

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/84

TITLE: **RMAX NSW Certified Agreement 2005**

I.R.C. NO: IRC6/276

DATE APPROVED/COMMENCEMENT: 7 February 2006 / 7 February 2006

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**NEW AGREEMENT OR
VARIATION:** Replaces EA04/134.

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DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Huntsman Chemical Co Pty Ltd t/as RMax, located at 27 Chifley Street, Smithfield NSW 2164, who fall within the coverage of the Rubber Workers (State) Award.

PARTIES: Huntsman Chemical Company Australia Pty Limited trading as R-Max -&- the National Union of Workers, New South Wales Branch

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1. TITLE

This Agreement shall be referred to as the RMAX NSW CERTIFIED AGREEMENT 2005.

2. APPLICATION OF AGREEMENT

This Agreement shall apply throughout the State of NSW at the premises of Huntsman Chemical Company Australia Pty Limited (trading as RMAX) in respect of all employees who are engaged in any of the occupations, industries or callings specified in the Rubber Workers' (State) Award, with the exception of any new site bought by the Company during the life of the Agreement where that site has an agreement registered under *the Industrial Relations Act NSW 1996* or *Workplace Relations Act 1996* or any other legally binding Agreement.

3. PARTIES BOUND

- (a) Huntsman Chemical Company Australia Pty Limited trading as RMAX, 27 Chifley Street, Smithfield, New South Wales.
- (b) All employees whether members of the National Union of Workers or not, engaged in any of the occupations, industries or callings specified in the awards listed in clause 2 above.
- (c) The National Union of Workers, NSW Branch.

4. DATE & PERIOD OF OPERATION

This Agreement shall operate from the first pay period to commence on or after the date of certification by the Industrial Relations Commission of NSW and shall remain in force until 1st October 2008

5. RELATIONSHIP TO PARENT AWARD

- 5.1 This Agreement shall be read and interpreted wholly in conjunction with the Award listed in Clause 2 above provided that where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.
- 5.2 Existing over award payments and conditions of employment shall continue to apply as if they were a term of this Agreement except where the expressly stipulated terms of this Agreement provide otherwise.
- 5.3 This Clause shall also apply to Clerks.

5.4 An employee (as defined in Clause 2) commencing his or her employment with the Company after the date on which this Agreement comes into operation shall be employed in accordance with the terms of this Agreement.

5.4.1 Any new facilitative provisions, listed in the above award and introduced as a result of the award simplification case, shall not be used during the life of this Agreement except by Agreement between the Company and the Union party to this Agreement.

6. AIMS OF THIS AGREEMENT

The aims of this agreement are to:

- Continue to develop a flexible work environment conducive to improved business performance and a workforce committed to improving quality, efficiency and productivity.
- Develop the same opportunities for all employees.
- Enhance job satisfaction for all employees through the acquisition of and application of new skills, developing career paths and a system of reward based on performance of skills and achievement of KPI's.
- Increase the capabilities of our manufacturing facilities in a safe and environmentally responsible manner.
- Continue to improve the standards of safety and quality in our operating procedures.

7. SINGLE BARGAINING UNIT

A Single Bargaining Unit has been established and has been involved in negotiating this Agreement.

8. NO EXTRA CLAIMS

The Parties agree that they will not, for the duration of this Agreement pursue any extra wage claims, whether Award or over-Award and the employees will not seek any changes to conditions of employment.

9. DEFINITIONS

9.1 Classifications:

9.1.1 During the life of this Agreement, the parties will, in consultation, develop and implement a classification structure which meets the needs of the business, is directly linked to the operational duties and provides for a career path for all employees. (See attached draft Appendix 1).

9.2 Hours of Work

- 9.2.1 **"Afternoon Shift"** means any shift finishing after 8.00 p.m. and at or before midnight; provided that where an existing afternoon shift in an establishment or a section of an establishment finishes at an earlier hour, the Company and a majority of the employees in an establishment or a section of an establishment may agree to change the arrangement.
- 9.2.2 **"Continuous Work"** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least five consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company; provided that in any factory or department or section of a factory where only two shifts are worked in each 24 hours and a third shift is introduced, the employees in such department or section shall not be regarded as continuous shift workers if the starting and finishing times of one or more such shifts overlap and provided further that such third shift does not continue for a period exceeding three continuous weeks at any one period and does not exceed a total of twelve weeks in any one year.
- 9.2.3 **"Five-Day Shift Work"** means work carried on with consecutive shift throughout 24 hours of five days of the week between the hours of 11.00 p.m. Sunday and 8.00 a.m. Saturday without interruption except during breakdowns or meal periods or unavoidable causes beyond the control of the Company.
- 9.2.4 **"Night Shift"** means any shift finishing after midnight and at or before 8.00am; provided that where an existing night shift in an establishment or a section of an establishment commences or finishes at an earlier hour, the Company and the majority of the employees in an establishment or a section of an establishment may agree to change the arrangement.
- 9.2.5 **"Rostered Shift"** means a shift of which the employee concerned has had at least 48 hours notice.
- 9.2.6 **"Seven-Day Shift Work"** means work carried on with consecutive shifts throughout the 24 hours of each of the seven days of the week without interruption except during breakdowns or meal periods or unavoidable causes beyond the control of the Company.

9.3 **Miscellaneous:**

- 9.3.1 **"Acid curing", "cold curing" or "vapour curing"** shall include only curing by bi-sulphide of carbon or di-sulphide of carbon or benzene with chloride of sulphur or any other substance declared to be offensive and/or injurious by the Rubber Workers (State) Industrial Committee.

9.3.2 "Adult" as used in this Agreement shall include junior workers receiving the adult wage in accordance with subclause (X) of clause X, Junior Workers.

9.3.3 "Casual employee" A casual Employee is a person engaged by the hour and paid as such, provided that on any working day they shall be employed for a minimum of four (4) hours.

9.3.4 "Confined space" means a compartment the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation.

9.3.5 "Union" means the National Union of Workers, New South Wales Branch.

10. EMPLOYMENT CATEGORIES

10.1 Engagement of Employees

An Employee is to be engaged as a full time, part-time, casual Employee or Temporary Employee.

10.2 Full time employment

Full-time Employees are engaged to work thirty-eight (38) hours per week not exceeding ten (10) hours in any twenty-four (24) hour period or five (5) days per week, between 6.00am and 7.00pm, Monday to Friday.

10.3 Part-time employment

10.3.1 An Employee may be engaged on a part time basis. A part time Employee shall mean a weekly Employee engaged to work regular days and regular hours, either of which are less than the number of days or hours worked by a full time Employee.

10.3.2 A part time Employee is entitled to a minimum of eighteen (18) hours.

10.3.3 A part time Employee will be paid per hour $\frac{1}{38}$ of the weekly rate of pay prescribed for a full time Employee of the same classification contained in clause 8 of this Agreement.

10.3.4 Any hours worked by a part time Employee outside the ordinary hours of work as set out in clause 28, or in addition to the 38 hours per week shall be paid at overtime rates.

10.3.5 Subject to this clause, all the provisions of this Agreement shall apply to a part time Employee on a pro rata basis.

10.3.6 The Company shall talk to the Union prior to employing part-time Employees.

10.4 Casual employment

10.4.1 A casual Employee is a person engaged by the hour and paid as such, provided that on any working day they shall be employed for a minimum of four (4) hours.

10.4.2 Casual Employees shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty-eight plus twenty 20 per cent calculated to the nearest half cent plus one-twelfth (1/12) of the ordinary hourly rate payable in lieu of Annual Leave.

10.4.3 A casual, whose normal hours of work on any one day are reduced through no fault of their own, without notice prior to the day of work, shall be paid for the hours originally rostered.

10.4.4 Terms and conditions of employment

- (i) In addition to their casual loading, casual Employees, whether directly engaged by the Company or not, will be employed on the same terms and conditions as apply to other Employees who are covered by this Agreement.
- (ii) The role of casuals is to cater for peaks in demand for labour. Casual employment will not be used to replace full-time or part-time permanent employment. Accordingly casuals will not be employed for extended periods.
- (iii) Casuals employed on a regular basis for a period of longer than three 3 months will be deemed to be permanent Employees.
- (iv) Agreed breaks of employment during the three (3) month period are:
 - (a) Up to two (2) weeks taken at the Casual's request and taken as weekly blocks.
 - (b) Factory shutdown over Christmas/New Year.
 - (c) Factory shutdown over Easter.

