

ENTERPRISE AGREEMENT

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ORIGINAL

ENTERPRISE AGREEMENT

FOSROC CHEMFIX - NOWRA

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Schedules

- 1 Job Description*
- 2 Job Evaluation Results 5.4.1993*
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[Clause 1] PARTIES TO THIS AGREEMENT

This enterprise agreement made in pursuance of The N.S.W. Industrial Relations Act 1991, in accordance with the provisions of sections 115–142 of the said Act, entered into on 31st May 1993 between Fosroc Chemfix, 102 Albatross Road, Nowra of the one part and The Works Committee on behalf of the employees of Fosroc Chemfix at Nowra with the following occupations/trades of the other part.

- * Clerical
- * Metal Trades including apprentices
- * Warehouse personnel
- * Production personnel
- * Laboratory, Development & Quality Control personnel

[Clause 2] STATEMENTS OF UNDERSTANDING

(a) Title of Agreement

This agreement shall be known as the Fosroc Chemfix Enterprise Agreement.

(b) Intention

This agreement shall only apply to employees in the occupations/trades identified, situated at Fosroc, Chemfix site(s) at Nowra.

(c) Duress

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

(d) Incidence

The agreement shall regulate totally the terms and conditions of employment previously regulated by the following State Awards:-

- * Storeman & Packers General (State)
- * Clerks (State)
- * Metal & Engineering Industry (State)
- * Chemical Workers (State)

(e) Term

This agreement shall operate from the date of registration and shall remain in force for a period of two (2) years unless varied or terminated earlier by the provisions provided by the Act (Refer Section 124).

(f) No Further Claims

The parties to this Enterprise Agreement will not seek to vary the terms and conditions herein during its currency, except to remove ambiguity or uncertainty. such variation shall be in accordance with Section 125 & 134 of The Act.

[Clause 3] BASIS OF THE AGREEMENT

- I. The parties to this Enterprise Agreement are committed to co-operating positively to increase the efficiency and competitiveness of the company and to enhance the career opportunities and job security of employees.
- II. Discussions will continue with a view to reaching further agreement on employees performing a wider range of tasks, removal of demarcation barriers and additional training.
- III. Employees agree to perform work which is incidental or peripheral to their main tasks or functions and is within the scope of their skills and competence.
- IV. Employees agree to comply with all reasonable requests to perform any work provided by this agreement.
- V. Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to them.
- VI. The parties will use a co-operative approach to all matters that affect employees and Fosroc Chemfix.

[Clause 4] COMPANY'S BUSINESS OBJECTIVES

The company has identified certain key objectives, which underpin our future growth and prosperity:—

- (i) TO MAINTAIN OUR LEADING POSITION AS THE PREMIER SUPPLIER OF CONSUMABLE STRATA CONTROL CHEMICALS IN AUSTRALIA & NEW ZEALAND.
- (ii) TO BE THE MOST EFFICIENT MANUFACTURING UNIT IN THE MINING DIVISION WHILST GROWING OUR TECHNICAL SUPERIORITY.
- (iii) TO WORK WITH OUR CUSTOMERS, EARNING THEIR RESPECT AND RIGHT TO SUPPLY PRODUCTS THAT ENSURE THEIR VIABILITY & COMPETITIVE POTENTIAL.

The extent to which we grow and prosper will in part depend upon people's positive contribution, a factor the company will be actively seeking.

[Clause 5] CONTRACT OF EMPLOYMENT

(a) Tenure of Employment - Weekly & Part-Time Employees

- i) Employment for the first four weeks of continuous service shall be from day to day at a proportion of the weekly rate fixed.
- ii) After the first four weeks continuous service, employment shall be by the week and may be terminated by a week's notice on either side or by the payment or forfeiture of one week's pay in lieu of notice, as the case may be.

(b) Terms of Engagement

- i) All employees shall be employed either on a weekly, part-time or casual basis.
- ii) The company shall inform each employee as to the terms of his/her engagement, whether he/she is a weekly, part-time or casual employee and their jobs grouping, within the first week of commencement.

