

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/49

**TITLE: DuPont Australia (Girraween and Wetherill Park) 2004
Enterprise Agreement**

I.R.C. NO: IRC4/6449

DATE APPROVED/COMMENCEMENT: 11 November 2004 / 11 November 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/203.

GAZETTAL REFERENCE: 11 March 2005

DATE TERMINATED:

NUMBER OF PAGES: 26

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by DuPont (Australia) Ltd, located at 179 Magowar Road, GIRRAWEEEN NSW 2145, at its Girraween and Wetherill Park sites who fall within the coverage of the Paint Industry (State) Award, Gelatine & Glue Industry (State) Award.

PARTIES: DuPont (Australia) Limited -&- the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch

DUPONT AUSTRALIA (GIRRAWEEEN AND WETHERILL PARK) 2004 ENTERPRISE AGREEMENT

SECTION A - Administration of Agreement

Clause 1 - Title, Area, Incidence and Duration

This agreement shall be known as the DuPont Australia (Girraweeen and Wetherill Park) 2004 Enterprise Agreement. It rescinds and replaces the Enterprise Agreement made 14 August 2003 by Commissioner O'Neill in matter No.4070 of 2003. It shall apply to the employees classified herein of Du Pont (Australia) Ltd at it's Girraweeen and Wetherill Park sites. It shall take effect from the beginning of the first pay period to commence on or after date of certification and shall remain in force until 31 October 2006.

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Clause 3 - Parties

This Agreement is made between DU PONT Australia Pty Ltd (hereinafter 'the Company') and the Liquor, Hospitality & Miscellaneous Workers' Union - NSW Branch (hereinafter 'the Union').

Clause 4 - No Duress

This agreement was freely entered into by the parties without duress.

Clause 5 - Definitions

- (i) "Shift workers" are those who work on a one, two or three shift system.
- (ii) "Day workers" are those who do not work to a shift system.
- (iii) "Employees" are those persons employed by the Company at its Girraween and Wetherill Park sites to perform duties within the classifications specified in Clause 23 - WAGE GRADES - of this Agreement.
- (iv) "Afternoon shift" shall mean any shift finishing after 6:00 pm and at or before midnight.
- (v) "Night shift" shall mean any shift finishing subsequent to midnight and at or before 8:00 am, or a shift commencing at or after midnight and before 5:00 am.
- (vi) "Worker" means a shift worker, day worker, full time and/or part time employee, fixed term employee.
- (vii) "Company" means Du Pont (Australia) Ltd in its operations at 179 Magowar Road Girraween 2145 (Crop Protection Products) and at 49 - 59 Newton Road, Wetherill Park, NSW, 2164 (Glass Laminated Products - Butacite Preparation Plant).

- (viii) "Union" means the Liquor, Hospitality and Miscellaneous Workers' Union, New South Wales Branch.
- (ix) "Continuing employee" means an employee who is employed by the Company on an on-going basis, and who is appointed as such in accordance with the provisions of Clause 13 (i) of this Agreement.
- (x) "Fixed term employee" means an employee appointed as such in accordance with the provisions of Clause 13 (ii) of this Agreement.
- (xi) "Full-time employee" means an employee who is employed to work an average of 35 hours per week at the Girraween site or 36 hours per week at the Wetherill Park site in not more than five shifts in any week.
- (xii) "Part-time employee" means an employee working a constant number of ordinary hours less than the number of hours prescribed for full-time, subject to the provisions of Clause 13 (iv), Part-Time Employees.
- (xiii) "Coordinator" means an employee appointed as such in accordance with the provisions of Clause 24 of this Agreement.
- (xiv) "Serious misconduct" means conduct by an employee of such a nature as would constitute a repudiation by the employee of his or her contract of employment.
- (xv) "Base rate" means the rate payable to an employee under the provisions of Clause 29 (i) of this Agreement.
- (xvi) "Ordinary rate of pay" and/or "ordinary pay" means the full rate of pay applicable to ordinary time worked by the employee (or to ordinary time which would have been worked by the employee had he or she not been absent from work on approved paid leave), including all ordinary time allowances and shift loadings, and also including any mixed functions rate which has been payable to the employee for two or more weeks prior to the date on which the ordinary time rate of pay is to be determined, but excludes allowances not paid for all purposes, such as First Aid Allowance.
- (xvii) "All purpose rate of pay" refers to the rate of pay together with any over award payments or special allowances which normally apply for all purposes. This specifically excludes shift penalties and allowances which are not paid for all purposes, such as first aid allowance.
- (xviii) "Accident make-up pay" means an payment equal to the difference between an injured employee's ordinary time rate of pay and the weekly rate payable to such injured employee under the provisions of any relevant Worker's Compensation legislation.
- (xix) "Redundancy" means a situation in which, whether by reason of technological or organisational change or slackness of trade or the Company's intention to cease or modify operations on the site at which the employee is engaged or for any other such reason, the Company's operations at a place where continuing employees were contracted to work has ceased or diminished or is expected to cease or diminish.
- (xx) "Technological change" is defined as any change in material, equipment, methods, organisation or product which alters the quantity or quality of labour required other than that which is occasioned by changes brought about by recession in trade or change in production or maintenance arrangements made necessary by factors arising from changes in the market.

Clause 6 - Purpose

This Agreement is made so as to regulate the wages and conditions of employment of employees of the Company at its Girraween and Wetherill Park sites and to facilitate the ongoing process of restructuring at those sites. The parties recognise that restructuring is an ongoing process which will result in long term structural change in the way in which work is performed. This process will be governed by the guidelines and principles outlined in this Agreement and will be implemented by the committees established under this Agreement and/or by such other committee/s as are deemed to be appropriate by the parties. The commitment of the parties is to achieve international standard "best practice" as evaluated by the following outputs:

- * Safety, Health & Environment
- * Quality
- * Cost
- * Employee growth
- * Cycle time

The aim is to add value to all of DuPont's stakeholders, identified as:

- * Employees
- * Community
- * Shareholders
- * Suppliers
- * Customers (users)

This Agreement shall operate in accordance with the following principles:

Cost Productivity

1. We shall optimise employee, financial and plant and equipment resources by meeting customer needs at the lowest cost without compromising quality and safety.

Value Productivity

1. We believe in acceptable work practices and production output.
2. We shall be an environmentally responsible company in the community.
3. We believe in equal opportunity for a satisfying job and a safe place through training, education and better communication between personnel and their customers.
4. We shall foster a workplace where change will enhance stakeholdership and improve the working environment.

Time Productivity

1. We shall improve operations to reduce cycle time.

Clause 7 - Grievance Procedure

It is agreed that every endeavour will be made to amicably settle any grievance which may arise in the plant by direct negotiation and consultation between the parties to this Agreement. Any grievance or dispute which arises shall, where possible, be settled by initial discussions on the job between the employee and the employee's immediate supervisor. If the matter is not settled at this level the affected employee may request further discussions between the employee, the Union representative and the employee's immediate supervisor, and/or between the employee, the Union representative and the supervisor or manager of the relevant section or department. To facilitate the settlement of disputes between the parties to this Agreement the following channel of communication shall apply:

- (i) Step 1: The accredited Union representative in the plant shall discuss any matters affecting the employees he or she represents with the supervisor in charge of the work.
- (ii) Step 2: If agreement is not reached at this level the Union representative shall approach the supervisor or manager of the relevant section or department for further discussions.
- (iii) Step 3: If the matter is not resolved at these discussions the Union representative shall notify the Union Organiser of the nature of the grievance and discussions shall then be carried out between representatives of the management and the Union.

