

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/116

TITLE: Ashland Pacific Pty Ltd Enterprise Agreement

I.R.C. NO: 99/1043

DATE APPROVED/COMMENCEMENT: 19 March 1999

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA 95/121.

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 42

COVERAGE/DESCRIPTION OF

EMPLOYEES: All employees engaged in the manufacture, warehousing and distribution of chemical products at SirThomas Mitchell Road, Chester Hill

PARTIES: Ashland Pacific Pty Ltd -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch



ENTERPRISE AGREEMENT

BETWEEN



THE AUSTRALIAN LIQUOR, HOSPITALITY AND

MISCELLANEOUS WORKERS UNION

NEW SOUTH WALES BRANCH

AND

ASHLAND PACIFIC PTY. LTD.

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APPENDICES

1. Skills Modules



ENTERPRISE AGREEMENT

A. TITLE

This agreement shall be known as the Ashland Pacific Pty. Ltd. enterprise agreement.

B. PARTIES TO THE AGREEMENT

An enterprise agreement, made pursuant to the Industrial Relations Act, 1991 in accordance with the provisions of sections 115 - 142 of the said Act, entered into between Ashland Pacific Pty. Ltd. of Sir Thomas Mitchell Road, Chester Hill of the one part and the Australian Liquor, Hospitality and Miscellaneous Workers Union New South Wales Branch of the other part representing employees engaged in the manufacture, warehousing and distribution of chemical products.

C. INTENTION

The agreement shall only apply to employees in the occupation/trades identified, situated at Sir Thomas Mitchell Road, Chester Hill.

D. DURESS

This agreement was not entered into under duress by any party to it.

E. INCIDENCE

This agreement shall regulate in full the terms and conditions of employment previously regulated by Ashland Pacific Pty. Ltd. Enterprise Agreement which was made pursuant to the provisions of sections 115 - 142 of the Act.

F. TERM

This agreement shall operate from the date of registration and shall remain in force for a period of 1 year unless varied or terminated earlier by the provisions provided by the Act.

G. PURPOSE OF THE AGREEMENT

1. Basis

This agreement defines the terms and conditions of a new relationship between the parties which includes increased consultation and employee participation in decisions, and more flexible work practices. The changes in management style and in work practices are being made to increase productivity and thereby improve the company's ability to compete.

The parties recognise that mutual benefits will come from an efficient and highly competitive operation. They are aiming to achieve increased productivity for the company and better jobs for the employees through:

- a) a better use of skills;
- b) an emphasis on customer satisfaction;
- c) eliminating demarcation
- d) reducing downtime; and
- e) emphasising continuous quality improvement.



G. 2. Company Philosophy

Ashland Pacific enters this agreement recognising that to remain competitive it must provide a level of customer satisfaction that is superior to that provided by its local and overseas competitors. It also recognises that superior customer satisfaction can only be achieved co-operatively, with all employees using their skills in a common aim.

To achieve the common aim of customer satisfaction, the company is introducing the concepts and the methods of Total Quality Management (TQM) which include:

- recognition of the employee as the expert on his/her job;
- the need for continuous improvement;
- the need for process control; and
- the use of team problem solving methods.

3. Framework Terms & Conditions

3.1 Wage Increases

Wage increases and productivity payments provided in this agreement will only be made if real, measured improvements and work practice changes have been achieved and continued co-operation in developing improvement in productivity and work practices are assured, except in the case of CPI increases which may be handed down by the Australian Industrial Relations Commission pursuant to National Wage Case decisions.

3.2 Productivity Improvements

Improvements in productivity and work practices envisaged by this agreement will include, but are not limited to the following:

- a) Re-organisation of work to a skills-based and bonus-based structure;
- b) Elimination of productivity impairments due to demarcations;
- c) Full and active participation in programs of continuous improvement including Total Quality Management (TQM), International Best Practice and Benchmarking etc.
- d) Establishment of standards and measures aimed at improving performance including;
 - i. Productivity
 - ii. Recovery
 - iii. Safety
 - iv. Other appropriate measures



G. 4. Team Work

All employees will be required to work in teams when teams are organised.

The purpose of the work teams will be to organise the way that work is carried out and to continuously improve the quality of the products and the quality of service to customers.

Work teams will receive training in the skills needed to make team decisions and will have authority to decide and act, and will be expected to decide and act in matters including but not limited to :

- . Maintaining safety and housekeeping.
- . Measuring quality.
- . Selecting work methods.
- . Assigning daily tasks.
- . Working with internal customers and suppliers.
- . Implementing process improvements.
- . Addressing concerns about quality.
- . Setting operational goals.
- . Performing routine maintenance.

H. TERMS AND CONDITIONS OF EMPLOYMENT

1. Contract of Employment

1.1 Basis

Employment shall be on a weekly basis. All employees are engaged on the basis that, with one week's written notice, they may be required to work shifts.

1.2 Probationary Employment

Each new employee shall serve a probationary period of 3 months with an assessment being carried out by the team and management in the sixth and twelfth weeks of probation. During the probationary period employment may be terminated by either party by giving 24 hour's notice.

Management will make the final decision on all employment matters.

1.3 Flexibility

Employees will perform all work within their skill and competence including work which is peripheral or incidental to their main task or function. Further, it is agreed that there will be no demarcation other than that arising from individual levels of skill.

