

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/309

TITLE: Fullview Plastics Pty Ltd NIW, NSW Branch Site Enterprise Agreement 2001

I.R.C. NO: 2001/5981

DATE APPROVED/COMMENCEMENT: 25 October 2001/1 July 2001

TERM: _____ 12 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA01/70

GAZETTAL REFERENCE: 16 November 2001

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the Rubber Workers (State) Award, located at the Company's site at 4 Forge Street, Blacktown

PARTIES: Fullview Plastics Pty Ltd -&- National Union of Workers, New South Wales Branch

FULLVIEW PLASTICS PTY. LTD.

NATIONAL UNION OF WORKERS,

N.S.W. BRANCH

**SITE
ENTERPRISE AGREEMENT**

2001

**Registered
Enterprise Agreement**

Industrial Registrar

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MEMORANDUM OF AGREEMENT

1. TITLE

This agreement shall be known as: **Fullview Plastics Pty. Ltd. NUW, NSW Branch Site Enterprise Agreement 2001.**

2. PARTIES BOUND

This agreement shall be binding on: ***Fullview Plastics Pty. Ltd. (the Company);***

All employees represented by the ***National Union of Workers, NSW Branch*** working at the site.

3. APPLICATION AND INCIDENCE OF AGREEMENT

This agreement shall apply at the Company's Blacktown Site, **30-32 Bessemer Street, Blacktown**, in the state of New South Wales.

4. RELATIONSHIP TO PARENT AWARDS

This agreement shall be read and interpreted wholly in conjunction with the following award, as varied during the life of the agreement, provided that where there is any inconsistency between this agreement and the award, this agreement shall take precedence to the extent of the inconsistency:-

RUBBER WORKERS (STATE) AWARD

5. DATE AND PERIOD OF OPERATION

(a) This agreement shall operate from the beginning of the first full pay period to commence on or after the **1 July 2001**, and shall have a nominal expiry date of **30 June 2002**

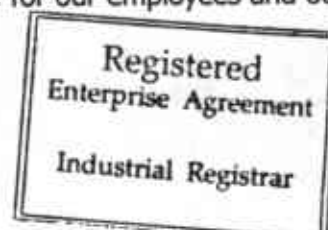
(b) All parties agree that during the life of the agreement, no party will raise any further claims relating to the terms and conditions of the Agreement.

6. VISION AND VALUES

COMMITMENT TO MANUFACTURING:

Fullview Pty. Ltd. vision is:-

"To be a leading Plastic Moulding organisation by creating value for our employees and our customers."



Our commitment to manufacturing is to work with all operations' employees in developing the best approach to team development.

7. IMPROVEMENT

Actively pursues improvements to accomplish goals using related approaches to make continuous improvement.

Underpinning the process of continuous improvement will be the open sharing of information, consultation and employee participation. This process will include formal discussions with the appropriate union delegates during the development of the implementation plan and implementation stages.

8. EQUAL EMPLOYMENT OPPORTUNITY

At Fullview Pty. Ltd., our aim is to attract the very best employees and to ensure all employees are treated fairly and equally in every aspect of their employment.

EEO is a fundamental component of our Human Resource policies and practices and should also be incorporated in all of our human resource and business decisions. This is good business practice and will improve productivity, morale and Fullview Pty. Ltd.'s standing in the community.

It is in the interest of employees to be fair with each other at work; to value diversity and difference and not to discriminate against each other.

9. CASUAL EMPLOYEES

Fullview commits to maximising the permanent component of the labour force.

Casual employees shall be utilised to cover short-term absences, unexpected peaks in production or special projects.

Such employees shall be paid by the hour and receive the appropriate site rate for their classification plus 20% casual loading, whether employed by the company or through an external employment agency.

10. ANNUAL LEAVE

- (a) As per the (NSW) Annual Holidays Act, 1944.
- (b) Entitlement of 4 weeks leave for each completed year of service.
- (c) An annual leave loading of 17½% shall be paid when leave is taken. If the shift loading is greater than 17½% then the shift loading will be payable, whichever is the greater.
- (d) Leave loading shall only be payable after 12 month's service.



11. LONG SERVICE LEAVE

- (a) As per the (NSW) Long Service Leave Act, 1955.
- (b) Long Service Leave Entitlement: Upon termination, pro rata after the first 5 years' continuous service.

12. MATERNITY LEAVE

- (a) As per the (NSW) Industrial Relations Act, 1996.
- (b) An employee who is receiving a higher rate of pay than that payable for the work on which they are temporarily undertaking shall have no reduction in pay.

13. WAGES

- (a) An all purpose increase of 4% on existing wages and allowances shall be payable to the following employees represented by the National Union of Workers, New South Wales Branch working at the site:

3% effective from 1 July 2001 and 1% effective from 1 May 2002.

- (i) All graded production workers, MP1 through to MP2;
- (ii) All future employees will initially be paid at the MPI rate of \$12.62 per hour ordinary time plus relevant loadings up to 3 months before qualifying for the MP2 rate as a minimum.
- (ii) All graded storeworkers - WW1 - WW2;

- (b) Appointed Assistant Leading Hands (MP4) involved in production shall be paid a minimum of \$17.00 per hour (ordinary) from the operative period of this Agreement.