- (iv) Continuation of work: It is agreed that work shall continue during the period of negotiation, discussion and consultation except in the case of work which is considered to be unsafe. In any case where work is considered to be unsafe the Chair of the Site Safety Committee and Management Safety Representative shall be immediately consulted to determine whether safety regulations are being observed.

Clause 8 - Site and Industry Meetings

- (i) Meetings of Employees: where the Union calls a meeting of employees to discuss a change of significance to this Agreement and such a meeting is to be during working hours, then employees attending the meeting shall do so without loss of ordinary pay subject to the following:
 - (a) The time and date of the meeting shall be discussed between the Union and the Company.
 - (b) The meeting shall be held between Monday to Friday inclusive.
 - (c) Where such a meeting is held in the forenoon employees shall resume work immediately after the meeting and not later than normal resumption time after the midday meal period.
 - (d) The Company shall not be liable to pay an employee for more than six hours ordinary time in respect of each meeting per annum.
 - (e) An employee shall establish to the satisfaction of the Company that he or she attended the meeting. For the purposes of this subclause an attendance sheet or record with the employee's name clearly printed and signed by the employee and stamped and dated by the Union will be satisfactory compliance.
- (ii) Delegates Meetings: There shall be a maximum of one delegate of each section recognised by both Union and Management. The delegate representing members of the Union at the site of the Company shall be entitled to the benefit of sub-clause (i) above, subject to the same provisos, save that such delegate's entitlement shall be in respect of an additional four hours per year.
- (iii) Commission Dispute Hearings: where a dispute under this Agreement has been referred to the Commission and the Company agrees it will assist in obtaining a resolution that the site delegate attend proceedings at the Commission, then such delegate will not incur loss in ordinary time pay in respect of such attendance.
- (iv) Company Initiated Meetings: Where the company calls a meeting for employees which may go beyond the normal shift finishing time, where practical, reasonable steps shall be taken to notify employees prior to or at the commencement of the shift.

Clause 9 - Consultation / Joint Committees

A Work Skills Evaluation Committee shall comprise equal representation from management and employees. This Committee has responsibility for reclassification of job grades. There will be no voting on matters dealt with by this Committee, and agreement will be reached by consensus.

Clause 10 - Union Representation

- (i) Union Delegates: An employee appointed as Union Delegate in the department in which he or she is employed shall, upon notification thereof to the Company, be recognised as the accredited representative of the Union, and he or she shall be allowed the necessary and reasonable time during working hours to interview the Company or the Company's representatives on matters affecting the employees whom he or she represents. Union delegates shall be entitled to paid leave for training purposes in accordance with Clause 47 of this Agreement.
- (ii) Right of Entry: Right of entry of Union Officials shall not be restricted by the Company on the basis of prior notification to management by the union official or delegate of the visit.

Clause 11 - Payment of Wages

- (i) Timing: Unless otherwise agreed between the Company and the employees wages shall be paid to each employee fortnightly no later than 4:00 pm every second Thursday.
- (ii) Waiting time: An employee who is kept waiting for payment of wages after work has ceased shall be paid at overtime rates unless the Company can establish legitimate cause for late payment which is outside of the Company's control. The employee shall notify the pay office of any error within 24 hours and within the normal business hours of the pay office.
- (iii) Excess payments: Where a payment in excess of the employee's entitlement is made in error by the Company, then the Company shall notify the employee of the error at the earliest opportunity and the Company and the employee shall reach agreement as to the period over which the excess payment shall be repaid. In such cases the employee shall authorise the necessary deductions in writing and the employee's pay-slips shall then show the amount deducted each week and the amount of excess payment which remains to be repaid. In the event that agreement cannot be reached the excess payment shall be repaid in equal instalments over a six months period.
- (iv) Method of payment: Wages and other entitlements may be paid by electronic funds transfer or in cash by agreement between the Company and employee concerned. Provided further that where an underpayment in wages occurs which is not due to an error on the part of the employee then the monies owing will be paid in cash or by "cash" cheque. The employee will be allowed to cash a cheque within paid company time on the day due.
- (v) Payday on Public Holiday: Unless otherwise agreed between the Company and the employees, where a payday falls on a public holiday or a public holiday follows immediately after the usual payday for that week, wages shall be paid on the ordinary working day preceding the usual payday.
- (vi) Pay slips: the Company shall provide, to each employee every pay day and on the employee's last day of employment, a full statement of the employee's earnings for that period or part thereof as the case may be.

The statement shall be fully itemised and shall include at least the following details:

- (a) the employee's name and employment number;
- (b) the employee's work classification and ordinary rate of pay;
- (c) the date of payment and the period covered by that payment;
- (d) the number of hours and the amount paid for ordinary time work;
- (e) the number of hours and the amount paid for overtime work;
- (f) the type of leave, number of hours and the amount paid for any leave;
- (g) the nature and amounts of any additional allowances or loadings paid;
- (h) the total gross amount of taxable income paid;
- (i) the nature and amounts of any expenses reimbursed;
- (j) the nature and amount of any deductions made;
- (k) the amount of superannuation contributions paid by the Company;
- (l) the net amount of wages and allowances paid.

(vii) **Authorised Deductions:**

- (a) The Company shall deduct and pay on behalf of an employee, from any remuneration payable to the employee, any payments authorised in writing by the employee, including but not limited to subscriptions payable by the employee to the Union, and shall continue to make such deductions and payments unless and until the employee gives the Company written notice of withdrawal of such authority.
- (b) The Company shall deduct from any remuneration payable to the employee any amounts required to be deducted under any statutory provision of the State of New South Wales or of the Commonwealth of Australia, and shall disburse any such amounts in accordance with the requirements specified under the said statutory provisions.

END OF SECTION A

SECTION B

CONTRACT OF EMPLOYMENT

Clause 12 - Probation

An employee appointed by the Company shall initially be appointed on a probationary basis, said probation being for a period not exceeding 6 weeks. Any employee appointed on a probationary basis shall be informed that their appointment is subject to a trial period designed to assess their suitability for the duties required in the position to which they have been appointed. In any case in which the employment of a probationary employee continues beyond the period specified for such trial period the employee will be deemed to have been appointed in accordance with the provisions of Clause 13 of this Agreement.

