21. Tools of Trade**

- (a) The employer shall provide all tools of trade.
- (b) An employee may be required to sign a receipt for any tools issued to such employee.
- (c) An employee who has been provided with facilities to lock up tools at the end of each shift shall be held responsible for the safe custody of tools issued and shall replace or pay for any tools so provided if lost through the employee's negligence.

## **22. Protective Clothing and Equipment**

Where the request is made and the employer deems it necessary, the employer shall provide suitable protective clothing and equipment for an employee. Such employee shall wear and be responsible for the clothing and equipment so provided.

## **23. First-Aid Attendant**

- (a) First-aid appliances (including blankets, a stretcher and First-aid Manual) and qualified First-Aid Attendant, shall be provided by the employer.
- (b) An employee appointed by the employer to render First-aid, shall be paid the sum of \$1.91 for each working day for which the employee is so appointed and attends for duty in addition to the wage rates prescribed by this part of this Agreement. Such persons shall be trained to a satisfactory Company standard to render First-aid.

## **24. Health and Hygienic Conditions**

- (a) The employer shall supply suitable dining-room accommodation.
- (b) The employer shall provide sufficient boiling water for employees at meal hours and rest periods.
- (c) The employer shall supply cooled drinking water reasonably accessible to employees.
- (d) The employer shall provide employees with suitable baths or showers and a changing room and an individual lockup cupboard.
- (e) Hoods and exhaust flues shall be installed over mixing drills, dry heaters, chalking or sifting machines and buffs; provided that no hood or exhaust flues shall be required to be installed over any portable buffs unless agreed as necessary and practicable by management and employee representatives.
- (f) The employer and employee engaged in any manufacturing process involving the use of benzol, shall observe the provisions of any State Act or Regulations relating thereto.

## **25. Heavy Weights**

- (a) No male employee shall be required to pull, drag or push more than 0.5 tonne provided that this subclause shall not apply to any truck on rails not to any truck fitted with ball or roller bearings.
- (b) No female employee shall be required to lift or carry more than 13 kgs.

- (c) No male employee shall be required to lift or carry excessive weights. Any dispute about what constitutes "excessive weights" shall be considered through the disputes procedure.

## **26. Union Business**

The Union Official:

- (a) The State Secretary of the Union or any Official thereunto authorised by the Union, shall not be prevented by the employer from visiting and conversing with the employees covered by this part of this Agreement in any part of the employer's premises.
- (b) If any such Official acts in a manner objectionable to the employer or to any Manager or Supervisor or Employee, the right of such official to visit may be determined by the employer and the Union may substitute another Official.

OTHER MATTERS:

- (c) Where written authority is provided by the worker, the employer will deduct union membership fees from the employees' wages or salary and remit them, along with a schedule of such contributions, to the union at monthly intervals.
- (d) The company shall facilitate an introduction of the on-site NUW Delegates to any new employees at the point of hire to allow the delegates to discuss union membership with those new employees.
- (e) NUW Delegates shall be allowed paid time during working hours to attend to on-site matters including discussing matters affecting members with the relevant AEP Management.

In addition, a delegate shall be allowed paid time (when rostered on for work) to attend up to 4 NUW Delegates' meetings provided AEP Management are advised in advance of the details of the meeting place and time. Further meetings may be agreed to subject to agreement by management. Such agreement shall not be unreasonably withheld.

## **27. Record Or Time Book**

- (a) The employer shall keep in the English language some card or check used in connection with a mechanical clock or a time and wages book showing the name of each employee, occupation, the hours worked each day and the wages, allowances and overtime paid each week.
- (b) The records referred to in subclause (a) hereof, shall be open for inspection by a duly accredited Official of the Union (as to employees covered by this Agreement) during the usual office hours at the employer's office or at a convenient place; provided that no inspection shall be demanded unless the Secretary of the Union or of a Branch thereof suspects that a breach of this Agreement has been, or is being, committed; provided also that only one demand for such inspection shall be made in one fortnight at the same establishment; provided also that no demand for production need be complied with unless 24 hours' notice in writing of the intention to inspect shall have been given to the employer.

## **28. Notice Board**

- (a) A notice board shall be provided for the posting of Union Notices in the dining room or in some other prominent position at the plant.
- (b) Any notice previously approved by the employer or their representative may be posted on such notice board.
- (c) A copy of this Agreement and every variation thereof shall be posted on the notice board provided, pursuant to subclause (a) hereof not later than 28 days after the date of issue of such Agreement or variation thereof.

## **29. Redundancy**

The ICI / NSW Labor Council Redundancy Agreement (see Annexure "D") shall apply to all parties to this Agreement.

## **30. Saving Clause**

Neither this Agreement nor any part thereof shall be used by the Company or the unions as evidence or example before any Court or Tribunal in respect of proceedings by or against other company establishments, or other employers or trade union.

## **31. Training**

- (a) The parties to this agreement recognise that in order to increase the efficiency, productivity and international competitiveness, a greater commitment to training and skill formation is required. Accordingly, the parties commit themselves to:
  - (i) developing a more highly skilled and flexible workforce;
  - (ii) providing all employees with career opportunities through appropriate training to acquire additional skills;
  - (iii) removing barriers to the utilisation of skills acquired.
- (b) Following proper consultation and the establishment of a training committee, the employer shall develop a training programme consistent with:
  - (i) the current and future skill needs of the enterprise;
  - (ii) the size, structure and nature of the operations of the enterprise;
  - (iii) the need to develop vocational skills relevant to the enterprise and the plastics industry through courses conducted and/or accredited by appropriate educational institutions and authorities.
- (c) The training committee shall be constituted by an equal number of employer and employee representatives and shall have a charter which clearly states its role and responsibilities.
- (d)
  - (i) Where it is agreed that additional training in accordance with the programmes developed pursuant to subclause (b) hereof should be undertaken by an employee, that training may be undertaken either on or off-the-job. Provided that if the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay.

The employer shall not unreasonably withhold such paid training leave.
  - (ii) Any costs associated with standards fees for prescribed courses and textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure.
  - (iii) Travelling costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- (e) Any disputes arising in relation to subclauses (b) and (c) shall be subject to the provision of Clause 4 - Grievances and Dispute Procedures.

### 32. No Extra Claims

It is a term of this Agreement that for the nominal term of the Agreement, neither the company, nor the Union and its members shall make any extra claims in respect of those matters covered by the Agreement or the Award, except where consistent with the Agreement or a "State Decision" of the Industrial Relations Commission of NSW.

