

ENTERPRISE AGREEMENT

NO: E.A. 37 /1993

DATE REGISTERED: 15-3-93

PRICE: \$ 14-00

AN ENTERPRISE AGREEMENT made on the FIFTEENTH day of DECEMBER, 1992, between AKZO CHEMICALS LTD and PACIFIC CHEMICAL INDUSTRIES PTY LTD of 6 Grand Avenue, Camellia, in the State of New South Wales (ACN 000 017 354)

and

The Australia Workers Union (NSW Branch) and the Federated Ironworkers Association (NSW Branch), representing Production employees.

1. TITLE

This Agreement shall be known as the Akzo Chemicals Ltd and Pacific Chemical Industries Pty Ltd Operations Productivity Agreement, 1992.

2. ARRANGEMENT

<u>Clause No</u>	<u>Subject</u>
1	Title
2	Arrangement
3	Area, Incidence and Parties Bound
4	Relationship to Parent Agreement
5	Period of Operation
6	Objectives
7	Measures to Improve Productivity, Efficiency and Flexibility
8	Wage Rates
9	Grievance & Dispute Settling Procedures
10	Statement Regarding Duress

3. AREA, INCIDENCE AND PARTIES BOUND

This Agreement shall be binding upon Akzo Chemicals Ltd and Pacific Chemical Industries Pty Ltd (the employer) and upon the Australian Workers Union (NSW Branch) and the Federated Ironworkers Association (NSW Branch) and all Production employees at the employer's Camellia site, as may be employed from time to time during the life of this Agreement, as extended or varied.

4. RELATIONSHIP TO PARENT AGREEMENT

This Agreement is to be read and interpreted in conjunction with the terms and conditions set out in Industrial Agreement No 8664, filed 19 December, 1991 pursuant to Section 11 of the Industrial Arbitration Act, 1940 provided that, where there is any inconsistency, this Agreement shall prevail to the extent of that inconsistency.

5. PERIOD OF OPERATION

This Agreement shall have a life of 12 months.

6. OBJECTIVES

The parties agree that the aims of this Agreement are:

- . to improve productivity and ensure the continued efficiency and prosperity of the company's business for the benefit of its employees, customers, shareholders and the community at large;
- . to ensure profitable manufacture and supply of the highest quality products and services at the most competitive price possible;
- . to develop a productive and harmonious working environment where employees can be involved in the decisions relating to workplace reform, have the opportunity to achieve their full potential within the constraints of the company's operations, take pride in their contributions, and benefit from the success of their efforts.

7. MEASURES TO IMPROVE PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY

I Multi Discipline Skills

Operators are to diversify their skills into activities traditionally accepted as trades and to allow the trades employees to diversity into their activities. This will take place once agreement between the operator and supervisor is reached that suitable training has occurred and the employee has demonstrated competence in the skill.

As an indication to the commitment to structural reform, operators agree to perform tasks that include but are not restricted to:

- . installing and removing fittings on hoses
- . installing pipe clips
- . tightening up leaking flanges
- . connect/disconnect four bolt flanges with due consideration to safety and training
- . carry out a boiler change-over
- . opening up of distillation columns, forane dryers, R302/R303 scrubbers or similar tasks with comparable levels of difficulty.

II On occasions, Supervisors are expected to work with the employees and operators. This is not intended to deliberately result in the loss of overtime or jeopardise job security to employees but is performed to assist operators so that the employee's task becomes less difficult.

III Site Security

Shift personnel, in particular the most senior operator on the plant, is responsible for site security in the absence of security guards. Their responsibility include activities such as the control (documenting, monitoring etc) of personnel entering or leaving company premises, inspection of the perimeter fences, ensuring all gates are closed.

8. WAGES AND ALLOWANCES

The following wage rates shall apply for the entire life of this Agreement and shall not be varied during that time:

(i) CLASSIFICATIONS

Classification	Day Operators	Shift Operators	Rate per Week \$
No. 1	One day job	One shift job	430.10
2	Two day jobs on separate plants	Two shift jobs on separate plants	439.60
3	One day plant	One whole shift plant	447.30
4	One day plant plus one other day job	Three shift job	450.55
5	Two day plants	Two whole shifts plants	455.90
6	Three day plants	Two whole and one day plant	461.25
7	Four day plants	Two whole and two day plant	466.60
8	Four day plants and one shift	Two whole and three day plants	471.95
9	Four day plants and two shift	Two whole and four day plants	477.25

(ii) CHARGEHAND

An operator appointed to chargehand will receive an allowance of \$17.20.

(iii) CASUAL EMPLOYEES

Casual employees shall be paid 15 per centum in addition to the rates of pay as prescribed herein for the class of work in which they are employed.

(iv) Shift workers on rotating day-afternoon-night shift shall be paid Shift Allowance at the rate of \$8.10 per shift. Shift workers on permanent night shift shall be paid at the rate of \$8.10 per shift. However, such rates shall not apply where the permanent shift is being worked at the request of the employee.

(v) Shift Allowance shall be payable to shift workers when a full 8 hour shift is worked as overtime. Overtime of less than 8 consecutive hours will not attract any shift allowance.

(vi) SATURDAY RATES FOR SHIFT WORKERS

The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half.

(vii) BOILER TICKET ALLOWANCE

Should the shift operator or day process worker hold an approved boiler ticket which will allow him to operate the steam boiler at Pacific Chemical Industries Pty Ltd, that person will be paid a boiler ticket allowance of \$7.70 per week.

(viii) A container loading/unloading allowance will be paid at the rate of \$5.80 per container where such operation requires the manhandling of individual bags, drums or packages within the container. This allowance will only apply to the operator(s) actually carrying out the task of manhandling the bags, drums or packages so involved.

(ix) Employees shall be supplied at meal time with boiling water or with facilities for boiling water. They shall also receive an allowance of \$14.35/quarter for tea and coffee.

(x) An allowance of \$1.80 per week, payable at the end of each calendar quarter, shall be paid for any damage to clothing which may occur, including underclothing, socks and winter clothing.

- (xi) An allowance of \$14.80/week to be paid to all operators at classification 3 and above and \$13.65/week to all operators below classification 3 in recognition of the discomfort that will result from an agreed significant increase in the wearing of protective clothing for safety reasons.
- (xii) A tank cleaning allowance of \$1.40 per hour to be paid to all employees cleaning tanks.
- (xiii) An allowance of \$5.55/week to be paid to employees driving a fork truck and a front end loader.
- (xiv) A First-Aid allowance of \$11.35/week will be paid as a flat rate to persons appointed as First-Aid Attendants. Persons so appointed must hold an approved First-Aid Certificate.

9. GRIEVANCE AND DISPUTE SETTLING PROCEDURES

- (I) It is the intention of the parties that grievances and disputes be resolved without recourse by employees to industrial action. It is agreed that the parties will confer in good faith with a view to resolving any grievance or dispute by direct consultation and negotiation whilst work continues.
- (II) The following procedure shall apply when a grievance or dispute is brought by an individual employee or a group of employees:
 - (a) Any dispute arising out of employment shall be referred by the employee/s to, in the first instance, the most appropriate supervisor.
 - (b) Failing settlement at this level, the matter shall be referred by the employee/s to the Plant Manager. The employee/s may be accompanied or represented by the union/s site delegate/s or another employee of their choice.
 - (c) If the dispute has not been resolved, the union delegate shall refer the dispute within 24 hours to the union/s official/s who will take the matter up with the company.
 - (d) All efforts shall be made to settle the dispute or grievance but, failing settlement, the union/s official/s shall take the matter up with the Chamber of Manufactures of NSW.
 - (e) Only when all avenues of resolution between the company, employee/s, union/s and the Chamber of Manufactures have been exhausted shall the grievance or dispute be referred to the NSW Industrial Relations Commission.

- (f) During discussion, the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (g) The parties shall at all times, confer in good faith and without undue delay.

10. STATEMENT REGARDING DURESS

The parties to this Agreement declare that this Agreement was entered into freely, without any form of duress.

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SIGNATURES

AKZO CHEMICALS LTD AND PACIFIC CHEMICAL INDUSTRIES PTY LTD
OPERATIONS PRODUCTIVITY AGREEMENT, 1992

Dated this ..FIFTEENTH..... day of ..DECEMBER....., 1992

I am an officer of Akzo Chemicals Ltd and Pacific Chemical Industries Pty Ltd (the employer) and am authorised by the Boards of Directors of the employer to approve the terms of the attached Enterprise Agreement on its behalf and have approved those terms on its behalf.

Signed [Signature]..... For Akzo Chemicals Ltd and
Name G.T. FRENCH..... Pacific Industries Pty Ltd

I am an officer of the Australian Workers Union (NSW Branch) and am authorised by the Committee of Management of the Union to approve the terms of the attached Enterprise Agreement on its behalf and have approved those terms on its behalf.

Signed [Signature]..... For the Australian Workers
Name ERNEST CHARLES FROB..... Union (NSW Branch)

I am an officer of the Federated Ironworkers Association (NSW Branch) and am authorised by the Committee of Management of the Union to approve the terms of the attached Enterprise Agreement on its behalf and have approved those terms on its behalf.

Signed [Signature]..... For the Federated Ironworkers
Name F. M. O'NEILL..... Association (NSW Branch)