1.4 Skills Training

Employees shall participate in the Company's skills training program and shall provide instruction and/or training to other employees as required.

1.5 No Demarcation Barriers

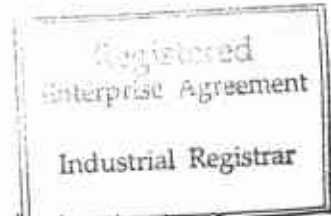
There shall be no restriction or demarcation which prevents qualified employees carrying out work within their capability, or restricts employees being taught new skills and tasks.

1.6 Performance At Work

Employees shall:

- (a) Perform such work as the Company may from time to time reasonably require;
- (b) Observe Company directions to carry out such duties and use such tools and equipment as may be required, provided that such work is within the limits of the person's skill, competence and training;





- (c) Work with other team members to achieve high standards of quality and productivity.
- (d) Be required to work reasonable overtime;
- (e) Comply with all regulations determined by the Company or as prescribed by Government legislation and regulation: Such regulations cover but are not restricted to areas such as safety, environmental protection and discrimination.
- (f) Use all protective clothing and equipment provided as required;
- (g) Observe all Company rules, regulations and policies.
- (h) Behave in a manner in keeping with community standards and expectations.

Failure to perform in any of these areas will be grounds for termination, subject to grievance procedure provided herein.

1.7 Crewing

All crewing will be workload based and previous practices that served to restrict or inhibit the ability of the operation to improve performance or flexibility between jobs or across departments shall no longer operate.

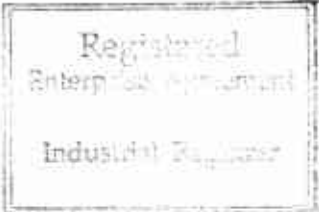
All crewing will be defined by the requirements of the workload on each shift. Workloads will be determined by management based on product mix, capacity and customer requirements.

1.8 Annual Medicals

All employees shall be required to undergo a medical check-up before commencement, and annually thereafter. Such a medical check-up is compulsory condition of employment.

Such examination shall be with a doctor selected by the Company. All expenses of the examination will be borne by the Company.

Medical information will be maintained in strictest confidence and will be used to provide guidance on health and safety programmes and actions.



H. 2. Termination

2.1 Notice

Except for summary dismissal termination of employment shall require one week's notice by either party.

2.2 Summary Dismissal

The Company has the right to dismiss any employee for serious misconduct, neglect or refusal of duty in which case the employee shall be paid up to the time of dismissal only.

2.3 Abandonment Of Employment

Any employee who is absent from work for a continuous period of three working days without notification to the Company shall be deemed to have abandoned employment.

2.4 Statement of Service

Upon request the company will provide a statement of service stating date of commencement, date of termination, type of work and level achieved.

I. DEFINITIONS, WAGES, ALLOWANCES

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1. Definitions

Plant operator is an employee who works in the chemical plant as part of an operating team.

Operating team is a group of employees who work together to operate the total manufacturing unit in accordance with strict specifications and reaction conditions. Operating teams are responsible for organising and controlling work on their respective shifts to produce quality products within specified times.

Batchweigher is an employee engaged in the weighing out and dispensing of raw materials prior to processing and other duties related thereto.

Weekly employee is an employee who is employed by the week and paid by the week.

Casual employee is an employee other than a weekly employee who is paid by the hour but does not include any employee working an average of 38 ordinary hours per week.

Shift worker is an employee working one (1), two (2), three (3) or four (4) shifts systems but not including permanent day shift. A shift worker is required to work 8 hour shifts from 6 am to 2 pm, 2 pm to 10 pm or 10 pm to 6 am depending on what shift the person is rostered on.

Night shift is a shift finishing after midnight and at or before 8.00 am.

Base Rate is the base rate of pay for a skill level. This is given to emphasise the gains made to an individual by gaining higher skills.

Weekly Rate is the rate of pay for a level. This rate is divided by 38 to give the hourly rate.



I. 2. Classifications

The agreed classification structure reflects the Company's needs for added flexibility, improved productivity and increased efficiency.

Employees at all levels will accept responsibility for the accuracy, reliability and quality of their work.

2.1 Basis

The new structure is based on skills and Competency Based Training and Assessment. (CBT&A).

2.2 Progression

An employee's progression through the skills structure will be limited only by his/her will to progress or ability to carry out the skills acquired or ability to attain higher level skills. There will be no restriction on the number of operators permitted to learn the skills at any level of competency.

2.3 Description Of Classifications

The classifications are defined as follows:

2.3.1 Trainee Operator:

A new starter who has met employment criteria. This employee is employed on probation for up to 3 months to allow full assessment of his/her ability by the team and management. The aim in this position is to achieve competency and progress to Level 1 as quickly as possible.

His/her training and work experience will occur across the range of workplace skills and activities and will include:

- General induction
- Detailed induction modules
- Level 1 skills

1. 2. 2.3.2 Operator Level 1:

An employee, who, within the job responsibility

- works under general direction
- is responsible for the quality of his or her work, and
- has minimal decision making authority

Typical tasks include but are not limited to

- Operating equipment used to load and unload materials
- Operating GAF
- Rosin preparation
- Bagging
- Filling Out

Typical qualification includes a forklift ticket.

