

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/159

**TITLE: Woodchem Australia Site Agreement 2003**

**I.R.C. NO:** IRC3/2332

**DATE APPROVED/COMMENCEMENT:** 15 May 2003

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/49

**GAZETTAL REFERENCE:** 10 October 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 14

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of the company at the Oberon Site who fall within the coverage of the Chemical Workers (State) Award

**PARTIES:** Woodchem Australia Pty Ltd -&- Steve Barlow, Peter Cocks, Craig Denham, Graham Evans, Neil Falson, Danni French, Keith Hurley, Les Murray, Rob Paabo, Brad Sinden, Don Smith, Neville Stapleton, John Vos, David Walther

# WOODCHEM AUSTRALIA SITE AGREEMENT 2003

## 1. Introduction

- 1.1 Woodchem Australia Oberon and its employees have developed this single site document, specific to their site.
- 1.2 The document sets out employment conditions for Woodchem Australia - Oberon site encompassing the Chemical Workers (State) Award.
- 1.3 The intent of this agreement is to serve as the second site agreement for Woodchem Australia - Oberon.
- 1.4 This agreement applies to all employees of the Woodchem Australia Pty Ltd Oberon Site (including shift, day, part time and casual workers), that would be covered under the Chemical Workers (State) Award. This agreement does not apply to management, professional staff on individual agreements, laboratory and office employees or any other employees who would be covered under separate award or agreement (eg tradesman and contractors.)
- 1.5 This agreement will be read in conjunction with the Chemical Workers (State) Award. In the event of any inconsistency the terms of this agreement will prevail.

## 2. Objectives.

- 2.1 The parties are committed to work together to continuously improve the efficiency of the business resulting in a secure work environment with improved skills, conditions and better opportunities.
- 2.2 The parties will work together to achieve the following common aims that will assist in achieving the objectives indicated above.

Safety - Placing the highest priority on safety. Eliminating potential incidents and unsafe acts. Maintaining a tidy work place at all times.

Environment - Minimising the adverse impact of our activities on the environment.

Operational Efficiency - Optimise plant performance which in turn will make time available for training, maintenance and communication.

Quality - Continuously work at reducing variation in all processes.

Customer Satisfaction - Ensure that the customer (internal and external) receives their promised goods in full, on time and in specification.

Ethics - conducting the business in an open and honest manner at all times.

Performance Standards - Ensure all employees fully understand their performance objectives so they know what is expected of them.

Flexibility - To always respond to the needs and priorities of the business.

## 3. Definitions.

- 3.1 Shift Worker: Employee who works 12 hr rotating 4 panel shift roster covering weekends and night shifts. Roster appears as schedule 4.

3.2 Plant operator - a person employed to operate a manufacturing process in accordance with schedule 1.

#### **4. Period of the Agreement.**

4.1 This agreement shall operate from the beginning of the first pay period after the day of approval by the Industrial Relations Commission of NSW and will remain in force for a 24 month period.

4.2 The parties will meet 3 months prior to the agreement ending to renegotiate the next agreement.

#### **5. Annualised Salary (Wages)**

5.1 An annualised salary is the salary paid to operators on shift. This salary covers:

- (a) Normal time for 76 hours per fortnight.
- (b) Overtime loading for 8 hours per fortnight.
- (c) Shift and weekend loading.
- (d) Annual Leave loading.
- (e) All allowances not specifically covered under section 5.

5.2 The basis on which this salary is built is presented in schedule 2. Rates for day workers will be built up from the hourly rate basis calculated in schedule 2.

5.3 The salaries in schedule 2 will be paid once the agreement has been approved. Back-pay (as a proportion of new annualised salary) will be paid back to the date of this agreement being passed by employee ballot. This will follow approval of the agreement by the Commission and the employee being formally assessed for competency level. Assessments must be carried out within 3 months of the ballot.

#### **6. Competency Allowances.**

6.1 Allowances apply only to plant operators working day shift or shift work.

6.2 Allowances will be paid on top of entry shift (base) salary as per Schedule 1- Operator Competency document.

6.3 The allowances will commence in the first pay period following a satisfactory performance review assessment. Formal performance reviews will be conducted by management every six months and when requested by an employee.