These breaks do not break the regular basis of employment referred to in sub-clause 10.4.3.

10.4.5 Casuals not employed directly by the Company

The Company agrees that work that is performed by persons who are not directly employed by the Company and that would otherwise be covered by this Agreement will only be accepted by the Company if those persons who perform the work receive the same rates of pay and conditions as workers covered by this Agreement.

The Company will consult with the Employees and the Union prior to engaging a Labour Hire worker.

11. ACCREDITATION

All employees shall give full and committed support to the maintenance of ISO 9001 Accreditation.

12. CONTRACT OF EMPLOYMENT

12.1 To become entitled to payment of a weekly wage, an employee must perform such work as the Company shall from time to time require on the days and during the hours usually worked by the class of employee affected and in accordance with the terms of this Agreement.

12.2 The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement; provided that such duties are not designed to promote deskilling.

12.3 The Company may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

12.4 Any direction issued by the Company pursuant to 11.1 and 11.2 of this subclause shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.

12.5 An employee, other than a casual, engaged for the first time shall, for the first three (3) weeks of such engagement, be employed from day to day at the weekly rate fixed by this Agreement.

12.6 Termination of Employment -

12.6.1 Notice of Termination by Company

- (i) In order to terminate the employment of an employee the Company shall give to the employee the following notice:

Period of continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

- (ii) In addition to the notice appearing in subparagraph (i) of 12.6.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice prescribed in subparagraphs (i) and/or (ii) of this paragraph shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iv) For the purposes of this subclause, notice given at or before the commencement of any shift shall commence to run from the beginning of such shift, and notice given after the commencement of a shift shall not begin to run until the commencement of the next succeeding shift.
- (v) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his/her employment not been terminated, shall be used.
- (iv) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

12.6.2 Notice of Termination By Employee

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

If an employee fails to give notice, the Company shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

Provided that where an employee, Company and the Union agree, the employee may be released prior to the expiry of the notice period with payment of wages to the date of termination only.

12.6.3 Time Off During Notice Period

When the Company has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company.

12.6.4 Statement of Employment

The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide the employee with a written statement specifying the period of his/her employment and the classification of or the type of work performed by the employee.

12.6.5 Summary Dismissal

The Company shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only.

12.6.6 Unfair Dismissals

Termination of employment by the Company shall not be harsh, unjust or unreasonable.

For the purposes of this clause, termination of employment shall include terminations with or without notice.

12.6.7 Disputes Settlement Procedures - Unfair Dismissals:

Subject to the provisions of the *Industrial Relations Act 1996*, any dispute or claim arising under 12.6.6 above, should be dealt with in the following manner:

- (1) As soon as is practicable after the dispute or claim has arisen, the employee concerned will take the matter up with his/her

immediate supervisor affording him/her the opportunity to remedy the cause of the dispute or claim.

- (2) Where any such attempt at settlement has failed, or where the dispute or claims are of such a nature that a direct discussion between the employee and his/her immediate supervisor would be inappropriate, the employee shall notify a duly authorised representative of his/her Union who, if he/she considers that there is some substance in the dispute or claim, shall take the matter up with the Company or its representative.
- (3) If the matter is not settled it shall be submitted to the Industrial Relations Commission of New South Wales which shall endeavour to resolve the issue between the parties by conciliation.
- (4) Without prejudice to either party, work should continue in accordance with the Agreement while the matters in dispute are being dealt with in accordance with this paragraph.

13. NOT TO BE USED AS A PRECEDENT

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

14. TRANSMISSION OF BUSINESS

This Agreement shall apply to any successor, assignee or transmittee of all or any of the work.

14.1 Definitions

In this clause:

- (i) "business" includes trade, any work process the performance of which is within the scope of this Award, occupation, undertaking or establishment and includes any part thereof.
- (ii) "transmission" and "transmitted" include transfer, conveyance, contracting out, assignment, or succession, whether by Agreement or by operation of law.
- (iii) "successor" and "transfer of business" have the same meaning as is ascribed to those words by the *Industrial Relations Act 1996*.
- (iv) "acceptable alternative employment" shall mean an offer of employment that provides wages and conditions not inferior to those currently received by the Employee.

- (v) "another party" shall mean the transmittee of the business and shall include a person, an Company, trading corporation or other entity operating within industry.

14.2 Ongoing Employment

Where the Company obtains acceptable alternative employment for the employee, the employee shall not be entitled to redundancy pay.

15. REDUNDANCY

The parties have agreed to a Redundancy Agreement, which is set out in Attachment 2.

16. AVOIDANCE OF INDUSTRIAL DISPUTES

- 16.1** The parties agree that there shall be strict adherence to the following procedures when resolving any industrial disputation or grievances. These procedures will not restrict the Company or a duly authorised official of the Company's organisation or a duly authorised official of the Union making representations to each other.
- 16.2** The Union and the Company shall notify to each other in writing the names and/or titles of duly accredited job representatives.
- 16.3** The accredited Union job representative will be the only person entitled to make representations on behalf of members of his/her Union employed by the Company and the nominated Company's representative will be responsible for dealing with matters raised by the Union job representative.
- 16.4** The accredited Union job representative and Company representative shall make himself or herself available for consultation as required under the procedures.
- 16.5** In the first instance, the accredited Union job representative shall discuss matters affecting the employees he/she represents with the supervisor of those employees.
- 16.6** If the matter is not resolved at this level, the accredited Union job representative should ask for it to be referred to the Company's representative nominated under 15.1.1 above, and the foreman or supervisor shall do so. The Company's representative shall arrange a conference to discuss the matter within 24 hours or such other period as is agreed with the accredited Union job representative.
- 16.7** If the matter is not resolved at the conference convened under 15.2.2 above, the accredited Union job representative shall advise the appropriate local official of the Union of the matter in issue. A conference on the matter will then be arranged, to be attended by such

official or officials and the Union job representative concerned as the Union may decide, and by the designated Company's representative and such other representative of the Company including his/her association as the Company may decide.

- 16.8** If the matter has not been resolved when the procedures referred to above have been availed of, the Company and the Union should enter into consultation about it at a higher level, on the Company and the Union sides, as the parties consider appropriate.
- 16.9** At any stage in the procedures after consultation between the parties has taken place in accordance with the procedures, either party may ask for and be entitled to receive a response to their representations within a reasonable time. If there is undue delay on the part of the other party in responding to representations, the party complaining of the delay may, after giving notice of their intention to do so, take a matter to a higher level in the procedures on their side.
- 16.10** Without prejudice to either party, and except where a bona fide safety issue is involved, work shall continue in accordance with the Agreement while matters in dispute between them are being negotiated in good faith. Where a bona fide safety issue is involved, the Company and the appropriate Safety Authority must be notified concurrently or at least a bona fide attempt made to notify that authority.
- 16.11** At any stage of the procedures, the parties may seek the assistance of a Conciliator, a member of the Industrial Relations Commission of NSW, or some mutually acceptable person.
- 16.12** In the event of a party failing to observe these procedures, the other party may take such steps as are open to him/her to resolve the matter.

17. ANTI DISCRIMINATION

- 17.1** It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 17.2** It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

17.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

17.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal Jurisdiction.

17.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

- (a) Companies and employees may also be subject to Commonwealth Anti-Discrimination Legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects any other Act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

18. NATIONAL STANDARDS

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, sick leave or long service leave.

19. KEY PERFORMANCE INDICATORS

19.1 During the first year of this Agreement, the parties will, in consultation, develop and implement a set of KPI's which is directly linked to the business and operational needs and which is achievable for employees.

19.2 The incentive payment shall be available monthly and shall be calculated using the following table:

Range of Points Achieved	Gross payment per Employee per Month
270 –320	\$150
220 – 269	\$120

19.3 Whilst the incentive will be calculated monthly it will be paid on a quarterly basis.

19.4 The incentive payment scheme shall apply to this Agreement only, and will not automatically be included in future Agreements between the parties.