2.3.3 Operator Level 2:

An employee, who, within job responsibility

- Works under moderate direction
- Is responsible for the quality of his or her work
- Has decision making authority within operational guidelines

Typical tasks include but are not limited to:

- Operating corewash
- Operating blend tanks
- Operating filtration
- Drum filling



I. 2. 2.3.4 Operator Level 3:

An employee, who, within job responsibility

- works under moderate direction
- is responsible for the quality of his or her work
- has decision making authority within operational Guidelines

Typical tasks include but are not limited to:

- Operating kettles
- Charging thinning tanks
- Basic in-process testing
- XY plotting

Typical qualification includes a Boiler Certificate.

2.3.5 Operator Level 3A:

An intermediate level between Levels 3 & 4.

An Employee who has demonstrated competency in all Entry, Level 1, Level 2 and Level 3 skills.

2.3.6 Operator Level 4:

An employee, who, within the job responsibility

- Works under minimal direction
- Is responsible for quality of his or her work
- Has a high level of decision making authority

Typical tasks include but are not limited to:

- All utility operation
- Advanced in-process testing
- Tank adjustments
- Batch scaling

2.3.7 Operator Level 2A, Fitters and Warehouse Personnel:

A description of responsibilities will be developed during the life of this agreement.



I. 3. Records and Payment of Wages

3.1 Times And Wages Record

The company shall keep time and wages records in accordance with State and Federal Legislative requirements.

3.2 Payment

Wages shall be paid weekly by Electronic Funds Transfer into a maximum of 3 nominated accounts held with any bank, building society or credit union.

3.3 Pay Period

The pay period shall be from 10 pm Tuesday to 10 pm the following Tuesday with all wages due and payable to be paid in full on the following Thursday, except for overtime worked after 6 am on the following Tuesday. Note that Tuesday will be paid in advance due to the time limitations of preparing the payroll.

Funds will be transferred to the nominated accounts by 2 pm Thursday.

In the event that transfer does not occur, then the company will make all efforts to contact affected employees, advise them of difficulties and ask if alternative arrangements are to be made.

Alternative arrangements could be payment by cash cheque or cash and reimbursement for travelling expenses at the rate of \$0.50 per kilometre. Waiting time will not be payable.



I. 4. Rates of Pay

4.1 Weekly wage rates

The following weekly rates of pay shall apply.

	<u>Base Rate</u>	<u>Hourly Rate</u>
Trainee Operator	491.15	12.93
Operator Level 1	537.93	14.16
Operator Level 2	554.33	14.59
Operator Level 3	571.88	15.05
Operator Level 3A	589.42	15.51
Operator Level 4	632.64	16.65

4.2 No Extra Claims

The parties agree that the wage rates, allowances and other employee benefits described in this document are complete for the duration of this agreement. No claims will be made to increase wage rates, allowances or benefits during the life of this agreement.



I. 5. Allowances

5.1 Shift

While working rotating shifts (day, night, afternoon) with regular weekly changes, shift allowance will be paid at the rate of 15% for all shifts.

If an employee works two or more weeks of nightshift consecutively the shift allowance for the second (and successive) week shall be 30%.

5.2 Meals

Where an employee is required to work overtime in excess of one and a half hours on any day or shift without such overtime being rostered, a meal allowance of \$5.60 shall be payable.

Rostering shall be carried out by means of posting a roster showing overtime to be worked in the following week. This overtime roster shall be posted no later than 10 pm on the preceding Thursday.

Team members will decide on the individuals to work the overtime rostered. When an employee cannot meet his arrangement for overtime, his fellow team members will organise a replacement without the need for payment of a meal allowance.

Any employee required to work four or more hours overtime without notice as above shall be paid the further sum of \$5.60.

In the case of Saturdays under a 5 day operation, a double meal money will be payable. In the case of Saturdays under a 6 day operation, meal money will not be payable.

Meal allowances for anyone working 4 hours (unrostered) on Friday afternoon shift followed by 8 hours Friday night shift to receive 2 full meal allowances.

5.3 First Aid

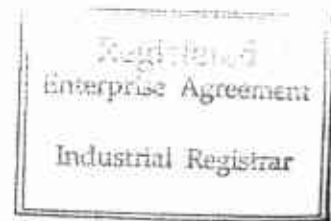
An employee, as selected by the Company who has a First Aid certificate will be paid a flat rate weekly allowance of \$9.10.

5.4 Workplace Assessor

An employee, as selected by the Company, who is an accredited assessor, will be paid a flat rate weekly allowance of \$5.00.

5.5 Instructor

An employee, as selected by the Company, who is an accredited instructor for new equipment, will be paid a flat rate weekly allowance of \$5.00.



6. Superannuation

Entitlement

Ashland Pacific Pty. Ltd. will meet all requirements of the Superannuation Guarantee Levy (SGL).

For the purposes of the Ashland Pacific Pty. Ltd. Employees Superannuation Plan, the employee's salary shall be taken as the multiple of 52 and the individual employee's base rate.

Shift allowances will be part of the salary for superannuation purposes.