Clause 13 - Appointment

- (i) Continuing employees: except as otherwise provided by the terms of this Agreement, employment shall be on a continuing basis. Any employee not specifically engaged as a casual, fixed term or part-time employee shall be deemed to be employed on a continuing basis.
- (ii) Fixed-term employees: an employee may be appointed by the Company as a fixed-term employee for a specific purpose, and for a period which is specified at the time of appointment to be greater than one week and not greater than either six months or the period for which a relieved continuing employee will be absent on leave (whichever is the longer period). Such employees shall be entitled to all the benefits of this Agreement other than the benefits provided under Clause 15 - Redundancy - of this Agreement. Fixed term employees may be appointed for the following purposes:
 - (a) to relieve employees who are absent on parental leave, workers' compensation, long service leave, extended sick leave, or extended leave without pay; or
 - (b) to replace continuing employees who are undertaking training; or
 - (c) to allow the Company to take advantage of short-term business opportunities, providing that any such appointment is made only after consultation with the workforce delegate and providing that conditions referred to in Clause 17 are applied, or
 - (d) at the request of a continuing employee, to allow such employee to take advantage of an in-plant opportunity.
- (iii) Part-Time employees:
 - (a) Part-time employees may be employed in any area. The ratio of Full Time to Part Time Employees shall not exceed the following:

1. Formulator Granulator	4:1
2. Packers	4:1
3. Laboratory	4:1
4. Clerical	1:1

- (b) the employment of part-time employees shall not be designed or intended to "deskill" the workforce, in particular the application of the "back-up" procedures shall be maintained by the Company.
- (c) The company shall notify the hours of work and such hours once notified shall not be changed except by seven day's notice. Where seven days notice is not provided the employee shall be paid at overtime rates of pay.
- (d) No employee employed as at 1 November 2000 may have his or her employment status altered from part time to full time or full time to part time without his or her written consent.
- (e) The company shall ensure that in respect to Formulator Granulators, the number of Full Time Employees exceeds the number of part time employees employed on any shift other than dayshift.

(iv) Flexible Permanent Part Time Employees:

Part Time employees may be engaged as flexible permanent part time employees subject to the following provisions:

- (a) payment of a minimum 4 hours pay at the appropriate rate for each shift worked
- (b) 7 days notice of change of roster, provided that by mutual agreement, less than 7 days notice may be substituted,
- (c) On commencement of employment the employer shall advise the employee the base number of hours to be worked, being no less than 15 nor more than 27 per week.
- (d) Thereafter the base hours may be altered within a range being 5 additional or 5 less hours per week, by the employer after 7 days notice to the employee
- (e) A maximum of 9 ordinary hours at the Wetherill Park site and 8 ordinary hours at the Girraween site may be worked per day.

Clause 14 - Termination

- (i) Probationary Employee: the employment of a probationary employee may be terminated, during the period of such probation, by one day's notice on either side, given at any time at or before the commencement of work on that day, or by the payment or forfeiture of one day's wages as the case may be.
- (ii) Continuing employee
 - (a) In the event of serious misconduct: A continuing employee whose employment is terminated by the Company on the grounds of serious misconduct (as defined) shall not be entitled to notice of termination and shall be entitled to payment of wages only for work performed up to the time of the said termination. Provided further that nothing in this sub-clause shall limit the right of an employee to seek redress under the provisions of the Act on the grounds of unfair dismissal.
 - (b) In the event of unsatisfactory conduct and/or performance: A continuing employee whose conduct or performance is deemed by the Company to be unsatisfactory shall be dealt with in accordance with the provisions of the Company Policy - Corrective Action Procedure - and no action shall be taken by the Company to terminate the employment of a continuing employee other than in accordance with that procedure and/or in accordance with this Clause. Where the

provisions of the Corrective Action Procedure are put into effect by the Company but the employee concerned declines to be represented by a Union Delegate then the Company shall nevertheless inform the appropriate Union Delegate of the decision to utilise the Corrective Action Procedure.

- (c) In the event of redundancy: Except in accordance with the provisions of paragraphs (a) and (b) of this subclause, the employment of a continuing employee shall only be terminated by the Company in accordance with the provisions of Clause 15 - REDUNDANCY - of this Agreement.
- (d) Notice: Subject to the provisions of paragraphs (a), (b) and (c) of this sub-clause, employment may be terminated by a week's notice on either side, given at any time during the week, or by the payment or forfeiture of a week's wages as the case may be. An employee who has given notice as aforesaid and who is thereafter absent from work during such notice period without reasonable cause (proof of which shall lie on the employee), shall be deemed to have abandoned his/her employment and shall not be entitled to payment for work done during the notice period.

Clause 15 - Redundancy

This Clause sets out the complete terms and conditions to be followed in the event of terminations due to redundancy. No other terms and conditions shall apply. This Clause shall not apply where employment is terminated as a consequence of an employee's work performance and personal conduct or in the case of employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(i) Notification and Consultation

- (a) Where the Company has made a definite decision to introduce major changes in production, programme, organisation structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the Union.
- (b) The Company shall discuss with the employees affected and the Union to the introduction of the changes, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- (c) The discussion shall commence as early as practicable after a definite decision has been made by the Company to make the changes.
- (d) For the purposes of the discussion the Company shall, as soon as practicable, provide to the employees concerned and the Union, all relevant information about any proposed employment terminations occurring as a result of the changes, including the reasons for the proposed terminations, the numbers and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.
- (e) Each employee involved shall be provided with a minimum of six (6) weeks notice of termination except in situations where the employees involved are to be made redundant as a direct result of technological change (as defined), in which case three (3) months notice of termination will apply.
- (f) Should, for any reason, the required period of notice not be provided to an employee, payment in-lieu will be made to the extent of the notice period not provided.
- (g) During the period of notice of retrenchment, an employee shall be allowed time off equivalent to one day of work without loss of pay during each week of notice for the purposes of seeking other employment, provided that the number of employees away from the place of work at any one

time does not restrict the normal flow of work. In all circumstances appointments and job interviews will be arranged to minimise the impact on business operations.

- (h) If the employment of an employee is terminated (other than for misconduct) by that employee before the notice period expires, the employee shall be entitled to all other benefits and payments under this clause had the employee remained until the completion of such notice. Provided that in such circumstances the employee shall not be entitled to payment of wages for notice not worked.
 - (i) The Company shall, upon receipt of a request from an employee whose employment has been made redundant, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
 - (j) Where a decision has been made to retrench employees, the Company shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the retrenchments are intended to be carried out.
 - (k) The Company shall, upon receipt of a request from an employee whose employment has been made redundant, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (ii) Redundancy Payments
- (a) Redundant employees shall receive a severance payment of four (4) weeks.
 - (b) Redundant employees under 45 years of age at the date the redundancy becomes effective shall receive a payment for each year of service of four (4) weeks per year. Such payment to be calculated on a completed months of service basis.
 - (c) Redundant employees 45 years of age and over at the date the redundancy becomes effective shall receive a payment for each year of service of five (5) weeks per year. Such payment to be calculated on a completed months of service basis.
 - (d) The maximum payment for service for employees shall not exceed 130 weeks. A maximum payment for service will not apply to employees with 10 years or more service as at 1st January 1995.
 - (e) All service payments will be based on the employees "ordinary rate of pay" (as defined).
 - (f) If an employee dies while under notice of redundancy the employees redundancy entitlements shall be paid into the employee's estate.
- (iii) Pro-rata Long Service Leave: Pro-rata long service leave payments shall apply to employees with three (3) years or more service, based on completed months of service and paid at the employees "all purpose rate of pay" (as defined).
- (iv) Annual Leave/Annual Leave Loading: All annual leave entitlements, accrued and pro-rata, will be paid out based on the employee's "all purpose rate of pay" together with pro-rata annual leave loading of 25%. In situations where the annual leave loading is paid out in advance, no further entitlement to leave loading shall exist.
- (v) Superannuation: The terms and conditions of the relevant Superannuation Trust Deed at the date of the redundancy will be observed in all respects. At the date of this agreement, the Du Pont (Australia) Limited Superannuation Fund Trust Deed provides that redundant employees who are Members of that Fund shall receive the value of their actuarial reserve in that Fund, or a fully vested Resignation Benefit, whichever is the greater.

