



Power Plastics Enterprise Agreement 2024

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1. TITLE

This Agreement shall be known as the Power Plastics Enterprise Agreement 2024.

2. APPLICATION OF AGREEMENT

This Agreement applies to employees who are engaged at the site of Power Plastics Pty Ltd ABN (62 003 775 059) ("Power Plastics") located at 71-77 Tattersall Road, KINGS PARK NSW 2148 and 11 Bessemer Street Blacktown NSW 2148, who are paid on a weekly basis and covered by classifications contained in the Manufacturing and Associated Industries and Occupations Award 2020. This Agreement does not apply to monthly salaried employees.

3. PARTIES COVERED

Subject to the approval by the Fair Work Commission, this Agreement will also cover Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union ("AMWU") 133-137 Parramatta Road, Granville NSW 2142.

4. RELATIONSHIP TO THE AWARD

- (a) This Agreement incorporates the terms of the Manufacturing and Associated Industries and Occupations Award 2020, as varied from time to time.
- (b) Where there is any inconsistency between a term in this agreement and a term in the award referred to in Clause 4(a) which has been incorporated, the term in this agreement shall take precedence to the extent of the inconsistency.
- (c) In incorporating award terms into this agreement, they are to be read as altered to incorporate necessary changes resulting from them being provisions of an agreement rather than provisions of an award. For example, the words "this award" would become "this agreement".
- (d) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

5. DATE AND PERIOD OF OPERATION

The Agreement commences 7 days after approval by the Fair Work Commission and nominally expires on the 1 March 2028.

The parties agree to commence negotiations of a new enterprise agreement no later than 3 months prior to the nominal expiry date of this agreement.

6. NO EXTRA CLAIMS

It is a term of this agreement that the parties will not pursue any extra claims, award or over award, for the life of this Agreement.

7. NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

8. OBJECTIVES OF THE AGREEMENT

Employees agree to apply their skills, knowledge and experience as directed by the Company in a productive manner. This means that employees may be directed to perform tasks, within their skills, knowledge and experience with a view to ensure a productive workplace free from demarcation and other inefficient practices. Employees are committed to and support manufacturing excellence.

9. WAGE INCREASES

(a) The following minimum wage increases shall be payable to Employees covered by this Agreement:

- 3.5% from the first full pay period on or after 1 March 2024.
- 3.5% from the first full pay period on or after 1 March 2025.
- 3.5% from the first full pay period on or after 1 March 2026.
- 3.5% from the first full pay period on or after 1 March 2027.

Employees receive the above increases on their current rate of pay at the time of the increase.

Allowances

(b) Allowances to be paid from the first full pay period (“FFPP”) on or after:

	1/03/2024	1/03/2025	1/03/2026	1/03/2027
First Aid Allowance (per week)	\$19.79	\$20.48	\$21.20	\$21.94
Meal Allowance (per meal)	\$17.11	\$17.71	\$18.33	\$18.97
Forklift Allowance (per week)	\$104.80	\$108.47	\$112.27	\$116.20

* The forklift allowance is only applicable to employees who are paid and classified as a Machine Operator/Packer L2 or General Hand and who are required to drive the forklift on an operational needs basis.

10. SUPERANNUATION

Employees are entitled to choose their superannuation fund, including, but not limited to the relevant compliant 'MySuper' Company default fund or Australian Super.

11. PERSONAL/CARER'S LEAVE

Personal/Carer's leave accrues at the rate of 10 days per year and any unused balance accumulates from year to year.

Personal/Carer's leave will accrue and be administered in accordance with the National Employment Standards.

Personal/Carer's leave will be "authorised" as taken where:

- a) An employee advises their direct Supervisor or Manager by telephone of the nature of the personal/ carer's leave absence and the expected length of absence as soon as practicable prior to commencement of their shift:
 - i. at the earliest opportunity; or (if not practical)
 - ii. For Day Shift, not less than 1 hour prior to the start of their shift or (if not practical as soon as practical)
 - iii. For Afternoon and Night Shift, not less than 2 hours prior to the start their shift or (if not practical, as soon as practical)
- b) Employees will be permitted two (2) single day absence per calendar year without having to provide a medical certificate or statutory declaration.
- c) For every absence after the two (2) single day absences and two (2) continuous days or more referred to in clause (11b) above a Medical Certificate from a registered health practitioner or a statutory declaration will be required. A maximum of two statutory declarations will be accepted in each calendar year.

Paid personal/carer's leave does not apply to casual employees.

12. LEAVE CASH OUT

An employee may request to cash out an amount of leave including but not limited to annual leave. The employer may approve a request to cash out leave only as far as the law permits.

Where leave cash out is permitted by law and approved by the employer, the following terms will apply:

- there is a separate agreement in writing on each occasion that leave is requested to be cashed out; and
- the employee must be paid at least the full amount that would have been payable had the leave been taken; and
- In cases of a request to cash out annual leave, the employee must retain an entitlement to at least four (4) weeks paid annual leave.