7. Attendance Bonus

An employee who has not been absent for a whole or part day of one week is entitled to a bonus of \$10 for that week. This amount will increase by \$5 per week for every week the employee is not absent until a maximum bonus of \$30 per week is achieved. In the event a part of whole day's absence occurs the bonus will revert to zero for that week and the employee is required to recommence at \$10 after a full week at work.

For the purpose of this bonus the definition of absence will not include annual and long service leave, RDO's bereavement leave or absence due to injury at work. These forms of absence will result in zero bonus for every week the employee is not at work for more than two consecutive working days but on return to work the employee's bonus will return to the pre-absence quantity.

J. HOURS OF WORK

1. Hours of Work

Stop / Start time

Attendance Bonus



1.1 Ordinary Hours

The average ordinary working hours of employees shall be fixed by agreement between the employer and the employees but shall not exceed an average of 38 hours per week over a four week period.

For payroll and associated purposes, 38 hours shall be used as the divisor.

1.2 Five Day Operation

Under a 5 day operation, a 40 hour week may be worked with 2 hours accruing each week worked. There will thus be an entitlement for employees to take a paid leave day - a Rostered Day Off (RDO) - for each 4 weeks worked.

Employees will not accrue a credit for any absence from work other than public holidays, paid sick leave or bereavement leave.

An employee shall be entitled to no more than 12 paid RDO's in any 12 months of consecutive employment.

1.3 Determination of RDO's

- An RDO will not be allowed on the first shift of the week, ie. Sun N/S (or Mon N/S if the Monday is a holiday).
- An employee will be allowed to take 10 RDO's per year on a flexible basis while 2 will be fixed by the company after consulting the employees.
- After having accrued the time off they are to be taken as single days with a maximum of 2 days in any month.
- Under normal circumstances a minimum of 1 week notice is to be given before RDO can be taken. The request is to be in written form such as for sick days.
- Only one operator up to level 2 and one operator of level 3 or higher will be allowed off per shift.



1.4 Six Day Operation

Within 12 months of the implementation of this agreement, an arrangement is to be reached between the Company and the employees to implement, if required by the needs of customers, a six-day work week. To do so a range of options shall be considered.

1.5 Roster

Shifts shall be rostered so as to provide for weekly changes of shifts unless otherwise agreed.

1.6 Notice Of Change

Two full working day's notice shall be given of changes to the work schedule. Failure to provide the required notice shall entitle the employee to a penalty payment of 50% of the applicable ordinary rate for those ordinary hours which are subject to the change within the required notice period.

1.7 Swapping Shifts

Employees may swap shifts by private arrangement between each other provided that:

- Both employees obtain their team leader's prior approval.
- The Company incurs no extra costs (e.g., the 30% loading would not be payable in such a circumstance.)

J. 2. Overtime

2.1 Entitlements

All time worked in excess of ordinary hours shall be paid for as overtime and shall be deemed to be worked at the end of ordinary time.

2.2. Payment

All overtime on each ordinary day shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

2.3 Weekends

Under a 5 day operation all time worked on Saturday shall be payable at the rate of time and a half for the first two hours and double time thereafter.

The rates for working Saturday under a 6 day operation shall be decided during the negotiation of the agreement to work a six-day work week.

All time worked on Sundays shall be payable at the rate of double time and a half.

2.4 Public Holidays

All time worked on Public Holidays (as listed in Clause K 2.1) shall be payable at the rate of double time and a half unless otherwise agreed.

2.5 RDO's

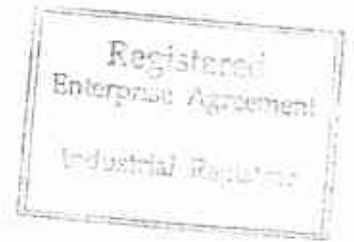
Where an employee works on his/her RDO he/she shall be paid at:

- Time and one half for so working and receive a day's pay in lieu of the RDO, or
- Ordinary rates for so working and receive an RDO in lieu.

2.6 Overtime Breaks

An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times shall be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of the Company, such an employee resumes or continues work he/she shall be paid at overtime rates until the ten hours has elapsed.



2.7 Private Arrangements for Overtime

Private arrangements made between employees to work part of another employee's shift will not incur overtime.

2.8 Call Back

An employee called back to the workplace after leaving shall be paid a minimum of 4 hours pay plus shift allowance.

J. 3. Meal Breaks

3.1 Allowance

Shift workers shall be allowed not less than thirty minutes each shift as a paid meal break.

3.2 Day Workers

Day workers will be allowed not less than 30 minutes or more than 60 minutes as an unpaid meal break.

3.3 Timing

The timing of the meal break will take into account the operational requirements of the business.

Work teams will arrange and control meal breaks to allow each employee adequate breaks while maintaining production performance.

Provided that an employee shall be entitled to take a meal break after 5 hours of work, except with the consent of the employee, which shall not be unreasonably withheld in the case of an emergency.



K. LEAVE

1. Annual Leave

1.1 Basis

Refer to Annual Holidays Act, 1944.

1.2 Loading

A loading of 17.5 percent is to apply to annual leave pay. This loading is to be added to the shift allowance.

1.3 Taking of Annual Leave

The taking of annual leave is to reflect the customers' requirements for production as follows:

- A 3 week shutdown starting on or as close as practicable to Christmas Eve.
- A second shutdown in the quieter period (April - August). Such a shutdown could be a partial shutdown.
- Partial shutdowns as required.

