

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/242

TITLE: Iplex Pipelines Australia Chipping Norton Enterprise Bargaining Agreement 2005

I.R.C. NO: IRC5/2691

DATE APPROVED/COMMENCEMENT: 6 June 2005 / 6 February 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/109.

GAZETTAL REFERENCE: 16 September 2005

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Iplex Pipelines Australia, located at 18, Childs Road, Chipping Norton NSW 2170, who fall within the coverage of the Storemen and Packers, General (State) Award.

PARTIES: Iplex Pty Ltd -&- the National Union of Workers, New South Wales Branch

IPLEX PIPELINES AUSTRALIA CHIPPING NORTON ENTERPRISE BARGAINING AGREEMENT 2005

1. Title

This Agreement shall be known as the "Iplex Pipelines Australia Chipping Norton Enterprise Bargaining Agreement 2005"

2. Arrangement

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3. Area, Incidence and Parties Bound

This Agreement shall have operation at the Iplex site at 18 Childs Road, Chipping Norton, NSW, 2170, in respect of employees who perform work within the scope and incidence of the Storemen and Packers General (State) Award (the "Parent Award") for Iplex Pipelines employees only.

This agreement shall be binding upon:

- A) Iplex Pipelines Australia (the "Company"), and
- B) The National Union of Workers New South Wales Branch (the "Union").

4. Relationship to "Parent Award"

This Agreement shall be read in conjunction with the Parent Award, provided that this Agreement will prevail the extent of any inconsistencies.

5. Duration

This Agreement shall operate from 6 February 2005 and shall continue in force until 6 February 2007.

6. No Extra Claims

The parties agree and undertake that it will not make or pursue any further claims during the life of this Agreement.

7. Rates of Pay

(A) Employees bound by this Agreement will be entitled to the following weekly rates of pay:

Increase	Current Rates	5% Increase 6th February 2005	4% Increase 6th February 2006
LEVEL 1	642.84896	675.00	702.00
LEVEL 2	650.83116	683.38	717.55
LEVEL 3	693.32723	728.00	757.12
LEVEL 4	733.54112	770.22	801.00
LEVEL 5	765.70 Restricted	803.98	836.14

(B) These rates are inclusive of an all-purpose "Dirt Allowance" and recognition of Clause (20 A to E).

(C) Pay rates are to be back paid to 6 February 2005.

8. Flexible Working Arrangements

(A) Distribution Centre

- i) Develop a team approach to work where individuals can share responsibility for the workload;
- ii) Reduce the use of contract/casual labour;
- iii) Allow individuals and groups to develop their own methods of utilizing the strengths of team members to get a job done.

(B) In addition, Distribution Team members agree to perform, with appropriate training, various office duties that are peripheral to their main duties including:

- i) Clerical work;
- ii) Extracting and distributing picking slips from computer;
- ii) Be available for Saturday work (minimum 8 hours). Sunday by agreement for stock take with two weeks notice (twice per annum).

(C) Hours of Work

Ordinary hours of work shall be an average of 38 hours per week. The rostering of such hours will be completed with the aim of:

- i) Increasing flexibility for both the employer and employee;
- ii) To improve customer service by extending the working day in response to customer needs.

(D) Ordinary Working Week-day Shift

- i) The ordinary working week, exclusive of meal times, shall average 38 hours per week - Monday to Friday.

- ii) The 38-hour average week shall be achieved by employees working a 40-hour ordinary working week Monday to Friday with a rostered weekday off each four working week cycle.

(E) Ordinary Working Hours - Day Shift

Ordinary working hours to be worked will be between the span of hours 6.00 am and 6.00 pm.

(F) Ordinary Working Times - Day Workers

- i) Each employee will be assigned a fixed time for commencing and finishing work which shall not be altered without at least seven days notice to the employee(s) concerned or by mutual agreement between the employer and such employee(s). The team members covered by this clause F are: Darren Page, Keith Boatswain, Dennis Fenech, Craig Jensen and John Masihi. These team members are Day workers and not shift workers. All other employees are employed as shift workers.
- ii) All employees will be given 14 days notice to relieve afternoon shift personnel on Annual Leave, to be rotated with employees on a 1 week rotation, maximum 4 weeks per year.
- iii) Exemption from Section M1. To ensure fair rostering of the relief periods.