13. FAMILY AND DOMESTIC VIOLENCE LEAVE

Family and Domestic Violence leave will be administered in accordance with the National Employment Standards (NES), as varied from time to time. In addition, any employees who are victims of family and domestic violence, may access their accrued personal leave, provided the notice and the evidence requirements of the Family and Domestic Violence in the NES are met.

14. SHIFT CHANGES

Any permanent shift changes proposed would be done with consultation with employees with reasonable notice of the shift change given, being two (2) weeks' notice. This notice period may be reduced or extended by mutual agreement between the employee and the employer.

15. GRIEVANCE & DISPUTE RESOLUTION PROCEDURE

(1) If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

(2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

(3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

(4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

(5) The Fair Work Commission may deal with the dispute in 2 stages:

(a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

- (i) arbitrate the dispute; and
- (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

(6) While the parties are trying to resolve the dispute using the procedures in this term:

(a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

(b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or

(ii) applicable occupational health and safety legislation would not permit the work to be performed; or

(iii) the work is not appropriate for the employee to perform; or

(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

(c) Where the Grievance and Dispute Resolution Procedure has been activated as a result of the employer's decision to implement change that has an impact on an employee's rate of pay, the employee's hourly rate of pay will not be affected for a period of four (4) weeks from the commencement of a dispute.

(e) The parties' intention is to resolve the disputes within 4 weeks from the commencement of the dispute procedure, however this may be extended by agreement due to unforeseen circumstances.

(7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

16. CONSULTATION

(1) This term applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

(2) For a major change referred to in paragraph (1)(a):

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion--provide, in writing, to the relevant employees:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is **likely to have a significant effect on employees** if it results in:

(a) the termination of the employment of employees; or

(b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain employees; or

(f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):

and (a) the employer must notify the relevant employees of the proposed change;

(b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(12) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion--provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

"relevant employees" means the employees who may be affected by a change referred to in subclause (1).

17. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) allowances;To avoid doubt, penalty rates are excluded and;
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.

- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.
- (6) Where an individual flexibility arrangement is being entered into in accordance with this clause, the employee representative party to this agreement will be advised.

18. EMPLOYEE REPRESENTATION & RIGHTS

Power Plastics will recognise delegates who have been duly appointed by employees covered by the agreement and whose names have been forwarded to the Employer by the Union.

Delegates will be given access to reasonable facilities, such as a telephone, fax and email when available to assist with dispute settlement. The Company will designate a noticeboard where delegates will be permitted to place union related information.

Eligible union delegates may receive up to 5 days paid training leave per delegate to a maximum of 4 delegates per year non-cumulative may be utilised for the purpose of union training directed at the enhancement of the operation of the dispute resolution procedure.

An additional 2 days paid training leave per year (non- cumulative) for one (1) elected union delegate provided the leave is to attend the State/ National Council, State/ National conference, State/ National industry committee or any other governing body of the AMWU.

An eligible union delegate must give the employer 4 weeks' notice of the intention to attend such courses and the leave to be taken.

Written notice to the employer must include details of the type, content and duration of the course to be attended.

The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements. Site Management at their discretion, may approve this leave, based on the application provided and production requirements.

An eligible employee representative taking such leave must be paid the wages the employee would have received in respect of the ordinary time the employee would have worked - i.e. no loadings, penalties or allowances will be paid.


20. SIGNATORIES

For the Company

Signatory Name: Belinda Elcham

Signatory Address: 71-77 Tattersall Road, KINGS PARK NSW 2148

Basis of signatory's authority to sign the agreement: People & Culture Manager

Signature:  _____ Date: 1 February 2024

For the Employees

Signatory Name: _____

Signatory Address: _____

Basis of signatory's authority to sign the agreement: _____

The above person is a bargaining representative in accordance with Division 3 of the Fair Work Act 2009.)

Signature: _____ Date: _____

Appendix 1 - REDUNDANCY

In the case of a redundancy employees' will be entitled to the following redundancy payments. An employee's base rate of pay is the rate of pay payable to an employee for his or her ordinary hours of work, but not including any of the following:

- incentive-based payments and bonuses
- loadings
- monetary allowances
- overtime or penalty rates
- any other separately identifiable amounts.

1) Period of Notice

Employee's period of continuous service	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

If the employee is over 45 years old, and has completed at least two years of service, the employee receives an additional one week's notice.

2) Redundancy Pay

Employee's period of continuous service with the employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	8 weeks
At least 4 years but less than 5 years	10 weeks
At least 5 years but less than 6 years	12 weeks
At least 6 years but less than 7 years	15 weeks
At least 7 years but less than 8 years	18 weeks
At least 8 years but less than 9 years	21 weeks
At least 9 years but less than 10 years	24 weeks
At least 10 years but less than 11 years	27 weeks
At least 11 years	30 weeks

Casual employees are not covered by the provisions of this policy.