20. WAGE INCREASES

A 12% wage increase shall be paid to employees covered by this Agreement as follows:

- (a) a 4% wage increase shall be paid from the first full pay period following certification of this Agreement and backdated to the first pay period on or after October 1st 2005.
- (b) a further 4% wage increase shall be paid from the first full pay period to commence on or after October 1st, 2006.
- (c) a further 4% wage increase shall be paid from the first full pay period to commence on or after October 1st, 2007.

21. PAYMENT OF WAGES

21.1 All employees will be paid fortnightly based on 1 week in advance and 1 week in arrears. All wages shall be paid during working hours and shall be paid into the Employees' nominated bank account.

- 21.2.** Each pay day employees shall be provided with a statement showing the following details:
- (i) gross wages;
 - (ii) overtime pay;
 - (iii) incentive bonus;
 - (iv) shift allowance;
 - (v) tax;
 - (vi) total deductions;
 - (vii) net pay.

- 21.3** Except as provided in clause 9, Categories of Employment, of this Agreement, hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

22. DEDUCTION AND REMITTANCE OF UNION MEMBERSHIP FEES

- 22.1** The Company shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:

(a) the employee has authorised the Company to make such reductions in accordance with subclause 20.1.1 herein;

(b) the Union shall advise the Company of the amount to be deducted for each pay period applying at the Company's workplace and any changes to that amount;

(c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee;

and

(d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).

- 22.2** The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the Company to deduct.

- 22.3** Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the Company without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.

- 22.4** Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the Company's election, together with all necessary information to enable

the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:

- (a) where the Company has elected to remit on a weekly or fortnightly basis, the Company shall be entitled to retain up to five per cent of the monies deducted; and;
- (b) where the Company has elected to remit on a monthly or quarterly basis, the Company shall be entitled to retain up to 2.5 per cent of the monies deducted.

22.5 Where an employee has already authorised the deduction of Union membership fees in writing from his/her pay prior to this clause taking effect, the employee will not have to make a fresh authorisation for such deductions to commence or continue.

22.6 The Union shall advise the Company of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any year. Such advice shall be in the form of a schedule of fees. The Union shall give the Company a minimum of two months' notice of any such change.

22.7 An employee may at any time revoke in writing an authorisation to the Company to make payroll deductions of Union membership fees.

22.8 Where an employee who has authorised the Company to make payroll deductions of Union membership fees, resigns his/her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the Company in order for payroll deductions of union membership fees to cease.

23. SUPERANNUATION

23.1 Preamble

23.1.1 The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

23.1.2 Notwithstanding 23.1.1, the following provisions also apply:-

23.1.3 Definitions

23.1.4 For the purposes of this clause:

- 23.1.5(a)** "Ordinary time earnings" shall mean the actual rate of pay an employee receives for ordinary hours of work. This includes the employee's award classification rate, any excess payment, supplementary payment and the following payments when they are made to the employee; any over award payment, tool allowance, laundry allowance, industry/disability allowance, shift loading, leading hand allowance, casual rates for ordinary hours of work.
- 23.1.5(b)** "Superannuation Fund" shall mean either the Labour Union Cooperative Retirement Fund or the Huntsman Superannuation Fund, or any other complying Fund.
- 23.1.5(c)** "Union" shall mean the National Union of Workers

23.2 Contributions

23.2.1 The company shall contribute 10% to the Huntsman Superannuation Fund being the default fund. Should legislation change to allow state award employees to have choice of fund, employees will be able to nominate their choice of fund for company contributions, however in the absence of any choice being made, the Huntsman Superannuation Fund will be the default fund.

23.3 Superannuation Contributions for Employees on workers compensation or accident make up payments.

23.3.1 Where an Employee is receiving workers compensation payments or top up payments or accident make up payments, the Employee will continue to receive superannuation contributions.

23.3.2 Employee contributions

23.3.3 An Employee may make contributions additional to those made by the Company under subclause 22.1.2. To do so the Employee must authorise the Company in writing to pay into the Fund, from the Employee's wages, a specified amount in accordance with the Fund trust deed and rules.

23.3.4 If the Company receives such written authorisation from the Employee, it must commence making payments into the Fund on behalf of the Employee within 14 days of receipt of the authorisation.

23.3.5 An Employee may vary his/her additional contributions by a written authorisation and the Company must alter the additional contributions within 14 days of receipt of the additional contributions within 14 days of receipt of the authorisation.

23.3.6 Additional Employee contributions to the fund requested under this sub-clause shall be expressed in whole dollars.

23.3.7 Cessation of contributions

The obligations of the Company to contribute to the fund in respect of an Employee shall cease on the last day of such Employee's employment with the Company.

24. HOURS

24.1 The ordinary hours of work, subject to the exceptions hereinafter provided, shall be an average of 38 per week to be worked on one of the following bases:

- (i) 38 hours within a work cycle not exceeding seven consecutive days; or
- (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
- (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (iv) 152 hours within a work cycle not exceeding 28 consecutive days.

24.2 The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday.

24.3 The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the Company between 6.00 a.m. and 7.00 p.m. Provided that the spread of hours may be altered by mutual Agreement between the Company and the majority of employees in the plant or section or sections concerned: Provided further that work done prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purposes of this subclause to be part of the ordinary hours of work.

24.4 Where the Company requires an Employee or group of Employees to change the starting and/or finishing times of their ordinary hours of work it will give the Employee or Employees seven days notice.

24.5 The ordinary hours of work prescribed herein shall not exceed ten hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight (8) on any day, the arrangement of hours shall be subject to the Agreement of the Company and the majority of employees in the plant or section or sections concerned and the Union.

24.6 Shift Workers - The Company may work a seven-day shift operation in the establishment or a section of the establishment provided that in changing to such an operation, the Company, the majority of employees in the establishment or section and the Union agree to such change. Provided further where a minority of employees do not wish to work a seven-day shift operation, they may be transferred to alternative work without prejudice to their existing classifications.

Any Disagreement over a proposed transfer shall be dealt with in accordance with clause 13, Disputes Procedure.

24.7 The ordinary hours of 5-day or 7-day shift workers shall average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days or a longer cycle if necessary; provided that, where the Company and the majority of employees agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

24.8 Subject to the following conditions such shift workers shall work at such times as the Company may require. A shift shall consist of not more than 12 hours inclusive of crib time provided that:

- (i) in any arrangement of working hours where the ordinary working hours are to exceed 8 on any shift, the arrangement of hours shall be subject to the Agreement of the Company, the majority of employees and the Union;
- (ii) except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours;
- (iii) 20 minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked;
- (iv) 12-Hour Shifts shall be subject to:
 - (a) Company and employees being guided by occupational health and safety provisions and the A.C.T.U. Code of Conduct on 12-hour shifts;
 - (b) the introduction of proper health and monitoring procedures;
 - (c) suitable rosters being available.

- (v) If the Company were seeking to vary a pre-existing method of working hours by the introduction of 12-hour shifts it shall provide the employees concerned with information regarding the impact that the proposed rostering will have upon the employees' remuneration.

24.9 Non-Continuous Shifts - The ordinary hours of work shall be an average of 38 hours per week to be worked on one of the following bases:

- (i) 38 hours within a period not exceeding seven consecutive days; or
- (ii) 76 hours within a period not exceeding fourteen consecutive days; or
- (iii) 114 hours within a period not exceeding twenty-one consecutive days; or
- (iv) 152 hours within a period not exceeding twenty-eight consecutive days.

24.10 The ordinary hours shall be worked continuously except for meal breaks at the discretion of the Company. An employee shall not be required to work for more than five and one-half hours without a break for a meal. Except at regular changeover of shifts an employee shall not be required to work more than one shift in each twenty-four hours. Provided that the ordinary hours of work prescribed herein shall not exceed 10 hours on any day. Provided further that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the Agreement of the Company and the majority of employees concerned and the Union.

24.11 Rosters - Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

24.12 Variations by Agreement - Subject to 23.5.3 & 23.5.4 of this clause the method of working shifts may in any case be varied by Agreement between the Company and the accredited representative of the Union to suit the circumstances of the establishment.

24.13 The time of commencing and finishing shift, once having been determined may be varied by Agreement between the Company and

the majority of employees concerned to suit the circumstances of the establishment or in the absence of Agreement the matter shall be dealt with in accordance with Clause 15, Disputes Procedure of this Agreement.

24.14 Rostered shifts for shift workers shall not be changed during the currency of a working week unless overtime is paid provided however that rostered shifts may be changed without payment of overtime in the case of sickness or accident or breakdown of plant or equipment.

