Iplex Pipelines Australia Pty Ltd
Enterprise Agreement 2018 - Chipping Norton Manufacturing
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1. APPLICATION

1.1. This Agreement shall apply to the Manufacturing Division of Iplex located at 35 Alfred Road Chipping Norton NSW 2170, in respect of all Employees employed therein who are not salaried staff employed on individual contracts.

1.2. No Employee will as a result of the making of this Agreement, suffer a reduction in their loaded hourly rate or any other non-monetary benefit.

1.3. The terms of this agreement deal comprehensively with those matters contained in Awards and previous Agreements covering the Employees. As the Agreement replaces all of these terms, all terms of the Awards are wholly excluded by this Agreement.

2. PARTIES BOUND

This Agreement is an Enterprise Bargaining Agreement and is binding upon:

2.1. Iplex Pipelines Australia Pty Limited ACN 079 613 308 (“Iplex”)

2.2. All Employees employed within the Manufacturing Division of Iplex located at 35 Alfred Road Chipping Norton NSW 2170 who are members or eligible to be members of the organisations listed above but excluding any Employee engaged as a salaried Employee.

2.3. Subject to fulfilling their obligations under sec 183 of the Act, United Voice Union (UV)

3. DATE AND PERIOD OF OPERATION

This is a three-year and a half year (3.5) agreement.

This Agreement shall be made from the time it is approved. Further, the Agreement will operate from 1 March 2018 and shall remain in force until 28 August 2021

4. NO EXTRA CLAIMS

It is a term of this Agreement that neither party shall pursue any extra claims during the life of this Agreement.

5. SERVICE TO OUR CUSTOMERS (DISPUTE AVOIDANCE PROCEDURE)

All parties commit to resolving issues in accordance with the following procedure and continue providing service to our customers without interruption or delay.

Procedure

5.1. In the event of a dispute or claim whether or not any dispute or claim arises directly out of the operation of this agreement as to the wages or conditions of employment of any of the
Employees covered by this agreement it shall be settled in the following manner.

5.1.1. In the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee/s concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee/s concerned and more senior levels of management as appropriate.

5.1.2. Any Employee involved in a dispute may appoint a representative who may be a member or official of the union to assist them in relation to the dispute at any time.

5.1.3. If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWA or its successor, for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary FWA may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions that are necessary to make the arbitration effective.

5.2. It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.

5.3. The decision of FWA will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

6. DISRUPTION TO OPERATIONS

6.1. In circumstances for which Iplex cannot reasonably be held responsible, which prevents an Employee(s) from performing usual duties, the parties to this Agreement will consult on arrangements such as:

- Redeployment on other duties
- Taking of accumulated leave
- Temporary employment opportunities at other Iplex sites
- Temporary employment with another Company

6.2. Iplex will assist in ascertaining opportunities to avoid having to stand-down Employee(s).

6.3. Having exhausted all reasonable efforts, the parties to this Agreement agree that Iplex may stand down an Employee(s) without pay. In that circumstance, an Employee:

- Shall have service recognised as continuous service for the period of the stand-down
- May terminate employment without notice in which case all outstanding ordinary eligible termination entitlements shall be paid.

6.4. An Employee stood down under this clause shall be entitled to take other employment for the period. Following advice from Iplex of the resumption of operations, where a Employee may be required to give notice to another employer the Employee may be excused for up to two weeks from resuming ordinary duties with Iplex. These two weeks may be extended to the extent that an Employee has become entitled to annual leave in the other employment.

6.5. Substitute days

6.5.1. In the case of a breakdown in machinery, a failure or shortage of electric power or the need to meet the requirements of the business in emergency situations, Iplex, with the agreement of the majority of Employees concerned may substitute the day to be taken off for another day.

6.5.2. An Employee, with the Agreement of Iplex, may substitute the day to be taken off for another day.
6.6. Iplex will not deduct payment for any day prescribed by this Agreement as a public holiday which occurs during the period in which any Employee is stood down, except to the extent that a Employee has become entitled to payment for the holiday in other employment.

PART B- Company Terms and Conditions

7. PURPOSE OF AGREEMENT

7.1. Objective

This Agreement will support the establishment of an environment where all Employees work together to achieve the business goals of Iplex, thereby securing positive outcomes for Iplex, its Employees and its customers.

7.2. Our goals are:

- People: Attract, develop and maintain a diverse team of motivated and talented individuals working in an environment that fosters high involvement, innovation, respect and the chance to achieve full potential.
- Growth & Profitability: Achieve business growth and profitability which maximises shareholder value.
- Product and Service Information: Innovate, develop and maintain products and services, which lead the market in new directions.
- Market Orientation: Provide customer service levels which are the best in the industry.
- Resource Utilisation: Create value through effective use of all Iplex resources and facilities.
- Corporate Responsibilities: Demonstrate by our actions a commitment to the health and safety of our people and our customers. Contribute to protection of the environment and the communities in which we live and work.
- Process Improvement: Constantly review and improve the way we do things.

7.3. The parties are committed to the following principals as a means of achieving these goals:

7.3.1. Effective communication, consultation and participation;
7.3.2. Providing excellent service to both external and internal customers “on time and in full”.
7.3.3. Achieving continuous improvement of processes, systems and procedures.
7.3.4. Full co-operation and participation in effective performance management and assessment.
7.3.5. Training and multi-skilling to maximise job satisfaction, individual performance and productivity and efficiency.
7.3.6. Innovative, effective and open workplace relations built on flexibility, trust, mutual respect and cooperation.
7.3.7. Implementing safe, healthy and environmentally conscious practices throughout Iplex.
7.3.8. Developing an achievement orientated work environment where recognition and reward are based on the individual and team contributions to the Iplex culture,
goals and success.

7.3.9. Utilising Employees in any aspect of Manufacturing, which results in the most efficient operation of plant and equipment, providing that each Employee is competent to safely perform those duties.

8. COMMUNICATION

8.1. Iplex and its Employees and where requested, their representatives which may include the union, agree to work together to develop and maintain open channels of communication

8.2. The purpose of sharing information is to introduce through consultation, work practices that are designed to promote the efficiency and competitiveness of the business.

8.3. When the need arises Workplace Improvement teams shall be established at the facility, with an appropriate and balanced representation.

8.3.1. The role of such teams may include Process improvement as well as:

- Developing improved customer focus
- Monitoring organisational performance against established targets.
- Identifying general learning needs and making recommendations for the use or development of programs to meet those needs in a structured way.
- Reviewing productivity and correcting any problems through cooperation and consultation.
- Planning and initiating action to address issues identified in Employee opinion surveys or other forums.
- Monitoring unplanned absences and identifying solutions and opportunities for improvement.

9. CONSULTATION

9.1. 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

9.2. 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.

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

9.4. 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.

9.5. 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.

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

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

9.8. 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.

9.9. 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

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

(a) the employer must notify the relevant employees of the proposed change; and
(b) subclauses (11) to (15) apply.

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

9.12. 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.

9.13. 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).

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

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

9.16. In this term:

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

10. WORKING/LEARNING

10.1. Iplex recognises its responsibility to ensure that working hours are balanced at a level that accommodates the health, social needs and domestic requirements of Employees. Accordingly, managers will monitor the duration and pattern of hours worked by Employees and if appropriate (as provided for in clause 8 – Communication and Consultation) implement alternative arrangements.