(c) Termination of Employment

- i) The Company may dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases, pay shall be paid up to the time of dismissal only.
- ii) Each employee on termination of his/her employment shall on request be given a statement in writing stating the positions held by the employee and the length of service.

(d) Abandonment of Employment

The absence of an employee from work for a continuous period exceeding three working days without the consent of the Company and without notification to the Company, shall be prima-facie evidence that the employee has abandoned his/her employment. Provided that during the second day of absence the Company will contact the employee by phone or telegram to determine the reason for their absence from work.

(e) Standing Down of Employees

The Company shall not be required to pay for any time an employee cannot be usefully employed because of any strike or through any breakdown in machinery, or any stoppage of work through any cause for which the Company cannot be reasonably held responsible. Provided that where such stand-down provisions are not permitted by an award that previously regulated employment, the company must apply to the Industrial Relations Commission for a stand-down order pursuant to Section 231 of The NSW Industrial Relations Act.









[Clause 6] **HOURS OF WORK**

- (i) The ordinary hours of work exclusive of meal breaks shall not exceed 38 hours per week and shall be worked between the hours of 6.00 am and 6.00 pm Monday to Friday inclusive.
- (ii) The ordinary hours of work may be worked up to ten hours in any one day subject to agreement between the company and a majority of employees concerned.
- (iii) Starting and finishing times may be varied by agreement between the parties.
- (iv) An employee is expected to be at their work station to commence work at their normal starting time.
- (v) Employees arriving late for work without prior agreement or a reasonable excuse shall have the actual late time deducted from their pay.

[Clause 7] PART-TIME EMPLOYEES (additional information)

- (i) A part-time employee means a person who is employed to work regular days and hours which are less than the days and hours worked by a full time employee.
- (ii) Unless specifically excluded within this agreement a part-time employee is entitled, on a pro-rata basis, to the same terms and conditions of employment as a full time employee i.e. annual leave, annual leave loading, jury service, bereavement leave, maternity, paternity and adoption leave and stated public holidays - provided that they would normally work that day.
- (iii) Subject to Clause 11-3, part-time employees shall be paid at an hourly rate equal to the appropriate minimum weekly rate shown against the job group level, divided by 38.
- (iv) Overtime is calculated once a person works in excess of the hours fixed under the contract of employment.

[Clause 8] CASUAL EMPLOYEES (additional information)

- (i) A casual employee is a person engaged by the hour to work less than the normal weekly hours of work.
- (ii) Subject to Clause 11-3, casual employees shall be paid at an hourly rate equal to the appropriate minimum weekly rate shown against the job group level, divided by 38 hours.
- (iii) A casual employee shall be paid a 15 per cent loading in addition to their normal hourly base rate to compensate them for the non-payment of sick leave, public holidays, annual leave loading. In addition a 1/12 loading will be added to the hourly rate as payment for annual leave.
- (iv) A casual can be terminated by an hours notice provided that a casual who is dismissed without notice for malingering, inefficiency, neglect of duty or misconduct will be paid up to the time of dismissal only.
- (v) A casual whose normal hours of work on any one day are reduced through no fault of theirs, shall be paid for the hours originally rostered.

[Clause 9] JOB CLASSIFICATION

- (i) Each job will have a job description that sets out the tasks required to be performed by the jobs incumbent. Employees will be issued with a job description pertaining to the job they are performing at the time. (Refer Schedule One "Fosroc Chemfix Job Descriptions").
- (ii) The parties have adopted a hierachial structure of eight (8) job group levels, through a process of job evaluation.
- (iii) Each job group level contains jobs that the parties have concluded are of similar value and worth and further have established a hierachial structure based on perceived relativity one to the others. (Refer Schedule Two "Job Evaluation – Fosroc/Chemfix Enterprise Agreement, Grouping of Jobs dated 5.4.1993").
- (iv) All new positions must be evaluated jointly by the parties and then agreement reached as to their fit within the hierarchy.
- (v) Each employee will be advised as to what group level their job fits within the hierachial structure.