- (vi) Selection Guidelines: It is the aim of the employer and accepted by the employees and the Union that the employer's continued operation is a primary concern. It is clear that the employer must remain viable to ensure continued employment opportunities.
 - (a) The positions to be made redundant and the employees likely to be affected will be identified by the Company and notified to the employees involved and the Union to which they belong. Such employees will be identified by the Company in the first instance based primarily on the need to retain required knowledge, skills and experience within the business, with due regard for the length of service of the employees involved.
 - (b) Voluntary retrenchments will be invited by the Company from employees working in the same or related work areas, but will only be accepted when equivalent skill/knowledge retention is assured. Should agreement not be reached in respect of any employee volunteering to be made redundant, discussion will take place between the company and the Union to determine the matter subject to the relevant dispute settlement procedure.
 - (c) Should insufficient numbers of volunteers be forthcoming or where involuntary retrenchments are being considered, the Company will consult with the employees and the Union to which they belong, prior to the decision to retrench employees. If, following discussion, involuntary retrenchments are required, the selection shall take into account alternative positions available within the company, and the training required to enable reassignment.
- (vii) Transfers and Reclassification
 - (a) Where an alternative position exists with the Company at the same operating site which is within an employee's normal field of work, there shall be no option of redundancy to such employees.
 - (b) The Company will consult with employees and the Union prior to any final decision about transfer or relocation of employees.
 - (c) Where the employee has been notified of his/her impending retrenchment and an alternative position is available at the same or different operating site offering a reduced rate of pay, the employee involved shall have the choice of accepting transfer into such alternative position or opting for redundancy in-lieu.
 - (d) Should an employee accept a transfer into a position offering a reduced rate of pay, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, during which time there will be no change to the employee's rate of pay. The Company may make payment in lieu of an amount equal to the difference between the former rate of pay and the new rate of pay for the number of weeks of notice still owing.
 - (e) Employees who transfer onto a different shift cycle will be paid in accordance with the new shift roster upon commencement.
 - (f) An employee who transfers into a higher paying position will receive the appropriate rate of pay for the new position upon commencement in the new position, assuming the employee is fully trained and holds the necessary skills and experience at the time of transfer.
 - (g) Where an employee elects to transfer into an alternative position offering a reduced rate of pay, the option of retrenchment will remain open for a period of three (3) months, provided that the Company will be deemed to have met all commitments in respect to notification and consultation under this Agreement.
- (viii) Alternative Employment and Other Support: The Company will provide all reasonable advice, guidance and assistance to employees facing termination to ensure they are able to maximise other employment opportunities available to them. Such assistance will include:

- (a) reasonable use of company facilities to assist employees to search for other employment, such as telephone, facsimile or photocopying;
 - (b) notification of impending retrenchments to the local job placement agency as agreed between the company and the union office;
 - (c) general financial counselling via a registered financial/investment consultant, provided individual counselling obtained privately by each employee is at his/her own cost;
- (ix) **Payment Practices:** With the exception of Superannuation payments, redundant employees will receive all termination payments on the employee's final day of employment either by cheque or direct deposit into the employee's nominated bank account.
- (x) **Off Setting:** Based on the acceptance of the arrangements contained in this Agreement, the Company undertakes not to off set any of the redundancy payments received by employees against final superannuation benefits received.

END OF SECTION B

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SECTION C - HOURS OF WORK

Clause 16 - Ordinary Time

- (i) **Quantum:** An average of 35 hours per week at the Girraween site and 36 hours per week at the Wetherill Park site shall be worked in not more than five shifts.
- (ii) **Start/finish times:** The general starting and/or finishing times shall be determined by the Company. Such times, once determined, shall not be altered except by agreement in writing between the Company and the Union and provided that following any such agreement the Company shall give the affected employees seven clear day's notice of the intention to change the general starting and/or finishing time. Provided further that where an arrangement to work shift work is altered by the Company other than in accordance with the provisions of this subclause then the affected employees shall continue to be paid the appropriate shift allowance until the arranged shift resumes or until the provisions of this sub-clause are properly implemented.
- (iii) **Rosters:** A roster of working hours for each area of work shall be maintained in Schedule 1 of this Agreement.
- (iv) **Ordinary time rates of pay:** An employee working ordinary time pursuant to the provisions of this Clause shall be remunerated in accordance with the provisions of Section E - Remuneration - of this Agreement.
- (v) **Ordinary Time for Part-time employees:** part-time employment shall be on a basis of a minimum 12 hours per week, except as provided for by clause 13(v) flexible permanent part time employees and four hours per day.

Clause 17 - Overtime

An employee shall work reasonable overtime as directed by the Company, in accordance with the following provisions:

- (i) Permanent employees shall be offered a minimum of 20% overtime per week in Departments where fixed term employees and/or temporary shifts are required to take advantage of a short term business opportunity.
- (ii) The overtime arrangements shall also apply to the use of contractors for :-

- (a) Manufacture of products which the company is capable of producing with existing facilities and where employees are capable of performing the work safely.
 - (b) Labelling of bottles of product that is manufactured/packed in Ag Products.
- (iii) Allocation of overtime: Any available overtime shall first be offered only to the continuing employees who normally perform the duties as a primary function, and second to other continuing employees. Overtime shall only be offered to fixed term employees where no continuing employees are willing and able to undertake the overtime.. The company shall continue to maintain records and regularly monitor how overtime is offered equitably to continuing employees, subject to such employees having the training and capability to carry out the work.
 - (iv) Time off after overtime: When overtime is necessary, it shall wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of his or her ordinary work on one day and the commencement of his or her work on the next day that the employee has not had at least 10 consecutive hours of duty between those times, must be released after completion of the overtime until the employee has had 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during that time off duty.
 - (v) An employee shall work no longer than 16.5 hours in any twenty four hour period nor more than 3 consecutive double shifts in any one week.
 - (vi) Crib break during overtime:
 - (a) Where the period of overtime is to exceed 1.5 hours an employee, prior to starting such overtime, shall be allowed a crib break of 30 minutes, such period to count as overtime time worked.
 - (b) An employee working overtime after working ordinary hours shall be allowed a further crib break of 30 minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib break, and such crib break shall count as overtime worked
 - (c) An employee working overtime which is separated from the employee's ordinary working hours by a period of time off duty shall be allowed a crib break of 30 minutes without deduction of pay for each four hours of overtime worked, such crib break to count as overtime worked.
 - (d) The Company and an employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the Company shall not be required to make any payment in respect of any time allowed in excess of 30 minutes for crib breaks.
 - (vii) Overtime penalties: An employee required to work overtime pursuant to the provisions of this Clause shall be remunerated in accordance with the provisions of Section E - Remuneration - of this Agreement.

Clause 18 - Shift Work

- (i) Ag Products

The ordinary hours of five-day shift workers shall not exceed an average of thirty five hours per week, to be worked in not more than five shifts of eight hours each between midnight Sunday and 8:00 am on the following Saturday.

- (ii) Butacite Preparation Plant

The regular hours of work shall be based on a 4 day per week cycle, arranged as 4 shifts of;

- (a) 9 hours ordinary time per shift, excluding Saturday or Sunday.

- (b) The employees shall provide coverage on "mini-days" on a roster basis to ensure availability of appropriate workforce to meet production needs in case of unplanned absences, such as sick leave, or planned absences, such as annual leave. Payment for such overtime shall be at double time.
- (iii) The ordinary hours of seven-day shift workers shall not exceed
 - (a) 8 hours in any day; nor
 - (b) 70 hours in 14 consecutive days.
- (iv) Shift penalties: An employee required to work shift work pursuant to the provisions of this Clause shall be remunerated in accordance with the provisions of Section E - Remuneration - of this Agreement.