- (c) An all purpose increase of 4% on existing wages and allowances shall be payable to the following employees represented by the National Union of Workers, New South Wales Branch working at the site:

3% effective from 30 June 2001 and 1% effective from 30 May 2002.

- (i) Production Leading Hands/Supervisors;
- (ii) Warehouse Leading Hands/Supervisors;
- (iii) Drivers

- (d) The following increase of the existing wages shall formulate the minimum site rates for all categories of workers.



14. HOURS OF WORK

Ordinary Hours:	Monday to Friday – ordinary span of hours (as per parent award)
Day Shift:	7.00 a.m. to 3.15 p.m.
Afternoon Shift:	3.00 p.m. to 11.15 p.m.
Night Shift:	11.00 p.m. to 7.15 a.m.

The scheduled times may be varied, via consultation, within the span of hours as prescribed by the Parent Award.

Night shift employees commencing at 11.00 p.m. on Monday Evenings shall receive a 30% Night Shift Allowance.

15. RDO

Each employee, subject to this agreement, is entitled to one scheduled Rostered Day Off per month, without accruing additional time outside the span of working hours expressed in Clause 14.

RDO's shall be sequenced evenly over the ordinary working week, Monday to Friday. Rosters will be posted in advance.

16. ATTENDANCE ALLOWANCE

- (a) An attendance allowance of \$50.00 per month for lower graded manufacturing and warehousing permanent employees, and \$60.00 per month for others shall be payable to all employees based on the following criteria:
- (i) All employees are to commence on time;
 - (ii) All employees are to clock off work on time;
 - (iii) All employees are not to exceed morning teas and lunch breaks;
- (If an employee does not conform to the above criteria and is absent, part absent or sick on any one of the ordinary work days (Monday to Friday) excluding RDO's, the employee in question shall forfeit the attendance allowance).
- (iv) Casuals receive an attendance allowance of \$40.00 per month based on the above criteria (pro rata) from the commencement of their employment.
- (b) Employees on Jury Service and in other extenuating circumstances shall not be disadvantaged for the actual days worked in respect of payment of Attendance Allowance.
- (c) The level of absenteeism on Fridays and Mondays is to be reviewed by the parties and if necessary, action plans put into place to be discussed and agreed to by the parties. All permanents shall be given preference to all overtime available. In the case of deficiency, casuals employed by the company shall be asked.

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- (d) If overtime is required to be worked on the weekend, the company may accommodate employees working overtime on other shifts at their request, subject to positions being available prior to casuals being called and other operational requirements.

17. DURESS

The parties to this agreement have entered into it freely and without duress.

18. GRIEVANCE PROCEDURE

As per the Award.

19. PUBLIC HOLIDAYS

As per the Award.

20. CARERS' LEAVE

As per the Award.

21. UNION RECOGNITION CLAUSE

The employer recognises and supports the rights of employees covered by this agreement to:

- * Join the Union (National Union of Workers, NSW Branch)
- * Exercise all rights pertaining to their membership.

The employer agrees to take all reasonable steps to assist and encourage employees to exercise these rights. In particular:-

- * New employees will be advised that the employer supports the Unions' presence in the workplace; are provided with a union enrolment card; and introduced to the union workplace delegate upon commencing work.
- * Employees who join the union will be entitled to have their membership fees deducted from their pay and forwarded to the union by the employer.

Where written authority is provided by the worker, the employer will deduct union membership fees from the employees' wages or salary and remit them, along with a schedule of such contributions, to the union at monthly intervals.

Elected union delegates shall be, without deduction of pay, allowed to attend State-wide Delegates Meetings and a Trade Union Training Course of up to 5 days in duration (each delegate). Appropriate notice shall be forwarded to the company by the union.



22. ENVIRONMENT

Fullview Plastics will implement procedures in place within the manufacturing plant to ensure a safe and appropriate working environment prior to the warmer approaching months, reducing the heat levels within the manufacturing plant, that is, to reflect the intent and adherence of the previous registered agreements.

23. REDUNDANCY

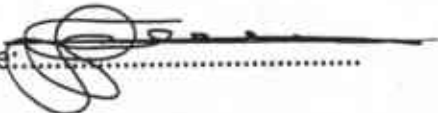
Prior to any Bona Fide Redundancies occurring, Fullview Plastics will notify the Union, giving it as much notice as possible, in which a Redundancy package shall be negotiated prior to any redundancies occurring.

Fullview Plastics will put in place measures (if possible) to reducing any mitigating effects as a result of redundancies such as re-deployment and relocation, etc.

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23. SIGNATURES

Signed for and on behalf of
Fullview Plastics Pty. Ltd.

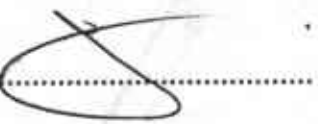
Name: 

Witness: 

Date: 5 Feb / 01

Signed for and on behalf of
The National Union of Workers, New South Wales Branch

Name: 

Witness: 

Date: 14. 6. 01