(G) Ordinary Working Times Day Shift

- i) The requirements to work these rostered times will be on a weekly (five day) roster to be published at least 7 days in advance, and shall not be altered without at least seven days notice to the employee(s).
- ii) These rostered working times may, at the discretion of the Company, be set as fixed ordinary working times for all new employees.

(H) Ordinary Working Week - Afternoon Shift

- i) The ordinary working week shall average 38 hours per week - Monday to Friday.
- ii) The 38-hour average week shall be achieved by employees working a 40-hour ordinary working week Monday to Friday with a rostered weekday off each four working week cycle.

(I) Ordinary Working Hours - Afternoon Shift

Afternoon shift shall be any shift normal finishing time after 6.00 pm and at or before midnight. This shift will attract a 15% shift allowance more than his ordinary rate.

(J) Ordinary Working Times - Afternoon Shift

Each employee will be assigned a fixed time for commencing and finishing work which shall not be altered without at least seven days notice to the employee(s) concerned.

Ordinary Working Times - Night Shift.

- i) The requirements to work these rostered times will be on a weekly (five day) roster to be published at least 7 days in advance, and shall not be altered without at least seven days notice to the employee(s) concerned.
- ii) These rostered working times may, at the discretion of the Company, be set as fixed ordinary working times for all new employees.
- iii) Night shift shall be any shift finishing subsequent to midnight and at or before 8 am Monday to Saturday. This shift will attract a 30% shift allowance more than his ordinary rate.

Overtime

- iv) All employees are required to work a reasonable amount of overtime to meet the needs of the business.
- v) Where, by agreement with the employer, an employee has time off work or finishes early or starts late, he/she may make up that time outside his/her ordinary working hours on that day, at ordinary rates of pay.
- vi) Preference of overtime will be given to permanent employees.

(K) Special Considerations

- (a) In establishing rostered working times (as per Clause 8E) and the requirement to work overtime, the employer undertakes to give due consideration to the effect on employees with childcare or other genuine responsibilities.
 - ii) Where such circumstances arise that may impact on other employees, resolution of the issue should be via mutual agreement between the employer and the employee(s) concerned.

(L) Changing of Shifts

- i) In the event that there is a requirement for a shiftworker employee to be rostered to a different shift (i.e. from day shift to afternoon shift) Notice is to be given to the employee of change of shift 7 days prior to required commencement date.

9. Work Practices

(A) Casual Labour

The parties agree to the following condition on the use of casual labour:

- i) Casual labour shall be used to cover peak work demands only.
- ii) Such labour shall be engaged for a maximum of six months, whereupon he/she shall either be made permanent or the requirement for such labour shall be reviewed.
- iii) All casual and agency staff will be paid at the site rate of pay (7a) plus loading as specified in the award.

It shall be used in positions which require minimal or basic skills or where the specific skills required are not available internally.

(B) Weekend Overtime

- i) Overtime will be allocated to employees to suit the needs of the business.
- ii) The parties agree that weekend overtime shall be distributed fairly between employees.
- iii) Overtime may be offered to employees not usually employed in a particular area providing that it is first offered to employees who regularly work in that area.
- iv) Any grievances or disputes concerning the distribution of overtime may be done through the dispute procedures described in Clause 12 - Disputes and Industrial Grievance Procedures, of this Award.

(C) Absenteeism

Employees who are aware in advance that they require leave for the purpose of attending to personal business shall apply for Annual Leave or Leave Without Pay except for sick leave.

Reasonable requests for such leave will not be refused, however, the duration of the leave will be strictly limited.

10. Quality Assurance Testing

Quality Assurance Testing may be carried out by employees not specifically employed as Inspectors. Quality Assurance responsibilities will be rotated between team members. Operators have a responsibility to sign only for good production and no-one will be forced to sign for pipe they do not believe satisfies the quality standards.