6.4 As base salary increases are agreed, the competence allowance will increase proportionally.

6.5 These allowances are dependent on continued maintenance of competence and may only be withdrawn on the following basis;

- (a) An employee is unable to demonstrate competence as defined for that level and/or.
- (b) An employee is unwilling to perform the associated duties of that level.
- (c) The employee must receive verbal and written warning stating the grounds for the proposed withdrawal of the allowance.

- (d) Prior to withdrawal of an allowance a meeting will be held between the employee, management and employee representative(s) to discuss the issue.
- (e) If the allowance is withdrawn these parties will meet to discuss restoring the allowance and agree a program to achieve this goal.

6.6 All assistance and training will be provided to support employees in attaining and maintaining competence.

### **7. Training.**

7.1 The following training will be provided to all staff at company expense and in paid time-

- (a) Senior first aid training.
- (b) Occupational health and safety training required by the employees position.
- (c) Competency related training relevant to the employees position.

7.2 The company will reimburse the expense of other training courses provided that:

- (a) the course is considered to enhance an employees ability to fulfil their role within the organisation.
- (b) prior approval is gained.
- (c) attendance and travel to such courses will be in the employees own time.
- (d) the employee provides documentary evidence of having attended and passed the course.

### **8. Hours of Work - for Shift Workers.**

8.1 Operators will work 12 hour rotating shifts from 6:00am to 6:00pm (day shift) and 6:00pm to 6:00am. (night shift)

8.2 The shift roster is presented in schedule 2. The hours worked is 84 hours per fortnight. (average of 42 hours per week).

8.3 The ordinary hours are averaged at 38 per week with the 4 hours of overtime paid at double time.

### **9. Hours of Work - for Day Workers**

9.1 Ordinary working hours of day workers shall be 38 per week to be worked Monday to Friday, inclusive, between the hours of 6:00am and 6:00pm.

9.2 However, the spread of hours may be altered by mutual agreement.

9.3 Ordinary hours shall not exceed 10 on any day.

### **10. Changes to Shift Roster Or Work Hours.**

10.1 Proposed changes to shift rosters and work hours will be subject to discussions with employees and mutual agreement.

10.2 If a shift worker is required by the company to work regular day work for less than 3 months, shift salary will remain for that period.

- 10.3 If a shift worker is required by the company to work days for longer than 3 months, shift salary will remain for the first 3 months and day rates will apply there after.
- 10.4 If a shift worker requests to come off shift, they forfeit the 3 months shift salary and go immediately to day rates.
- 10.5 Minimum notice of 7 days must be given to an employee required to change to a different shift roster.

#### **11. Meal Breaks.**

- 11.1 No fixed meal break times will be scheduled.
- 11.2 Employees will not be required to work more than 5 hours without a break
- 11.3 Day workers will be entitled to 1 paid tea break of 10 minutes and an unpaid lunch break of 20 minutes.
- 11.4 Shift workers will be entitled to 2 paid tea breaks of 10 minutes and a paid lunch break of 20 minutes.

#### **12. Overtime.**

- 12.1 Day workers - All time worked before the usual commencing time or after the usual ceasing time each day, or in excess of 38 hours per week, shall be overtime and shall be paid at the rate of time and a half for the first 2 hours and double time thereafter.
- 12.2 Work done on Sundays (apart from rostered shifts) shall be overtime and shall be paid at the rate of double time.
- 12.3 Shift workers - All time worked in excess of 76 hours per fortnight shall be paid at double time, (the first 8 hours being factored into annualized salary.)
- 12.4 An employee called in to work outside of their usual rostered hours shall be paid a minimum of two hours at the appropriate penalty rates.
- 12.5 All overtime incurred above the standard shift including call outs must be approved before starting and signed off within 3 days of having done the overtime.
- 12.6 Overtime will not be paid if absent without authorisation, (not including valid sick leave where a doctors certificate is supplied), during the pay period.

#### **13. Public Holidays**

- 13.1 All employees, other than casuals, shall be entitled to the following public holidays without the loss of ordinary pay. New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day. For shift workers the public holiday is recognized with the fall of the shift roster.
- 13.2 The public holidays shall be recognised for the entire shift commencing on the day of the public holiday. (ie. Generally from 6am on the public holiday to 6am on the following day.)
- 13.3 Employees who work on a public holiday are paid at normal time plus time and one half for hours worked. Time sheets are to be submitted for public holidays worked.