[Clause 10] PROGRESSION WITHIN THE HIERARCHIAL STRUCTURE

- (i) Progression from one job to another, be it:
- (a) within the same job group level or
 - (b) to the next highest job group level
- will be subject to the following:-
- (a) the employee is performing all aspects of their current job competently.
 - (b) they have acquired the skills to perform their next job
- (ii) Progression therefore is based on acquisition of skills that will allow the employee to perform the work at a competent level.
- (iii) In the six months following the registration of this agreement the parties will identify and agree upon a set of job performance criteria, that will then be used to determine if a person is performing their job competently.
- (iv) Upon transfer or promotion to a new job, the employee will have a three month probationary period in which to indicate they have the ability to perform all the tasks required. Full support will be provided by the company during this period.
- (v) If during the probationary period, and following discussion between the individual and their manager, it is deemed that the individual is unlikely to perform satisfactorily at this level, they should be transferred back to their previous position.

This does not preclude the employee from seeking promotion or transfer in the future.

[Clause 11] RATES OF PAY

- (i) Minimum and maximum rates of pay have to be established for each job group level within the hierachial structure in accordance with Schedule 3 "Rates of Pay".

In respect to Job Group levels 7 & 8, employees appointed to these levels shall be paid not less than the maximum rate of pay as shown from time to time for level 6.

- (ii) Employees promoted from one job group to the next highest shall during their probationary period retain their existing rate of pay. On confirmation they shall be paid not less than the minimum rate of pay shown against that job group.

- (iii) Actual rates of pay shall not be less than the appropriate award rate.

- (iv) During the life of this agreement, the minimum and maximum wage ranges shown in schedule 3 "Rates of pay" will only be varied in accordance with the outcome of negotiations outlined in Clause 15-C.

- (v) The employees actual rate of pay shall be used to calculate overtime, sick, annual and long service leave, annual leave loading and superannuation contributions.

- (vi) In respect of apprentice rates of pay, they shall be a percentage of the minimum rate of pay for the job group level of the maintenance fitter as follows:-

Year 1 = 42%
Year 2 = 55%
Year 3 = 75%
Year 4 = 88%

Paul John

[Signature]

[Signature]

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[Clause 12] PAYMENT OF WAGES

- (i) Pays shall be paid weekly.
- (ii) All authorised overtime worked shall be paid in the next pay.
- (iii) On termination an employee shall be paid all monies owing. Such monies shall be paid during his/her working hours on the day of termination or posted by pre-paid registered post to the employee on the next working day, provided that an employee may elect to return and collect any monies outstanding on the next working day.
- (iv) All hourly rates will be calculated by dividing the appropriate weekly rate by 38.

[Clause 13] TOOL ALLOWANCE

- (i) Trades persons required to provide their own work tools shall be paid an allowance of \$9.00 per week.
- (ii) Apprentices required to provide their own work tools shall be paid an allowance based on the following percentages of the amount shown (i) above:
 - 1st Year = 42% = \$3.80 per week
 - 2nd Year = 55% = \$5.00 per week
 - 3rd Year = 75% = \$6.80 per week
 - 4th Year = 88% = \$7.90 per week
- (iii) Trades persons and apprentices shall replace and pay for any tools supplied by the Company if lost or damaged through their own negligence.

[Clause 14] MIXED FUNCTIONS

(a) Lower Grade Duties

No person shall suffer any reduction in pay if temporarily employed on work other than on which they are regularly employed.

[Clause 15] ADJUSTMENTS IN RATES OF PAY

- (i) During the life of this agreement the adjustments to rate of pay will be made as follows:-
- (a) The first increase will be paid upon registration of this enterprise agreement.
 - (b) The second increase will be paid on 1/1/94 subject to agreement being reached on the introduction of a continuous improvement program including establishing an objective measurement criteria.
 - (c) A future increase will be negotiated effective 1/1/1995 subject to the following:-
 - * achievement of the efficiency improvements outlined in 1(b) above
 - * the capacity of the company to pay in light of its profitability and viability
 - * prevailing economic circumstances and market conditions.