10.2. The parties agree that there are fundamental objectives for Iplex to consider in determining how an Employee’s working and learning hours are to be structured under this Agreement (as provided for in clause 7 – Purpose of this Agreement). These include:

10.2.1. The most efficient production and delivery of service to the customer(s)

10.2.2. The most effective way of meeting both Iplex and Employee’s needs for satisfying work, personal development and workplace health and safety.

11. EMPLOYMENT CATEGORIES

11.1. Probationary employment

11.1.1. Iplex may initially engage a full-time or part-time Employee for a period of probationary employment for the purpose of determining the Employee’s suitability for ongoing employment. The Employee must be advised in advance that the employment is probationary and of the duration of the probation which can be up to but not exceed twelve weeks.

11.1.2. Probationary employment forms part of an Employee’s period of continuous
service for all purposes of this agreement.

11.1.3. Employees employed as casuals, who are subsequently offered full time or part time employment shall be deemed to have commenced their probationary period from when they were first engaged by Iplex providing they have worked an equivalent accumulation of time specified in clause 11.1.1.

11.2. Part Time Employment

11.2.1 Persons available to work on a regular basis, less than 38 hours per week, but not less than 15 hours per week, may be engaged as part-time Team Members. Each daily engagement shall not be less than 4 hours. Any hours worked between 30 and 38 hours per week shall be subject to Agreement between the team member and Iplex.

11.2.2 Part time work shall be subject to a written Agreement between the part-time Team Member and Iplex. The Agreement will outline the classification applying to the work, the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work. The terms of the agreement under this Clause may be varied by consent in writing.

11.2.3 Part-time Team Members are entitled to pro rata remuneration and conditions (for hours worked), based on the equivalent full time position.

11.2.4 A part-time Team Member who is required by Iplex to work in excess of the hours agreed under Clause 11.2.2 must be paid overtime in accordance with Clause 20 - Overtime.

11.2.5 A full-time Team Member who wishes to convert to part-time employment shall be permitted to do so if Iplex agrees and subject to the conditions in this clause. If such a Team Member transfers from full-time to part-time employment all accrued Agreement conditions and legislative rights shall be maintained and employment shall be deemed to be continuous provided that no break in service occurs. Following transfer to part-time employment accrual will occur in accordance with the provision relevant to part-time employment in this Agreement.

11.3. Casual Employment

11.2.6 Casual Employees are employed on an hourly basis and paid pro-rata to the relevant full-time position plus 25% loading in lieu of annual, and personal/carer’s leave entitlements. They are also entitled to superannuation benefits in accordance with Clause 21.6.

11.2.7 Casual conversion to full-time or part-time employment

a) A casual employee, other than an irregular casual employee, who has been engaged for a period of six months, has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.

b) Iplex must give the employee notice in writing within four weeks of the employee having attained such period of six months.

c) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
d) Any casual employee who has a right to elect under clause 11.3.2 (a), on receiving notice under clause 11.3.2 (b) or after the expiry of the time for Iplex to give such notice, may give four weeks’ notice in writing to Iplex that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.

e) Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.

f) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.

g) This clause applies to casual employees employed directly by Iplex. It does not apply to Labour Hire employees employed by a Labour Hire Company.

h) For the purposes of clause 11.3.2 (a), an irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

11.4. Full-time employment

11.2.8 Any Employee not specifically engaged, as a part-time or casual Employee is for all purposes of this agreement a full-time Employee, unless otherwise specified in the agreement.

11.2.9 The ordinary hours of work for a Full Time Employee will be 38 hours with a requirement to work additional hours as specified in Clause 21.1 - Remuneration.

11.5. Limited Tenure Employees

11.2.10 A limited tenure Employee is an Employee engaged for a specific purpose or project, for a fixed term. A limited tenure Employee is entitled to the same terms and conditions as a full time Employee for the period of their employment.

11.2.11 In the case of employment for a fixed term, the length of the term, the commencement date and the cease date must be agreed before the commencement of the term (which shall not be for a period greater than 6 months). A fixed term agreement may be extended once (for a further period of up to 6 months) at the request of Iplex provided the revised cease date is fixed and notified to the Employee prior to the expiration of the original cease date.

11.2.12 Any failure to fix a cease date or revised cease date or any extension of the contract beyond the first extension will have the effect of rendering the Employee a full time Employee of Iplex.

11.2.13 In any of the above circumstances, Iplex must give the Employee at least 14 days notice concerning the termination of the employment, identifying the date upon which the employment will cease.
11.2.14 An Employee may give notice to Iplex terminating the employment at any time by giving Iplex 7 days notice in writing.

12 HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK AND WEEKEND WORK

12.1 Hours of work – day work

12.1.1 The ordinary hours of work for day workers, subject to the following exceptions, shall be an average of 38 hours per week, but not exceeding 152 in 28 days.

12.1.2 The ordinary hours of work may be worked on any day or all days of the week, Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between Iplex and the majority of Employees concerned.

12.1.3 The ordinary hours of work shall be worked continuously, except for meal breaks, at the discretion of Iplex between 6.00am and 6.00pm. Provided that the spread of hours may be altered subject to agreement between Iplex and the majority of Employees concerned.

12.1.4 By mutual agreement any work done prior to the spread of hours fixed in accordance with this sub clause, for which overtime rates are payable, shall be deemed to be part to the ordinary hours of work.

12.1.5 Iplex and the Employee concerned may agree that the ordinary working hours are to exceed eight on any day.

12.1.6 The ordinary hours of work shall not exceed ten hours in any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the Agreement of Iplex and the Employees in the plant or section concerned.

12.1.7 After the first three weeks of employment, the ordinary starting or finishing time of a Employee shall not be changed without seven days’ notice or less by mutual agreement.

12.1.8 Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups or sections of employees at the site, including a requirement to work reasonable additional hours in accordance with clause 21.1.

12.1.9 Where by virtue of the arrangement of ordinary working hours, a Employee is entitled to a day off during the work cycle, the Employee shall be advised by Iplex at least four weeks in advance of the week day to be taken off.

12.2 Afternoon shift

Afternoon Shift means any shift finishing after 6.00 pm. and at or before midnight. Where an existing afternoon shift finishes at an earlier hour, Iplex and the majority of Employees at the site or department may agree to change the arrangement.

12.3 Night shift
Night Shift means any shift finishing after midnight and at or before 8.00 am. Where an existing night shift commences or finishes at an earlier hour, Iplex and the majority of Employees may agree to change the arrangement.

13 SATURDAY WORK

Any Employee (other than a seven-day shift worker) who is employed on a Saturday (ordinary hours) shall for all time worked be paid at the rate of time and a half.

14 SUNDAY WORK

Any Employee (other than seven day shift worker) who is employed on a Sunday (ordinary hours) shall for all time worked on that day be paid at the rate of double time.

15 SHIFT WORK

15.1 Shift related definitions

15.1.1 Rostered shift: - means a shift of which the Employee concerned has had at least 48 hours' notice, or less by agreement.

15.1.2 Seven Day Shift Work: - means work carried on with consecutive shifts throughout the 24 hours of each of the seven days of the week without interruption except during breakdowns or meal periods or due to unavoidable causes beyond the control of Iplex.