### 33. Family Leave

Use of Sick Leave:

- (a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (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 either:
    - (1) a member of the employee's immediate family; or
    - (2) a member of the employee's household.
  - (iii) the term "immediate family" includes:
    - (1) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person who lives with the first-mentioned person as the husband, wife or partner of that person on a bona fide domestic basis, although not legally married to that person; and
    - (2) a child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- (d) The 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 their 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.

Unpaid Leave for Family Purpose:

- (e) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

Annual Leave:

- (f)
  - (i) Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take Annual Leave not exceeding five days in any calendar year at a time or times agreed between them.
  - (ii) Access to Annual Leave, as prescribed in paragraph (f)(i) above, shall be exclusive of any shutdown period provided for elsewhere under this award.

- (iii) An employee and employer may agree to defer payment of the Annual Leave loading in respect of single day absences, until at least five consecutive Annual Leave days are taken.

Time Off In Lieu of Payment for Overtime:

(g)

- (i) 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.
- (ii) 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.
- (iii) An employer shall, if requested by an employee, provide payments, at the rate provided for the payment of overtime in the award, for any overtime worked under paragraph (g)(i) of this subclause where such time has not been taken within four weeks of accrual and requested by the employee.
- (iv) On each occasion that the employee elects to use this provision, the resulting agreement shall be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.

Make-Up Time:

(h)

- (i) An employee may elect, with the consent of their 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.
- (ii) An employee on shift work may elect, with the consent of their employer, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.
- (iii) On each occasion that the employee elects to use this provision, the resulting agreement shall be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.

Grievance Process:

- (i) In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with the dispute settling provisions of this award.

## APPENDIX "A"

### 1. DEFINITIONS

#### ACCIDENT PAY:

#### Total Incapacity:

(a)

- (i) In the case of an employee who is or deemed to be totally incapacitated within the meaning of the Workers' Compensation Act (hereinafter referred to as the Act) and arising from an injury covered by this scheme "Accident Pay" means a weekly payment of an amount representing the difference between the total amount of compensation paid under section 9 of the Act for the week in question and the total 40 hour weekly rate for a day worker payable under the terms of agreement for the employee's normal classification of

work for the week in question if the employee had been performing his normal duties; provided that such latter rate shall exclude additional remuneration by way of special rates, shift premiums, weekend penalties, overtime payments and other similar payments.

Payments for Part of a Week:

- (ii) Where an employee receives pay and such pay is payable for incapacity for part of a week, the amount shall be a direct pro rata.

Injury:

- (b) For the purposes of this scheme, injury shall be given the same meaning and application as applying under the *Workers' Compensation Act* and no injury shall result in the application of accident pay unless an entitlement exists under the Act, but the scheme applies only to injuries sustained whilst in the employ of the Company.

*Workers' Compensation Act:*

- (c) Means the *Workers' Compensation Act, 1926-1967* as amended from time to time, of the State of New South Wales.

2. QUALIFICATIONS FOR PAYMENT

- (a) Accident pay shall only be payable to an employee whilst such employee remains in the employment of the Company and then only for such period as the employee receives a weekly payment under the Act.

In the case of the termination by the Company of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this scheme except in those cases where the termination:

- (i) is due to serious and/or wilful misconduct on the part of the employee;
- or
- (ii) is due to redundancy or retirement.

In the case of an employee who elects to terminate the employment whilst incapacitated and receiving accident pay, such payment shall be payable only up to the date of such termination of employment.

- (b) Accident pay shall not apply to an incapacity occurring during the first three weeks of employment unless such incapacity continues beyond the first three weeks and then, subject to subclause (c) hereof and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first three weeks.
- (c) Subject to the provisions prescribed in subclause (b) hereof, accident pay shall apply as from the date of injury or the first day of absence, for which compensation is payable.
- (d) An employee on engagement may be required to declare all workers' compensation claims made in the previous five years and in the event of false or inaccurate information being given deliberately and knowingly declared, the Company may require the employee to forfeit his entitlement to accident pay.
- (e) Where medical evidence supports, the Company will offer and the employee will accept alternative employment whilst incapacitated and excluded from performing his normal work. Provided that if the employee elects not to accept the offer of alternative employment, the employee shall not be eligible for accident pay.

In deciding whether the employee will be offered alternative employment, the Company will take into account the medical reports from the employee's medical adviser, the medical adviser nominated by the Company's workers' compensation insurer, and the opinion of the Company medical officer.

An employee offered and accepting alternative work in accordance with the provisions of this subclause shall be paid the rate of pay applicable to the classification in which he was employed at the time of injury.

- (f) Accident pay will not apply in cases where, in the opinion of the Company, the injury arises from an incident where the employee has not observed the Company's safety and other regulations, but will apply if the employee is injured whilst carrying out duties and/or training directly or indirectly related to the employment.

### 3. MAXIMUM PERIOD OF PAYMENT

The maximum period of aggregate of periods of accident pay to be made by the Company shall be a total of 52 weeks for any one injury as defined in subclause 1(b) of this Appendix.

### 4. ABSENCES ON OTHER PAID LEAVE

An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

### 5. NOTICE OF INJURY

An employee, upon receiving an injury for which the employee claims to be entitled to receive accident pay, shall give notice in writing of the said injury, and in accordance with Company safety regulations, as soon as reasonably practicable after the occurrence thereof; provided that such notice may be given by a representative of the employee.

### 6. Medical Examination

In order to receive entitlement to accident pay, an employee shall conform to the requirements of the Act as to medical examination.

Where, in accordance with the Act, a medical referee gives a certificate as to the condition of the employee and the employee's fitness for work or specifies work for which the employee is fit, and such work is made available by the Company and refused by the employee, or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

(Refer also to subclause 2(e) of this Appendix).

### 7. Redemption of Weekly Payments

Where there is a redemption of weekly compensation payments under the Act, the Company's liability to pay accident pay shall cease as from the date of such redemption.

### 8. Civil Damages Claims

- (a) An employee receiving, or who has received, accident pay, shall advise the Company of any action the employee may institute or any claim the employee may make for damages. Further, the employee shall, if requested, provide an authority to the Company entitling the Company to a charge upon any money payable pursuant to any verdict or settlement on that injury.

- (b) Where an employee obtains a verdict for damages in respect of an injury for which the employee has received accident pay, the Company's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the Company, the employee shall pay to the Company any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.
- (c) Where an employee obtains a verdict for damages against a person, other than the Company in respect of an injury for which the employee has received accident pay, the Company's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the Company, the employee shall pay to the Company any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.

9. VARIATIONS IN COMPENSATION RATES

Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

10. DEATH OF EMPLOYEE

All rights to accident pay shall cease on the death of an employee.

## APPENDIX "B"

POSITION DESCRIPTION

STOREMAN - ALL GRADES

(Reports to Customer Service/Materials Manager

**BASIC JOB PURPOSE:** To ensure that raw materials and finished products are received, stored and despatched to meet customer requirements.