[Clause 16] ANNUAL LEAVE

- (i) See Annual Holidays Act, 1944 as amended.
- (ii) Leave in advance of full entitlement can be approved but only in emergency or extreme circumstances. In any case, only the leave to which the person is entitled to would be advanced.
- (iii) All untaken leave will be paid on termination.
- (iv) Except on termination no payment will be made or accepted in lieu of Annual Leave.

[Clause 17] ANNUAL LEAVE LOADING

- (i) When an employee takes annual leave to which they have an entitlement to, (leave taken in advance is excluded from this sub-clause) they shall be paid on the basis of their average earnings over the previous 12 months or a loading of 17½% calculated on their current rate of pay whichever the highest.
- (ii) Where leave is taken in advance, then on the anniversary of the persons employment a calculation will be made as in (i) 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.
- (iii) 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 sub-clause 1.
- (iv) Leave loading is not paid on resignation.

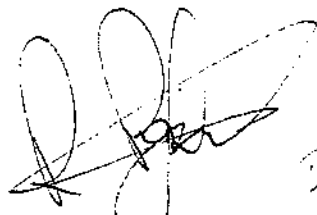
[Clause 18] LONG SERVICE LEAVE

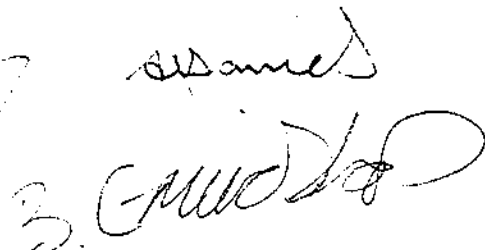
See Long Service Leave Act, as amended.

[Clause 19] SICK LEAVE

- (i) Weekly and part-time employees (but on a pro-rata basis) shall, subject to the production of a medical certificate or other evidence satisfactory to the company, be entitled to five (5) days sick leave during the first year of employment and eight (8) days during the second and subsequent years of service on full pay.
- (ii) An employee shall, before the commencement of the absence, and as early as possible before the commencement of their work inform the company of their inability to attend for duty and state the nature of the injury or illness and the estimated duration of the absence.
- (iii) The payment of any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the company until the employee completes such three months of employment, at which time the payment shall be made.
- (iv) If a public holiday occurs during an employee's absence on sick leave, then such public holiday shall not be counted as sick leave.
- (v) Medical certificates are required in the following circumstances before payment will be made:-
 - (a) If absent on sick leave the day before and/or after a public holiday
 - (b) All single day absences
 - (c) Sick leave absences of two days or more
 - (d) At the direction of the Company if sick leave is being abused, and the employee has ignored previous warnings by their manager.
- (vi) If the full sick leave entitlement is not taken in any year, the following options are available either separately or in a combination.
 - (a) Allow any untaken portion to accumulate from year to year uncapped, and/or
 - (b) During the first week in December (of each year), apply to Company to be paid out an amount for good attendance based on the amount of unused sick leave they would have otherwise been entitled to that year, provided that only that portion of untaken sick leave above the legal minimum will be paid out. Any untaken sick leave from the minimum legal entitlement not taken shall be protected and accumulate from year to year.

Paul John



Edmund


[Clause 20] PARENTAL LEAVE

In respect of the following leave:

- * Adoption
- * Maternity
- * Paternity

See N.S.W. Industrial Relations Act, 1991.

[Clause 21] MEAL BREAK

- (i) Employees including shift workers, shall be allowed an unpaid meal break of thirty (30) minutes, not later than five hours after commencement of work.

- (ii) The company and employee may, by mutual agreement, alter the commencement time of the meal break.