25. OVERTIME

25.1 Except as hereinafter provided all time worked before or after the employee's starting or finishing times shall be paid for at the rate of time and one-half for the first three (3) hours and double time thereafter.

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

25.3 Requirement to work reasonable overtime

25.3.1 The Company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

25.3.2 They shall not in any way, whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

25.3.3 When allocating overtime work RMAX will give preference to permanent employees over contract casuals. This preference is conditional upon permanent employees being available when required and having the skills to perform the work in a safe and productive manner.

25.3.4 RMAX will make every effort to equitably share the overtime work amongst permanent employees. Again, this is conditional upon permanent employees being available when required and having the skills to perform the work in a safe and productive manner.

25.3.5 RMAX reserves the right not to allocate overtime work to employees who:

- (a) have a consistent record of failing to attend overtime shifts

- (b) who consistently fail to attend work either on the working day immediately preceding the overtime shift or the next working day following the overtime shift
- (c) who have a consistent record of refusing to work overtime when offered

25.4 An employee required to work on a Saturday, Sunday or award holiday shall be provided with three (3) hours' work or paid for three (3) hours at the appropriate rate. Provided that this subclause shall not apply where the work is continuous with work commencing on the previous day or extending into the following day.

25.5 Unless the period of overtime is less than one and one-half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. The Company and employee may agree to any variation of this provision 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 20 minutes.

25.6 Overtime will not be payable in the case of a change of shifts arranged between employees themselves. Such arrangements shall have the approval of the Company and such approval shall not be withheld without good reason.

25.7 **Time off Between Commencing and Finishing;** When overtime worked is necessary it shall be so be arranged that Employees have at least ten (10) consecutive hours off duty between the work of successive days. The Employee, other than a casual, who works so much overtime that a ten (10) hour break is not possible before the commencement of their next days work, shall be released after completion of such overtime until they have had ten (10) hours off duty without loss of pay. If, on the instruction of the Company, such an Employee resumes or continues working without having had such ten (10) consecutive hours off duty, they shall be paid at double time rates until released from duty for such period and they then shall be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. This clause shall not apply to casual Employees.

26. PUBLIC HOLIDAYS & SATURDAY/SUNDAY WORK

26.1 All Employees, excluding casuals, shall be entitled to the following holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas and Boxing Day or any day or days

observed as such and all gazetted Public Holidays observed throughout the State.

- 26.2** Where a public holiday falls on the weekday an Employee is rostered off, the Employee shall be granted an alternate day off in lieu of the public holiday. If the public holiday falls on a Friday or Monday and the Employee's rostered day off is on that Friday or Monday, the day preceding or after the public holiday will be taken as the RDO.
- 26.3** An additional holiday (previously referred to as the "picnic day") to be agreed between the Company and the majority of Employees covered by this Agreement shall be granted.
- 26.4** All time worked on any of the said holidays shall be paid at a rate of double time and one half.
- 26.5** An employee absent as the result of an accident sustained in the course of his/her employment or in the periodic journeying to or from his/her place of employment and who is receiving payment under any *Workers' Compensation Act* shall not be entitled to payment but shall only be entitled to the difference between the payment received for such day under any *Workers Compensation Act* and his/her ordinary wage for the holiday.
- 26.6** Any employee absenting himself/herself from work on any portion of the working day preceding or following a holiday provided for in this clause without a reasonable excuse or without permission from the Company shall not be entitled to payment for such holiday.
- 26.7** Notwithstanding anything to the contrary contained in this Agreement, if the Company shall give to any employee a notice of termination of engagement expiring or taking effect as a dismissal within seven days of the date on which any of the holidays fall or are observed, the Company shall pay the employee so dismissed a day's pay for each such holiday falling or being observed, within seven days of the termination of the engagement unless the engagement is determined by the Company by reason of the misconduct of the employee provided that this subclause shall not apply to any employee who at the date of expiration of such notice shall not have been employed by the Company for at least 80 per cent of the ordinary working time of the three (3) consecutive weeks immediately preceding the expiration of such notice; provided further that when any holiday is observed on a non-working day, the employee concerned shall not be entitled to payment for such holiday.
- 26.8** An employee shall not be entitled to payment in respect of a public holiday if he/she fails to attend for duty on that day after having been

notified by the Company seven days prior to the holiday that he/she was required to work. Notwithstanding the foregoing, an employee may be notified at short notice to work on a holiday in cases of emergency. The foregoing provisions shall not apply to Christmas or Easter holidays.

26.9 Saturday work

All time worked on Saturday shall be paid at a rate of time & one half for the first three (3) hours and double time every hour thereafter. The minimum payment for work performed on a Saturday shall be three (3) hours at the appropriate rate.

26.10 Sunday Work

Any employee who is employed on a Sunday shall for all time worked on that day be paid at the rate of double time, and provided that the minimum payment for work performed on a Sunday shall be three (3) hours; provided that where, by Agreement between the Company and the Union, shifts are rearranged to commence on Sunday instead of Monday ordinary rates shall be paid for Sunday work.

27. BREAKS & REST PERIODS

27.1 Day workers shall be allowed an unpaid meal break of not less than half an hour for a meal on each day of the week, Monday to Friday, provided that the lunch break may be staggered to suit the needs of the business, and may be changed by mutual consent.

27.2 The period during which a meal break shall be taken may be altered by Agreement between the Employee and the Company.

27.3 Shift workers shall be allowed a paid meal break of thirty (30) minutes not later than five (5) hours after commencing work and after resumption of work from a previous meal break.

27.4 Rest Periods

27.4.1 A rest period of 10 minutes shall be allowed to all employees in the first half of each day or shift.

27.4.2 These rest periods will be rostered so that operation continues normally.

27.5 Washing Time

All Employees who are working in the powder plant shall be entitled to ten (10) minutes washing time at the end of each shift or during that shift at an agreed time with their Supervisor.

27.6 Blood Donors

A weekly employee who attends a recognised clinic for the purpose of donating blood during working hours shall (subject to normal manning requirements) be allowed the necessary leave of absence without loss of pay on not more than four occasions in each 12 months: Provided an employee shall not be entitled to payment with respect to time lost in excess of two hours on each occasion. An employee shall notify his/her Company as soon as possible of the time and date upon which he/she is intending to be absent for the purpose of donating blood.

28. ALLOWANCES

28.1 Shift Work Allowances

Afternoon Shift (as defined) - 15%

Night Shift (as defined) - 30%

28.2 First Aid Allowance

(a) The Company shall endeavour to appoint at least one person trained to render first-aid to be in charge of first-aid on each day or shift.

(b) Where the person appointed in accordance with subclause (a) of this clause is employed under the terms of this Agreement the Company shall pay that person an allowance per week of \$8.52 per week.

Provided that an employee appointed to act as first-aid attendant on a relief basis, to cover an absence of one day or more, shall be paid the allowance on a daily basis whilst so acting.

(c) The Company in the State or Territory in which the factory is situated shall be bound by the requirements of State legislation concerning the provisions of a first-aid outfit and such legislation shall be deemed to be part of this Agreement for the purposes of this clause.

28.3 Meal Allowance

An Employee required to work overtime for more than two (2) hours after his/her ordinary ceasing time, without prior notification, shall be paid a meal allowance in lieu of such meal of \$9.65.

28.4 Motor Vehicle Allowance

An employee who uses his/her own motor vehicle on the Company's business shall be paid an allowance of \$0.34 cents per kilometre.

28.5 Leading Hand Allowance

Leading Hands will be paid an allowance as follows:-

- a) In charge of 3-10 employees \$21.70 per week
- b) In charge of 10-20 employees \$32.18 per week
- c) In charge of more than 20 employees \$42.27 per week

28.6 The allowances and expenses contained in this Agreement (except for Shift Allowance which will remain as per the award) shall increase at the same time and by the same percentage increase as any wage increase under this Agreement (set out in clause 19)

29. MIXED FUNCTIONS

29.1 An Employee employed in a higher classification for two hours or more for which a higher rate of pay is provided for herein, shall receive such higher rate of pay for the full day.

29.2 If employed for less than two hours on any day or any such higher classification, he shall receive such higher rate of pay whilst so employed.