Clause 19 - Meal Breaks and Rest Breaks

- (i) Maximum time before: No employee shall be required to work more than five hours continuously without a meal break after commencing his or her daily work of shift.
- (ii) Timing: The time at which the meal break is to be taken shall be fixed by mutual agreement in each place of work.
- (iii) Rest and meal breaks shall total one hour each day at times to be selected by the Company:
 - Ag Products - 2 x ½ hour breaks each day.
 - Butacite Preparation Plant - 1 x ½ hours and 2 x 15 minute breaks each day.
- (iv) Day workers: half an hour shall count as time worked.
- (v) Shift workers: an hour shall count as time worked.

Clause 20 - Washing Time

- (i) Employees shall be allowed five minutes without deduction of pay for washing prior to meal and rest breaks and prior to finishing time daily. Provided that employees whose work is of such a nature (as agreed upon by the employee and his or her immediate supervisor) as necessitates the employee having a shower prior to leaving the Company's site shall have up to fifteen minutes at the end of each day or shift without deduction of pay for showering.
- (ii) The company shall supply soap, hair shampoo and conditioner for use in the showers.

Clause 21 - Travelling Time

Where an employee is required by the Company to perform duties away from the employee's usual workplace then all additional time necessarily involved in travelling to and/or returning from those duties will be treated as time worked and shall be paid for at the appropriate rate of pay. In such cases the employee will normally be provided with transport by the Company. Where transport cannot be provided then the employee shall be reimbursed travelling expenses in accordance with the provisions of Section E Remuneration - of this Agreement. This will not apply to employees receiving payment as back up for the nominated position.

Clause 22 - Rostered Days Off

Employees working a nine day fortnight shall be entitled to a paid rostered day off each fortnight in accordance with the provisions of this Clause:

- (i) Entitlement: The entitlement to a paid rostered day off arises from a credit of an hour accrued during each day worked. Each day of paid leave taken (including annual leave but not including long service leave) and any public holiday occurring during any two week cycle shall be regarded as a day worked

for accrual purposes. Provided however that rostered days off shall not be regarded as part of annual leave for any purpose.

- (ii) Maximum number: Notwithstanding any other provisions of this Clause an employee shall be entitled to no more than an average of 24 paid rostered days off in any twelve months of consecutive employment.
- (iii) On Public Holiday: Where an employee's rostered day or shift off duty falls on a public holiday the employee shall be entitled to take a rostered day off on the following working day
- (iv) Illness during: Where an employee is sick or injured on a rostered day or shift off the employee shall not be entitled to sick pay for such day and nor shall the employee's sick pay entitlement be reduced as a result of the employee's sickness or injury on that day.
- (v) Work on Rostered Day Off: By agreement between the Company and an employee, work may be performed by an employee on the employee's normal rostered day off.
 - (a) An employee may be paid for work at overtime rates (that apply to Saturday or Sunday) or take an alternative day off where it is mutually agreed and is taken by the employee during the fortnight in which the rostered day off was originally due to be taken.
 - (b) An employee may only select the overtime payment option a maximum of 10 times in any calendar year.
- (vi) Ag Products
 - (a) As required, to maximise production during periods of peak demand the normal 9 day/RDO fortnightly work cycle shall be altered to 10 day/no RDO fortnightly work cycle.
 - (b) The company shall notify employee(s) at least one week in advance of the intention to change the normal work cycle. The changed work cycle shall only continue for a maximum period of three months at any one time before reverting to the normal cycle.
 - (c) RDO's not taken during these periods shall be accumulated for employees to use within six months of the resumption of the 9 day/RDO fortnightly work cycle.
 - (d) Accumulated RDO's shall be taken by employees following consultation with management to ensure overall production capacity is not adversely affected by too many employees being away at any one time.
- (vii) As required, the Company may instruct an employee(s) to work on their normal RDO. At least one week's notice shall be given and at the time of notification the employee shall nominate an alternate day of that is within the same fortnightly cycle. A nominated alternate day is subject to production capacity not being adversely affected by too many employees being away at any one time.

END OF SECTION C

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SECTION D - CLASSIFICATIONS & GRADING

Clause 23 - Wage Grades

Employees employed under the provisions of this Agreement shall be graded on a scale from Operator Grade 1 to Operator Grade 15, or as Officer Grade 1 to Officer Grade 5, depending on the nature of the work performed by the employee. Current classifications shall be graded in accordance with Schedule 2 of this Agreement.

Clause 24 - Appointment of Co-Ordinators

Employees appointed to the position of Co-ordinator will be selected by ballot of employees employed in the section/department concerned and such appointment will be subject to endorsement of the elected candidate by

the Company. Co-ordinators will not be responsible for disciplinary matters but shall exercise responsibility for safety, production, productivity, quality, work organisation and security.

Clause 25 - Reclassification

- (i) Responsibility for reclassification will be exercised by the Work Skills Evaluation Committee established under Section 1 - Administration of Agreement - of this Agreement. There will be no voting on these matters and agreement will be reached by consensus.
- (ii) Applications: There will be no restriction on applications from employees at various levels.
- (iii) Criteria: The Work Skills Evaluation Committee will establish the skill requirements necessary for each level in the classification structure, and will review the job evaluation system on an on-going basis.

Clause 26 - External Training and Education

The Company shall assist employees undertaking external training and education in accordance with the Education/Training Assistance Policy.

Clause 27 - Mixed Functions

- (i) Higher level work: Except as provided under sub-clause (iv) of this Clause, an employee engaged for one ordinary hour or more on any day or shift or for eight hours or more in any week on duties carrying a higher rate than his or her ordinary classification shall be paid the higher rate for such day or shift or week as the case may be.
- (ii) Lower level work: No employee shall suffer any reduction in wages during any week by reason of having been put to work for any part of such week on work which attracts a lower rate of pay than the employee's normal rate. No such transfer will be made without the agreement of the employee concerned unless the employee's normal position remains vacant for the duration of the transfer.
- (iii) Effect on annual leave: An employee who has performed a mixed function for the full two weeks prior to taking annual leave will be paid at the mixed function rate for the duration of the annual leave so taken.
- (iv) Multi Skilling:
 - (a) Subject to the provisions of paragraphs (b) and (c) of this sub-clause, employees may be paid a an additional amount in exchange for being designated as the back-up person for jobs other than the employee's regular job.
 - (b) No employee shall be designated as the back-up person for more than two jobs other than the employee's regular job.
 - (c) The system of multi-skilling provided under this sub-clause shall be managed by the WorkSkills Committee.
 - (d) Payments in relation to multiskilling are referred to in Work Instruction A106.
- (iv) Part Time Employees:

Part Time Employees engaged as Formulator Granulators or Packers may be required to perform either work subject to appropriate training and the provisions of subclause (i) and (ii) of this clause.

END OF SECTION D

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SECTION E - Remuneration

Clause 28 - Basic Wage

This Agreement, in so far as it fixes rates of wages for adult employees, is made by reference and in relation to a basic wage for adult males of \$121.40 per week. The said basic wage is subject to variation in accordance with the provisions of Schedule 4, Division 4, Section 15 of the Industrial Relations Act, 1996. Upon any such variation, rates of wages prescribed by this Agreement are subject to variation pursuant to Section 15 of the said Act to the extent necessary to give effect to the change in the basic wage.