[Clause 22] OVERTIME

- (i) All time worked outside the ordinary hours of work shall be overtime and shall be paid at a rate of time and one-half for the first three hours, and double time thereafter. This rate will also apply to work on a Saturday.
- (ii) All time worked on Sundays and public holidays will be paid at a rate of double time.
- (iii) When overtime worked is necessary it shall be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. The employee, other than a casual, who works so much overtime that a ten hour break is not possible before the commencement of their next days work, shall be released after completion of such overtime until he/she has had ten 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 consecutive hours off duty, he/she shall be paid at double time rates until released from duty for such period and he/she then shall be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. This clause shall not apply to casual employees and in such cases, overtime shall be calculated on the casual rate of pay.
- (iv) Employees working overtime shall be entitled to an unpaid meal break of twenty (20) minutes five hours after the completion of their normal lunch break, provided that the overtime to be worked exceeds two hours. If the overtime exceeds four (4) hours employees are entitled to a second unpaid break of twenty (20) minutes.
- v) An employee advised the day before or earlier of the necessity to work overtime is not entitled to a meal allowance.
- vi) If the Company does not provide the above notice then it shall provide a suitable meal for people working overtime. If the company is unable to provide a meal then each employee will be entitled to a meal allowance of \$7.00 (per break) provided that a meal break is necessary.
- vii) In computing overtime each day will stand alone.
- viii) The Company expects people to work reasonable overtime in accordance with the requirements of the business.

[Clause 23] SUNDAYS AND HOLIDAYS

- (i) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Eight Hour Day, Christmas Day and Boxing Day, while they continue to be gazetted public holidays and any other day gazetted as a public holiday for the State shall be holidays for the purpose of this agreement.
- (ii) Where an employee is absent from his/her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the company, the employee shall not be entitled to payment for such holiday.
- (iii) Casuals are exempt from the provisions of this clause since a loading has been added to their hourly rate of 15% to compensate for non-payment of public holidays.

[Clause 24] SHIFT WORK

(a) Afternoon Shift

- (i) "Afternoon shift" means any shift finishing after 6.00 pm and at or before midnight.
- (ii) Employees working afternoon shift shall be paid a loading of 15% in addition to their normal weekly rate of pay.

(b) Notification to Work Shifts

At least 5 working days notice shall be given to employees when they are required to transfer from day work to afternoon shift.

(c) Minimum Number of Shifts

Except those people working permanent afternoon shift, a person transferred from day work to afternoon shift at the request of the Company shall be required to work a minimum of 5 consecutive shifts. If the Company reduces the actual hours worked below this minimum then it shall pay a penalty of 15% for the balance of the hours not worked up to the minimum.

(d) Spread of Hours

- (i) The ordinary hours of work exclusive of meal break shall not exceed 38 hours per week worked between mid-day and mid-night Monday to Friday inclusive.
- (ii) The ordinary hours of work may be worked up to 10 hours in any one day subject to agreement between the Company and a majority of employees concerned.
- (iii) Starting and finishing times may be varied by agreement between the parties.

[Clause 25] SUPERANNUATION

- (i) The company will make a superannuation contribution for each employee in line with the existing percentages determined by The Federal Government's Superannuation Guarantee Charge Legislation, for as long as that legislation remains valid.
- (ii) Such contributions shall be paid into an agreed fund nominated by the employee provided that it conforms to The Federal Government's Operational Standards for Occupational Superannuation.

[Clause 26] APPRENTICESHIP AND TRAINEESHIP

See Industrial & Commercial Training Act 1989.

[Clause 27] RECALL TO WORK

- (i) An employee recalled to work after leaving the Company's premises shall be paid for a minimum of four hours work at the appropriate rate i.e. Time and one half for the first three hours and double time thereafter.
- (ii) This clause does not apply to cases where it is customary for an employee to return to the Company's premises to perform a specific job outside their normal working hours.

[Clause 28] TRAVEL EXPENSES

- (i) When an employee in the course of their duties is required to go any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred. Such expenses must, where ever possible, be supported by receipts.
- (ii) Where an employee is required to use their motor vehicle on a casual or incidental basis they shall be paid an amount of 44 cents per kilometre travelled during such use.