11. Occupational Health and Safety

The parties to this Agreement are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by establishing a comprehensive approach to managing Occupational Health and Safety issues, which aim to:

- (A) Control hazards at source.
- (B) Reduce the incidence and costs of occupational injury and illness.
- (C) Review work and management practices affecting the inter-relationship between efficiency, productivity and health and safety.
- (D) Provide a rehabilitation system for workers affected by occupational injury or illness and where possible, for personal injury or illness.

This commitment to Occupational Health and Safety includes a commitment to a smoke free workplace in all buildings.

There will be commitment by all employees to follow work practices as required by the implementation of the Iplex Environment, Health and Safety System procedures.

12. Rights of Union Delegates

Delegates will be allowed reasonable time to attend to union matters. Delegates will be allowed 6 working days per annum to attend union related training, 10 working days notice in writing to the site manager must be provided by the union. The delegate has an obligation to inform their Team Leader/Manager prior to attending to such matters on site.

13. Union Recognition and Membership

- (A) For the purpose of this Agreement, the Company recognizes the National Union of Workers, New South Wales Branch, as being the union that shall have exclusive representation of employees in related classifications who are covered by this Agreement. This exclusive representation will extend to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement or not.
- (B) All employees shall be given an Application Form to join the National Union of Workers New South Wales Branch, at the point of induction.
- (C) All new employees shall be introduced to the Union Delegate within the induction period.

- (D) Where an employee provides written authority, the Company will deduct Union Membership Fees from the employee's wages and remit them, together with a schedule of such contributions, to the Union at monthly intervals.
- (E) Union members are entitled to the annual picnic day only.
- (F) The Consultative Committee will meet to discuss the taking of the Picnic Day, subject to business needs at the time.

14. Arrangement for a New Agreement

The parties will commence negotiations for a replacement Agreement at least three (3) months prior to the expiration date of this Agreement.

15. Rostered Days Off

All employees will have their RDO's scheduled for a twelve-month period. These dates can be altered by mutual agreement between employee and employer with the intent to have:

- (A) Distribution of RDO's from Monday to Friday.
- (B) RDO may be Banked and paid out at the Christmas period each year or by special circumstances.

16. Disputes and Industrial Grievance Procedure

As per Storeman and Packers General (State) Award.

17. Volume Reductions

When proven volume reduction occurs, Iplex Pipelines Pty Ltd reserves the right to talk to the union about the redeployment of staff to other sites.

18. Redundancy

Employees made redundant in accordance with the provisions of the Parent Award will be entitled to the following (substitute) payments:

- (A) Three (3) weeks pay per year of service to a maximum of 60 weeks.
- (B) Pro-rata payment for Long Service Leave for each completed year of service.
- (C) Payment of accrued Sick Leave to a maximum of thirty (30) days.

19. Transmission of Business

(A) Where a business is before, on or after the date of this agreement, transmitted from an employer (in this clause called the transmittor) to another employer (in this clause called the transmittee) and employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

- (i) The continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and
- (ii) The period of employment, which the employee has had with the transmittor or any prior transmittor, shall be deemed to be service of the employee with the transmittee.

(B) In this clause business includes trade, process, business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

(B) The Consultative Committee shall consist of:

two representatives appointed by the company

three representatives elected by the Employees (this shall include at least one union delegate)

(C) The Consultative Committee shall meet at least once per month, or as decided by the Committee.

(D) The Consultative Committee shall be responsible for:

Monitoring and analysing the work process, key performance indicated, implementing process improvements and where necessary recommending redesigning jobs within a framework for improvement in line with business requirements;

Contributing to a safe working environment consistent with the requirement of the *Occupational Health and Safety Act 2001*.

Any other issues of employee or Company concern, including but not limited to:

K.P.I.'s

Reduction in waste

Work practises

Job design or redesign

Absenteeism

Flexibility of labour

Improved reporting systems and controls

Employees learning and development

(E) The Company, before implementation, agreement or action shall consider all recommendations made by the Consultative Committee.

21. Signatures

For and on behalf of Iplex Pipelines Australia

Date

For and on behalf of the National Union of Workers NSW Branch

Date