15.1.3 Continuous Shift (Fixed): - means work performed by consecutive shifts of Employees through the 24 hours of each day, of at least five consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of Iplex. Employees engaged on continuous shift work do not rotate between shifts.

15.1.4 Non Continuous Shift (Rotating): - means work performed by consecutive shifts of Employees through the 24 hours of each day, of at least five consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of Iplex. Employees engaged on non-continuous shift work are rostered to rotate between shifts.

16 ROSTERS

16.1 Shift rosters shall be developed or altered from time to time between Iplex and Employees according to operational requirements.

16.2 Shift rosters may be trialled and varied as necessary to meet operational requirements.

16.3 Roster arrangements shall be properly documented.

16.4 Employees working shift work engaged on manufacturing duties shall be employed in accordance with Attachment A.
17 SHIFT WORK PENALTY RATES

17.1 Employees engaged on non-continuous shifts, working on afternoon or night shifts, shall in addition to their ordinary rate be paid per shift an amount equal to 15 per cent loading on the actual rate of pay.

17.2 Employees engaged on a continuous afternoon shift, are in addition to their ordinary rate, paid per shift an amount equal to 15 per cent shift loading.

17.3 An Employee who is required to work on a continuous night shift or on night shift for a period longer than 3 consecutive weeks is, during such engagement period or cycle, paid at the rate of 30% shift loading in addition to the ordinary rate for all time worked during ordinary hours.

17.4 Shift penalty rates are incorporated into a Loaded Rate in accordance with Clause 21 - Remuneration, of this agreement for rolling shifts.

18 HOURS OF WORK – CONTINUOUS AND NON CONTINUOUS SHIFTS

18.1 The ordinary hours of five or seven day shift Employees are to average 38 per week inclusive of crib time and may not exceed 152 hours in 28 consecutive days or a longer cycle if necessary. Attachment A sets out the existing shift arrangement.

18.2 Subject to the following conditions such shift Employees are required to work at such times as Iplex may require. A shift shall consist of not more than twelve hours inclusive of meal breaks. However:

18.2.1 In any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift, the arrangement of hours shall be subject to Agreement between Iplex and Employees.

18.3 Where Twelve hour shifts are worked Iplex will ensure that:

- suitable health and monitoring procedures are in place: &
- suitable rosters are made available
- proper supervision is being provided;
- adequate breaks being provided;

18.4 Except at regular changeover of shifts an Employee shall not be required to work more than one shift in each 24 hours.

18.5 Circumstances may arise where different methods of implementation of the 38-hour week apply to various groups or sections of Employees.

19 MEAL BREAKS

19.1 Day Work: - Employees will be entitled during each shift to an unpaid meal break of 30 minutes.

19.2 Continuous and Non Continuous shifts: - Employees working 12 hour shifts will be entitled during each shift to a minimum of two paid meal breaks of 30 minutes.

20 OVERTIME

20.1 Payment for working overtime
20.1.1 For employees working twelve hour shifts, all time worked before or after the Employee's starting or finishing time shall be paid for at the rate of time and a half (calculated on the Ordinary loaded rate).

20.1.2 All other employees the rates of pay shall be time and one-half for the first three hours and double time thereafter and such double time shall continue until the completion of the overtime work.

20.1.3 An Employee shall have completed the normal number of daily hours before overtime payment commences for such day, except where failure to do so is due to causes outside the Employee's control or where time off has been with Iplex's consent.

20.2 Requirement to work reasonable overtime

20.2.1 An Employee may be required to work reasonable overtime at overtime rates.

20.2.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- Any risk to Employee health and safety;
- The Employee's personal circumstances including any family responsibilities;
- The needs of the workplace or enterprise;
- The notice (if any) given by the employer of the overtime and by the Employee of his or her intention to refuse it, and
- Any other relevant matter.

20.2.3 Subject to clause 20.2.2, no Employee will unreasonably refuse to work overtime when requested to do so.

20.3 Maximum number of hours

Employees are not required to work for more than twelve hours in any one day or shift, except by mutual agreement in the case of a breakdown in machinery or to ensure continuance of operations.

20.4 Meal Breaks

Where overtime is to be worked immediately after the completion of a shift and the period of overtime is to be more than one and a half hours, an Employee, before starting overtime, shall be allowed a meal break of 20 minutes, which shall be paid at ordinary rates. Iplex and the Employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that Iplex shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

20.5 Overtime on Saturday, Sunday or Holiday or Recall to Work.

An Employee required to work on a Saturday, Sunday, holiday or recall to work as contained herein shall be provided with four hours' work or paid at Iplex's discretion for four
hours at the appropriate rate. Provided that this sub clause shall not apply where the work
is continuous with work commencing on the previous day or extending into the following
day.

20.6 Call Ins

An employee required to attend work for the purpose of a maintenance call in (after
hours) will be paid at double time for all hours, with a minimum of four (4) hours
payment.

20.7 Exchanging Shifts

Overtime will not be payable in the case of Employees exchanging shifts. Such
arrangements require the approval of Iplex.

21 REMUNERATION

21.1 Introduction

Remuneration paid to an Employee constitutes the whole of an Employee’s remuneration
over a 7-day period and takes into account all aspects and conditions of employment unless
otherwise provided for in this Agreement.

For the purpose of this clause, the term

- Ordinary rate shall mean base rate for employees not engaged on twelve hour shifts.
- Ordinary rate for employees engaged on twelve hour shiftwork shall mean the loaded
  rate
- Loaded rate shall mean an all purpose rate of pay inclusive of all entitlements such as
  annual leave loading, shift allowances, Public Holiday penalty rates and rostered
  overtime, i.e. 4 hours per week to accommodate the 12 hour shift roster pattern, as
  indicated in the following table. For the purpose of determining the ordinary base rate
  of pay subtract 27.2% from the loaded twelve hour shift rate shown in Attachment A.
21.2 Review of Wages

21.2.1 Wages shall increase under this agreement as follows;

- 2.5% increase payable on the first pay period following approval of the Agreement by FWC, back dated to the date an in principle agreement is reached.
- 2.5% effective from the first full pay period on or after 1 March 2019.
- 2.5% effective from the first full pay period following 1 March 2020
- 1% effective from the first pay period following 1 March 2021

21.2.2 The increases shall apply to the ordinary pay rates outlined in the pay structures provided in Attachment A.

21.3 Payment of Wages

21.3.1 Remuneration is paid weekly into a bank account nominated by the Employee. Where the majority of Employees on the site elect, all Employees on site may be paid weekly or fortnightly.

21.3.2 Employees shall be supplied with a detailed electronic pay slip to their nominated email address within two days that their pay is due to be paid into their nominated bank account. Payslips (printed from emails) will be made available where an employee has no email address and nominates as such. Annual leave and personal leave accruals will also be shown.

21.3.3 Pay adjustments will be adjusted no later than the following pay, provided that where an employee has received less than the ordinary pay (excluding overtime)
an adjustment shall be made to his or her wages as soon as possible before the next pay period.

**21.3.4** Following two months advance notice, the day of the week on which Employees are paid may be changed following discussion with Employees.

**21.4 Mixed Functions**

An employee engaged for more than two hours during one day or shift on duties carrying a higher rate than the employees ordinary classification shall be paid the higher rate for such day or shift. If for two hours or less during one day or shift, the employee shall be paid the higher rate for the time so worked.