[Clause 29] JURY SERVICE

- (i) An employee on weekly hire required to attend for jury service during his/her ordinary working hours shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of his/or her attendance for such jury service, and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- (ii) An employee shall notify the company as soon as possible of the day upon which he/she is required to attend for jury service. Further, the employee shall give the company proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

[Clause 30] BEREAVEMENT LEAVE

- (i) An employee on weekly hire, including part-timers, shall be entitled to a maximum of two days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild, grandparents or parents-in-law.
- (ii) For the purpose of this sub-clause the words "wife, husband" shall include de-facto wife or husband, and the words "father and mother" shall include foster father or mother and stepfather or stepmother.
- (iii) Provided further an employee on weekly hiring, including part-timers, shall be entitled to a maximum of two days leave without loss of pay on each occasion and 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.

[Clause 31] FAMILY EMERGENCY LEAVE

- (i) Employees required to look after the health and welfare needs of immediate family members at short notice are allowed up to 5 days a year to do so. This leave may be paid i.e. taken from accumulated, but not current years, sick leave or unpaid.
- (ii) Employees taking such leave are required to advise their manager as soon as possible of their absence and likely length of time off.

[Clause 32] BENEFITS

a) Lunch

The company will continue to provide lunch.

b) Uniforms

The company will provide sufficient uniforms to all employees. The company will also bear laundry costs.

[Clause 33] OCCUPATIONAL HEALTH & SAFETY

- (i) The company and all employees are bound to observe and co-operate positively in respect of their responsibilities under the N.S.W. Occupational Health & Safety Act, 1983.
- (ii) The Company will provide all suitable protective clothing and equipment to enable people to perform their work in a safe and healthy manner.
- (iii) People issued with such protective clothing and equipment shall wear them in accordance with the work requirements, Company's safety rules and managements direction.

[Clause 34] FIRST AID

- (i) An employee who has been trained to render first aid and who is the current holder of an appropriate first aid qualification, such as a certificate from the St. Johns Ambulance or a similar body, shall be paid a weekly allowance of \$8.00 if the employee is appointed by the Company to perform first aid duties.
- (ii) First aid chests will be provided by the company in accordance with the First Aid Regulations under the Occupational Health and Safety Act.

[Clause 35] ACCIDENT PAY

See Workers Compensation Act, 1987.

[Clause 36] TERMINATION OF EMPLOYMENT CAUSED BY
MECHANISATION, TECHNOLOGICAL AND/OR REDUNDANCY

- (i) It is the Company's objective where every possible to avoid reductions in employee numbers through forced redundancies. Rather where circumstances arise which force such reductions extensive discussion with all employees would take place to canvas alternatives such as natural attrition, voluntary redundancy and the like.

In the event that we are unable to find satisfactory alternatives and it means employees are made redundant the following provisions shall apply.

(a) Definition of Redundancy

Entitlement to redundancy occurs where the Company no longer wishes the job an employee is doing to be done by that employee or anyone else but excludes the ordinary and customary turnover of employees, summary dismissal and termination arising from poor work performance and the like as well as casuals and employees engaged for a specific period of time or for a specified task or tasks.

(b) Notice

Every effort will be made to inform employees as early as practicable of their impending redundancy, the redundant employee will be given a minimum of four weeks notice in writing of the termination. If the Company fails to give the minimum notice then it will pay the difference between the actual notice given and the four weeks.

(c) Leaving During the Notice Period

An employee who has the opportunity of obtaining alternative employment outside the Company, after being given notice, shall be entitled to be paid up to their last day of employment and receive their full entitlement to severance pay provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(d) Alternative Employment

An employee will not be entitled to the provisions of this clause if they are found and offered alternative employment within the Company suitable to their ability and reject same without good and sufficient reason.

(e) Severance Pay

In addition to the notice provided for in sub-clause (b), an employee terminated in accordance with this clause shall be entitled to the following payment.

1. 4 weeks severance pay
2. 3 weeks pay for each year of service calculated to completed years up to a maximum of 26 weeks.