Item No.	PRINCIPAL ACCOUNTABILITIES	MEASUREMENT CRITERIA
1.	<b>ALL LEVELS:</b>  <b>SAFETY:</b> Ensure store area housekeeping is of a high standard.	No MTI's, UIR's.
2.	<b>CUSTOMER SATISFACTION:</b> Ensure customer satisfaction, principally in the areas of quality and service.	Customer feedback on service.
3.	<b>QUALITY:</b> Contribute to the Quality Continuous Improvement Process.	
1.	<b>LEVEL 1:</b> All of the above, plus:  <b>Safe Loading:</b> Ensure procedures for forklift operation, manual handling and stacking requirements meet Company policies and standards.	
2.	<b>Stocktakes:</b> Accurately count/record and identify goods held in store area.	Report inaccuracies.



3.	Ensure all materials are clearly and correctly identified	Error rate.
4.	Requires basic keyboard skills.	
	LEVEL 2: All of the above, plus:	
1.	Competent keyboard skills. Perform transactions for:  Raw Materials receipting, issues, requisitions, product acceptance and stock location. Enquiries of stock levels and locations.	
2.	Control stocks and reconcile stocktakes of Raw Materials.	Self-audit.
3.	Product Knowledge - Identification/coding of Raw Materials, Finished Goods and Scrap.	No of stock adjustments.
4.	Plant Knowledge - Pelletiser Production Types/Rates, Raw Material Needs/Film Output. Read and action Dispatch Orders.	Delivery Performance.
	LEVEL 3: All of the above, plus:	
1.	Knowledge of production/dispatch/receiving documents.	
2.	Knowledge of stores procedures and operations, both internal and external. Carry out cyclic stocktakes.  Knowledge of production/dispatch procedures.	Complete up to 6 cyclic stocktakes each year.
3.	Entering production details in Chemcall in an accurate manner to enable preparation of documents for dispatch and tracking stock levels/customer orders.	Error Rate
4.	Prepare dockets/orders for dispatch.	
5.	DNOT, DNTX, PREC, etc. of dockets.	Orders > 97% IFOT.
6.	Filing of documentation.	Accuracy of input.
7.		Audit Requirements.
	LEVEL 4: All of the above, plus:	
1.	Knowledge of customer special requirements.	Dispatch accuracy.
2.	Detailed and accurate operation of stock control procedures including tracking production/orders to assist in reconciliation of stocktakes.	Record accuracy. Stock adjustments. Cyclic Stocktakes Service Levels.
3.	Knowledge of transport operations.	Transport Costs.
4.	Communication with supervisors, colleagues and customers with respect to distribution operations.	
5.	Provide ongoing training to other stores personnel.	

6.	General supervision of stores areas.	Procedure compliance. Cleanliness.
7.	Knowledge of ink store procedures and requirements	
8.	Ensure customer service levels are maintained.	> 97% orders IFOT.

**TRAINING REQUIREMENTS OF POSITION**

**SKILL REQUIREMENTS**

Technical and Practical:

- Fully competent in areas where training complete.
- Maintain high standards of performance.
- Good literacy and numeracy skills.

Managerial:

- Self Starter

**TRAINING REQUIREMENTS**

Formal Education or Equivalent

Desirable - Year 10 Minimum (All Levels)

Other Training Desirable.

Forklift Licence.

EDP Experience.

Typical Experience Required Including Time Span

**AUTHORITIES GRANTED TO THE POSITION**

- (a) Personally Authorise:
  - (i) Expenditure
  - (ii) Quality System Activities
  - (iii) Other
- (b) Discuss with your Supervisor Before Authorising.
- (c) Recommend Action to your Supervisor.

**APPENDIX "C"**

**PRODUCTION CLASSIFICATION**

POSITION DESCRIPTION - "FILMPAC" CHESTER HILL

GRADE 1: POSITION DESCRIPTION

ENTRY: NEW EMPLOYEE:

Skills/Duties:

1. Undertakes Induction Training which will include information on AEP, conditions of employment, induction to fellow workers and supervisors, training and career path opportunities, quality control and most importantly, occupational health and safety.

2. Commences Basic Training Programme as Follows:

Factory operations are divided into several Plant Areas and Plant Functions. These include:

- a. Recovery (Pelletiser)
- b. Polymer Handling (Blender)
- c. Core Cutting
- d. Film Testing and Quality Assessment
- e. Basic Extrusion Lines 9-11
- f. Embossing

The opportunity will be given to train in at least 3 plant areas. The minimum period at this level will be 3 months. This is the probationary period of employment.

Failure to make satisfactory progress will lead to employment being terminated. A Formal Review will be conducted at the end of the three (3) months probationary period.

Normally, the maximum period in Grade 1 will be 12 months.

3. Performs essentially routine duties including general labouring and cleaning.

SKILLS REQUIRED - GRADE 1 (INDICATIVE)

GRADE 1:

Minimum 3 Months - Maximum 12 Months:

BASIC EXTRUSION: C9, C10 and C11.

Working in this area, an operator can learn the basic extrusion skills and will obtain the skill of setting up the four (4) basic film forms, that of Tube, Centrefold, Gusset and Sheet.

Skills Required:

- i. Needs to understand how raw material is converted from solid to liquid and know reasons for Temperature Profiles.
- ii. Understand all machine controls and reason for each machine component.  
e.g. Air Ring Blower - to cool bubble  
Main Nip Speed - to alter film thickness
- iii. Be capable of forming a bubble and inflating to required size.
- iv. Be capable of "threading" an empty film path.
- v. Lift bubble and put machine on line - Slitting/Gusset Treatment

### Printing

- vi. Understand workings of raw material mixing units and be able to set up.
- vii. Understand reeling operation and be capable of "BOXING ON".
- viii. Material wrapping and packing.
- ix. Materials recording.
- x. Materials handling equipment -pedestrian forks
  - stretch wrapping
  - overnight storage
  - use weigh machine
- xi. Machine recording - process conditions.
- xii. Keyboard skills.

### Housekeeping:

- a. Clean up all spills of raw materials at machine mixing units.
- b. Clean up all bubble lumps and film ends.
- c. General machine cleaning; e.g. Know location of Scrap Cages, Used Core Cages and Rubbish Bins/Cages. Know movement of these cleaning/recycling cages.

### EMBOSSING:

- i. Needs to understand basic operation of embosser;
  - e.g.
    - (a) Threading Embosser
    - (b) How embossed thickness is achieved.
- ii. Needs to understand all machine controls and their effect.
  - e.g. Steam Drum Speed Control - increases and decreases speed of steam drum.
- iii. Must be capable of carrying out a change from one product to another.
- iv. Material wrapping and packing.
- v. Materials Recording - Roll weight and length recording.
- vi. Materials Handling-Loading parent rolls
  - loading Embossed Roll
  - Pedestrian Fork
  - Stretchwrapping

## Overnight Storage

- vii. Keyboard Skills.