#### **14. Annual Leave.**

- 14.1 Leave falls due on the anniversary of the date on which employment originally started. This date is termed the anniversary date.

- 14.2 If both parties agree, leave may be taken in advance.
- 14.3 On the anniversary date, a day worker is eligible for 4 weeks annual leave ie: 152 hours. (4 x 38)
- 14.4 On the anniversary date, a shift worker, who has worked that shift continuously for 12 months, is eligible for an additional week of annual leave ie: 190 hours. (5 x 38).
- 14.5 Where a person employed on shift work requests, the company may cash out the employee's additional week of annual leave entitlement (ie the fifth week) on the following basis:
- (a) The option may only be requested once each calendar year;
  - (b) Only the additional week of leave is able to be cashed out;
  - (c) Any arrangement to cash out annual leave will be documented in the company's payroll records and on the individual employee's personnel file.

#### **15. Sick Leave.**

- 15.1 On the anniversary date of continuous service an employee shall be entitled to 76 hours of accrued sick leave except continuous shift workers who will be entitled to 84 hours of accrued sick leave.
- 15.2 At the request of the employee, on each anniversary of employment the employer shall pay out any sick leave in excess of 2 years accrued entitlement.
- 15.3 Any accrued sick leave in excess of 2 years entitlement will be paid out on termination.
- 15.4 An employee may use their sick leave for bereavement or personal care. Two days bereavement/compassionate leave will also be provided as per the award.
- 15.5 A doctors certificate may be required for sick leave.

#### **16. Probationary Period.**

- 16.1 In order that the company can conduct a fair appraisal of a new employee's ability to safely and efficiently perform the functions required, it is agreed that a probationary period for such employees will be 3 months.
- 16.2 During that period an employee may be terminated on a days notice.
- 16.3 In the event that the situation is still not clear after 3 months, an extended period will be agreed between the parties.

#### **17. Payment of Salaries.**

- 17.1 Pays will be made every 2 weeks after the work has been performed.
- 17.2 The pay period is calculated from Wednesday 6am to Wednesday 6am.
- 17.3 The pay slip will include details of annual leave and sick leave accrual and superannuation.

#### **18. Travel.**

- 18.1 All travel on work related business or training will be paid at normal time.
- 18.2 Woodchem vehicle to be used in preference to personal vehicle.

18.3 If personal vehicle is used, travel will be paid at 54 cents per Km.

### **19. Human Rights, Discrimination and Harassment**

19.1 All employees will be provided with fair and equal opportunities embracing the frameworks contained in Equal Opportunity, Human Rights, Discrimination and Harassment legislation as a minimum standard. This includes treatment of an employee as an individual, with due respect for personal circumstances and confidentiality.

### **20. Dispute Resolution Procedure.**

20.1 It is recognised that not all disputes will be dealt with by the guidelines that follow however, where any grievance, industrial dispute or matter likely to create a dispute remains unresolved then it should be dealt with by the process outlined below.

20.2 If the issue cannot be resolved informally between the employee and their immediate supervisor, they should take it to the General Manager for resolution.

20.3 If resolution still is not reached, a special site meeting is convened including a local employee representative.

20.4 If resolution still is not reached the parties will meet and be represented by their respective industrial organisations.

20.5 If the dispute still can't be resolved, the parties will notify the NSW Industrial Relations Commission to arbitrate a decision.

20.6 Each stage of the procedure will be undertaken with all possible speed.

20.7 In all cases and situations and until the matter is finally determined, all work shall continue in accordance with the practices existing prior to the matter in dispute arising.

### **21. Employment Contract.**

21.1 in Situations Where an Employee's Performance and/Or Behaviour Are Unacceptable They Will be Entitled to Two Written Warnings. a Third Occasion of Unsatisfactory Performance and/Or Behaviour Shall be Grounds for Dismissal.

21.2 The following procedure will be followed.

All warnings -

- (a) will be issued promptly after the issue occurs, and within two working days of the occurrence unless extenuating circumstances exist.
- (b) will be issued in formal surroundings in the company of an employee representative.
- (c) will be verbal and in writing detailing: the problem; required standards of performance and/or behaviour; prior warnings(if any) and resulting disciplinary action if improvement does not occur.
- (d) will be kept on record in the personnel file. A copy will be issued also to the employee.