The form and timing of these will be decided by agreement between the employees and the Company. Such agreement will be reached in the last quarter of the preceding year.

2. Public Holidays

2.1 Entitlement

Unless otherwise agreed, all employees shall be entitled to be off duty for the following public holidays without loss of pay:

New Year's Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Queen's Birthday
Eight Hour Day
Christmas Day
Boxing Day

Or any other day gazetted or proclaimed as a public holiday for the district in which the employee is employed.

2.2 Picnic Day

A Picnic Day, on a day decided by agreement between the employees and the Company, will also be observed as a public holiday.

2.3 Payment of Allowances

Public holidays shall be recognised as normal working days for the payment of allowances.

2.4 Agreement To Move Public Holidays

When a public holiday occurs mid week, a public holiday can be moved to the Friday or Monday so as to be nearby a weekend allowing more efficient production and a more favourable break for employees, on the condition that a majority of employees agree with the change and on the alternative day the holiday will be observed.

Such moving of holidays will not incur extra cost to the Company (i.e., no penalties will be allowable on the day so worked).

K. 3. Sick Leave

3.1 Entitlement

An employee who has more than three month's continuous service and who is absent from work on account of personal illness or on account of injury by accident other than for where a workers' compensation claim has been made shall be entitled to leave of absence without deduction of ordinary pay, including shift allowance up to seventy-six (76) hours per calendar year.

In their first calendar year of employment, following the first three months service employees will be entitled to pro-rata sick leave from their starting date.

When an employee is absent up to five days or one week on account of sickness in the first year of employment and has not accumulated sufficient hours to meet that absence, he or she shall be paid for those hours from any balance remaining at the anniversary of employment.

3.2 Proof Of Illness

Where an employee claims sick leave the Company will require the employee to produce a doctor's certificate, statutory declaration or other satisfactory proof of illness, except in respect of five (5) single day absences, provided such absences do not occur on the day before or after a public holiday.

3.3 Notifying Absence

Employees will inform the Company as early as possible but not less than one hour before the commencement of work of a personal inability to attend for duty and as far as practicable the estimated duration of absence. Except where it is not practicable to so notify and at the discretion of the Company, an employee who fails to notify in advance will lose claim to sick leave for the whole of such absence.

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3.4 Accumulation

Sick leave entitlements shall continue to accumulate from year to year so that employees have additional cover for the event of long illness.

3.5 Cashing In

The established practice whereby employees elect to be paid unused entitlement for the year at the end of each year will continue.

At termination, employees with five or more years of service, will be entitled to an amount for good attendance. This payment shall not exceed the value of accumulated untaken sick leave, calculated at the normal rate of pay at termination.

3.6 Special Sick Leave

An additional 38 hours per year (which will become cumulative) will be available for long term hospitalisation or recuperation after long term illness. It is not to be cashed in and if not taken will accumulate and be paid out in the event an employee is made redundant.

3.7 Guidelines for Special Sick Leave

- Employee must use up all normal sick leave.
- If an illness is of a duration of greater than 5 working days and all normal sick leave has been taken, the employee must apply in writing for special sick leave. Accompanying the application is to be a doctors certificate.
- The application form is to be approved by the Plant Manager.
- Pay will be at normal sick leave rates for the duration of the accumulated special sick leave.
- If the application is rejected the employee has the option of having the case heard by the ECC members. If it cannot be resolved the decision will rest with the company.

3.8 Absenteeism Control Measures

The Company will be entitled to review sick leave records of employees with a view to taking action on those whose record of attendance gives cause for concern. Action by the Company can include:



- Interviews
- Warnings
- Termination



K. 4. **Long Service Leave**

4.1 **Entitlement**

In addition to the provisions of the Long Service Leave Act, 1955, as amended, the Company will pay the value of public holidays which fall within the long service leave period in addition to the ordinary leave taken. Such payment shall be at the ordinary time rate prescribed by this agreement for the employee's classification.

Pursuant to the abovementioned Act, long service leave shall be taken as follows:

"in one continuous period or, if the worker and the employer so agree, in the following separate periods and not otherwise:

- (i) where the amount of the leave is 2 months, in two separate periods;
- (ii) where the amount of leave exceeds 2 months and does not exceed nineteen and one-half weeks, in two or three separate periods;
- (iii) where the amount of leave exceeds nineteen and one half weeks, in two, three or four separate periods."

An employee who normally performs shift work will be entitled to the equivalent of shift allowance while on long service leave. This will not apply to any long service accrued prior to 1991.

5. **Parental Leave**

Refer to Industrial Relations Act, 1996 Division 3 of Part 2, Chapter 2.



K. 6. Bereavement Leave

6.1 Entitlement

An employee shall, on the death of a wife, husband, father, mother, brother, sister, parents-in-law, grandparents, grandchildren, child or step-child, be entitled to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of any pay or penalties for a period not exceeding the number of hours worked by the employee in two ordinary days' work.

For the purpose of this clause, the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.

6.2 Not In Conjunction With Other Leave

Bereavement leave shall not be granted if it occurs whilst an employee is already on any other form of paid leave.

6.3 Notice

Such notice, as is reasonable in the circumstances, shall be given by the employee to the Company prior to the commencement of bereavement leave, and proof of such death shall be furnished by the employee to the satisfaction of the Company.