Clause 30 - Wage Rates - Ordinary Time

- (i) Weekly rates: The following shall be the minimum wage rates paid to persons employed in the classifications set out in Section D - Classifications & Grading - of this Agreement, effective from the beginning of the first period on or after 1 November 2004.

Operations - Girraween (Crop Protection) - 35 hours per week		
GRADE	01/11/2004	01/11/2005
AO6	748.16	779.96
AO7	764.56	797.05
AO8	781.02	814.21
AO9	797.42	831.31
AO10	814.05	848.64
AO11	832.32	867.70
AO12	852.19	888.41
AO13	873.55	910.68
AO14	896.55	934.65
AO15	922.63	961.85
Operations - Butacite Plant (Wetherill Plant) - 36 hours per week		
GRADE	01/11/2004	01/11/2005
A11	856.07	892.45
A13	898.55	936.74
Clerical - Girraween (Crop Protection) - 35 hours per week		
GRADE	01/11/2004	01/11/2005
OF01	793.95	827.69
OF02	832.67	868.05
OF03	880.21	917.62
OF04	929.29	968.79
OF05	982.02	1023.76

- (ii) Coordinating responsibility: An additional amount, Clause 39 - ALLOWANCES, will be paid as coordinator allowance, and shall be part of ordinary pay for all purposes.
- (iii) Hourly rates: Hourly rates of pay for full-time and part time employees shall be calculated by dividing the appropriate weekly rate by 35 in respect to employees working primarily at Girraween and 36 in respect to employees working primarily at Wetherill Park.
- (iv) All fixed term employees will be paid the 100% rate of the appropriate operator grade for the duration of their employment as a fixed term employee.

Clause 30 - Overtime Penalties

Employees who are required to work overtime shall be remunerated in accordance with the following provisions:

- (i) Weekday rate: All overtime worked on Monday to Friday inclusive (excluding Public Holidays) shall be paid for at one and a half times the base rate of pay for the first two hours and two times the base rate thereafter.
- (ii) Weekend rate: All overtime worked on Saturday or Sunday (excluding Public Holidays) shall be paid for at the rate of twice the base rate of pay.
- (iii) Public Holiday rate: All overtime worked on a Public Holiday shall be paid for at the rate of two and a half times the base rate of pay. Provided further that where, by mutual agreement, leave equal to the time worked as overtime is granted on an alternative day (without loss of pay for that day) then the employee shall be paid for work on the Public Holiday at the rate of time and a half time times the base rate of pay.
- (iv) Calculation: In calculating overtime each day shall stand alone, regardless of whether such overtime is worked before or after the employee's normal shift for that day. Provided further that where overtime continues past midnight such overtime shall be counted in the shift on which the overtime commenced.
- (v) "Call Back": An employee required to return to the Company's premises after leaving the employee's place of employment, for any reason other than carrying out the employee's rostered duties or scheduled weekend overtime, and whether notified before or after leaving his or her place of employment, shall be paid a minimum of four hours pay at the appropriate (overtime) rate for each such attendance. This subclause does not apply where a period of duty is continuous (subject to a reasonable meal break), with the completion or commencement of ordinary working time. Travelling allowance outlined in clause 36 (ii) shall apply in a callback situation.
- (vi) Payment on cancellation: An employee shall be paid for arranged overtime which is subsequently cancelled by the Company except where the factors causing such overtime to be cancelled are beyond the control of the Company. Examples of such factors include, but are not limited to, machinery breakdowns, non-arrival or withdrawal of part or all of an overtime crew, and/or delivery of unsuitable materials.
- (vi) Minimum payment: The minimum payment for overtime directed to be worked by Supervision shall be as follows:
 - where less than an hour is worked payment shall be one hour.
 - where more than an hour is worked payment shall be to the nearest 15 minutes.

Clause 31 - Shift Penalties

In addition to the appropriate ordinary rate of wages prescribed by this Agreement, a shift worker whilst engaged on shift work shall be paid an amount equal to the following relevant percentage of the employee's all purpose rate of pay:

- (i) 15% when working on a rotating three shift roster (day work and afternoon and night shift);
- (ii) 17.5% when working on afternoon shift;
- (iii) 30% when working night shift which does not rotate or alternate so as to give the employee at least one third of the employee's working time on day-work.
- (iv) provided further that a loading of 25% shall be payable for employees who volunteer to work on a non-rotating night shift where such work has been introduced by the Company only for the purpose of meeting a business opportunity which would not otherwise be available to the Company, and where the working of that shift is limited to a period of no more than six months.
- (v) The loadings provided under this Clause shall count as part of ordinary pay for the purposes of any paid leave taken by an employee during the period for which the relevant shift work arrangement continues to operate.

Clause 32 - Accident Make-Up Pay

- (i) Entitlement: The Company shall pay an employee accident make-up pay where the employee receives an injury as a result of which a weekly payment of compensation is payable by or on behalf of the Company pursuant to the provisions of the New South Wales Workers' Compensation Act, as amended from time to time.
- (ii) Duration: The entitlement to accident make-up pay under this Agreement shall continue during the incapacity of the employee within the meaning of the said Act until such incapacity ceases or until the expiration of a period of 52 weeks from the date of injury, whichever event shall first occur.
- (iii) Commencement: The entitlement to accident make-up pay under this Agreement shall arise as at the date of the injury or accident in respect of which compensation is payable under the Act, and the said entitlement shall not be affected in any way by the termination of the employee's employment for any reason.
- (iv) Effect of lump sum compensation: In the even that the employee receives a lump sum in redemption of weekly payments under the Act, the liability of the Company to pay accident make-up payment as herein provided shall cease from the date of such redemption.

Clause 33 - Annual Leave Loading

- (i) A continuing employee who is entitled to annual leave or payment in lieu thereof, in accordance with the provisions of this Agreement shall, in the first pay period of December each year, be paid a loading equal to 25% of four weeks annual leave or a proportion of four weeks if the employee has less than 12 months service at the first pay period in December.
- (ii) A fixed term employee shall only be paid annual leave loading upon completion of 12 months continuous service.

Clause 34 - Superannuation

- (i) The employer operates an approved Superannuation Fund, the Du Pont (Australia) Limited Superannuation Fund, in accordance with appropriate legislation.
- (ii) The employer shall make superannuation contributions into this Fund or another approved Fund on behalf of the employee in accordance with Superannuation Guarantee Legislation.
- (iii) No contribution is required of the employee or the employer in respect of any period of unpaid absence of the employee or while the employee is receiving Salary Continuance Benefits.
- (iv) The obligation of the employer to contribute to the employee's superannuation fund in respect of the employee shall cease on the last day of the employee's employment with the employer.

Clause 35 - First Aid Allowance and Provision of First Aid

- (i) Entitlement: An employee appointed by the Company to perform first aid duty shall be paid the amount specified under Clause 39 - ALLOWANCES - per week in addition to his or her ordinary rates if he/she has a current St. John's Ambulance first aid certificate.
- (ii) Training expenses: The Company will reimburse lost time, travelling and text book expenses actually incurred when an employee carries out first aid training at the request of the Company. An employee receiving training outside of ordinary hours will be paid for such time at his or her ordinary rate of pay.
- (iii) The Company shall endeavour to have at least one employee trained to render first aid in attendance when work is performed at an establishment.
- (iv) If there is no appointed First Aid Officer on site during ordinary time another person holding a current first aid certificate will be nominated to take over on a mixed functions basis.