### FILM TESTS:

\*Must be capable of measuring the following basic film properties and knowing where to locate specifications for these basic properties:

- i. Width - with measuring tape
- ii. Average Gauge - on weigh balance (Mettler)
- iii. Gauge Range - on dial gauge
- iv. Bag length
- v. Seal Strength Test
- vi. Opacity - for colour opacity
- vii. Impact Strength Test - body and edgefolds
- viii. Recording of results from Basic Tests
- ix. Keyboard skills.

### PELLETISER:

- i. Needs to understand how the scrap film is converted from solid to liquid and then back to a solid granule.
- ii. Understand all machine controls and reasons for each component.  
e.g. Reel Nips - to pull film into SHREDDER.
- iii. Needs to have sound knowledge of different grades of scrap.
- iv. Be capable of Starting Pelletiser and bringing "on line".
- v. Be able to change from one grade to the next.
- vi. Use weighting machine
  - Tare Unit (bins and cages)
  - Start Auto Fill and Auto Stop.
- vii. Finished Product Recording - Master Sheet (Accounts) and Bin Identification.
- viii. Machine Recording.
- ix. Materials Handling Equipment
  - Pedestrian Fork
  - Stretchwrapper
- x. Operator Maintenance

- Screen Changes
- Granulator Blade Change
- H2O Cooling Filter Bag Change

xi. Keyboard Skills.

#### CORE CUTTING:

- i. Needs to know different extruder core requirements including offcut core length requirements.
  - e.g. Strength of Core (Colour Coded)
  - Core Size (Product and Machine Dependent)
- ii. Needs to know machine outputs to calculate core usage/shift.
- iii. Needs understanding of operation of Core Cutting Equipment.
- iv. Must know safety requirements
  - e.g. Hearing Protection
- v. Needs to know operation of Materials Handling Equipment - Pedestrian Fork.
- vi. Needs understanding of Core Storage Areas and Stock Cores Available.
- vii. Keyboard Skills.

#### BLENDER:

- i. Needs a sound knowledge of all raw materials and additives.
- ii. Use weigh machines.
- iii. General responsibility for accounting and paper work. (Blend Sheets, Blend Dockets, Raw Material Requirements, etc.)
- iv. Use Materials Handling Equipment:
  - a. Pedestrian Forklift
  - b. Stretchwrapper
  - c. Skips, ottos and tumble blender.
- v. Understand Plant Outputs.
  - e.g. Machine usages for 12 hours.
- vi. Be capable of correct calculations for raw material requirements and addition rates.
- vii. Understand pedestrian fork maintenance.
  - e.g. Battery Fluid and Charging.
- viii. Keyboard Skills.

#### GRADE 2: POSITION DESCRIPTION

In addition to skills and duties of a Grade 1 Operator, the Grade 2 Operator must be competent in the following:

1. Undertake specific training in C12, C13, C6 and C5 areas for a minimum of 36 hours.

2. Will gain skills in all remaining Plant areas. The level of skill should enable the safe operation of all Plant areas, providing the plant is running without undue difficulties.
3. Has a greater level of skill and competence than a Grade 1 Operator in the following:
  - Quality Control and Testing Procedures
  - Troubleshooting
  - Basic Statistical Process Control
  - Keyboard Skills
  - Housekeeping and Cleaning
  - Safety Procedures
  - Paperwork and Accounting
  - Basic Extrusion
  - Use of Materials Handling Equipment
4. Able to work individually or in a team environment without the need for constant supervision.
5. Assist in minor adjustments and die/screw cleans.
6. Skills required include: (See Appendix 2.0).
7. Before promotion, level of skills will be reviewed across all the Plant areas and for attitude towards the operation of the shift and the Production Section in general.
8. Minimum period in Grade 2 will be 12 months. If an operator is not considered suitable for promotion at the end of 18 months, 3 months extension periods can be given together with personal counselling.

#### SKILLS REQUIRED - GRADE 2

To move to Grade 2, an Operator must have been competent in a MINIMUM of three (3) of the six (6) work areas in Grade 1.

- i. Understand differences (tension, control, inflatable mandrels, etc) between roll reeling equipment and operation in C12, C13, C5 and C6 area. (C12, C13 and C5 are all surface winding, auto and semi auto "box-on", as compared to centre winding and non-automatic "box-on" encountered during Grade 1).
- ii. Know how treatment equipment functions and know how to set up for C2 and SC treatment patterns.
- iii. Needs to know width control unit, both programming and function.
- iv. Needs to know how to set up reelers to achieve correct slitting (LH or RH pattern) and treatment placement in relationship to completed roll.
- v. Be capable of setting up web slitting equipment. Understand offcut handling systems; know operation of offcut winding as back-up to Bielloni.  
  
Have ability to set up and operate Bielloni offcut recycling unit.
- vi. Be capable of setting stereo onto printer and placing printer into operation.

- vii. Have understanding of roll reeling equipment on C15 and C14. understand operation of standby reeler on C14.  
  - To ensure the process continues without undue difficulty.
- viii. Know how to use roll handling equipment on C12, C13, C5, C14 and C15.
- ix. Know safety procedures on all machines, e.g. reeling on C15.
- x. Material packaging of higher quality products.  
  - e.g. TNT packaging requirements
  - Sack packaging
  - Rewind packaging, etc.
- xi. Basic Sackline Skills; Understand the functions of perforators, printer, printing inks, (Viscosity Control), folding frame, mitre seals, bagmaker, bag stacker and sackline testing to ensure the process continues without undue difficulty.
- xii. In addition to Basic Quality Testing attained in Grade 1 - must know how to test for following:
  - Strip Treatment
  - Circumferential differences of roll
  - Web sag of reeled film off roll
  - Co-efficient of Friction (slip)
  - Sack end seal testing
  - Valve sack Trombone seal testing
  - Mitre seal testing
  - Print colour and quality
  - Print position
  - Perforation location and number
  - Sack length
- xiii. Assist Maintenance in routine die and screw cleaning. Assist Maintenance in minor adjustments.
- xiv. Materials Handling equipment must be fully understood and licensed operation of ride-on forklifts.
- xv. Housekeeping as per Grade 1 with inclusion of ability to clean down printers and printing equipment.  
  - e.g. Clean stereo and remove
  - Clean printer and tray
- xvi. Understanding of keyboards.



