

ENTERPRISE AGREEMENT

NO: E.A. 432 /1994

DATE REGISTERED: 31-10-94

PRICE: \$ 24-00

Incitec Ltd

CHESTER HILL

ENTERPRISE

AGREEMENT

1994

CONTENTS

1. PARTIES TO THE AGREEMENT

2. TITLE

PART 1 PURPOSE

- 1.1 Intention
- 1.2 Duress
- 1.3 Incident
- 1.4 Date and Period of Operation
- 1.5 No Extra Claims
- 1.6 Demarcations
- 1.7 Termination of Agreement
- 1.8 No Strike
- 1.9 Measures to Achieve Gains in Productivity, Efficiency & Flexibility

PART 2 TERMS AND CONDITIONS OF EMPLOYMENT

- 2.1 Engagement - Permanent Employees
- 2.2 Termination of Employment
- 2.3 Performance of Work
- 2.4 Summary dismissal

PART 3 SKILL DEVELOPMENT, EDUCATION AND TRAINING

- 3.1 Classification
- 3.2 Skills Development
- 3.3 Training Leave
- 3.4 Training Subsidy

PART 4 SALARY AND ALLOWANCES

- 4.1 Remuneration
- 4.2 Superannuation
- 4.3 Annual Leave Loading

PART 5 HOURS OF WORK
5.1 Working Hours

PART 6 LEAVE
6.1 Annual Leave
6.2 Long Service Leave
6.3 Sick Leave
6.4 Attendance Payment
6.5 Bereavement Leave
6.6 Compassionate Leave
6.7 Public Holidays
6.8 Jury Service
6.9 Defence Force Leave
6.10 Parental Leave

PART 7 COMPANY POLICY AND PROCEDURES
7.1 Dispute Handling Procedures
7.2 Counselling and Disciplinary Procedures
7.3 Workers Compensation
7.4 Safety Health & Environment
7.5 Equal Opportunity
7.6 Quality Management
7.7 Voluntary Retirement Scheme/Redundancy
7.8 Incitec Health Benefit Plan

SIGNED By the Parties

- ATTACHMENTS**
- A. Skill Matrix
 - B. Benchmark Co-ordinator
 - C. Calculation - Meal Money & Other Allowances
 - D. Productivity/Work Value Calculation

1. PARTIES TO THE AGREEMENT

An Enterprise Agreement, made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of Sections 115-142 of the said Act, entered into on 11th April 1994, between Incitec Ltd Chester Hill of 191 Miller Road, Chester Hill of the one part and the Australian Workers' Union (New South Wales Branch) of the other part representing employees at the Incitec Chester Hill Enterprise in the following occupations; Plant Technicians, Co-ordinator.

2. TITLE

This Agreement shall be known as the Incitec Ltd - Chester Hill Enterprise Agreement 1994.

PART 1 - PURPOSE

1.1 Intention

This Agreement has been developed by plant technicians and management in a spirit of co-operation. The objectives of the parties has been to establish a rewarding and fulfilling working environment and maximise the productive potential of the company plant to meet the needs of the customer.

Our intention is to create an environment which will encourage and support a skilled and committed workforce where participation and development of employees will be a priority for the betterment of the individual and the business.

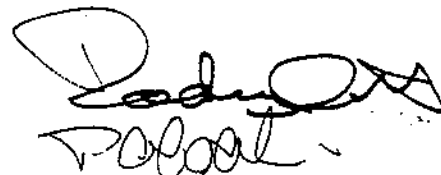
Work will be organised to maximise the flexibility of the workforce and enable employees to work to the limits of their skills and capabilities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained. Single status employment will be upheld wherever possible.

A Consultative Committee will review the implementation of this Agreement.

The site Consultative Committee will comprise

- 2 x Plant Technicians
- 1 x Co-ordinator
- 1 x Works Supervisor
- 1 x Quality Supervisor

The union delegate shall be a member of the Consultative Committee.



1.2 Duress

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

1.3 Incidence

The Agreement shall replace totally the terms and conditions of employment previously regulated by the Industrial Agreement, Registered No. 8512.

1.4 Date and Period of Operation

This Agreement shall operate from the date of registration for a period of 12 months.

1.5 No Extra Claims

No extra claims will be sought during the life of this Agreement.

1.6 Demarcations

It is agreed there will be no demarcation other than those arising from individual levels of skills.

1.7 Termination of Agreement

In the event this Agreement is terminated for some reason during the life of the Agreement, Conditions of Employment will revert to the Industrial Agreement, Registered No. 8512 as existed prior to signing this Agreement in accordance with Section 124 of the Industrial Relations Act 1991. The classification structure and rates of pay are to be negotiated at the time.

1.8 No Strike

No strike action will be taken during the life of this Agreement.

1.9 Measures to Achieve Gains in Productivity, Efficiency and Flexibility

In accordance with the terms of the decision in the October 1992 National Wage Case, the following measures designed to effect real gains in productivity, efficiency and flexibility have been agreed and will be implemented in accordance with this Agreement.

- Introduction of annualised salaries which incorporates all previous payments made in respect of overtime, allowances, penalties, bonuses and shift premiums.
- Monthly payment of salaries.

- The open ended payment of sick leave shall not result in failure to meet customer in full and on time delivery standards.
- The introduction of a skills based classification structure providing increased flexibility in manning.
- The prohibition of any form of demarcation other than those created by lack of individual skills.
- A commitment by both parties to training of employees to impart the necessary skill required by the company and to equip employees with skills to follow a defined career path.
- A commitment to maximise the productive capacity of plant and equipment to meet customer service in full and on time delivery standards.
- A commitment to the business' quality system.
- A commitment to continuous improvement.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Engagement - Permanent Employees

Engagement shall be by the month.

2.2 Termination of Employment

Termination of employment shall require one month's notice on either side given at any time during the month, or the payment or forfeiture of one month's salary as the case may be.

Provided that by mutual arrangement between the parties employees after having given notice, may leave their employment prior to the expiration of the notice period and receive salary up to the last day worked.

2.3 Performance of Work

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

2.4 Summary Dismissal

The employer shall have 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. This procedure will be conducted in accordance with Incitec Personnel Policy No. 33.

PART 3 - SKILL DEVELOPMENT, EDUCATION AND TRAINING

3.1 Classification

People covered by this Agreement will be classified as :

Co-ordinator
Grade 1 to 5 Plant Technicians

Skills are detailed in Appendix A attached.

3.2 Skills Development

A skills development structure will apply. Plant Technicians will progress to the next level of the career structure by acquiring the required number of skill points.

The Consultative Committee shall assist the Site Manager in identifying the training needs of plant personnel.

3.3 Training Leave

Paid leave will be provided during normal working hours when attending off site agreed training.

3.4 Training Subsidy

Both tuition and examination fees will be refunded on successful completion of a stage for any approved course together with the cost of text books to that stage (limited to \$100 per annum for text books).

PART 4 - SALARY AND ALLOWANCES

4.1 Remuneration

Salary will be paid monthly by the 15th of each month. The classification structure is based on a Skills Matrix and Points system agreed by the parties. The annualised salary is an all inclusive amount formulated to include base salary, overtime, call-ins, all other allowances, shift premiums, penalties, bonuses.

CLASSIFICATION STRUCTURE & RATES

RATES OF PAY (AS PER ROSTER)	AGREED SALARY	RELATIVITY %
CO-ORDINATOR	38800	104
PLANT TECHNICIAN - LEVEL 5	37300	100
PLANT TECHNICIAN - LEVEL 4	33600	90
PLANT TECHNICIAN - LEVEL 3	30600	82
PLANT TECHNICIAN - LEVEL 2	28400	76
PLANT TECHNICIAN - LEVEL 1	26900	72

4.2 Superannuation

On commencement each employee (other than a casual or temporary employee) shall make application to become a member of the ICI Australia Limited & Associated Companies Superannuation Fund. In the case of casual or temporary employees, who qualify, contributions shall be made to a complying superannuation fund.

4.3 Annual Leave loading

An annual leave loading of 17.5% shall be paid with the October salary.

PART 5 - HOURS OF WORK

5.1 Hours Of Work

It is agreed that as training is progressed, interchange between plants and duties to assure the achievement of production targets will occur. Shift coverage requirements and weekend work for specific jobs will be task oriented, not time oriented.

Changes in order volume, plant improvements and changes to operating procedures will influence manning demand. It is agreed that the Consultative Committee will monitor the level of additional hours being worked and production performance. The number of plant technicians may increase or decrease, depending on the needs of the business and the level of coverage required. The parties agree to develop a more flexible working pattern that maximises the working time available in periods of high demand. Work hours will be over two shifts with a nominal starting time of 5.30 a.m. and a finishing time of 9.30 p.m. Hours of work will be flexible to meet the needs of the business, provided that 38 hours per week are worked when averaged over a 52 week period.

PART 6 - LEAVE

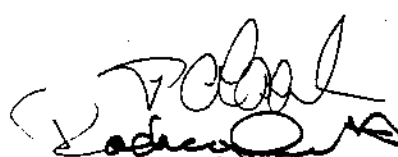
6.1 Annual Leave

Annual leave shall accrue at the rate of 152 hours per year (20 x 7.6 hour days) for day and non continuous shift workers.

During the period of leave each employee will receive his/her normal rate of pay for the period they would have worked had they not been on leave.

6.2 Long Service Leave

Long Service Leave will be in accordance with the New South Wales "Long Service Leave Act, 1955" as amended.



6.3 Sick Leave

Employees will be entitled to sick leave without loss of pay when they cannot attend for duty due to personal illness or injury. Satisfactory proof of such illness or injury will be provided if requested. The parties agree that each individual case be reviewed as appropriate.

This clause does not derogate from the minimum sick leave provisions specified by Section 97 of the Industrial Relations Act, 1991.

6.4 Attendance Payment

Effective on the date of commencement of this Agreement an agreed number of days, calculated on the basis of past attendance, will be credited to eligible employees. In the event of death or retirement this credited quantum will be paid to the employee or their dependants at the rate of pay applicable at that time. In the event of retrenchment the greater of either the credited quantum or an up front payment made in accordance with the Company's Redundancy Policy will be paid.

6.5 Bereavement Leave

Paid leave will be provided for the death of a family member. The approval and length of leave will be at the discretion of the Site Manager.

6.6 Compassionate Leave

Paid leave will be provided to assist in circumstances of serious illness or injury of a family member. The approval and length of the leave will be at the discretion of the Site Manager.

6.7 Public Holidays

Shall be those Public Holidays gazetted as a public holiday throughout the State of New South Wales.

An Employee's Picnic Day will be a recognised holiday to be held in December each year on a date to be mutually agreed upon by the employer and the employees.

6.8 Jury Service

Paid leave will be granted for Jury Service in accordance with the Incitec Jury Service/Witness Expenses Personnel Policy No. 15.

6.9 Defence Force Leave

Employees who are members of the Defence Force Reserve who have been in the Company's service at least one year may be allowed one week's special leave of absence with pay, plus one week's leave of absence without pay, to attend camps or special training.

6.10 Parental Leave

Parental leave will be in accordance with the New South Wales Industrial Relations Act 1991 Chapter 2 Part 2 Division 3 Sections 25-69. This includes maternity leave, paternity leave and adoption leave.

PART 7 - COMPANY POLICY AND PROCEDURES

7.1 Dispute Handling Procedures

- (a) In the event that a grievance cannot be resolved within the work group, the grievance may be referred to the Consultative Committee for resolution.
- (b) The group has the authority to identify solutions to problems and to ultimately implement solutions, providing they are within company policy guidelines.

Where any such attempt at settlement is not resolved within 24 hours, or where the dispute or claim is a collective grievance, the employee (and representative from Signatories to this Agreement) shall take up the matter with the employer, or representative of the employer.

The employer will provide a response to the employee's grievance within 48 hours.

If the matter is not settled within 5 working days it shall be submitted to the New South Wales Industrial Commission which shall endeavour to resolve the issue between the parties by conciliation.

Without prejudice to either party, work should continue in accordance with the Agreement, and the status quo shall remain while the matters in dispute are being dealt with in accordance with this subclause.

7.2 Counselling and Disciplinary Procedures

The counselling and disciplinary procedure will be applied in accordance with the Procedures Relating to Misconduct and Unacceptable Performance in the Incitec Personnel Manual Policy No. 33.

7.3 Workers' Compensation

Workers' compensation shall be in accordance with the New South Wales "Workers Compensation Act, 1987" as amended. Employees in this category will be treated in accordance with the Company's Rehabilitation Policy No. 35, and the Workers Compensation Policy No. 34.

7.4 Safety Health & Environment

The company will provide safe working conditions, promote and encourage safe work practices and provide information and control measures for hazards in the workplace and related environment. The Company will provide all appropriate protective clothing and safety equipment and the employee will use such clothing and equipment in accordance with the Company requirements.

Employees will ensure that they perform their jobs in a safe and environmentally responsible manner and undertake to follow Company policies and procedures and Statutory regulations.

7.5 Equal Opportunity

Incitec is an equal opportunity employer. All employees (and potential employees) are treated on their merits, without regard to race, age, sex, marital status, or any other factor not applicable to the position. Employees are valued according to how well they perform their duties and their ability and enthusiasm to maintain company standards.

The principles of Equal Opportunity will be applied in accordance with the Company's Policy No. 26.

7.6 Quality Management

Everyone will be involved in increasing the level of customer service through a process of continuous improvement. Elements of the program include:

- A consistent high product quality by the application of correct operating and sampling procedure and the close scrutiny of raw materials, packaging and finished products for change or defect.
- Adherence to quality system inspection and testing procedures.
- Adherence to procedures controlling the handling on non conforming product.
- The opportunity to participate in Service Quality programs to improve all aspects of procedures and customer service.
- A commitment to improving processes to increase product quality and output.
- Productivity to be a measure of improvement in plant utilisation and effectiveness.

7.7 Voluntary Retirement Scheme/Redundancy

In the event that voluntary retirement offers or redundancy becomes necessary, the Corporate standard provisions shall apply.

The Consultative Committee will be notified of any changes to the corporate standard.

SIGNED

Signed for and on behalf of INCITEC LTD
CHESTER HILL



R.J. SMITH
SITE MANAGER

WITNESS



DATE

23rd August 1994

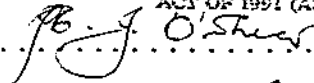
Signed for and on behalf of
THE AUSTRALIAN WORKERS' UNION,
N.S.W. BRANCH

M. J. O'SHEA
SECRETARY

AUSTRALIAN WORKERS' UNION
N.S.W. BRANCH

REGISTERED UNDER THE INDUSTRIAL
ACT OF 1991 (AS AMENDED)

A.W.U. BRANCH SECRETARY



WITNESS



DATE

15th August 1994