Provided that no employee shall receive more than would have been earned had the employee been employed to his or her normal retirement age.

(f) Time Off During Notice Period

During the period of notice an employee shall be allowed up to one days time off without loss of pay during each week of notice for the purpose of seeking other employment.

Such time off shall be arranged in consultation with the Departmental Manager.

(g) Assistance

The Company will advise relevant Government agencies of the situation and where appropriate arrange visits to the site by agency officers to discuss entitlements etc with employees concerned.

(h) Employees With Less Than One Years Service

This clause shall not apply to employees with less than one years continuous service, except to give relevant employees an indication of the impendency redundancy and assist in seeking alternative employment through Government agencies.

[Clause 37] TRAINING & SKILLS DEVELOPMENT

- (i) The parties to this agreement recognise that in order to increase efficiency, and competitiveness of the Company, a greater commitment to training and skill development is required. Accordingly the parties commit themselves to:-
 - a) Developing a highly skilled and flexible workforce.
 - b) Providing employees with career opportunities through appropriate training to acquire additional skills required.
- (ii) To that end both parties in consultation have developed and will continue to improve, a training skills program consistent with the current and future skill needs of the Company and its workforce. (Refer Schedule 4 – Fosroc Chemfix Skills & Training Records).

[Clause 38] PROBLEM SOLVING

- (i) The objective of the parties involved in a problem/dispute should be to resolve it at their level (i.e. the lowest possible level).
- (ii) If having genuinely tried to reach a resolution but without success, the supervisor should be involved as soon as its deemed necessary by one or both parties.
- (iii) If resolution is not forthcoming, then the matter should be brought to the attention of the Head of the Department as soon as it is deemed necessary by either the supervisor and/or one or both parties.
- (iv) If it is still not satisfactorily resolved then it can be brought to the attention of the Managing Director who will act as the final arbitrator.
- (v) Any party to the problem/dispute may at any time in the process request the use of a mediator to help resolve the matters. The mediator may be someone from within the Company or external to it. Their objective is to recommend possible solutions rather than enforce outcomes.
- (vi) Failing resolution, the matter shall then be referred to the Industrial Relations Commission of N.S.W.
- (vii) At all times throughout the process, the problem/dispute should be dealt with in a reasonable time frame, with the parties maintaining regular contact.
- (viii) Throughout this procedure normal work will continue without disruption, without prejudice to any party.

[Clause 39] DISCIPLINARY PROCESS

- (i) The purpose of having a disciplinary process is to provide a manager with a means of advising and discussing with an employee any perceived deficiency in their behaviour or attitude affecting not only their work performance but others. The objective is to arrive at any agreed solution.
- (ii) In the first instance the manager, will discuss the issue(s) with the employee concerned, ensuring the employee is aware of the conduct or behaviour required and be made aware of the consequences should the incorrect behaviour continue. Both parties will agree on appropriate solutions/courses of action. The manager will monitor the matter over the following month with the employee concerned.
- (iii) If the employee's behaviour does not improve following the above discussion, a written warning will be given detailing the problem and required improvement, stating the problem and required improvement, stating what steps have been previously taken and the likely results if the employee does not resolve the issue(s). The written warning should be signed by the employee as recognition of having received it. A copy will be placed in their personnel file.
- (iv) A final written warning will be issued if the employee has failed to resolve the issue. Included in this the letter is the warning that failure to resolve the issue(s) will result in dismissal. The written warning should be signed by the employee as recognition of having received it. A copy will be placed in their personnel file.
- (v) If after a reasonable time has elapsed and the employee has failed to resolve the issue(s), their services will be terminated.
- (vi) All documentation relating to disciplinary action taken against an employee that is filed in that persons personnel file will be destroyed after twelve months provided the issue does not arise within that time frame.

[Clause 40] CONSULTATIVE NETWORKS

In the six months following the registration of this agreement, and in conjunction with the work to be done in implementing a continuous improvement program, the parties will identify and agree on the best ways of implementing a total company consultative network.