29.3 No Employee shall suffer any reduction in wages if temporarily employed on work other than on which he/she is regularly employed and for which a lower rate is provided for herein.

30. SICK LEAVE

30.1 Employees are entitled to (8) eight days sick leave per year.

30.2 Any Employee other than a casual Employee who, having at least three (3) months service with the Company, is absent from duty as a result of personal ill health or accident shall be entitled to five (5) days ordinary pay in the first full year of service, and (8) eight days ordinary pay for every subsequent full year of service to be paid as sick pay. Part-time Employees have a proportional entitlement.

30.3 Payment of sick pay is conditional on such Employee producing or forwarding within forty-eight (48) hours of the commencement of absences exceeding one (1) ordinary working day and absences prior

to or following rostered days off or normal non-working days, Monday to Friday, evidence satisfactory to the Company, that is Doctor's Certificate or Statutory Declaration, that his or her non-attendance was due to personal ill health or accident necessitating such absence.

- 30.4** The Employee shall, wherever practical, inform the Company prior to the commencement of the shift or in any case within the first two (2) ordinary hours of the first day or shift of such absence, of their inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of their absence.
- 30.5** Sick Leave shall accumulate from year to year so that any balance at 31 December of each year shall be allowed in a subsequent year or years without diminution of Sick Leave prescribed in respect of that year.
- 30.6** The payment of any absence on Sick Leave in accordance with this clause during the first three (3) months of employment of an Employee may be withheld by the Company until the Employee completes such three (3) months of employment, at which time the payment shall be made.
- 30.7** The parties agree that employees may elect to have paid out a maximum of five (5) days sick leave per annum as long as that employee had taken no more than three (3) sick days of their full entitlement of eight (8) sick days in a calendar year.
- 30.8** Payment would be made in the last payment prior to Christmas shut down or as otherwise agreed by the parties.

31. PERSONAL/CARER'S LEAVE

31.1 Use of Sick Leave

An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) 32.3, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 31, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

- 31.2** The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave where another person has taken leave to care for the same person.

31.3 The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who is a person that lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married too that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.

31.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

31.5 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a person of a class set out in 31.3(ii) who is ill.

32. BEREAVEMENT LEAVE

- 32.1** An Employee shall be entitled to a maximum of three (3) consecutive days without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the Employee's husband, wife, father, mother, brother, sister, child, step-child, grandparents, grandchildren or parents -in-law. For the purposes of this sub-clause the words "father" and "mother" shall include foster father or mother and step-father or step-mother. For the purpose of this clause the words "wife" and "husband" shall include de facto and/or same sex partners.
- 32.2** Provided further, an Employee shall be entitled to a maximum of three (3) days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an Employee's husband, wife, father or mother and where such Employee travels outside of Australia to attend the funeral.

34. ANNUAL LEAVE

- (a) No employee shall accumulate more than thirty-five (35) days annual leave.
- (b) An employee shall give the employer not less than two (2) weeks notice of their intention to take a period of annual leave.

33.3 ANNUAL LEAVE LOADING

- 33.3.1** When Employees take Annual Leave to which they have an entitlement to, (leave taken in advance is excluded from this sub-clause) they shall be paid an Annual Leave Loading of 17½% based on the ordinary rate of pay they would have received had they not been on Annual Leave. In case of shift workers, they are entitled to the greater of the 17½% or the shift allowance for the period of the Annual Leave.
- 33.3.2** Where leave is taken in advance, then on the anniversary of the person's employment a calculation will be made as in Clause 34.1 above. The difference between this calculation and the rate of pay used to pay the Annual Leave will be paid in the next pay period after the anniversary date.
- 33.3.3** Where the services of a person are terminated by the Company for reasons other than misconduct, any pay-out of outstanding Annual Leave entitlement (excluding that which is accruing) shall be calculated in accordance with Clause 34.1 above.

34. PARENTAL LEAVE

34.1 Subject to the terms of this clause Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

34.2 The provisions of this clause apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees.

34.3 An eligible casual Employee means a casual Employee:

- (a) employed by the Company on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

34.4 For the purposes of this clause, continuous service is work for the Company on a regular and systematic basis (including any period of authorised leave or absence).

34.5 The Company must not fail to re-engage a casual Employee because:

- (a) the Employee or Employee's spouse is pregnant; or
- (b) the Employee is or has been immediately absent on parental leave.

34.6 The rights of the Company in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

34.7 Definitions

34.7.1 For the purpose of this clause child means a child of the Employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

34.7.2 **Spouse** includes a de facto or former spouse.

34.8 Basic entitlement

34.8.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared

basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

34.8.2 Subject to 35.4.1, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

(i) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

(ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

34.8.3 Employees shall be entitled to six (6) weeks paid maternity leave and three (3) days paid paternity leave. The period of paid leave is deducted from the period of the unpaid entitlement set out above. The Employee shall be paid at the rate of their ordinary weekly earnings.

34.9 Maternity leave

34.9.1 An Employee must provide notice to the Company in advance of the expected date of commencement of parental leave. The notice requirements are:

(i) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant) - at least ten weeks;

(ii) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

34.9.2 When the Employee gives notice under 35.5.1(i) the Employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

34.9.3 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

34.9.4 Subject to 35.5.1 and unless agreed otherwise between the Company and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

34.9.5 Where an Employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, an Company may require the Employee to provide a

medical certificate stating that she is fit to work on her normal duties.

34.10 Special maternity leave

(i) Where the pregnancy of an Employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

(ii) Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

(iii) Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

34.10.1 Where leave is granted under 35.5.4, during the period of leave an Employee may return to work at any time, as agreed between the Company and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

34.11 Paternity leave

34.11.1 An Employee will provide to the Company at least ten (10) weeks prior to each proposed period of paternity leave, with:

(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

(c) a statutory declaration stating:

(i) he will take that period of paternity leave to become the primary care-giver of a child;

(ii) particulars of any period of maternity leave sought or taken by his spouse; and

(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

34.11.2 The Employee will not be in breach of 35.6.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

34.12 Adoption leave

34.12.1 The Employee will notify the Company at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.

34.12.2 Before commencing adoption leave, an Employee will provide the Company with a statutory declaration stating:

(i) the Employee is seeking adoption leave to become the primary care-giver of the child;

(ii) particulars of any period of adoption leave sought or taken by the Employee's spouse; and

(iii) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.

34.12.3 An Company may require an Employee to provide confirmation from the appropriate government authority of the placement.

34.12.4 Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify the Company immediately and the Company will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

34.12.5 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

34.12.6 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Company should agree on the length of the unpaid leave. Where Agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is

available to the Employee, the Company may require the Employee to take such leave instead.

34.13 Variation of period of parental leave

Unless agreed otherwise between the Company and Employee, an Employee may apply to their Company to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

34.14 Parental leave and other entitlements

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements that they have accrued subject to the total amount of leave not exceeding 52 weeks.

34.15 Transfer to a safe job

34.15.1 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Company deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

34.15.2 If the transfer to a safe job is not practicable, the Employee may elect, or the Company may require the Employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

34.16 Returning to work after a period of parental leave

34.16.1 An Employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

34.16.2 Subject to sub-clause 35.11.3, an Employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to 36.10, the Employee will be entitled to return to the position they held immediately before such transfer. Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

34.17 PART TIME WORK

34.17.1 Employees responsible for the care of their children, or pregnant women, may request to the Company the opportunity to work part time .

34.17.2 Commencement of part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

34.17.3 Before commencing a period of part-time employment under this clause the Employee and the Company must agree:

(a) that the Employee may work part-time;

(b) upon the hours to be worked by the Employee, the days upon which they will be worked and commencing times for the work;

(c) upon the classification applying to the work to be performed; and

(d) upon the period of part-time employment.

34.17.4 Any termination entitlements payable to an Employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time Employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time Employee on a pro rata basis.

34.18 Replacement Employees

34.18.1 A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

34.18.2 Before the Company engages a replacement Employee the Company must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

35. LONG SERVICE LEAVE

- 35.1** This Long Service Leave clause shall be read in conjunction with the Long Service Leave provisions of the *Long Service Leave Act, 1955* provided that where there is any inconsistency this clause shall take precedence to the extent of any inconsistency.
- 35.2** Long Service Leave shall accumulate at the rate of thirteen weeks leave for every fifteen years of continuous service, and shall be available after ten years continuous service on a pro-rata basis.