- 21.3 Each warning may be for unrelated matters- it is not necessary to have three breaches of similar type before termination can occur. Each warning will have a life of twelve months, except a second warning which will have a life of 2 years.
- 21.4 The existence of this procedure does not restrict the companies' right to summarily dismiss an employee in certain circumstances.
- 21.5 The employer may dismiss any employee without notice for-
- dangerous acts
  - breaches of health and safety rules.
  - wilful damage to plant, process or environment.
  - misconduct.
  - neglect of duty.
  - illegal activities on-site.
- and in such cases wages shall be paid up to the time of dismissal only
- For all provisions not covered by this agreement refer to the Chemical State Workers' Award and the relevant State legislation.

## **SCHEDULE 1**

### **Operator Competency Levels.**

There are several levels of Operator recognized at Woodchem Australia Pty Ltd.

**Table 1**

#### **Outline of levels and requirements.**

Note - For corresponding salaries see Schedule 2

Level	Description	Requirements.
1 Entry Level	New employee on probation. Under direct and close supervision by competent operators.	Site induction #1. Observes site rules and safe work practices. Assists in maintenance and cleaning duties.
2 Part trained.	Works under supervision of competent operators. Undergoing training towards level 3(a) or 3(b).	As for level 1 plus Minimum 3 months experience. Completed induction training. Meets Core competency criteria , (table 2).
3(a) Competent	Process plant operator. Operates process plant and performs associated tasks. Capable of working without direct supervision. Supervises level 1 or level 2 operators if required.	As for levels 1 and 2 plus Minimum 6 months experience. Meets all competency criteria of table 2 and table 3 Senior first aid qualification Fork lift ticket.
3(b) Competent	Resin plant operator Manufactures resin products and performs associated tasks. Capable of working	As for levels 1 and 2 plus Minimum 6 months experience. Meets all competency criteria of table 2



	without direct supervision. Supervises level 1 or level 2 operators if required.	and table 4. Senior first aid qualification. Fork lift ticket.
4 Dual competent.	Resin/process plant operator. Must be capable and willing to perform either level 3(a) or 3(b) duties at short notice. Rotation of duties may be required to maintain competence.	As for levels 1 and 2 plus Proven Competence at Level 3(a) and 3(b). Meets all criteria of tables 2, 3 and 4.

**Table 2- Core Competencies.**

Competence	Examples
2.1 Follow OH&S policies and procedures	Follows relevant OH&S procedures and work instructions especially those related to the handling of Hazardous substances.
2.2 Identify and minimise environmental hazards.	Observes good practise and environmental concern. Follows relevant OH&S procedures and work instructions.
2.3 Contributes to quality processes	Carries out tasks with care and diligence according to correct procedure. Follows relevant OH&S procedures and work instructions.
2.4 Undertake housekeeping operations	Keeps work station clean and other cleaning duties as directed. Takes special care to keep doorways, walkways clear and free from slip and trip hazards.
2.5 Process and record information	Fills out all worksheets as required and legibly and completely, and demonstrates understanding of why it is recorded.
2.6 Relays and responds to information.	Gives feedback on plant/resin operations and incidents through shift handover, log sheets and communication meetings. Acknowledges posted notes and acts accordingly.
2.7 Maintenance	Performs basic maintenance tasks as required (eg maintenance schedule) Maintenance of tank farm and bunds, pumping out, testing for pH and contaminants, etc.
2.8 Operates equipment.	Operates CITECT system, valves, steam cleaner, starts and stops auxiliary boiler.
2.9 Manufacture.	Manufactures simple products as required eg hardener, urea water.
2.10 Responds to emergency situations.	Follows correct procedures during power outages, air loss, product spills, evacuation drills.
2.11 Constructive in maintaining a good workplace.	Encourages good levels of morale. Sharing responsibilities with fellow workers. Willingness to assist when required.
2.12 Sharing knowledge and skills.	Willing and able to assist in the training of staff and mentoring new employees.
2.13 Awareness	Demonstrates awareness of the work being conducted by other employees.eg maintenance works, resins in production, process plant operation.
2.14 Quality testing.	Raw material testing- urea & methanol, urea water.
2.15 Stock control	Manages receipt of raw materials, loading and unloading of vehicles, checking and filling out of associated paperwork.