### GRADE 3: POSITION DESCRIPTION

In addition to the skills and duties of a Grade 2 Operator, the Grade 3 Operator will gain extra specific skills in operating C14 and C15 or Sacklines to level sufficient to control the process and operate all control equipment without direct supervision or assistance.

In addition:

1. The Grade 3 Operator will:
  - a. gain extra experience in areas already trained for, to handle periods of poor running plus development work (sample orders and assistance during trials).
  - b. share knowledge with other operators.
  - c. undertake specific training on C14 and C15 for 36 hours, and also Sackline area for 36 hours.
2. A greater level of skill and competence than a Grade 2 will be displayed in the following areas:
  - Quality Control and Testing Procedures
  - Statistical Process Control (Run Sheets, etc.)
  - Keyboard Skills
  - Paperwork and Clerical Duties
  - Printing and Related Operations
  - Safety Procedures
  - Process Maintenance.
3. Advanced knowledge of extrusion. Capable of being trained in co-extrusion and new technologies.
4. Able to work individually or in a team environment without the need for constant supervision.
5. Skills required include: (See Appendix 3.0).
6. If high standards of performance are maintained consistently, the Grade 3 Operator may be recommended by the Supervisor for extra training to reach Grade 4 standards.

When recommended, the Operator will be assessed to be competent for Grade 4 training by the Production Manager in conjunction with the Senior Production Supervisor.

Training will be in classroom sessions on skills other than direct operating of the Plant. There will be two streams:

- i. Supervision and Training (Train the Trainer)
  - ii. Technical
- Each training area will be assessed for understanding. Some training in both streams is encouraged.
7. The minimum period in Grade 3 is 18 months. A Grade 3 Operator will be regarded as a valued employee.

### SKILLS REQUIRED - GRADE 3

- i. Need to be competent in all extrusion lines.

Need to understand the operation and control of Internal Bubble Cooling (IBC) equipment and its effect on bubble control.

- ii. Needs to understand Offcut Recycling System on C15 including operation of Satellite Extuder.
- iii. Must attain Die Setting Skills and be fully competent in this task.
- iv. Needs to understand film width and film thickness controls:
  - e.g. Know how to programme Metrel SP570  
(Metrel SP570 is Process Control Computer)  
and place into operation.
- v. Needs to understand full operation of C14 and C15 reeling process, that is, how the reeling is achieved and why. This includes a more intense training on roll handling on C14 and C15.
- vi. Higher keyboard skills required than Grade 2 to cover introduction of other computer controlled operations.
- vii. Needs a full understanding of all paperwork and clerical in all areas.
- viii. Needs to know all Quality Control requirements and be capable of using all testing equipment situated in the Quality Control Laboratory:
  - e.g. Instron for Ultimate Tensile Strength.
- ix. Must have workable knowledge of Statistical Process Control.
  - e.g. Control Charts  
X and R Charts
- x. Must attain skills to be able to achieve the following for printing and related operations on sacklines:
  - a. Needs to understand the operation and control of Internal bubble cooling (IBC) equipment and its effect on bubble control.
  - b. Must be able to change printer thread-up path to suit different order requirements.
  - c. Must be able to change inks and anti-skids as required.  
  
Must have knowledge of ink and anti-skid viscosity control.
  - d. Must be able to remove stereotypes and fit new stereotypes as per order requirements.
  - e. Must be able to obtain PRINT REGISTER by using printer controls.
  - f. Needs to know about tension control devices (Dancer Bars) for complete line and how to alter and bring on line.
  - g. Must be capable of threading and bringing on line compensators, folding frames, gussetting trees and bagmakers.

- h. Must know all Sack Quality characteristics, how to test them and how to rectify fault when DETECTED.
- xi. MUST have complete understanding of all safety procedures and all safety guards.
- xii. Must be able to assist in Process Maintenance as per Grade 2 but at a higher participation level. e.g. Die clean and assembly.

3.0 TRAINING:

- 1. At present, the minimum training period is 120 hours on an extruder and 60 hours on Sackline. During the past 15 months, we have usually included 60 hours Blending training and 60 hours Embossing (minimum) prior to training on the extruders.

This additional training was designed to enable the acquisition of the following skills:

- a. Polymer knowledge.
  - b. Plant layout.
  - c. Boxing on.
  - d. Hand Forklifts.
  - e. Twelve (12) hour Shift Work.
- 2. Under the Structured Grading System, an additional 156 hours (minimum) of training is required, in the following areas:

Core Cutting 24 hours

QC Testing 24 hours

C12 and C13 36 hours

Sacklines 36 hours

C14 and C15 36 hours

TOTAL: 156 HOURS

Hence, each new operator will receive an additional 156 hours training before becoming a Grade 3 valued employee. The proposed Career Structure is referenced in (4.0) of the document.

GRADE 4: POSITION DESCRIPTION

A Grade 4 Operator is fully trained in all production duties, process maintenance and maintains high standards of performance. In addition:

- 1. The Grade 4 Operator will:
  - a. Be capable of controlling the process under all conditions and co-ordinate all troubleshooting resources to ensure film quality remains at the desired standard.
  - b. Provide "on the job" training to Grade 1, 2 and 3 Operators in consultation with the Supervisor.
- 2. A greater level of skill and competence than a Grade 3 will be displayed in the following areas:

Quality Control Testing

Statistical Process Control and new techniques

Troubleshooting

Paperwork and Clerical Duties

Safety including Emergency Procedures

Process Maintenance

3. Will assist the Supervisor in the management of shift activities.
4. Will be capable of undertaking any routine duties of the Supervisor including deputising for the Supervisor.

#### SKILLS REQUIRED - GRADE 4

##### SKILLS REQUIRED:

Quality Control Testing

As per Grade 3 but with the ability to recommend alterations to process conditions to improve faulty or low performing products. Understand all quality recording and quality accounting systems.

Be familiar with requirements of ISO 9000.

Statistical Process Control

Be capable of using and explaining (teaching) process control charts and other new process control techniques, e.g. Film Gauge or Width Monitoring Equipment.

Troubleshooting:

Be capable of assessing the problem and then determining the cause to avoid treating the symptom rather than the cause. Must know in detail what are causes of all equipment faults and film faults:

e.g. Sag in middle of web - Slats in on bubble too tight.  
Reeler will not move - Hydraulic pump not working.

Paperwork and Clerical:

Must have detailed knowledge of all production paperwork, including Supervisors' Logs and be capable of conducting audits on amount of product produced.

Must have knowledge of paperwork and accounting requirements of other Sections:

e.g. Store Area

Accounts and Wages

Safety:

Must have ability to write Clearance Procedures when required.