Consideration will need to be given to, amongst other issues:-

- (a) What type of communication structure(s) need to be established to ensure effective (two way) flow of information.
- (b) How are we going to deal with peoples ideas, suggestions, etc.?
- (c) What process should we have in place to investigate changes to the way we do things in the Company?
- (d) How do we introduce change into the Company?

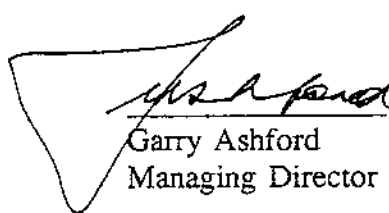
[Clause 41] DISPLAY AND DISTRIBUTION OF THIS AGREEMENT

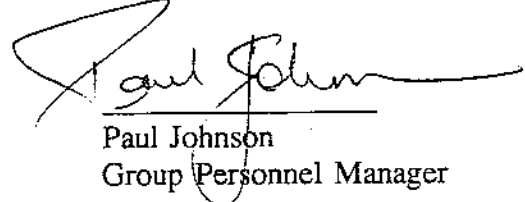
- (i) All employees will be issued with a copy of this agreement.
- (ii) A copy will also be displayed in suitable locations around the site(s).

[Clause 42] SIGNATURES TO THIS AGREEMENT

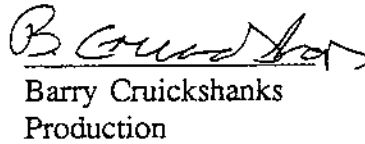
Signed for and witnessed on behalf of:

(1) Fosroc Chemfix
The Company

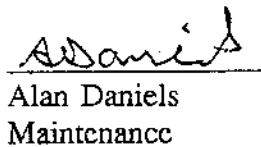

Garry Ashford
Managing Director

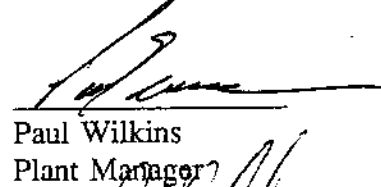

Paul Johnson
Group Personnel Manager

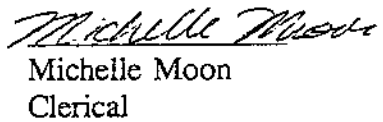
(2) Works Committee

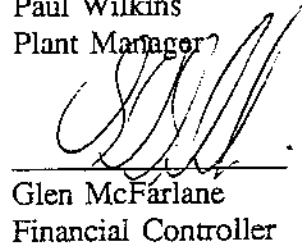

Barry Cruickshanks
Production

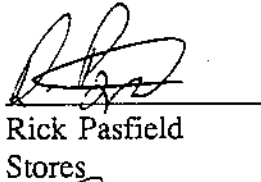

Paul Wilkins
Plant Manager

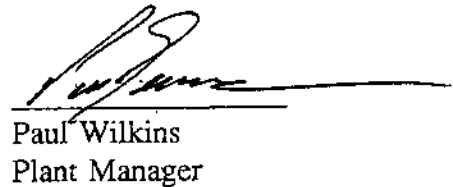

Alan Daniels
Maintenance

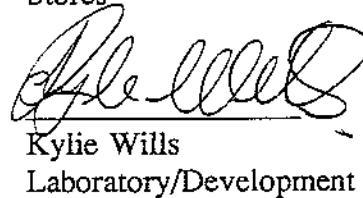

Paul Wilkins
Plant Manager

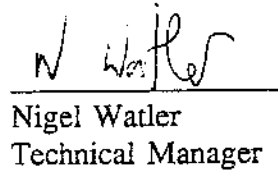

Michelle Moon
Clerical


Glen McFarlane
Financial Controller


Rick Pasfield
Stores


Paul Wilkins
Plant Manager


Kylie Wills
Laboratory/Development


Nigel Watler
Technical Manager

(3) Dated: _____

2 June 1992

FOSROC CHEMFIX

JOB DESCRIPTION