7. Jury Service

7.1 Entitlement

An employee shall be allowed leave of absence during any period when required to attend for jury service.

7.2 Payment

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.

7.3 Proof

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.



L. **SKILL DEVELOPMENT, EDUCATION AND TRAINING**

1. **Skills Levels**

1.1 **Levels**

There shall be 6 skill levels as shown in the Classifications in Clause I. 2.3.

These are:

- Trainee Operator
- Operator Level 1
- Operator Level 2
- Operator Level 3
- Operator Level 3A
- Operator Level 4

1.2 **Skills**

Each level consists of a number (general 10 to 15) of skills. The skills within each level are listed in Appendix 1. Each skill is described by a skill module which provides full details on what is required within this module.

There will be no restrictions on how many operators can learn the skills at any level of competency.

1.3 **New Modules**

Given both the changing nature of business and the changing needs of customers it is expected that new skills will be required within each of the existing skill levels.

Any new skills will be discussed by the Enterprise Consultative Committee (ECC) before they are introduced and the ECC will decide at what level the new skills should be introduced.

Employees will be allowed upto three months (except in the case of extenuating circumstances) to demonstrate competence in any new skills introduced provided that appropriate training is available and provided by the employer.



L. 2 **Skills, Training and Education**

2.1 **Training Program**

The company has an ongoing commitment to the training and development of its employees. Effective as from the date of this agreement, progression through the job classification structure will be dependent upon measure of knowledge, skill and competence.

All team members will be required to undertake training during the life of this agreement where competency standards have not yet been met.

2.2 **Program Design**

It is accepted by the parties that the design and implementation of the formal training program must be both planned and structured to meet the operational needs of the Enterprise.

2.3 **Program Content**

It is the responsibility of the company to ensure that:

- Operating standards and measures are established for all current work.
- Training modules are developed to facilitate the transition to the skill based structure.
- Methods of accreditation and appropriate administration structures are provided.

It is the joint responsibility of employees and the company to ensure that operating standards are met.



L. 3. Skills Assessment

3.1 Basis

The basis of skills assessment shall be Competency Based Training and Assessment (CBT&A). Being competent means that an employee is able to perform a task, under specified conditions, to precise standards.

3.2 Performance Criteria

Performance criteria are precise, measurable standards that must be met for an employee to be deemed competent.

The company will develop performance and assessment criteria for all skills. All performance and assessment criteria will be approved by the ECC.

3.3 Assessment

Assessment shall be carried out by peers, preferably on alternative shifts (i.e., fellow team members/ employees) to the published assessment criteria. Such peers must be acknowledged experts in the skill and be accredited workplace assessors.

In the event of the unavailability of suitably qualified peer assessors, assessment will be carried out by other technically qualified assessors.

Accreditation as a workplace assessor is gained by attending a company endorsed workplace assessor training program and by proving competency as an assessor.

Potential workplace assessors shall be selected by the company based on criteria such as work/task competence, interpersonal skills, commitment, fairness, respect for confidentiality, organisational skills and administrative skills.

If an employee disagrees with an assessment, a new assessment may be arranged through the ECC.

The ECC will be the final arbiter in disputes about assessments.

3.4 Training - Skills Audit

Any employee and/or the Company may from time to time carry out an assessment audit of the particular employee's individual skills competency based upon the accepted accreditation procedures set down in the training program.



M. COMPANY POLICY AND PROCEDURES

1. Customer Service and dispute resolution

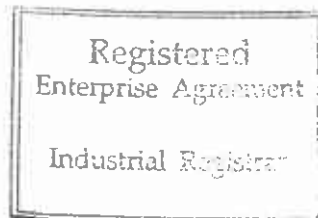
1. The parties agree that a primary function of the company and all its employees is satisfying customers' requirements.
2. In recognition of the importance of satisfying customers' requirements the parties agree that any disputes that occur will be resolved without the loss of production and without the loss of wages, whilst being resolved status quo will remain.
3. Issues affecting employees will be resolved speedily and effectively through discussion between the employee/s and management. Where appropriate matters can be referred to the Enterprise Consultative Committee (ECC).
4. If a matter is unresolved after the action in subclause 3 the employee and the union organiser will confer with the management to resolve it.
5. The parties are committed to resolving all issues within the above stages, however, if the matter cannot be resolved in this way the matter will be referred to the Industrial Relations Commission for decision which will be binding on the Parties.
6. Normal work will continue while any of the above procedures is being followed.

Registered
Enterprise Agreement
Industrial Registrar

M. COMPANY POLICY & PROCEDURES

2. Confidentiality of Information

1. The parties acknowledge that confidentiality of information is essential to maintaining mutual trust.
2. The company will ensure that all information about its employees is maintained as confidential. Employees involved in coaching or payroll activities will have access only to information that is necessary to meet their respective responsibilities.
3. Employees will have access on request to records and files that relate personally to them.
4. No comment that is critical of an employee's attitude or behaviour will be maintained on record without the employee first being informed of the comment and the reason for it being recorded.
5. Third party access to employee information will be restricted to the following:
 - a) Access where there is a legitimate need to know to assist employee relations.
 - b) Access to which the employee has given consent.
 - c) Access which is legally authorised.
 - d) Emergency access to protect the employee or the company's business interests.
6. Employees are required to maintain confidential all information about the company's work processes, management decisions and forward plans that they obtain in the course of their employment. These matters must be kept confidential not only during the employee's term of employment, but also after employment with the company is ended.