**21.5 Allowances**

**21.5.1 Motor Vehicle Allowance**

An Employee who uses their own motor vehicle at the request of Iplex and on Iplex business shall be paid an allowance as detailed in Attachment A.

**21.5.2 Tools of Trade**

21.5.2.1 Iplex shall provide all tools of trade to Employees.

21.5.2.2 Any Employee issued with tools or equipment is required to return all items on termination or redeployment. Employees are responsible for maintaining their tools and equipment in a safe and proper condition. Repayment of tools lost, where due care has not been taken by the Employee will be required.

**21.5.3 Meal Allowance**

An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he/she will be so required to work shall receive a meal allowance as detailed in Attachment A.

**21.5.4 Case Hardened Prescription Lenses**

Iplex will pay for case hardening of prescription lenses where an employee is required to wear safety glasses within their workplace.

**21.5.5 First Aid Allowance**

An Employee nominated by the company on each shift worked shall be paid an allowance as detailed in Attachment A.

**21.6 Superannuation**

**21.6.1 Preamble**

Employees will have the Choice of fund in accordance with the relevant
21.6.2 Definitions

For the purposes of this clause.

“Ordinary time earnings” means a Employee’s ordinary or loaded rate (whichever is greater) of pay as defined in clause 21.1 including all allowances and loadings, including those applying to shift work, casual work, weekend and holiday work, tools and travel, but not including overtime.

“Superannuation fund” means a complying superannuation fund of the Employee’s choice.

21.6.3 Contributions

Iplex will make superannuation contributions monthly on behalf of eligible Employees into an approved Superannuation Fund to meet its obligations under the Legislation (currently 9.5%).

Where the Employee does not elect a Super fund of Choice the default fund will be the Retail Employees Superannuation Trust (REST).

21.6.4 Absence from work

Subject to the Trust Deed of the fund of which the Employee is a member, absences from work will be treated in the following manner:

21.6.4.1 Paid leave: Contributions shall continue whilst a member of a fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave and bereavement leave.

21.6.4.2 Unpaid leave: Contributions shall not be required to be made in relation to any absence from work without pay.

21.6.4.3 Work related injury and sickness: In the event of an eligible Employee’s absence from work due to work related injury or sickness, contributions shall continue for the period of the absence provided that the member of the fund (Employee is receiving payments in accordance with the provisions of this Agreement dealing with accident pay.

21.7 Workers Compensation

Where an Employee receives Workers Compensation the difference between those payments and Iplex will make up the pay, which the Employee would otherwise receive, up to a maximum of 26 weeks.

21.8 Salary Sacrifice

21.8.1 An Employee may make an agreement with Iplex to participate in a salary sacrifice program in relation to superannuation contributions. The program is voluntary.

21.8.2 The Employee must specify a fixed dollar amount that his or her wage is to be reduced (“the salary sacrifice”).
21.8.3 The salary sacrifice will be deducted from the Employee’s wage and contributed by Iplex to the Fund every four (4) weeks.

21.8.4 Iplex will continue to calculate the contributions required by 21.6.3 – Employer Contributions on the basis of the Employee’s ordinary time earnings before the salary sacrifice is deducted.

21.8.5 After taking into account the salary sacrifice, an Employee shall not receive less than the wage rate specified in this Agreement.

21.8.6 Salary sacrifice deductions will be made during a period of paid leave and the Employee will receive the rate of pay specified under this Agreement less the salary sacrifice deduction.

21.8.7 Calculation of salary for the purpose of overtime, leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions i.e. as if the salary sacrifice contributions had not been deducted from the salary.

21.8.8 The particulars of the salary sacrifice arrangements will be recorded on the Employee’s pay slip.

21.8.9 The Employee may revoke the salary sacrifice agreement by giving 1 weeks notice or vary the amount to be deducted at not less than three (3) monthly intervals.

21.8.10 Iplex may change benefits under the program if required to do so by legislation and will notify affected Employees of any change.

22 LEAVE ENTITLEMENTS

22.1 Long Service Leave

22.1.1 Long Service Leave is to be accrued and taken in accordance with the Long Service Leave Act 1955

22.2 Annual leave

22.2.1 Entitlement to annual leave

An Employee is entitled to and accrues annual leave in accordance with the Fair Work Act 2009.

22.2.2 Annual leave entitlement for shift Employees;

a. A shift worker for the purpose of the National Employment Standards is a seven day shift worker who is regularly rostered to work on Sunday’s and public holidays and accrues 5 weeks annual leave per year based on ordinary hours of work.

b. Continuous Seven (7) day shift workers engaged on twelve hour shifts are entitled to accrue 252 hours annual leave during each year of service.

22.2.3 Crediting
Every four weeks the company must credit to an Employee the amount (if any) of annual leave accrued by the Employee since the company last credited to the Employee an amount of annual leave.

22.2.4 Accumulation

Annual leave is cumulative.

22.2.5 Payment for leave

a. When an Employee takes Annual Leave, Iplex must pay the Employee at the rate of pay that the Employee would reasonably have expected to be paid by Iplex if the Employee had worked during the period.

b. Before going on leave,
   i. Employees are to be paid the wages in advance
   Or
   ii. Continue to have wages paid into their bank account as normal.

22.2.6 Rate of Pay – Annual Leave Loading

a. This clause applies to employees receiving ‘ordinary rate’ of pay and excludes ‘loaded rate’ seven day shift worker employees.

b. In addition to the payment or credit of ordinary time wages in accordance with clause 22.2.6, an Employee going on annual leave is entitled to an additional amount of 17.5% of that Employee’s ordinary time earnings, which will be paid in the usual way.

c. An employee who is engaged on afternoon or night shift will receive a loading paid at either 17.5% or the shift rate applicable to that Employee or the relevant weekend penalty rates, whichever is the greater for each individual day of leave

22.2.7 Annual leave exclusive of public holidays

Annual leave for an employee other than seven day shift worker shall be exclusive of any of the public holidays in Clause 23.8 and if any such holiday falls within a 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 an additional day shall be received. Please refer to Attachment B for the listing of public holidays.

22.2.8 Successor or assignee

Where Iplex is the successor, assignee or transomitee of a business (transmission), an Employee who is employed by the predecessor of Iplex at the date of transmission is to be regarded for the purpose of calculating leave entitlements as if all of the service with the predecessor employer was service with Iplex.

22.2.9 Cashing out of Annual Leave
Paid annual leave must not be cashed out except in accordance with an agreement under this clause, 22.2.9

Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.2.9

An employer and an employee, on an employee's request, may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

An agreement under clause 22.2.9 must state:

- The amount of leave to be cashed out and the payment to be made to the employee for it; and the date on which the payment is to be made.

An agreement under clause 22.2.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks.

The maximum amount of accrued paid annual leave that can be cashed out in any period of 12 months is 2 weeks, on no more than 2 separate occasions in a 12 month period. This may be extended and Iplex won't unreasonably withhold agreement.

The employer must keep a copy of any agreement under clause 22.2.9 as an employee record.