Must have knowledge of all plant safety procedures including Emergency Evacuation Procedure, and be capable of co-ordinating this Evacuation Procedure if Shift Supervisor occupied by other duties.

e.g. Instruct all personnel to go to evacuation point or man phone, etc.

Process Maintenance:

**PROPOSED DISTRIBUTION OF TASKS TO BE CARRIED OUT**

BY EXTRUSION OPERATORS - GRADE 4 FOLLOWING TRAINING

1. Screens
2. Replace houses on vacuum loaders
3. Free running transfer rollers
4. Minor lubrication
5. Rubbers on Colortronics
6. Ink hoses replaced
7. Filters on blowers
8. Platens on Sackline 4
9. Roller changes
10. Stacker arms on sacklines
11. Assist in die and screw cleans
12. General polymer cleaning (air ring)

Please note: This list is not exhaustive, purely illustrative

**POSITION DESCRIPTION**

**GRADE 5 - EXTRUDER OPERATOR**

**BASIC JOB PURPOSE:**

To assist in the establishment and delivery of production targets for film and sack manufacture.

To develop your team to a performance level that satisfies out customer requirements while ensuring all product manufactured meets current applicable product specifications and is produced in accordance with prescribed standard manufacturing settings.

All of the above must occur while always operating within plant safety, health and environmental requirements and procedures.

This job will also be the understudy for the Shift Manager assuming the Shift Manager's duties as required.

**PRINCIPAL ACCOUNTABILITIES**

**SAFETY:**

Ensure that all aspects of production adhere to Safety, Health and Environment requirements and procedures, to contribute to continual improvement and to maintain an approved standard of housekeeping.

Participate in the Unsafe Acts Prevention Program, in particular UAP Assessments and assisting with the growth of the concepts of UAP.

Measures:

Number of incidences that occur within work group.

Application of SH&E Procedures Knowledge, in particular - Clearances to Work and Emergency Procedures and Incident Management.

Participation in UAP Assessments.

Participation in UAP Training.

Maintaining approved housekeeping standard.

Skills Required:

Authorised to write Clearance to Work.

Workable knowledge of Emergency Procedure.

Workable knowledge of Incident Management Procedure.

Five Step Problem Solving Techniques.

First-aid Certificate.

Incident Report Writing.

PRODUCTION:

Ensure production output rates and efficiencies are achieved by correct preparation of machines, raw materials and labour. Be capable of controlling the process under all conditions and co-ordinate all troubleshooting resources to ensure film quality and machine efficiencies remain at the required standard.

Measures:

Customer orders are completed in full and on time.

Order efficiencies and costs are achieved, scrap rate kept at agreed minimum for order and machine.

Machine downtime is minimised by problem-solving skills and management (utilisation) of resources.

Use all skills freely to develop other team/group members.

All production scrap is weighed, labelled and disposed of as instructed.

Skills Required:

Must have knowledge of all production paperwork and clerical requirements.

Be capable of conducting audits on amount of product produced and raw materials used.

Be capable of assessing the problem and determining the cause to avoid treating the symptom rather than the cause.

Must know in detail what are causes of all film and equipment faults.

Must have competent training skills.

Must have knowledge of all Plant Equipment.

Must have Fork Lift Truck Licence.

#### QUALITY:

Ensure product quality of all product manufactured meets customer requirements as per the Product Specification and accept accountability for all actions.

Assists in the identification and correction of any errors in Product Specifications, VisQueen Quality Procedures and Standard Manufacturing Setting Sheets.

Ensures that all Plant activities are conducted in accordance with the VisQueen Quality Procedures.

#### Measures:

The number of Customer Orders that are subject to customer complaints (returns).

All product is measured against correct test methods and frequencies.

All Production information is accurately recorded in the appropriate media.

The number of non-conformances identified during the Quality Audit Process.

#### Skills Required:

Needs to have knowledge of all Quality Control Requirements and be capable of using all testing equipment.

Must have knowledge of Statistical Process Control.

Must have the ability to make alterations to the process to improve faulty or low performing products.

Be capable of supervising the Plant in accordance with the VisQueen Quality Procedures.

#### WORK HABITS:

Ensure dependable work attendance patterns to minimise business costs.

Ensure all skills and abilities are freely utilised to enhance production requirements

Ensure skills development so as to be able to work flexibly and without constant supervision.

Ensure constant upgrading of personal skills so as to attain the highest skills level possible.

#### Measures:

- \* Always on the job, very regular and dependable.
- \* Always on the job on time.
- \* Always ensures all skills are freely utilised to enhance production requirements.
- \* Participation in all required job training to ensure personal skills are improved.
- \* Leads work team without considerable supervision.

Skills Required:

- \* Needs to have detailed understanding of shift roster and shift start and completion times.
- \* Flexible attitude to change.
- \* Self-starter and motivator.

ATTITUDE:

Contribute to a positive work environment by co-operating willingly with fellow employees and supervisors in all activities to enhance business viability.

Participates in a consultative manner to ensure continual improvement in all areas of the business as business needs change.

Ensure continual improvement in personal and team performance through willing participation in the Performance Review Procedure.

Measures:

- \* There is a high level of co-operation with supervisors.
- \* There is a high level of co-operation with other employees, particularly other Grade 5 - Operators.
- \* Participates in twice yearly Performance Review process for self and other team members.

Skills:

- \* Needs to possess an open attitude to change.

TECHNICAL COMPETENCE

Ensure constant upgrade of technical knowledge so as to:

- \* Assist team in skills upgrading in fault-finding and productivity enhancements.
- \* Be capable of controlling the process under all conditions.
- \* Be capable of co-ordinating all trouble-shooting resources to ensure film quality and output remains at the required level.
- \* Be capable of organising routine team/shift resources to maximise Plant efficiencies.
- \* Ensure continuous improvement is a way of life by acting as a role model and coaching all Process Operators in continuous business improvement activities.

Measures:

- \* Team fault-finding skills are at acceptable level.
- \* Plant downtime and Plant Efficiencies are at required level.
- \* Lead team in accepting continuous improvement activities.

Skills:



- \* Total knowledge of all Plant Equipment and Process.
- \* Problem Solving Ability similar to Five Whys.
- \* Basic knowledge of Pneumatics, Hydraulics and Electrics.