M. COMPANY POLICY & PROCEDURES

3. Enterprise Consultative Committee

The Enterprise Consultative Committee (ECC) will operate according to the rules of its constitution.

The ECC is a primary instrument for improving understanding between the company and employees. It will be consulted and will have input to decisions about:

- . Improvements in productivity.
- . Work methods.
- . Training and competencies.
- . Changes in technology.
- . Any work related issues.

In particular the ECC will be expected to take the lead in plans for restructuring, work re-organisation and flexible work arrangements.



M. COMPANY POLICY & PROCEDURES

4. Employee Development

1. The company will provide opportunities for all employees to develop to their maximum potential. This will be achieved by providing instruction and coaching.
2. Instruction will be provided for employees in the skills required for each of the Operator skill levels 1 to 4.
3. Coaching will be provided for each employee in the skills required to work as a team. These include:
 - a) Communication
 - b) Creativity
 - c) Decision making
 - d) Participative leadership
 - e) Planning and organising
4. An individual employee development plan will be developed with each employee and discussed and reviewed by the employee and his/her team leader on a regular basis.

5. Continuous Improvement

To achieve world competitiveness team members will be involved in continuous improvement activities. Active participation and active implementation of the changes required are necessary.

6. Demarcations

No demarcations exist which restrict team members from performing all tasks within the plant that a team member is capable and available to do.

N. REDUNDANCY

1. SCOPE OF AGREEMENT

This Agreement is made between Ashland Pacific Pty. Ltd., The Federated Miscellaneous Workers Union of Australia, New South Wales Branch and the Automotive, Metals & Engineering Union.

2. INTENTION OF AGREEMENT

- (a) The fundamental intent of this Agreement is to ensure continued employment with the Company. Maximum effort will be placed on training and redeployment as an alternative to cash payments.
- (b) Cash payments on termination will be made only when the circumstances of termination are such that a redundancy situation exists as defined in this Agreement.
- (c) Employees transferring to other positions will be paid the appropriate rates for such positions.
- (d) The company undertakes to genuinely investigate all opportunities of alternative employment outside the Company's establishment.

3. DEFINITIONS

- (a) "Redundancy" is defined as termination of employment where the whole or main reason for termination is that the Company's need for employees to do work of a particular kind has diminished or ceased, but it shall not include or apply to termination of employment in the following circumstances:
 - (i) Termination on account of malingering, inefficiency, neglect of duty or misconduct.
 - (ii) Any case where employment with the Company terminates but further employment with another employer other than outside contractors in the same classification and at the same establishment is immediately available to the employee.
 - (iii) Any case where the employee has refused an offer of alternative employment as defined in Clause 6 of this Agreement.
 - (iv) Any case where Government action forces closure of the business or sections of the business and Government compensation to the individual is equal to or greater than that provided in this Agreement.
- (b) A week's pay shall be the sum of the rate per week (as defined in I 4.1) and any increments payable (as defined in I 5) of this Agreement.



4. NOTICE OF TERMINATION

Whilst every effort will be made to inform employees as early as practicable of impending redundancy, the redundant employee shall be given 6 weeks formal written notice of termination. At this time, employees will receive an estimate of Redundancy Payments due if termination were to occur.

5. PAYMENT IN LIEU OF NOTICE

- (a) If the company fails to give notice in full as above, it shall pay the employee at the defined wage rate for a period equal to the difference between the period stipulated and the period of the notice given, provided that this shall be not more than six weeks pay at the defined wage rate.
- (b) Subject to the right of the Company to retain sufficient employees to maintain operations and services, any redundant employee who has an opportunity of obtaining suitable alternative employment outside the service of the Company after he/she has been given the appropriate minimum notice of termination, may be entitled to accept such employment without loss of severance payments.
- (c) Employees who at the discretion of the Company are required to remain on the job until the closure of plants or sections will be guaranteed a minimum of six weeks work or pay in lieu if their services are not required for the full six weeks.

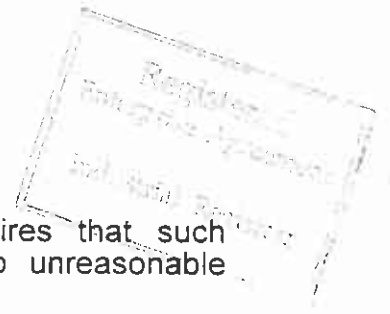
6. ALTERNATIVE EMPLOYMENT

- (a) "Alternative Employment" means employment in the same establishment or in any other Ashland Pacific Pty. Ltd. establishment or in any other Associated Companies establishment and includes any period of undergoing training for a new position.
- (b) "Alternative Employment" in this context requires that such employment is comparable to the previous employment category.

Whether or not an alternate employment position is 'comparable' will be determined jointly by the employee and his or her union (if appropriate) and the Company; subject to clause 2(a) of this Agreement.

The following examples have been agreed as not constituting comparable alternative employment:

- Permanent day work to permanent shift work.
- Trade level job to a job generally agreed as less than a trade level job.
- Transfer from permanent shift work to permanent day work where such transfer is to another site.