22.2.10 Leave allowed before due date

Where an Employee has insufficient leave to cover an absence, Iplex may:

a) Approve an application by an Employee for unpaid leave.

b) Approve an application by an Employee for paid annual leave in advance of an entitlement becoming due. Where paid leave in advance has been taken and the employment relationship is subsequently terminated, the Employee remains liable to Iplex for any moneys paid in advance, which can be debited from final termination payments.

22.2.11 Excessive leave

Notwithstanding s.33 of the NES, if Iplex has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, Iplex can require the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:

c) at the time the direction is given, the employee has eight weeks or more of annual leave accrued; and

d) the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

22.2.12 Proportionate payment on termination

If the employment of an Employee who has not taken an amount of accrued annual leave ends at a particular time, the Employee's untaken accrued leave
must be paid at a rate that is no less than the Employee’ basic periodic rate of pay at that time.

22.2.13 Annual close down

a. Iplex will give reasonable notice of any close down. All Employees will be required to take annual leave for the period of the close down. Where an Employee has insufficient leave to cover the period of the close down, Iplex may approve an application in accordance with clause 22.2.10.

b. In all cases the earliest possible notice must be given by Iplex of it’s intention to close down. A notice shall be posted on the factory notice-board(s) indicating the close down period and roster details.

22.3 Personal/Carers Leave/Compassionate Leave

22.3.1 Meaning of personal/carer’s leave

Personal/carer’s leave is:

a. paid leave (“sick leave”) taken by an Employee because of a personal illness, or injury, of the Employee; or

b. paid or unpaid leave (“carer’s leave”) taken by an Employee to provide care or support to a member of the Employee’s immediate family, or a member of the Employee’s household, who requires care or support because of:

- a personal illness, or injury, of the member; or
- an unexpected emergency affecting the member.

The term “immediate family” includes:

a. spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee on a bona fide domestic basis; and

b. 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

22.3.2 Rate of Pay

If an Employee takes personal leave, Iplex must pay the Employee at the rate of pay that the Employee would reasonably have expected to be paid by Iplex if the Employee had worked during that period.

22.3.3 Paid personal/carer’s leave—accrual, crediting and accumulation rules

a. Entitlement to take credited leave

An Employee is entitled to take an amount of paid personal/carer’s leave if that amount of leave is credited to the Employee.
b. **Accrual & Crediting**

For the purposes of personal/carers leave calculation:

- Twelve hour shift workers will receive 120 hours PA
- Eight hour shift workers will receive 76 hours PA

c. **Accumulation**

Paid personal/carer’s leave is cumulative.

d. **Paid personal/carer’s leave—workers’ compensation**

An Employee is not entitled to take paid personal/carers leave for a period during which the Employee is absent from work because of a personal illness, or injury, for which the Employee is receiving workers’ compensation.

However, this clause does not apply to the extent that it is inconsistent with a provision of a law relating to workers’ compensation if the provision would:

- prevent an Employee from taking or accruing paid personal/carers leave during a period while the Employee is receiving compensation; or
- restrict the amount of paid personal/carers leave an Employee may take or accrue during such a period.

e. **Employee must give notice**

The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the company or his or her inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonably practicable to inform the company during the ordinary hours of the first day or shift of such absence, the Employee must inform the company within 24 hours of such absence.

When taking leave to care for members of his or her immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:

- the name of the person requiring care and support and their relationship to the Employee;
- the reasons for taking such leave; and
- the estimated length of absence.

f. **Evidence supporting claim**

When taking leave for personal illness or injury, the Employee must, if required by Iplex, establish by production of suitable evidence that the Employee was unable to work because of injury or personal illness.

When taking leave to care for members of his or her immediate family or household who are sick and require care and support, the Employee must,
if required by the company, establish by production of suitable evidence, the illness of the person concerned and that such illness requires care by the Employee.

When taking leave to care for members of his or her immediate family or household who require care due to an unexpected emergency, the Employee must, if required by the company, establish by production of suitable evidence, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

22.3.4 Unpaid carer’s leave

An Employee is entitled to a period of up to 2 days unpaid carer’s leave for each occasion (an “UCL permissible occasion”) when a member of the Employee’s immediate family, or a member of the Employee’s household, requires care or support during such a period because of:

- a personal illness, or injury, of the member; or
- an unexpected emergency affecting the member.

Note: This entitlement extends to casual Employees.

An Employee is entitled to unpaid carer’s leave only if the Employee complies with the notice and documentation requirements in clause 22.3.3 F & G above, to the extent to which they apply to the Employee.

a. Unpaid carer’s leave—how taken

An Employee who is entitled to a period of unpaid carer’s leave for a particular UCL permissible occasion is entitled to take the unpaid carer’s leave as:

- a single, unbroken, period of up to 2 days; or
- any separate periods to which the Employee and the company agree.

b. Unpaid carer’s leave—paid personal leave exhausted

An Employee is entitled to unpaid carer’s leave for a particular UCL permissible occasion during a particular period only if the Employee cannot take an amount of any of the following types of paid leave during the period:

- paid personal/carer’s leave;
- any other authorised leave of the same type as personal/carer’s leave.

22.3.5 Compassionate leave

a. Entitlement

Compassionate leave is paid leave for the purposes of spending time with a person who:

- is a member of the Employee’s immediate family or a member of the Employee’s household; and
has a personal illness, or injury, that poses a serious threat to his or her life; or

after the death of a member of the Employee’s immediate family or a member of the Employee’s household.

An Employee is entitled to a period of 2 days of compassionate leave for each occasion (a “CL permissible occasion”) when a member of the Employee’s immediate family or a member of the Employee’s household:

• contracts or develops a personal illness that poses a serious threat to his or her life; or

• sustains a personal injury that poses a serious threat to his or her life; or

• dies.

However, the Employee is entitled to compassionate leave only if the Employee gives the company any evidence that the company reasonably requires of the illness, injury or death.

b. Taking compassionate leave

An Employee who is entitled to a period of compassionate leave for a particular CL permissible occasion is entitled to take the compassionate leave as:

• a single, unbroken period of 2 days; or

• two separate periods of 1 day each; or

• any separate periods to which the Employee and the company agree.

An Employee who is entitled to a period of compassionate leave because a member of the Employee’s immediate family or a member of the Employee’s household has contracted or developed a personal illness, or sustained a personal injury, is entitled to start to take the compassionate leave at any time while the illness or injury persists.

22.3.6 Paid personal leave—service

A period of paid personal leave does not break an Employee’s continuity of service.

Paid personal leave counts as service for all purposes (“paid personal leave” means paid personal/carer’s leave or compassionate leave).

22.3.7 Unpaid carer’s leave—service

A period of unpaid carer’s leave does not break an Employee’s continuity of service. However, a period of unpaid carer’s leave does not otherwise count as service except as expressly provided by or under:

• a term or condition of the Employee’s employment; or

• a law, or an instrument in force under a law of the Commonwealth.

22.3.8 Time off in lieu (Family)

a. An Employee may elect, with the consent of Iplex, to take time off in lieu of payment at a time or times for each hour worked.
b. Time taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

c. Iplex shall, if requested by an Employee, provide overtime payments for time worked where such time has not been taken within four weeks of accrual and requested by the team manager.

d. On each occasion that the Employee elects to use this provision the resulting Agreement shall be recorded.