**Table 3**

**Process Plant Operator Competencies. (all core competencies plus all of the following)**

Competence	Examples.
3.1 Process Plant-Start up/ Shut down .	Unassisted safe start-up and shut down of process plant for UFC and HCHO operation.
3.2 Process Plant - Changeover of operation.	Unassisted change over from UFC to HCHO operation and vice versa.
3.3 Process Plant- Operation.	Can control solids of product, oxygen levels and other variables. Capable of performing yield tests.
3.4 Operate equipment.	Able to operate all pumps, valves, auxiliary boiler, cooling towers and any other items of plant related to tasks. Have a full knowledge of all pumping, valve and pipe systems associated with tasks.
3.5 Rounds.	Performs rounds completely and regularly and understands each item recorded.
3.6 Critical parameters	Can identify the critical operating parameters of the process plant and knows when to take action and/or alert management..
3.7 Diagnosing problems.	Can diagnose simple problems with plant such as blocked filters or plate heat exchangers.
3.8 Quality testing.	Samples and tests UFC (RI, pH) HCHO (concentration and pH) Boiler water.
3.9 Stock control	Accurately and diligently records tank levels, temperatures, delivery dockets and all other forms required to control stock. Monitors levels of required raw materials, manufactures urea water as required. Manages delivery of product to customer. Manages dilute.
3.10 Meet production standards.	Capable and willing to meet reasonable expectations for production. ie manages multiple tasks efficiently, produces a minimal quantity of Dilute during changeover etc

**Table 4**

**Resin Plant Operator Competency. (all core competencies plus all of the following)**

Competence	Examples
4.1 Chemical handling	Loading of Urea, melamine, UFC, HCHO, distillate and any other required chemicals following correct procedures. Prepare formic and TEA following correct procedure. Transfer resins to and from tanks and reactors.
4.2 Operate equipment.	Able to operate all pumps, valves, auxiliary boiler, cooling towers and any other items of plant related tasks.
4.3 Control and monitor.	Control and monitor pH and temperature of resin within the parameters specified on the batch sheets. Monitor viscosity of resin (ford cups and cloud point methods) Act appropriately
4.4 Identify problems	Knows when there is a problem or something unusual with resin or batch sheets and notifies management.
4.5 Diagnosing problems.	Can diagnose simple problems with plant such as blocked filters or plate exchange coolers. Can diagnose simple problems with out of spec resin eg cooling, heating rates and takes appropriate corrective action eg overshot sheets, doubling/halving quantities.

4.6	Critical parameters	Can identify the critical parameters of the resin and knows when to take action and/or alert management.	
4.7	Quality testing.	Fresh resin properties. viscosity gel time pH specific gravity solids- oven dried.	Other refractive index for UFC and formic acid. titration for formaldehyde concentration calibration of test equipment
4.8	Manufacture products	Manufactures each type of resin as per batch sheet. Manufactures other products as required eg resin additives.	
4.9	Sharing knowledge	Willing and able to assist in the training of staff.	
4.10	Meet production standards.	Capable and willing to meet reasonable expectations for production. eg 2 batches per shift.	

## SCHEDULE 2

### SALARIES

Note - Salaries are inclusive of all allowances.

**Table 1**

**Effective 5 February 2003**

Position	Day Worker Hourly Rate (+20% for casuals)	Shift Worker Salary
General assistant	14.04	
General assistant- (fork lift driver)	14.74	
Level 1 - operator	14.04	41280
Level 2 - operator	14.74	43344
Level 3 - operator	15.78	46440
Level 4 - operator	16.83	49536

**Table 2**

**Effective 5 February 2004**

Position	Day Worker Hourly Rate (+20% for casuals)	Shift Worker Salary
General assistant	14.46	
General assistant- (fork lift driver)	15.21	
Level 1 - operator	14.46	42518
Level 2 - operator	15.21	44644
Level 3 - operator	16.28	47833
Level 4 - operator	17.37	51022

Woodchem Australia Site Agreement 2003-08-14

Signed for and on behalf of Woodchem Australia Pty Ltd

(Signature)

(Name of Print)

(Title)

In the presence of

(Signature of Witness)

(Name in Print)

(Title)

Signed for and on behalf of employees of Woodchem Australia Pty Ltd to be covered by the agreement:

(Signature)

(Name of Print)

(Title)

In the presence of

(Signature of Witness)

(Name of Print)

(Title)

In the presence of

(Signature)