- (c) "Alternative Employment" in this context requires that such employment does not subject the employee to unreasonable geographic disadvantage.

Whether or not an alternative employment position does or does not subject an employee to unreasonable geographic disadvantage will be determined jointly by the employee and his or her union (if appropriate) and the Company, subject to clause 2(a) of this Agreement.

Issues to be considered will include:

- The employee's home address.
 - The usual mode of transport.
 - Any increase in time and distance of travelling to work.
- (d) Where the defined wage rate for the new position is less than that which prevailed for the previously held position, an ex-gratia payment will be made in compensation. The payment will be calculated by taking the weekly differential amount and multiplying it by 26.
 - (e) Where an employee moves from a position attracting a shift loading to a position that attracts a lesser shift loading or no shift loading, an ex-gratia payment will be made in compensation. The payment will be calculated by taking the weekly differential amount and multiplying it by 26.
 - (f) Where an employee accepts a transfer in a case where clause 3(a) (iii) does not apply, the parties will be covered by the redundancy agreement if within twelve weeks of the transfer:
 - (i) The employee does not wish to continue with his/her employment and leaves the service of the Company; or
 - (ii) The Company decides that the employee is not suited to the job to which he/she was transferred, and no other alternative employment which is acceptable to the parties can be found.

7. SELECTION FOR REDUNDANCY

Should the need for redundancy arise, it is difficult to foresee what the exact circumstances would be. However, the company, after due consideration, shall retain the right to nominate particular job classifications/positions as being redundant.

Having established this position and all other things being equal, the company shall retain in each classification, persons of capacity and experience over persons lacking capacity and experience. After this process has been exhausted, the principle of last on/first off will be observed.



8. ASSISTANCE TO REDUNDANT EMPLOYEES

- (a) The parties will assist in every way possible the placement outside the Company of all redundant employees for whom alternative work within the Company is not available, but will not be responsible for finding such employment.
- (b) A redundant employee who is working out notice shall be entitled to reasonable opportunities for paid time off to attend pre-arranged interviews for alternative employment on the basis of prior local arrangement with his/her supervisor.
- (c) The Company will advise relevant Government agencies when a redundancy situation exists as defined by this Agreement and, where appropriate, arrange visits to the site of appropriate agency officers to counsel redundant employees.
- (d) The Company will further arrange for redundant employees to be referred to independent financial advisors.
- (e) Reasonable time will also be available for Union officials/representatives to discuss issues with employees.

9. REDUNDANCY PAYMENTS ON TERMINATION

The Company shall make the following payments to redundant employees not later than the date of termination:

- (a) 8 week's pay for the first year of service and 4 week's pay for every year after calculated to completed quarter years.
- (b) Long Service Leave shall be paid out on a pro-rata basis for all employees with 5 completed years of service.
- (c) Any unused special sick leave as per K 3.6

No employee shall receive more than would have been earned had the employee been employed to his or her normal retirement date.

10. DISPUTE RESOLUTION

Any dispute arising from matters contained in or intended to be addressed by this Agreement shall be pursued without industrial action taking place.

Such disputes shall be resolved in the following fashion, as swiftly as circumstances permit:

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- (a) Discussions shall firstly be between the delegate and the Company.
- (b) If unresolved discussions shall then be between the State Branch of the Union and the Company.
- (c) If unresolved discussions shall then be between the Federal Office of the Union and the Company.
- (d) If unresolved any party may refer the matter to the Industrial Commission of NSW for determination.
- (e) At any and all stages of this process, an employee may be accompanied or represented by an accredited officer of the Union.

APPENDIX 1 TO ENTERPRISE AGREEMENT

SKILLS MODULES



Trainee / Entry

- E.1 Induction / Orientation
- E.2 Basic TQM
- E.3 Basic SQC / SPC
- E.4 Sampling
- E.5 Waste Minimisation / Management
- E.6 Pumps and Valves
- E.7 Static Electricity Earthing
- E.8 Plant Layout/Storage

APPENDIX 1 TO ENTERPRISE AGREEMENT

SKILLS MODULES

(Change Skills are denoted by *)



Level 1

- 1.1 Operate Forklift
- 1.2 Receive/Rack Stores and General Yard Duties
- 1.3 Assemble/Despatch Goods
- 1.4 Pallet Control
- 1.5 Stores Housekeeping
- 1.6 * Rosin Preparation
- 1.7 * Fill Out
- 1.8 * GAF Operation
- 1.9 * Bagging
- 1.10 * Tank Dipping



SIGNATURES

Signed for and on behalf of)
Ashland Pacific Pty. Ltd.)
on 5/3/99)
date

John Dascal
Plant manager
Name and occupation

in the presence of:

W. E. Law
ENGINEER
Name and occupation

Signed for and on behalf of)
The Australian Liquor,)
Hospitality and Miscellaneous)
Workers Union)
New South Wales Branch)
on 9th March 1999)
date

J. R. ...
Executive Vice President
Name and occupation N.S.W.

in the presence of:

W. E. Law
SECRETARY
Name and occupation

WILMA LAW
Justice of the Peace
Reg. No. 9204224
442 Avoca Drive
Green Point NSW 2251