22.3.9 Make-up time (Family)

a. Employee may elect, with the consent of Iplex, 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 Agreement at the ordinary rate of pay.

b. An Employee on shift work may elect, with the consent of Iplex, 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 that would have been applicable to the hours taken off.

c. On each occasion that the Employee elects to use this provision the resulting Agreement shall be recorded.

22.4 Entitlement to cash out an amount of paid personal / carer’s leave

Employees covered by this agreement are entitled to forgo an entitlement to take any or all of the amount of paid personal / carer’s leave credited to the employee that exceeds the protected amount of paid personal / carer’s leave as follows;

22.4.1 The protected amount of paid personal / carer’s leave is 15 days at the appropriate rate for the shift structure being worked the employee must give the employer a written election to forgo the amount of paid personal / carer’s leave

22.4.2 The employee must give the employer a written election to forgo the amount of paid personal / carer’s leave.

22.4.3 Elections can only be made once a year for payment in the 1st pay period in December.

22.4.4 Upon receipt of the written request from the employee, the employer must pay the employee the amount of personal / carer’s leave at the ordinary (refer 21.1) period rate of pay received by the employee at the time the election is made.

The employer will deduct from the employees accrued paid personal / carer’s entitlement an amount equal to the amount of personal / carer’s leave paid to the employee.

22.5 Community Service Leave

a) Jury Service - Employees summoned to attend jury service will continue to receive their ordinary rate of pay as defined at clause 21.1 of this agreement less the monies received from the Court for the duration of their attendance.

b) Other Community Service Leave as provided for in the NES - Employees may be absent from their employment for a period due to their involvement in voluntary emergency management activity where an employee engages in an activity that involves dealing with an emergency or natural disaster on a voluntary basis with, a
recognised emergency management body for coping with emergencies and/or disasters including a fire-fighting, civil defence or rescue which involves securing the safety of persons or animals in an emergency or natural disaster; or protecting property in an emergency or natural disaster; or otherwise responding to an emergency or natural disaster.

22.6 Blood Donor Leave

Employees shall be allowed to attend a recognised clinic for the purpose of donating blood, up to 4 times a year without loss of pay for a reasonable time period not exceeding 3 hours. The Employee shall notify Iplex as soon as possible of the time and date upon which they are intending to be absent for the purpose of donating blood.

22.7 Parental Leave

22.7.1 Parental leave will be in accordance with the National Employment Standards.

22.7.2 If at any time during the life of this agreement, Iplex introduces additional or more generous parental leave benefits for any of its Employees, those benefits will be applied to the Employees bound by this agreement, from the date of their introduction.

22.8 Public Holidays

22.8.1 Subject to this clause, all Employees, except 7 day shift workers, are entitled to the following public holidays without deduction of pay:

a. New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day or such other day in substitution for any specified day as may be agreed upon between Iplex and Employees, plus one additional day per year as agreed between the majority of employees and the employer provided that in the absence of agreement the employer shall determine the day

b. Where in New South Wales, an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purpose of this Agreement, for Employees covered by this Agreement who are employed in the State, in respect of which the holiday has been proclaimed or ordered as required.

22.8.2 Holidays Falling on Weekends

For the purposes of this Agreement:

a. Where Christmas Day falls on a Saturday or a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively;

b. Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day.

c. Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday shall be observed as New Years Day or Australia Day.
22.8.3 Payment for time worked

Subject to the definition of a holiday under clauses 22.8.1, an Employee other than a 7 day shift worker who works on a recognised holiday must be paid for a minimum of three hours work and shall for all time worked on that day and be paid at the rate of double time and a half.

22.8.4 Holidays and workers compensation

A Employee absent as the result of an accident sustained in the course of employment and who is receiving payment under Work Cover shall not be entitled to payment for any holidays occurring during such absence, but shall only be entitled to the difference between the payment received for such day under Work Cover and their normal wage for the holiday.

22.8.5 Public Holidays and termination

a. If Iplex provides to a Employee a notice of termination of engagement expiring or taking effect as a dismissal within seven days or a holiday, Iplex shall pay the Employee a day's pay for each holiday falling or being observed within seven days of the termination of the engagement unless the engagement is terminated by Iplex by reason of the misconduct of the Employee.

b. When any holiday is observed on a non-working day, the Employee concerned shall not be entitled to payment for such holiday.

23 TRAINING

All parties are committed to improving the quality of training and communication.

Wherever possible, Training activities will be conducted during normal scheduled working hours, and attendance will be compulsory. Any meeting of less than 2 hours duration called by the Company using clauses 7, 8 & 10 hereof will result in a minimum payment of four hours normal pay. This includes Production Employees on a 7 day continuous shift operation.

24 DRUGS AND ALCOHOL POLICY

All parties bound by this agreement recognise the negative influence that drugs and alcohol can have on employee health, safety and wellbeing. All parties recognise and are committed to, the Iplex Drug and Alcohol policy.

25 REDUNDANCY

25.1 DEFINITIONS

25.1.1 Redundancy occurs where the Company has made a definite decision that the Company no longer wishes the job the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

25.1.2 Transmission means the transfer, conveyance, assignment or succession of the business whether by agreement or by operation of law and transmitted has a corresponding meaning.
25.1.3 Week's pay means the actual rate of pay that the Employee is receiving at the time of receiving the severance payment, which can be either the ordinary rate or the loaded rate for the Employee concerned as provided for in clauses 21.1 of this Agreement and does not include any additional payments not included in that rate.

25.2 Consultation

Consultation shall occur in accordance with clause 9 of this agreement.

25.3 Alternative Employment

25.3.1 If available, people selected for redundancy will be offered any alternative position that may exist at the time as follows:

a. Iplex will attempt to find 'suitable' alternative positions commensurate with the skills and abilities of the individual and the needs of the business.

b. If an alternative position is offered (other than a 'suitable' one) and the position is accepted but requires the relevant person to acquire substantial new skills and/or there are significant changes to conditions of employment then a three month trial period will apply. (A "significant change" in conditions includes people originally employed on the basis of working a fixed shift who would have to move to a rotating shift system to take up alternative employment). Before the end of the trial period, either party may decide to offer or take up the redundancy payment if the trial has been unsuccessful.

25.3.2 If an offer of alternative employment is accepted, and the rate for the alternative position is lower than the Employee's current base rate of pay, that base rate of pay will be maintained for the trial period. At the end of the trial period, the Employee will be paid at the rate for the alternative position.

25.4 Notice of termination (Redundancy)

A minimum of four weeks' notice or payment in lieu thereof shall be provided in the event of redundancy, subject to clause 28.1.1

25.5 Severance Payments

The following scale of severance payments shall apply:

- Employees with at least 1 year service but less than 2 years shall receive 4 weeks' severance.
- Employees with more than two years’ service will receive 3 weeks’ pay per year of service - pro rata to completed months, maximum 60 weeks
- All outstanding accrued sick leave and annual leave entitlements will be paid.
- Pro-rata long service leave where continuous service is greater than one year will be paid.

25.6 Volunteers will be considered for redundancy subject to the fundamental requirement that Iplex must retain required Employee skills to meet operational needs.
25.7 Iplex will provide the following services to assist Employees considering or taking redundancy:

- outplacement support
- certificate of service
- reasonable time off during the notice period to attend job interviews
- $150 one-off allowance to pay for reasonable financial counselling services of the employees’ choice.

25.8 An Employee shall be allowed one day off per week of notice, up to a maximum of five day’s time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with Iplex.