- (v) Butacite Preparation Plant has nominated First Aid Officers and the First Aid Allowance is included in the ordinary rate. Any Butacite employee wishing to undertake a First Aid course may do so and the company shall pay relevant expenses

Clause 36 - Travelling Expenses

- (i) Different site: An employee sent for duty to a place other than his or her normal place of duty in connection with his or her employment shall normally be provided with transport by the Company. Where transport cannot be provided then the employee shall be reimbursed for reasonable travelling expenses, on the basis of "no loss to the employee".
- (ii) Employee's own vehicle: An employee using his or her own vehicle on Company business with the approval of and on behalf of the Company shall be paid an allowance of the amount specified under Clause 39 - ALLOWANCES - per kilometre travelled.

Clause 37 - Uniforms, Clothing & Safety Glasses

- (i) An allowance of the amount specified under Clause 39 - ALLOWANCES - will be paid by the Company towards the cost of prescription safety glass frames and the Company will reimburse employees for the cost of the lens on an "as needed" basis.
- (ii) Suitable winter clothing, footwear, and tracksuits shall be provided by the Company including five (5) pairs of socks or stockings to employees who wear safety footwear, such socks or stockings to be replaced on an "as needed" basis.
- (iii) The Company shall launder the work clothes of all employees.

Clause 38 - Subsidised Sport and Social Club

- (i) The Company shall subsidise the cost of nominated gymnasiums as used by employees. A two thirds subsidy will be paid by the company of annual membership fees. Satisfactory proof of attendance will be required.
- (ii) The Company shall subsidise the membership dues of Social Club members to the extent of a maximum of the amount specified under Clause 39 per week.

The Company subsidises the DuPont Social Club and meetings of the Club are held during Company time. The Company shall subsidise employees, and retired employees who have been financial members of the Social Club for at least 5 years, for certain costs associated with membership of the Club in accordance with Clause 39.

Clause 39 - Allowances

END OF SECTION E

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SECTION F - LEAVE

Clause 40 Public Holidays

- (i) A continuing or fixed term employee shall be entitled, without loss of pay, to public holidays as follows:- New Years Day, Australia Day, Good Friday, Easter Monday, Easter Saturday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing day and any other day proclaimed as a public holiday throughout the State. Provided further that where Anzac Day falls on a Saturday or a Sunday the following Monday shall be observed as Anzac Day holiday. In addition, the first Monday in August each year shall be a holiday as the Union picnic day.

- (ii) Butacite Preparation Plant. Where a public holiday falls on a day an employee would not normally be at work (Monday to Friday) the employee shall be paid for 9 hours at ordinary rates in addition to the normal weekly wage. This will not apply to any public holidays that falls on or are observed on a Saturday or Sunday.

Clause 41 - Annual Leave

- (a) The provisions under which an employee becomes entitled to, and accrues, annual leave are set out in the New South Wales, Annual Holidays Act, 1944 ("the annual leave legislation"). Employees who are absent from work on approved paid Annual Leave shall be paid at the full ordinary rate of pay, as defined in sub-clause (xvi) of Clause 4 - Definitions - of this Agreement.
- (b) Notwithstanding the provisions of the legislation a scheme of Annual Leave redemption shall apply to employees as set out below.
- (c) An employee may apply to be paid out excess annual leave during the period 1 January 2003 to 31 December 2003 only.
- (d) Excess annual leave shall be any leave in excess of four (4) weeks; defined as one hundred and forty (140) hours for the Girraween site and as one hundred and forty four (144) hours for the Wetherill Park site.
- (e) The company shall calculate for each employee covered by this agreement his/her accrued annual leave entitlement at their most recent anniversary of employment.
- (f) The company will deduct the figure in (d) from the figure calculated in (e) and the difference shall be excess annual leave.
- (g) This excess annual leave shall be available for redemption as follows:
 - (1) Each employee may apply, individually to redeem excess annual leave.
 - (2) Each employee may make more than one application to redeem excess annual leave.
 - (3) An employee may not apply to redeem annual leave below the 20 day minimum.
- (h) The period(s) of leave so redeemed shall be paid at the employee's rate of pay applying at the time the payment is made.
- (i) The amount of leave payment will include, where appropriate, any leave loading component which may apply to the employee.
- (j) All payments will be made through normal fortnightly wages and will be subject to taxation as required by Australian law.
- (k) Once the leave has been redeemed by application and payment there shall be no further entitlement to a period of leave or payment for leave in respect of the period redeemed.
- (l) Applications will be dealt with on a "first come, first served" basis. The company retains the right to control the timing of payments so that it can properly manage cashflow requirements.

Clause 42 - Long Service Leave

- (a) The provisions under which an employee becomes entitled to, and accrues, long service leave are set out in the New South Wales Long Service Leave Act 1955, ("the long service legislation"). Continuing employees, as defined in Clause 5 - Definitions, shall be eligible for Long Service Leave after five years continuous service. In all other respects the Long Service Leave Act, 1955 shall apply:

- (b) Employees who are absent from work on approved Long Service Leave shall be paid at the full ordinary rate of pay, as defined in sub-clause (xvi) of Clause 5 - Definitions - of this Agreement.
- (c) Notwithstanding the provisions of the long service legislation a scheme of Long Service Leave Redemption shall apply to employees as set out below.
- (d) An employee may apply to be paid out long service leave during the period 1 January 2003 to 31 December 2003 only.
- (e) Long service leave shall be any leave accrued which relates to components of five (5) years completed service.
- (f) The company shall calculate for each employee covered by this agreement his/her long service leave entitlement for completed components of 5 years of service at their most recent anniversary of employment. Redemption shall be on the basis of one (1) month for each five (5) years of completed service.
- (g) This long service leave shall be available for redemption as follows: -
 - (1) Each employee may apply, individually to redeem long service leave.
 - (2) Each employee may make more than one application to redeem long service leave.
- (h) The period(s) of leave so redeemed shall be paid at the employee's rate of pay applying at the time the payment is made.
- (i) All payments will be made through normal fortnightly wages and will be subject to taxation as required by Australian law.
- (j) Once the leave has redeemed by application and payment there shall be no further entitlement to a period of leave or payment for leave in respect of the period redeemed.
- (k) Applications will be dealt with on a "first come, first served" basis. The company retains the right to control the timing of payments so that it can properly manage cashflow requirements.

Clause 43 - Sick Leave

- (i) **Absence without leave:** A proportionate deduction shall be made from a continuing or fixed term employee's wages for all time lost through absence from work without leave of the Company excepting on account of illness or accident.
- (ii) **Proof of illness:** When a continuing or fixed term employee is absent from work for more than 2 days owing to illness or accident the Company shall require the employee to produce a doctor's certificate.
- (iii) **Notification:** An employee shall notify the Company at the earliest reasonable opportunity as to his or her inability to attend for work on account of illness or injury. This notification shall, wherever practicable, be prior to the commencement of the employee's normal work.
- (iv) **First 3 months:** The Company shall not be liable to pay a continuing or fixed term employee for absence due to illness unless such employee has been employed continuously for three calendar months. Provided that once an employee has completed three continuous months of service he or she shall be entitled, subject to this clause, to payment for sick leave not exceeding 20 hours which was taken as unpaid sick leave during such three months period.
- (v) **Entitlement:** Save for accumulated sick leave the Company shall not be liable to pay a continuing or fixed term employee for absence due to illness for more than 70 hours in each year. If the full period of sick leave as prescribed herein is not taken in any year such portion as is not taken shall, provided the employee remains in the service of the Company or any successor of the Company, be cumulative from year to year. For Butacite employees the entitlement shall be 72 hours.