36. TRADE UNION TRAINING LEAVE

- 36.1** Elected workplace delegates, with more than six months continuous service, shall be granted leave as required, with pay every calendar year, not cumulative, to attend courses conducted or approved by the Union, which are designed to promote good industrial relations and industrial efficiency within the industry.
- 36.2** The application to the Company must be in writing and include the nature, content and duration of the course to be attended.
- 36.3** The granting of leave pursuant to this clause shall be subject to the Employee or the Union giving not less than twenty-five working days notice of the intention to attend such course, or such lesser period of notice as may be agreed by the Company.
- 36.4** Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- 36.5** Each Employee on leave approved in accordance with this clause, shall be paid at their ordinary weekly rate of pay.
- 36.6** An Employee may be required to satisfy the Company of attendance at the course to qualify for payment of leave.

37. JURY SERVICE

- 37.1** An Employee shall be allowed leave of absence during any period when required to attend for jury service.
- 37.2** During such leave of absence, an Employee shall be paid the difference between the jury service fees received and the Employee's rate of pay as if working.
- 37.3** An Employee shall be required to produce to the Company proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the Company notice of such

requirements as soon as practicable after receiving notification to attend for jury service.

38. ACCIDENT PAY

38.1 The Company shall pay and an employee shall be entitled to receive accident pay in accordance with this clause.

38.2 Definitions - For the purposes of this clause and subject to the terms thereof the words hereunder shall bear the respective definitions set out hereunder:

(a) **"Workers' Compensation Acts" or "Acts"** - *The Workers' Compensation Act* means the *Workers' Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998*, from time to time.

(b) **Injury** - For the purposes of this clause injury shall mean an injury occurring at the place of employment but otherwise shall be given the same meaning and application as applying under the *Workers' Compensation Acts* and no injury occurring at the place of employment shall result in the application of accident pay unless an entitlement exists under the *Acts*.

(c) **"Accident Pay"**
Total Incapacity -

(i) In the case of an employee who is or is deemed to be totally incapacitated within the meaning of the Act means a weekly payment of an amount representing the difference between, the total amount of compensation, including other allowances, paid to the employee during incapacity pursuant to the Act for the week in question and, the total weekly rate and weekly overaward payment, if any, being paid to such employee at the date of the injury, together with or less as the case may be by variation in rates which would have been applicable to the classification of such employee for the week in question if he/she had been performing his/her normal duties providing that in making such calculation any payment for overtime earnings, shift premiums, attendance bonus, fares and travelling time allowances, penalty rates and any other ancillary payments payable by the Company shall not be taken into account but piece or bonus work earnings during ordinary hours shall be taken into account.

Partial Incapacity -

(ii) In the case of an employee partially incapacitated within the meaning of the Acts means a weekly payment of an amount

representing the difference between, the total amount of compensation paid to the employee during incapacity pursuant to the Acts for the week in question together with the average weekly amount he/she is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by a Workers' Compensation Commissioner or as agreed between the parties) and, on the other hand, the total weekly rate and weekly overaward payment if any, being paid to such employee at the date of the injury together with or less as the case may be any variation in rates which would have been applicable to the classification of such employee for the week in question if he/she had been performing his/her normal duties providing that in making such calculation any payment for overtime earnings, shift premiums, attendance bonus, incentive earnings under any system of payment by results, fares and travelling time allowances, penalty rates and any other ancillary payments payable by the Company shall not be taken into account.

The total weekly rate and weekly overaward payment abovementioned shall be the same as that applying for a total incapacity provided that where an employee receives a weekly payment of compensation under the Act and subsequently such payment is reduced pursuant to the Act, such reduction shall not increase the liability of the Company to increase the amount of accident pay in respect of that injury.

Payment for Part of a Week -

(iii) Where an employee receives accident pay and such pay is payable for incapacity for part of a week the amount shall be a direct pro rata.

38.3 Qualifications for Payment - Always subject to the terms of this clause, an employee covered by this Agreement shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by the Company who is liable to pay compensation under the Act, which said liability by the Company for accident pay may be discharged by another person on his/her behalf provided that:

38.3.1 Accident pay shall only be payable to an employee whilst such employee remains in the employment of the Company by whom he/she was employed at the time of the incapacity and then only for such period as he/she receives a weekly payment under the Act: Provided that if an employee on partial incapacity cannot obtain suitable employment from his/her Company but such alternative employment is available with another Company then the relevant amount of accident pay shall still be payable: Provided further that in the case of the

termination by an Company of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where:

- (i) the termination is due to serious and/or wilful misconduct on the part of the employee; or
- (ii) arises from a declaration of liquidation of the company in which case the employee's entitlement shall be determined by the appropriate State legislation.

In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to his/her Company of the continuing payment of weekly workers' compensation payments.

38.3.2 An employee on engagement may be required to declare all workers' compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the Company may require the employee to forfeit his/her entitlement to accident pay under this Agreement.

38.4 Maximum Period of Payment - The maximum period or aggregate of periods of accident pay to be made by the Company shall be a total of 39 weeks for any one injury as defined in 39.2.

38.5 Absences On Other Paid Leave - An employee shall not be entitled to the payment of accident pay in respect of any period of paid annual leave, or long service leave, or for any paid public holiday in accordance with the appropriate Agreement provisions.

38.6 Notice of Injury - An employee upon receiving an injury for which he/she claims to be entitled to receive accident pay shall give notice in writing to the Company and the injury's its manner of happening as soon as practicable after the happening thereof and shall provide in writing all other information as the Company may reasonably require.

38.7 Furnishing of Evidence - An employee who has suffered any injury for which he/she is receiving payment or payments for incapacity in accordance with the provisions of the Acts shall furnish evidence to the Company from time to time as required by the Company of such payment and compliance with this obligation shall be a condition precedent to any entitlement under this clause:

Any employee who is receiving or who has received accident pay in respect of any injury shall if required by the Company or other persons on his/her behalf authorise his/her Company to obtain any information required by the Company concerning such injury or compensation payable in respect thereof from the insurance company that is liable to pay compensation to such employee pursuant to the Acts.

- 38.8 Medical Examination** - Nothing in this clause shall in any way be taken as restricting or removing the Company's rights under the Acts to require the employee to submit himself/herself to examination by a legally qualified medical practitioner, provided and paid by the Company, and if he/she refuses to submit himself/herself to such examination or in any way obstructs the same, his/her right to receive or continue to receive accident pay shall be suspended in like manner as his/her right to compensation is suspended pursuant to the Acts until such examination has taken place.

Where in accordance with the Acts a medical referee gives a certificate as to the condition of the employee and his/her fitness for work or specifies work for which the employee is fit and such work is made available by the Company and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

- 38.9 Redemption of Weekly Payments** - Where there is a redemption of weekly compensation payments by the payment under the Acts of a lump sum the Company's liability to pay accident pay shall cease as from the date of such redemption.

38.10 Civil Damages Claims

- 38.10.1** An employee receiving or who has received accident pay shall advise the Company of any action he/she may institute or any claim he/she may make for damages. Further the employee shall, if required, authorise such Company to obtain information as to the progress of such action or claim from the employee's solicitors and shall if required provide an authority to the Company entitling the Company to a charge upon any money payable pursuant to any verdict or settlement of that injury.
- 38.10.2** Where an employee obtains a verdict for damages against the Company or is paid an amount of money in settlement of any claim for damages that he/she has made against the Company in respect of an injury for which he/she has received accident pay the Company's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages

is not reduced either in whole or part by the amount of accident pay made by the Company the employee immediately upon payment of such verdict or amount in settlement shall pay to his/her Company any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.

- 38.10.3** Where an employee obtains a verdict for damages against a person other than the Company or is paid an amount of money in settlement of any claim for damages that he/she has made against such person in respect of an injury for which he/she has received accident pay the Company's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the Company the employee shall pay to the Company any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.
- 38.10.4** **Insurance Against Liability** - Nothing in this clause shall require the Company to insure against his/her liability for accident pay, nor shall it affect the right of the Company to terminate the employment of the employee.
- 38.10.5** **Variations In Compensation Rates** - Any changes in compensation rates under the Acts shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.
- 38.10.6** **Death of Employee** - All rights to accident pay shall cease on the death of an employee.
- 38.10.7** **Disputes** - In the event of any dispute arising as to the entitlement of an employee to payment of accident pay in accordance with the provisions of this Agreement the matter shall if any party to this Agreement so requires be referred to the conciliation committee.
- 38.10.8** **Safety Regulations** - Without prejudice to the terms of this clause the Union shall use its best endeavours to have its members carry out all statutory and other regulations applicable to the employment of such members and to further carry out any orders relating to the preservation of safety given by or on behalf of the Company or its members.

39. Rostered Days Off

- (a) The parties agree that RDO's will be scheduled by the company in order to meet business needs. The company will provide a firm three (3) months schedule with a further tentative three (3) month schedule. The company reserves the right to alter the schedule with one week's notice in the event of being unable to meet our customer requirements.

The company will also have the right to allocate half the employees on one RDO and the other half on another RDO (ie half the workforce on a Monday and half the workforce on a Friday)

- (b) There will be no accruing of RDO's.
- (c) No RDO will be paid out in lieu of being taken.

40. CONTRACT WORK

During the life of this Agreement, it is not the intention of the company to contract out any jobs or functions currently being performed by NUW members, which would result in their loss of employment. However, should there be a compelling economic advantage or should competitive circumstances change, the company reserves the right to contract out work.

If this should occur, the company will consult with the Union if the need arises for the company to contract out

41. CLOTHING AND EQUIPMENT

All employees will be provided with protective clothing including overalls, glasses and boots, replaceable on a fair wear and tear basis.

42. UNION RECOGNITION & MEMBERSHIP

- 42.1 For the duration of this Agreement, RMAX recognises the National Union of Workers (NSW Branch) as being the Union that shall have exclusive representation of all employees in related classifications who are covered by this Agreement. This exclusive representation will extend to all terms and conditions of employment, where those terms and conditions are subject to this Agreement.
- 42.2 It is the policy of RMAX that all its employees subject to this Agreement shall be given the opportunity to join the National Union of Workers (NSW Branch).
- 42.3 RMAX undertakes, upon authorisation, to deduct union membership dues (as provided for under clause 21), and as levied by the National

Union of Workers (NSW Branch) in accordance with its rules, from the pay of employees who are members of the National Union of Workers (NSW Branch) at the beginning of each month together with all the necessary information to enable reconciliation and crediting of subscriptions to members' accounts.

42.4 All new employees shall be advised of these matters and shall be introduced to the site NUW Delegates upon being accepted for employment.

42.5 Union Delegates

(a) Where an Employee is elected by fellow employees as a Union Delegate and their name is forwarded by the Union to the Company, the said Union Delegates shall be allowed by the Company, such time as necessary to interview Employees and the Company or the Company's representative on matters affecting the Employees whom the Delegate represents.

(b) The elected Union Delegate and Co-delegate shall be released from duty on full pay upon confirmation from the State Secretary of the Union that he/she is required for legitimate Union business off-site.

42.6 Notice Boards

In order to facilitate the operation of this Agreement and/or to ensure its observance, the Company shall permit a Union notice board of reasonable dimensions to be erected in a prominent position in the site so that it will be reasonably accessible to all Employees working under the Agreement.

42.7 Union Meetings

42.7.1 Workers attending Union meetings on site will be granted paid release for up to 2 hours ordinary time annually for these meetings.

42.7.2 Additional on-site meetings

By mutual Agreement between the Company and the Union, additional on-site meetings may be held to consider and discuss matters relating to this Agreement. Except where otherwise agreed, 7 days notice of the meeting will be given to the Company. Satisfactory arrangements are to be made for the maintenance of essential services during the meeting.

43. RIGHT OF ENTRY

In order to facilitate the operation of this Agreement and/or to ensure its observance, an authorised Union representative is entitled to enter at

all reasonable times upon the premises and to interview any Employee, but not so as to interfere unreasonably with the Company's business.

44. COUNSELLING/WARNING PROCEDURE

The parties have agreed to the Rmax Disciplinary Procedure, which is set out in Attachment 3.

45. SIGNATORIES

Signed:



Date:

19-12-05

For and on behalf of Huntsman Chemical Company Australia Pty Limited, trading as RMAX

In the presence of

G. COTTRELL

Date:

Signed:



Date:

19/12/05

For and on behalf of the National Union of Workers (NSW) Branch

In the presence of

D. Belton

Date: 23.1.06

 JENNIFER WATTS
318 No. 5500248

ATTACHMENT 1

KPI	ACTUAL PER CALENDAR MONTH											
	RANGE	POINTS	RANGE	POINTS	RANGE	POINTS	RANGE	POINTS	RANGE	POINTS	RANGE	POINTS
EBIT	<100%	-15	100-104.9%	10	105-109.9%	25	110-115%	45	>115%		80	
ON TIME - IN FULL	<96%	-10	96-96.9%	0	97-97.9%	10	98-99%	25	>99%		40	
BLOCK MOULD YEILD	<113	-10	113-113.9%	0	114-115.9%	10	116-117%	20	>117%		30	
CUTTING YEILD	<75%	-10	75-77.9%	0	78-79.9%	10	80-85%	20	>85%		30	
SHAPE MOULDING YEILD	<114%	-10	114-115.9%	0	116-117.9%	10	118-120%	20	>120%		30	
INJURIES (Medical Treatment & Lost Time)	>3	-40	3	-30	2	0	1	20	0		40	
NO MISTAKES (Credit Notes)	<97.5%	-15	97.5-97.9%	0	98-98.4%	15	98.5-99%	30	>99%		40	
PAID SICK DAYS(w/o Doctors Certificate)	>7	-40	6-7	-20	4-5	0	2-3	20	<2		30	
TOTAL POINTS		-140		-40		80		200			320	

ATTACHMENT 2 – REDUNDANCY AGREEMENT

1. Scope of Agreement

This Agreement is part of the RMAX NSW Certified Agreement, 2005, between RMAX at 27 Chifley Street, Smithfield, and the National Union of Workers, NSW Branch.

2. Definitions

2.1 Notice:

The period of time given to the employees in order to terminate employment.

2.2 Redundancy:

Refers to a situation where the Company has decided that one or more jobs are no longer required due to market forces, economic circumstances, technological change or Company restructuring.

2.3 Retrenchment Pay:

Payments made to an employee terminated due to Redundancy.

3. Notice

Employees will be entitled to four weeks notice of retrenchment. In addition, employees over 45 years of age at the time of being given notice will be entitled to an additional week's notice. Payment in lieu of notice shall be made if the appropriate notice period is not given.

4. Retrenchment Pay

Four (4) weeks pay for each year of continuous service with a maximum payment of 52 weeks, with pro-rata payment for each completed month during the final year of service.

A payment in excess of 52 weeks will be made only under the following circumstance:

As at 1 October 1999 an employee who had an accrual greater than 52 weeks (based on the rate of 4 weeks per year of service) will have this accrual preserved, but will cease to accrue any further redundancy entitlements.

The maximum amount that will be preserved, as at this date and payable will be 90 weeks, regardless of weeks accrued.

5. Annual Leave

Employees will be entitled to the payment of any outstanding Annual Leave in accordance with the Annual Leave Act. 17½% loading will be paid on all accrued annual leave.

6. Sick Leave Entitlement

Accrued sick leave up to 20 days will be paid out on redundancy.

7. Long Service Leave

Will be paid to employees with more than three years service, on a pro-rata basis.

8. Itemised Statement of Payment

Employees will be entitled to an itemised statement of payments on the day redundancy is effective. In addition, as soon as possible after the employee has been advised of their redundancy they will be provided with an estimate of their redundancy payment.

9. Certificate of Service

Employees will be entitled to a Certificate of Service on the day the redundancy is effective. This certificate will state the reason for termination, job classification and skills and length of service.

10. Superannuation

An employee who becomes redundant in accordance with this Agreement shall receive all Superannuation entitlements in accordance with the Superannuation Trust Deed to which the employee was a member and in accordance with *the Superannuation Guarantee Act*.

11. Time Off for Job Interviews

The Company will allow up to sixteen (16) hours off for employees, once notified of retrenchment, to attend job interviews. Provided that this period does not exceed four (4) hours on each occasion and that reasonable notice is given to the Company and proof of attendance of such interviews is provided.