25.9 Transfer of surplus Employees to other Iplex sites where a vacancy exists may occur.

25.10 The provisions of this clause are not applicable where a business is before or after the date of this agreement, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmitee), in any of the following circumstances:

25.11 Where the Employee accepts employment with the transmitee which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmitee; or

25.12 Where the Employee rejects an offer of employment with the transmitee:

a. in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmittor; and

b. which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmitee.

26 HEAT MANAGEMENT

It is acknowledged that because of the nature of the industry at times employees are required to work in extreme temperatures. Should temperatures rise above 35 degrees Celsius cool water will be supplied by the employer. Should temperatures rise above 40 degrees Celsius staff will be rotated to allow a ten minute break every 2 hours.

Any employee who feels unwell because of extreme temperatures is encouraged to immediately speak with his or her supervisor.

27 UNIFORMS

The Company will provide and the employees shall wear the uniform provided by the company. The initial issue shall include:
- 4 pairs of long cotton trousers
- 4 long sleeve cotton shirts
- Jacket every two years.

These will be replaced on an exchange basis.

The employer will also ensure two sets of wet weather gear are provided on each shift.

28 TERMINATION OF EMPLOYMENT

28.1 Notice of termination by Iplex

In order to terminate the employment of a full time or part time Employee, Iplex shall provide the following minimum notice in writing to the employee.

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of Notice</th>
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<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
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<tr>
<td>Over 1 year and up to the completion of 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Over 3 years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

28.1.1 In addition to the notice prescribed herein, Employees over 45 years of age at the time of the giving of the notice with not less than 2 years’ continuous service shall be entitled to an additional week’s notice.

28.1.2 Payment in lieu of the notice 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.

28.1.3 For the purposes of this sub clause notice given at or before the commencement of any shift shall run from the beginning of such shift and notice given after the commencement of a shift not begin to run until the commencement of the next succeeding shift.

28.1.4 In calculating any payment in lieu of notice, the wages a Employee would have received in respect of the ordinary time that would have been worked during the period of notice had employment not been terminated, shall be used.

28.1.5 In the case of fixed term Employees, the Employee or Iplex shall give one week’s notice of termination of employment during the agreed period/project for which the fixed term Employee was employed.

28.1.6 If a fixed term Employee’s employment is not terminated in accordance with this sub clause, such employment will end when the mutually agreed period/project ends.

28.1.7 Employees will receive eligible termination payments within 24 hours of ceasing employment with Iplex.
28.1.8 A statement of service will be provided upon request

28.2 Abandonment of Employment

This clause shall operate subject to the National Employment Standards being the minimum standard applied.

The absence of an employee from work for a continuous period exceeding three working days without the consent of Iplex and without notification to Iplex is prima facie evidence that the employee has abandoned their employment.

If within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of Iplex that they were absent for reasonable cause, the employee is deemed to have abandoned their employment.

Termination of employment by abandonment in accordance with this clause operates 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 Iplex, whichever is the later.

28.3 Notice of termination by Employee

28.3.1 The notice of termination required to be given by an Employee shall be the same as that required of Iplex, except that there shall be no additional notice based on the age of the Employee concerned.

28.3.2 If an Employee fails to give notice Iplex 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 not served.

28.3.3 Iplex may agree, that the Employee may be released prior to the expiry of the notice period with payment of wages to the date of termination only.

28.4 Summary Dismissal

Iplex may dismiss any Employee without notice for gross misconduct without notice and in such cases the wages shall be paid up to the time of dismissal only.

Gross misconduct shall include but is not limited to: malingering, neglect of duty, intentionally damaging or stealing company or other Team Members property, causing injury or potential injury to fellow employees, possession and/or consumption of intoxicating liquors and/or non prescribed drugs.

28.5 Notification of absence

A Employee who is absent from work without Iplex's consent shall at the earliest opportunity on the first day of the absence, inform Iplex of their inability to attend for duty and, as far as practicable, state the reason for the absence and the estimated duration thereof. It is expected this notice will normally be given prior to normal start time by the employee or a person on their behalf.

An Employee who satisfies Iplex that the failure to give the required particulars of an absence was reasonable in the circumstances shall not be in breach of this sub clause.
29 FLEXIBILITY TERM

29.1. 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, insofar as they are affected by a variation made in relation to (i);
   (iii) penalty rates; insofar as they are affected by a variation made in relation to (i);

(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.

29.2 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.

29.3 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.

29.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

29.5 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.

30 DISPUTE RESOLUTION PROCEDURE TRAINING LEAVE

30.1 Subject to clauses 30.7, 30.8 and 30.9, an eligible employee representative is entitled to, and the employer must grant, up to five days training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the Act, or with any relevant agreement which provides it is to be read in conjunction with this award.

30.2 An eligible employee representative must give the employer six weeks' notice of the employee representative’s intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.
30.3 The notice to the employer must include details of the type, content and duration of the course to be attended.

30.4 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.

30.5 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 had they not been on leave during the relevant period.

30.6 Leave of absence granted pursuant to Clause 30—DISPUTE RESOLUTION PROCEDURE TRAINING LEAVE counts as service for all purposes of this award.

30.7 For the purpose of determining the entitlement of employee representatives to Dispute Resolution Procedure Training Leave, an eligible employee representative is an employee:

a) who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure; and

b) who is within the class and number of employee representatives entitled from year to year to take paid dispute resolution procedure training leave according to the following quota table:

<table>
<thead>
<tr>
<th>Number of employees employed by the employer in an enterprise or workplace</th>
<th>Maximum number of eligible employee representatives entitled per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>5–15</td>
<td>1</td>
</tr>
<tr>
<td>16–30</td>
<td>2</td>
</tr>
<tr>
<td>31–50</td>
<td>3</td>
</tr>
<tr>
<td>51–90</td>
<td>4</td>
</tr>
<tr>
<td>More than 90</td>
<td>5</td>
</tr>
</tbody>
</table>

30.8 Where the number of eligible employee representatives exceeds the quota at any particular time for a relevant enterprise or workplace, priority of entitlement for the relevant year must be resolved by agreement between those entitled or, if not agreed, be given to the more senior of the employee representatives otherwise eligible who seeks leave.