## ANNEXURE "D"

### REDUNDANCY

- (a) The Agreement recognises as a basic philosophy the intent of the Agreement is to ensure continued employment within AEP Industries. Concentration will be placed on training and redeployment as an alternative to cash payments. Redundancy is regarded as a last resort and shall only occur as a result of circumstances outside the control of the Company, AEP Industries. The Company acknowledges its responsibility to provide security of employment for all its employees covered by this Agreement, through effective forward planning and the use of efficient management practices such as:
- (i) the identification of industry changes and downturns in business. These changes shall include new products and technology, the phasing out of old products and technology, and changes and downturns caused by loss of competitiveness. The identification of changes will take place at a point in time which will allow for agreed training, re-training and relocation programmes to be properly implemented.
  - (ii) the establishment and maintenance of a Training and Employment History in order to facilitate (i) above.
  - (iii) negotiations with unions on a State basis for agreements on relocations of workers affected by industry changes/downturns, the framework for which will be agreed between AEP Industries and the National Union of Workers, NSW Branch.
- (b) The Agreement shall have effect only when the circumstances of termination are such that a redundancy situation exists within the terms of the definitions contained therein.
- (c) Employees transferring to other positions will be paid the appropriate rates for such positions.
- (d) Employees remaining in the service of the Company will do so for as long as required by the Company.
- (e) The Company also undertakes to genuinely investigate all opportunities of alternative employment outside the Company's establishment.

The terms of the Agreement are:-

#### 1. DEFINITIONS:

- (a) "Redundancy" is defined as termination of employment where the whole or main reason for termination is that the employer's need for the employees to do work of a particular kind has diminished or ceased, but it shall not include or apply to termination of employment in the following circumstances:
- (i) Termination on account of malingering, inefficiency, neglect of duty or misconduct.
  - (ii) Any case where employment with the Company terminates but further employment with another employer other than outside contractors in the same classification and at the same establishment is immediately available to the employee;
  - (iii) Any case where the employee has refused an offer of alternative employment within the Company at any of its New South Wales establishments, providing that:
    - such employment is in respect to the same employment category.

- such offer does not subject the employee to unreasonable geographic disadvantage. The question of unreasonable geographic disadvantage to be jointly determined by unions and management. In the event there is disagreement, this matter will be decided by an independent third party.

- (iv) Any case where Government action forces closure of the business or sections of the business and Government compensation to the individual is equal to or greater than that provided in this Agreement.
- (b) "Technological Change" is defined as any change in material, equipment, methods, organisation or product which alters the quantity or quality of labour required, other than that which is occasioned by changes brought about by recession in trade or change in production or maintenance arrangements made necessary by factors arising from changes in the market.
- (c) "Alternative Employment" means employment in the same or other Company establishments and includes any period while undergoing training for a new position. Where the all-purpose wage rate for the new position is less than that which prevailed for the previously held position, then an ex-gratia payment will be made to compensate for the base rate difference for a period of up to six months.
- (d) "All-purpose Wage Rate" shall mean that rate which is used for the purpose of calculating overtime but shall not include shift loadings. This will have site application.

## 2. NOTICE OF TERMINATION:

While every effort will be made to inform employees as early as possible of impending redundancy, the redundant employee shall be given formal notice of termination as follows:

Redundancy due to Technological Change in AEP Industries - twelve weeks.

Redundancy due to all other reasons - six weeks.

## 3. PAYMENT IN LIEU OF NOTICE:

- (a) If the Company fails to give notice in full as in (2) above, it shall pay the employee at the all-purpose wage rate for a period equal to the difference between the periods stipulated in that clause and the period of the notice given, provided always that this shall be not less than six weeks pay at the all-purpose rate.
- (b) Subject to the right of the Company to retain sufficient employees to maintain operations and services, any redundant employee who has an opportunity of obtaining suitable alternative employment outside the service of the Company after he has been given the appropriate minimum notice of termination, may be entitled to accept such employment without loss of severance payments.
- (c) Employees who at the discretion of the Company are required to remain on the job until the closure of plants or sections will be guaranteed a minimum of six weeks work or pay in lieu of their services, are not required for the full six weeks. Payment under this sub-clause is cumulative to that in (3)(a) above.

## 4. ALTERNATIVE EMPLOYMENT WITHIN THE COMPANY:

- (a) Wherever it is possible to effect a transfer, the parties to the Agreement will ascertain by interviewing each redundant employee whether or not he wishes to be transferred to another location within the Company.
- (b) Where an employee accepts a transfer in a case where Clause 1(a)(iii) does not apply, the parties will be covered by the redundancy agreement if within twelve weeks of the transfer:

- (i) the employee does not wish to continue with his employment and leaves the service of the Company; or
- (ii) the Company decides that the employee is not suited to the job to which he was transferred, and no other alternative employment which is acceptable to the parties, can be found.
- (c) In any retraining programme, an employee associated with such alternative employment in the Company, shall be paid the all-purpose wage rate for the new position while undergoing training for that position.

5. Should a redundancy arise, it is difficult to foresee what the exact circumstances would be, and therefore consultation between Company and employee representatives as to any special need to retain particular employees because of skills or capacity to meet the on-going needs of the employer shall take place.

Having established this position and all other things being equal, the Company shall retain in each area and classification, persons of capacity and experience over persons lacking capacity and experience. After this process has been exhausted, the principle of last on/first off will be observed.

6. ASSISTANCE TO REDUNDANT EMPLOYEES

The parties will assist in every way possible the placement outside the Company of all redundant employees for whom alternative work within the Company is not available, but will not be responsible for finding such employment.

A redundant employee who is working out notice shall be entitled to reasonable opportunities for paid time off to attend pre-arranged interviews for alternative employment on the basis of prior local arrangement with his/her supervisor.

The Company will advise relevant Government agencies when a redundancy situation exists as defined by this Agreement and arrange visits to the site of appropriate agency officers to counsel redundant employees.

The Company will further arrange for redundant employees to be referred to independent financial advisers.

7. SEVERANCE ALLOWANCE:

Severance allowance shall be paid to all redundant employees with one year or more continuous service with the Company on the basis of four weeks per year of service.

Completed quarter years of service of continuous service above the first year will be recognised on a pro-rata basis, i.e. one week for each quarter year of continuous service after the first year.

No employee shall receive more than would have been earned if employment had proceeded to normal retirement date.

8. PROVIDENT AND SUPERANNUATION FUNDS:

Provident Fund:

In the case of termination due to redundancy as defined by the Agreement, an employee who is a member of AEP Industries' Joint Provident Fund shall be paid in accordance with the Rules of that Fund, i.e. the whole of his own contributions and the whole of the Company's contributions plus profits credited thereto less any loans outstanding.

Superannuation Fund:

In the case of termination due to redundancy as defined by the Agreement, employees covered by this Agreement who are members of AEP Industries' Superannuation Fund will receive superannuation entitlements as prescribed by the Rules of the Fund.

9. LEAVE:

(a) Long Service Leave:

Where the redundant employee has been in the employment of the Company for a period of five (5) completed years, an ex-gratia payment will be made equivalent to pro-rata Long Service Leave Entitlement, but not requiring statutory qualifying periods.