12. Financial Advice

The Company will allow employees who take the redundancy package up to 4 hours paid leave to seek financial advice.

13. Employee Assistance

Retrenched employees will be provided by the Company with professional outplacement assistance and counselling in order to assist them in gaining suitable re-employment as soon as possible.

The option to undertake outplacement assistance is voluntary and will be at times suitable to the Company in order to maintain the Company's operations.

14. Re-Engagement

- (a) An employee who is made redundant and is subsequently re-employed by the Company within six (6) months of having been made redundant, shall maintain continuity of employment except for that period for which the employee was absent. The period of absence will not be included as part of any calculations.
- (b) Sub-clause 14(a) will not apply unless all monies paid to the said employee at the time of termination is repaid in full to the Company at the time of re-engagement.

- (c) A previously redundant employee who is engaged by the Company after six months from when he/she terminated shall not have continuity of service granted.

15. Selection of Employees

It is the aim of the Company and accepted by the Unions that the continued operation of the business is of primary concern. It is clear that the business must have the best possible work force to ensure it is viable and can offer continued employment opportunities.

The Company will call for volunteers by section or department.

After assessment of the numbers and classifications of those people who volunteer, the Company reserves the right to refuse voluntary redundancy where the skills or experience of the employee is necessary to maintain the Company's future commercial viability.

If there are insufficient volunteers and there is a need to retrench employees, the primary factor to be considered shall be the skills required to maintain the Company's future viability.

ATTACHMENT 3

Incorporating and Barnes Plastics

HUMAN RESOURCES

SUBJECT:

DISCIPLINARY PROCEDURE

REVISION:

DATE:

June 2001

REASON FOR REVISION:

Initial Issue

1. Purpose

A disciplinary procedure will reinforce to employees the importance of a code of conduct and will provide the means by which employees whose conduct falls short of that required by the code, can be encouraged to improve.

2. Policy

The purpose of RMAX's disciplinary procedure is to ensure the safe and effective operation of the business and the fair treatment of individual employees. To ensure fair treatment, the following procedure should be followed.

3. Procedure

3.1 Informal Warnings

Minor breaches of company discipline, such as minor misconduct, failure to maintain job performance standards and poor timekeeping will result in a verbal warning given by the employee's immediate supervisor/manager. A note of this warning will be made in the employee's personnel file.

Where there is a more serious breach of company discipline or more serious misconduct, formal disciplinary action will be taken.

Formal disciplinary action may also be taken against an employee who has previously received an informal warning and who fails to improve and/or maintain improved conduct or job performance.

3.2 Formal Warnings

The procedure for formal warnings will be as follows:-

A disciplinary interview conducted by the immediate supervisor/manager will be held. The employee may be accompanied at the interview by another employee of the company or by the shop steward.

At the interview the employee:

- a) will be informed of the nature of the complaint

- b) will be informed of any evidence that exists
- c) may present his/her explanation of the matter.

At the close of the interview, if it is decided that disciplinary action should be taken, the employee will be told of the decision to take that action and will be given a letter, which confirms the action. The verbal advice of the decision and the written confirmation will state:

Details of the misconduct, poor performance or other matter that occasioned the formal warning.

Details of the action considered necessary to remedy the situation, such as the precise standard of performance or behaviour expected and of any review period and/or extra training necessary.

That any further misconduct, or the expiration of the review period without significant and sustained improvement in performance or behaviour, will result in either a further disciplinary interview or confirmed final warning or dismissal. If a further final warning or disciplinary interview are necessary and remain unheeded, dismissal will result.

The final decision to dismiss can only be taken by the Senior Manager after consultation with Human Resource Services. Before taking the decision to dismiss, the Senior Manager will interview the employee concerned and will also be satisfied that there are no mitigating circumstances.

3.3 Suspension

At any stage of the disciplinary procedure the employee may be suspended with pay whilst the circumstances of a complaint are being investigated.

3.4 Appeals

At any stage of the disciplinary procedure the employee may appeal either orally or in writing against any disciplinary action taken. The appeal should be made to the Human Resources Manager and should be made within 48 hours of the disciplinary action being taken.

3.5 Dismissals

Please refer to the Company's procedure on Dismissals.

**ATTACHMENT 4 –
DRAFT CLASSIFICATION STRUCTURE
(FOR DISCUSSION)**

CLASSIFICATIONS

- Level 1** First 3 months in industry.
Undertakes induction training.
Performs basic tasks under direct supervision.
- Level 2** Performs any of the following tasks under direct supervision:
- * Packing
Ability to move and stack blocks (not using a forklift)
 - * Productivity
Maintain satisfactory output
 - * Granulate
Ability to granulate correctly

RECORDS

- * Maintain Simple Records with care
- * Material
Select correct material.
- * Fabrication
Ability to perform basic fabrication duties.

SHAPE MOULDING/ PREFOAMING

- * Shape Moulding
Knowledge of ON/OFF procedures
Knowledge of Emergency OFF procedures
- * Start Up/Shutdown
Ability to start up/ shutdown the following plant in a safe manner:
 - * Boiler
 - * Accumulators
 - * Air Compressors
 - * Cooling Tower
- * Productivity
Maintain standard cycle times and production rates.

- * Pack and Mark Correctly
Knowledge of drying and packing procedures

- * Provide basic quality control assistance

Level 3 All General Plant duties plus any of the following tasks under routine supervision.

- * Have knowledge of stocktaking procedures
- * Have basic understanding of quality requirements
- * Ability to rectify minor breakdowns.
- * Operate saws

- * Operating Machines
Operate Hot Wire Cutting machines
Operate cavity cutter
Operate matrix-cubing machine
Pack and move finished goods

- * Machine Set Up
Set up wires and gangs
Set up cavity cutter
Replace saw blades

- * Minimise Wastage
Cut multiple tickets with minimum wastage.

- * Maintain Tolerance
Ability to measure accurately.
Ability to cut accurately

SHAPE MOULDING

- * Ability to run two or more EPS/ EPP machines or a combination of machines and part packing
- * Ability to diagnose and correct faults in manufacture, can be product or machine related.
Maintain acceptable surface finish
Maintain quality

- * Operate Foil Machine

- * Perform Basic Process Testing

- * Prefoam

Ability to maintain adequate stocks of prefoam for correct ageing
Ability to select correct raw materials for each job requirement

Ability to prefoam two expanders simultaneously and record results on SPC chart
Ability to diagnose and correct faults in manufacture, can be product or machine related. If problem outside capability enlist assistance from other personnel.

*** Record Daily Production Figures**

Understand all requirements of Product Specification forms
Accurately record production details on SPC charts, or order paper work for cutting.

FORK LIFT

*** Experience**

Must have valid Forklift License
Good understanding of forklift safety requirements.

*** Storage/Handling**

Ability to safely and neatly store all products in designated areas.
Ability to safely load/unload trucks using the forklift

*** Paperwork**

Ability to read and understand Production orders and Delivery dockets.
Ability to accurately record required details on delivery paperwork.

*** Receiving**

Ability to unload, inspect, and verify correct type/ quantity of received goods.
Ability to store received goods neatly in designated areas and complete required paperwork.

*** Stock take**

Ability to carry out monthly stocktake accurately.

Level 4

All General Plant skills plus any of the following tasks:

ALL

*** Testing of products**

*** Multi-Skilling**

Ability to undertake Level 2 and 3 duties in both Shape Moulding and Prefoaming aspects.

*** Ability to competently troubleshoot equipment or product problems on own or other machines to the level where a tradesperson is not required.**

* Forklift

An employee who performs one or more of the tasks listed at Level 3 in addition to forklift operations.

* Operating Computer Machines (Wintech)

Operate computer machine

Ability to cut simple and complex tasks with minimum waste

Ability to switch ON/OFF correctly

Ability to set up machine

Ability to create drawings

Ability to change cutting mode

Ability to complete all aspects of programming

Rectify minor breakdowns

* Shape Moulding/Prefoaming

* Set Up and Regulate Machines

Ability to set up and regulate all machines to achieve and maintain minimum cycle time and maximum quality

* Ability to competently troubleshoot equipment or product problems on own or other machines to the level where a tradesperson is not required.

Level 5

* Ability to supervise up to 10 employees.

* Tradesperson, or person performing trade duties as specified in the award.

* Fabrication Ability to fabricate from plans or sketches.