30.9 For the purpose of applying the quota table, employees employed by the employer in an enterprise or workplace are full-time and part-time employees, and casual employees with six months or more service, covered by this award who are employed by the employer and engaged in the enterprise or workplace to which the procedure established under Clause 5 of this agreement applies.
## ATTACHMENT A  Loaded Rates & Current Shift Arrangements

### Wage Table

<table>
<thead>
<tr>
<th>Employee Level</th>
<th>Hours</th>
<th>Base Rate [$/hr]</th>
<th>Loaded Rate [$/hr]</th>
<th>Base Rate [$/hr]</th>
<th>Loaded Rate [$/hr]</th>
<th>Base Rate [$/hr]</th>
<th>Loaded Rate [$/hr]</th>
<th>Base Rate [$/hr]</th>
<th>Loaded Rate [$/hr]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Member Grade 1</td>
<td>42</td>
<td>$20.2599</td>
<td>$27.8296</td>
<td>$20.7664</td>
<td>$28.5253</td>
<td>$21.2856</td>
<td>$29.2384</td>
<td>$21.8177</td>
<td>$29.9694</td>
</tr>
<tr>
<td>Team Member Grade 2</td>
<td>42</td>
<td>$21.5615</td>
<td>$29.6174</td>
<td>$22.1005</td>
<td>$30.3578</td>
<td>$22.6530</td>
<td>$31.1168</td>
<td>$23.2193</td>
<td>$31.8947</td>
</tr>
<tr>
<td>Team Member Grade 3</td>
<td>42</td>
<td>$22.8708</td>
<td>$31.4160</td>
<td>$23.4426</td>
<td>$32.2014</td>
<td>$24.0287</td>
<td>$33.0064</td>
<td>$24.6294</td>
<td>$33.8316</td>
</tr>
<tr>
<td>Team Member Grade 4</td>
<td>42</td>
<td>$24.3448</td>
<td>$33.4407</td>
<td>$24.9535</td>
<td>$34.2767</td>
<td>$25.5773</td>
<td>$35.1337</td>
<td>$26.2167</td>
<td>$36.0120</td>
</tr>
<tr>
<td>Die/Line Setter</td>
<td>38</td>
<td>$32.4100</td>
<td>n/a</td>
<td>$33.2203</td>
<td>n/a</td>
<td>$34.0508</td>
<td>n/a</td>
<td>$34.9020</td>
<td>n/a</td>
</tr>
<tr>
<td>Trades C10</td>
<td>38</td>
<td>$31.3416</td>
<td>n/a</td>
<td>$32.1251</td>
<td>n/a</td>
<td>$32.9283</td>
<td>n/a</td>
<td>$33.7515</td>
<td>n/a</td>
</tr>
<tr>
<td>Trades C9</td>
<td>38</td>
<td>$32.9063</td>
<td>n/a</td>
<td>$33.7290</td>
<td>n/a</td>
<td>$34.5722</td>
<td>n/a</td>
<td>$35.4365</td>
<td>n/a</td>
</tr>
<tr>
<td>Trades C8</td>
<td>38</td>
<td>$34.4711</td>
<td>n/a</td>
<td>$35.3329</td>
<td>n/a</td>
<td>$36.2162</td>
<td>n/a</td>
<td>$37.1216</td>
<td>n/a</td>
</tr>
<tr>
<td>Trades C7</td>
<td>38</td>
<td>$36.0475</td>
<td>n/a</td>
<td>$36.9487</td>
<td>n/a</td>
<td>$37.8724</td>
<td>n/a</td>
<td>$38.8192</td>
<td>n/a</td>
</tr>
<tr>
<td>Trades C6</td>
<td>38</td>
<td>$39.1770</td>
<td>n/a</td>
<td>$40.1564</td>
<td>n/a</td>
<td>$41.1603</td>
<td>n/a</td>
<td>$42.1893</td>
<td>n/a</td>
</tr>
<tr>
<td>Temporary Process Controller</td>
<td>42</td>
<td>n/a</td>
<td>$35.0900</td>
<td>n/a</td>
<td>$35.9673</td>
<td>n/a</td>
<td>$36.8664</td>
<td>n/a</td>
<td>$37.7881</td>
</tr>
<tr>
<td>Temporary Team Leader</td>
<td>42</td>
<td>n/a</td>
<td>$38.2100</td>
<td>n/a</td>
<td>$39.1653</td>
<td>n/a</td>
<td>$40.1444</td>
<td>n/a</td>
<td>$41.1480</td>
</tr>
</tbody>
</table>

### ALLOWANCES

<table>
<thead>
<tr>
<th>Allowance Type</th>
<th>Current Rates Effective 1 March 2017</th>
<th>Year 1 2% increase payable on the first pay period following approval of the Agreement by FWC, back dated to the date an in principle agreement is reached.</th>
<th>Year 2 Increase 2% Effective from the 1st full pay period following 1 March 2019.</th>
<th>Year 3 Increase 2% Effective from the 1st full pay period following 1 March 2020.</th>
<th>Year 3.5 Increase 1% Effective from the 1st full pay period following 1 March 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refer Clause 22.5.1: Motor Vehicle Allowance</td>
<td>$0.88/km</td>
<td>$0.8976</td>
<td>$0.9156</td>
<td>$0.9339</td>
<td>0.94325112</td>
</tr>
<tr>
<td>Refer Clause 22.5.3: Meal Allowance</td>
<td>$14.12</td>
<td>$14.4024</td>
<td>$14.69</td>
<td>$14.98</td>
<td>$15.13</td>
</tr>
<tr>
<td>Refer Clause 22.5.5: First Aid Allowance</td>
<td>$14.58/week</td>
<td>$14.8716</td>
<td>$15.1690</td>
<td>$15.4724</td>
<td>$15.63</td>
</tr>
</tbody>
</table>

Note: Grade 4 is equivalent to Cert III and C10 of the Manufacturing & Associated Industries Award 2010.
ATTACHMENT B: NSW PUBLIC HOLIDAYS 2018 - 2020

The following is a listing of currently available Public Holidays for NSW under the Public Holidays Act 2010.

**NSW Public Holidays 2018-2020**

<table>
<thead>
<tr>
<th>Public Holiday</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Monday, 1 January</td>
<td>Tuesday, 1 January</td>
<td>Wednesday, 1 January</td>
</tr>
<tr>
<td>Australia Day</td>
<td>Friday, 26 January</td>
<td>Monday, 28 January</td>
<td>Monday 27 January</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Friday, 30 March</td>
<td>Friday, 19 April</td>
<td>Friday, 10 April</td>
</tr>
<tr>
<td>Easter Saturday - the Saturday following Good Friday</td>
<td>Saturday, 31 March</td>
<td>Saturday, 20 April</td>
<td>Saturday, 11 April</td>
</tr>
<tr>
<td>Easter Sunday</td>
<td>Sunday, 1 April</td>
<td>Sunday, 21 April</td>
<td>Sunday, 12 April</td>
</tr>
<tr>
<td>Easter Monday</td>
<td>Monday, 2 April</td>
<td>Monday, 22 April</td>
<td>Monday, 13 April</td>
</tr>
<tr>
<td>Anzac Day</td>
<td>Wednesday, 25 April</td>
<td>Thursday, 25 April</td>
<td>Saturday, 25 April</td>
</tr>
<tr>
<td>Queen’s Birthday</td>
<td>Monday, 11 June</td>
<td>Monday, 10 June</td>
<td>Monday, 8 June</td>
</tr>
<tr>
<td>Bank Holiday</td>
<td>Monday, 6 August</td>
<td>Monday, 5 August</td>
<td>Monday, 3 August</td>
</tr>
<tr>
<td>Labour Day</td>
<td>Monday, 1 October</td>
<td>Monday, 7 October</td>
<td>Monday, 5 October</td>
</tr>
<tr>
<td>Christmas Day public holiday</td>
<td>Tuesday, 25 December</td>
<td>Wednesday, 25 December</td>
<td>Friday, 25 December</td>
</tr>
<tr>
<td>Boxing Day</td>
<td>Wednesday, 26 December</td>
<td>Thursday, 26 December</td>
<td>Saturday, 26 December</td>
</tr>
<tr>
<td>Additional Day</td>
<td></td>
<td></td>
<td>Monday, 28 December</td>
</tr>
</tbody>
</table>