Where the employee has achieved a qualifying period required by the Statutes, the statutory provisions will apply.

(b) Annual Leave:

Pro-rata Annual Leave and pro-rata Leave Loading will be paid on termination.

10. MEDICAL BENEFITS PLAN:

Any redundant employee at the time of termination may submit claims for medical benefits accrued up to that date.

11. CERTIFICATE OF SERVICE:

Any employee terminated under the Agreement shall be provided with a Certificate of Service.

12. DURATION:

This Agreement will operate for three (3) years from date of expiry of the previous Agreement and will remain in force contingent upon any relevant decision made by the appropriate Industrial Tribunal.

13. GENERAL:

The parties agree that there will be no double counting of the benefits of this Agreement with those deriving from decisions of relevant industrial tribunals.

All matters about termination, change and redundancy not provided for in this Agreement shall be subject to the provisions of the decision issued by the Australian Conciliation and Arbitration Commission in Matters Nos. C.3690 of 1981;C.3735 of 1981;C.127 of 1983;handed down on 2 August 1984 (Print F6230) and 14 December 1984 (Print F7262) respectively.

14. RE-EMPLOYMENT:

The Company will advise the appropriate Union Delegate of vacancies arising.

15. LEAVE RESERVED:

Leave is reserved to the parties to this Agreement to apply for variations of the Agreement, where any change of circumstances outside the terms of the Agreement may occur.

16. This Agreement covers AEP Industries in New South Wales.

**"APPENDIX E"**

AEP FILMPAC NSW

12 HOUR SHIFT ROSTER

Reference: FLM - A2308

1. COVERAGE:

The ordinary hours of such shift work shall not exceed -

- A. 11.4 in any one day; or
- B. 57 in any one week; or
- C. 79.8 in 14 consecutive days.

2. START TIME:

The shift start time is deemed to be 7.00 a.m. for the Day Shift and 7.00 p.m. for the Night Shift. A shift shall consist of not more than 12 hours.

3. SHIFT PATTERN:

Rotating day and night shifts as per attached roster FLM- 123.5d8ros.

4. ANNUAL LEAVE:

FIVE weeks at 38 hours per week per year.

5. SICK LEAVE:

EIGHTY-FOUR (84) hours per year, (cumulative per year as per Clause 18(b)(ii)), to be paid at 12 hours per day of sick leave at the ordinary time base rate.

6. PUBLIC HOLIDAYS:

Where an employee is rostered to work on any of the following public holidays, and the employee works on that day, it shall be paid for at the rate of double time and a half (2.5), with the exception of Good Friday and Christmas Day which shall be paid for at the rate of treble time (3). Where an employee is rostered to work on any of the following public holidays but is not required to work, the employee shall receive a normal days pay, without loss of entitlements.

Public Holidays are:

New Years Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Labour Day

Queens Birthday

Christmas Day

Boxing Day

Union Picnic Day

Where any holiday falls on a 12 hour shift worker's rostered day off, such employee shall be paid the ordinary wages for the time worked during the week in which the holiday occurred, plus 7.6 hours at the ordinary rate.

7. OVERTIME RATES:

All time worked by a 12 hour shift worker on a shift that is in excess of the regular number of shifts in any one week, shall be paid for at the rate of double time (2). No employee shall be required to work for more than 12 hours in any one day or shift, except in the case of breakdown in machinery or to ensure a continuance of operation for employees.

8. PAID RATES:

Employees engaged at work whilst on shift between the hours of 3.00 p.m. and 7.00 a.m., except for Saturday, Sunday and Public Holidays, shall be paid fifteen percent (15%) more than the ordinary rate for such shift.

The rate of pay for work performed between midnight Friday and midnight Saturday shall be time and a half (1.5). All time worked on a Sunday shall be paid at the rate of double time (2).

9. REST PERIODS/MEAL BREAKS:

Employees shall be provided with an effective paid thirty (30) minute paid rest period/meal break per twelve (12) hour shift, to be taken to facilitate continuous operation of the equipment and not to interfere with the employee's duties. Additional Refreshment breaks of at least 2 x 10 minute breaks may be taken providing continuous operation of the equipment is maintained.

10. CONFLICT OF INTEREST:

An Employee is not permitted to hold alternative employment with a like packaging company whilst employed by AEP Industries (Australia) Pty. Ltd. as this is deemed to be a conflict of interest.

11. DISPUTES:

Where issues arise which are not covered by this document, then employees and employer are to meet and resolve these differences. Points which are common to the twelve (12) hour and eight (8) hour shift work are to be covered in the first instance under the AEP Industries / NUW (NSW) Chester Hill Agreement 2000 where it exists and in the second instance, under the Rubber Workers (State) Award.

## **APPENDIX "F"**

### **Substance Abuse Policy**

AEP is committed to maintaining a DRUG FREE ENVIRONMENT . While the company respects employees' legitimate privacy rights, all employees should be aware that AEP will vigorously enforce the following policy regarding drug and alcohol use.

Employees who work while under the influence of drugs present a safety hazard to themselves and their co-workers and limit performance levels. Substance abuse is considered serious misconduct, which may result in termination of employment.

Substance abuse means the misuse or illicit use of alcohol, drugs such as marijuana, heroine, cocaine etc. prescription drugs and tranquillisers.

The following list is some examples of behaviour which constitute substance abuse in the work place. This list is illustrative and not limited to:

Possession, transfer, sale, use or solicitation of illegal drugs or substances on company property/or in company time.

Reporting to work or being present at work while intoxicated or impaired by alcohol or drugs.

Possession or use of alcohol on company property, or during working hours, unless specifically authorised by management.

Prescribed drugs will only be allowed when taken in accordance with a medical practitioner's prescription and not adversely affecting the ability of an employee to properly and safely perform the required duties. Employees should check with their doctor and obtain written advice of the effect the prescribed drug is expected to have on work performance and report the details in confidence to their supervisor.

If an employee appears to be under the influence of alcohol or drugs when starting work, the employee can be approached by a manager / supervisor, member of the safety committee and employee representative. If the consensus is that the individual is not fit for work, the individual may be sent home on pay.

If this occurs again, the employee may be sent home without pay and may enter the disciplinary process. Each case will be treated on its merits.

In the case of a dispute about this procedure, the parties will confer.

Signed for and on behalf of AEP Industries (Aust) Pty Ltd in the presence of:

Witness: \_\_\_\_\_  
AEP Industries (Aust) Pt Ltd

Date: 14 / 10 / 03 Date: 14 / 10 / 03

Signed for and on behalf of National Union of Workers (NSW Branch) in the presence of:

Witness: \_\_\_\_\_  
National Union of Workers (NSW Branch)

Date: 17 / 10 / 03 Date: 17 / 10 / 03