- (vi) **Cashing out:** An employee may elect at the completion of each calendar year of employment to receive the money value of all untaken sick leave that has accrued provided that the employee must maintain an accumulation of leave equal to at least 18 months entitlement (105 hours). For Butacite employees the accumulation shall be 108 hours.
- (vii) **Payment on termination:** In the event of termination for reasons other than misconduct an employee shall be paid the money value of untaken accumulated sick leave.
- (viii) **Payment during:** Employees who are absent from work on approved paid Sick Leave shall be paid the full ordinary time rate of pay, as defined in sub-clause (xvi) of Clause 5 Definitions of this Agreement.
- (ix) **Reduction in accrued entitlement:** An employee's accrued entitlement to sick leave shall be reduced by the number of hours which would have been worked by the employee during the period for which the employee was absent on paid sick leave.

Clause 44 - Sick Leave During Annual and Long Service Leave

Nothing in this Clause shall be construed as increasing the quantum of Sick Leave, Annual Leave or Long Service Leave as otherwise prescribed under this Section of this Agreement. A continuing or fixed term employee who suffers a personal illness or injury while on annual leave or long service leave shall be entitled to additional paid leave for a period not exceeding the period of illness or injury during annual leave or long service leave, subject to the following conditions and limitations:

- (i) **Notification:** Within 24 hours of his or her return to work the employee shall produce to the Company a certificate from a qualified medical practitioner to the effect that had the employee not been on annual leave or long service leave he would have been unfit to perform his normal duties for a period of not less than five consecutive days.
- (ii) **Set off against entitlement:** The additional paid leave shall be subject to the existence of an entitlement to paid sick leave in accordance with this clause and shall be set off against accumulated sick leave credits.
- (iii) **Effect on resumption of work:** Subject to the provisions of subclause (iv) hereof, the employee, provided he or she is fit to perform his or her normal duties, shall return to work at the time he or she would have returned had he or she not suffered personal illness or injury during annual leave or long service leave.
- (iv) **Timing of:** The additional paid leave shall be given and taken at a mutually convenient time.
- (v) **Leave loading:** An employee proceeding on leave pursuant to this Clause shall not be entitled to annual leave loading pursuant to Clause 33 - Annual Leave Loading - for any period of leave for which the loading has been paid.
- (vi) **On termination:** Where an employee leaves the employment of the Company or his employment is terminated by the Company for any reason before the additional paid leave prescribed by this Clause is taken such leave shall be treated as accrued annual leave or long service leave as the case may be.

Clause 45 - Sick Leave Used as Family Leave

A continuing or fixed term employee who has an accrued entitlement to paid Sick Leave may use such leave in the event of the illness or injury of a member of the employee's immediate family, subject to the same restrictions as to notification and certification as apply to normal Sick Leave.

Clause 46 - Bereavement Leave

An employee shall on the death of a wife, husband, father, mother, child, step-child, mother-in-law, father-in-law, brother, sister, stepfather, grandparent or grandchildren, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days worked. Further in the case

of a wife, husband or dependant child "three" ordinary days work is altered to read "five" ordinary days work. Proof of such death shall be furnished by the employee to the satisfaction of the Company. Provided however that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave. For the purposes of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband. Additional days may be granted to the employee by mutual agreement.

Clause 47 - Leave for Trade Union Training

The Union delegates on site shall be entitled to paid leave to attend Trade Union Training Authority sponsored courses in order to facilitate harmonious industrial relations subject to the following:

- (i) The leave entitlement will be a maximum of five (5) days per year per delegate, and 2 days per co-delegate.
- (ii) The company will recognise 1 delegate and 1 co-delegate from each site

Clause 48 - Parental Leave

An employee who has had at least twelve months continuous service with the Company shall be entitled to take Parental leave in accordance with the Company policy - "Parental Leave".

Clause 49 - Butacite Preparation Plant

Any absence on leave shall be calculated as 9 hours each day.

END OF SECTION F

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SCHEDULE 1

General Rosters

AGRICULTURAL PRODUCTS (5 day)

Day work:

Monday to Thursday	7.30 am to 4.00 pm
Friday	7.30 am to 3.00 pm

Afternoon Shift

Monday to Thursday	3.30 pm to 11.30 pm
Friday	2.30 pm to 9.30 pm

Night Shift

Monday to Thursday	11.30 pm to 7.30 am
Friday	9.30 pm to 4.30 am

BUTACITE (4 day)

Day work

Monday to Thursday	6.00 am to 3.30 pm
Tuesday to Friday	6.00 am to 3.30 pm

SCHEDULE 2

Record of Classification Structure at Changeover from the old to new system on 2 December 1998.

Current Grade	Position	Previous Wage Group
Operator Grade 1	Not Applicable	Not Applicable
Operator Grade 2	Not Applicable	Not Applicable
Operator Grade 3	Not Applicable	Not Applicable
Operator Grade 4	Not Applicable	Not Applicable
Operator Grade 5	Not Applicable	Not Applicable
Operator Grade 6	Not Applicable	Not Applicable
Operator Grade 7	Not Applicable	Not Applicable
Operator Grade 8	Not Applicable	Not Applicable
Operator Grade 9	Not Applicable	Not Applicable
Operator Grade 10	Storeperson (Photofilm)	2
Operator Grade 10	Asst. Machine Operator (Photofilm)	3
Operator Grade 11	Inspector Packer (Photofilm)	2
Operator Grade 11	Labeller (Photofilm)	2
Operator Grade 11	Packer (Ag)	4
Operator Grade 11	Asst. Machine Operator (Butacite)	4
Operator Grade 11	Machine Operator (PhotoChem)	4
Operator Grade 11	QC Lab Operator (Photofilm)	5
Operator Grade 12	Storeperson (Ag)	3
Operator Grade 12	Warehouse person (G.Store) Not Applicable	
Operator Grade 12	Mixer (PhotoChem)	5
Operator Grade 12	Machine Operator (Photofilm)	5
Operator Grade 13	Machine Operator (Butacite)	6
Operator Grade 13	Machine Technician (Girraween)	7
Operator Grade 14	Formulator Granulator (Ag)	5
Operator Grade 15	Not Applicable	Not Applicable
Officer Grade 1	Not Applicable	Not Applicable
Officer Grade 2	Clerk-Butacite	Not Applicable
Officer Grade 3	Scheduler-Photofilm	6
Officer Grade 3	Production Planner	Not Applicable
Officer Grade 4	Stock Control Clerk	Not Applicable
Officer Grade 4	Inventory Control Officer	Not Applicable
Officer Grade 4	Education & Training Co-ord.	Not Applicable
Officer Grade 5	Lab Chemist	7

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For and on the behalf of :

DU PONT (AUSTRALIA) LTD

In the presence of:

Date:

For and on behalf of the:

Australian Liquor, Hospitality & Miscellaneous Workers Union, New South Wales Branch

In the presence of:

Date: