

ENTERPRISE AGREEMENT

NO: E.A. 61 /1994

DATE REGISTERED: 8-3-94.

PRICE: \$ 18-00

BLACKTOWN SITE AGREEMENT
(September 1993)

This agreement is made between Dow Corning Australia Pty Limited and the Australian Workers' Union.

This agreement has been reached voluntarily as a result of an extensive consultative process.

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1. PURPOSE

The purpose of the agreement is to cover wholly the wages, terms, conditions of employees at the Blacktown sites.

2. WORKPLACE VALUES

Dow Corning is committed to being the number one silicone supplier through understanding our customers needs and our willingness and capacity to fulfil those needs.

Dow Corning aims to achieve this through a process of continuous improvement in product quality and service, and safety and environmental performance.

Our employees are the source from which our ideas, actions and performance flow. The full potential of our people is best realised in an environment that breeds fairness, self fulfillment, teamwork and dedication to excellence.

This site agreement reflects our aim to reach agreement on the basis of mutual problem solving.

Dow Corning acknowledges the role of the union and welcomes its input where there may be concerns by employees on changes relating to this agreement or employment conditions generally.

3. DEFINITIONS: Throughout the Polymer, Mixing, Packaging, Laboratory and Materials Handling departments a number of job levels are used. In determining job levels, a competency base criteria will be utilised.

In summary, the levels used are:

Entry Level - includes all new employees who work under day-to-day supervision and who have not yet reached the competency of the trained level. As a guide, the entry level will apply for 3 months - Packaging/Materials, 6 months - Mixing and 12 months - Laboratory/Polymer.

Trained Level - includes employees who meet all the competencies as listed for each relevant job. In addition, employees must be able to work with minimal direction and work effectively as team members. Taking on responsibilities and challenges and contributing to the unit's overall success is encouraged. Employees at this level will also provide input to the preparation of training modules and Standard Operating Procedures and will play a key role in the training of entry level operators.

Multiskilled - this level is currently being used in the Mixing department and acknowledges the special skills required by operators in a number of mixing applications, including emulsions. It is intended that all the Mixing operators be trained to this higher level.

Shift Coordinator - this role recognises the wide range of additional administrative and coordinating activities undertaken by a trained operator.

4. SAFETY

Dow Corning has clearly stated safety and environmental policies. Our attention to safety is based on our full time commitment to injury free work, individual self worth and a consideration of the well being of others.

Dow Corning provides training to this end, and regularly reviews the resources required to achieve the stated standards.

Employees are expected to adhere to the provisions of the OH&S Act and the Dow Corning safety and environmental standards.

5. TRAINING

Dow Corning will provide training to its employees to continually improve efficiency, productivity and competitiveness. Dow Corning expects employees to cooperate with training requirements in order to maintain and develop a highly skilled work force. Training may be conducted in-house or externally and will be provided to meet the needs of both the employee in terms of career development and Dow Corning.

6. WAGE SCHEDULE

DEPARTMENT	JOB LEVEL	ANNUAL WAGE	WEEKLY WAGE
Packaging	Entry	\$21,000	\$403.84
	Trained	\$22,860	\$439.61
Materials	Entry	\$22,100	\$425.00
	Trained	\$23,160	\$445.38
Mixing	Entry	\$22,100	\$425.00
	Trained	\$23,561	\$453.09
	Multiskilled	\$26,000	\$500.00
Polymer/Lab	Entry	\$24,921	\$479.25
	Trained	\$28,405	\$546.25

The above rates are based on a superannuation contribution of 4%. Where an employee chooses to only contribute 2% to superannuation the appropriate pay rate will be increased by 2%.

Shift Coordinator allowances are paid at; level 1, \$3120 per annum and level 2, \$4160 per annum.

Where an employee chooses to contribute 'top-up' superannuation by way of salary sacrifice, overtime, shift and leave loading will be calculated on the employee's respective wage rate as defined above. (Provided that no one will earn less than the Chemical Workers' Award.)

Dow Corning casual employees will receive a 15% loading of the appropriate rate of pay and any entitlements under the Annual Holiday Act.

People employed under the Job Start program will be paid as follows. If aged 16 or 17, they will receive the wage as stated in the Chemical Workers' Award. The employee will move to the entry level position when they turn 18 and meet the the competencies as defined.

People employed under the Australian Traineeship System or the Career Start Traineeship System will be paid as per the wage schedule. The rate will be reduced by the proportion of time that the employee is in training.

7. PROBATION PERIOD

A probation period of six months will apply to any employee who does not have prior service with Dow Corning.

8. HOURS AND OVERTIME

The average number of ordinary hours worked per week will be 38. This may be broken down into the following patterns:

- . nineteen day month
- . four equal days per week
- . four and one half days per week
- . five equal days per week
- . or any other agreed method

Dow Corning will provide seven days notice of any change of shift or work hours. This period may be reduced by agreement.

Shift lengths shall be not be longer than 12.5 hours and will be subject to agreement and proper health and safety procedures being observed.

Time worked outside of the hours set out above will be paid at time and one half for the first two hours and double time thereafter. Work performed on a Sunday will be paid at double time.

9. DAY WORK

Day work is work other than shift work and includes ordinary hours of service being worked between 6.00 am and 5.00 pm Monday to Friday. These hours may be extended by agreement.

10. SHIFT WORK

Shift work will be defined as:

- . seven day and 12 hour shifts where normal hours include Saturday or Sunday
- . afternoon shift finishing after 7.00 pm and before midnight
- . night shift finishing after midnight and before 8.00 am
- . shift rosters shall specify start and finish times of the respective shifts

. shift loadings will apply to each shift and will be paid at:

- afternoon shift	17.5%
- night shift	27.5%
- 7 day or 12 hour	25.0%

11. ROSTERED DAYS OFF

With the exception of 12 hour shift workers, an 8 hour paid RDO will accrue each four weeks when an employee is working a 40 hour week. Up to 12 RDO's will accrue each year.

RDO's shall be taken on Monday or Friday or on another day provided five day's notice is given.

An RDO may be substituted for another day off by agreement.

If the RDO falls on a public holiday, a substitute RDO will be taken by agreement.

The employee, by agreement, may work on an RDO and be paid ordinary earnings.

12. WORK ROLE CHANGES

In some circumstances, employees may be asked to work in another unit on a temporary or permanent basis to ensure efficient operation of the plant.

This can be done when there is no loss of wages and the tasks assigned are appropriate to the competency levels.

13. PUBLIC HOLIDAYS

Employees shall be entitled to receive pay for any National and NSW public holiday. In lieu of the Union Picnic day, the first Tuesday after Easter, or any other day by agreement, shall be regarded as a public holiday.

Payment for a public holiday will not be made if an employee is away from work either side of the public holiday without due cause.

An employee may substitute a public holiday for another day by agreement and be paid at ordinary time.

Work performed on a public holiday will be paid at double time and one half. Where an employee is rostered off and does not work, they shall receive an additional 8 hours pay for the public holiday.

14. PAYMENT OF WAGES

Wages shall be paid either weekly or fortnightly by agreement via direct deposit to an employees nominated bank account. Up to three bank accounts may be nominated.

15. MEAL BREAKS

A thirty minute meal break will be allowed for five hours worked. If it is not possible to take the break after five hours then the employee will be paid time and one half until released for a break.

If an employee works for an additional five hours after the first break, then they will be given a further break of twenty minutes.

Kitchen facilities will be provided for employees to take a break from work.

An employee will be entitled to a meal allowance of \$6.00 if required to work for more than two hours after the ordinary ceasing time. The allowance will only apply if the employee was not given at least 24 hours notice. A second meal allowance will be paid if a further four hours are worked.

16. LEAVE BENEFITS

Leave benefits, including sick, annual, long service, compassionate, excused personal absence, parental, defence and jury service will be paid in accordance with the current Dow Corning policy. The review of the leave policies will be ongoing to ensure the benefits provided to employees meet or exceed the industry standard and in all cases shall not be less than provisions under the Industrial Relations Act, the Annual Holiday Act or the Long Service Leave Act.

Policies can be viewed on-line (see perpol).

17. LEAVE LOADING

A Leave loading of 17.5% will be paid for all annual leave taken. (For 12 hour shift workers the loading is 25% or for permanent night shift workers 27.5%.)

Upon termination, an employee will be paid leave loading on their entitlement only ie not pro-rata leave. Leave loading entitlements shall not be any less than provisions under the Annual Holiday Act.

18. FIRST AID ALLOWANCE

An employee who is required to hold a current first aid certificate will be paid a weekly allowance of \$7.20. Holders of certificates will be required to attend first aid refresher training in order to retain their allowance.

19. OCCUPATIONAL SUPERANNUATION

All employees party to this agreement shall be eligible to become members of the Occupational Superannuation fund. The fund is called the Dow Corning Superannuation Plan Number 2.

Members will receive a contribution paid on their behalf by Dow Corning an amount of 3% of their weekly wage as defined by the wages clause.

An employee may nominate to make additional contributions to the fund. Notification must be in writing.

Dow Corning will remit to the fund on a monthly basis all dues owing.

Dow Corning shall retain all records relating to payments to the fund for six years. These records may be inspected by a Trustee representative.

An annual statement shall be made available to all members outlining contributions made on their behalf.

20. PROTECTIVE CLOTHING

Dow Corning will provide protective clothing to employees wherever it is required according to Dow Corning's safety standards. An employee must wear the necessary protective clothing.

21. DISPUTE RESOLUTIONS

It is the intent of Dow Corning and its employees to resolve all disputes by way of direct negotiation. The aim is to provide quick resolutions to problems that ensure the mutual benefit of both parties while normal work continues.

If a dispute cannot be resolved in the first instance with the employee's supervisor, the matter should be taken to their Divisional manager. In all cases, a timely response by management should be given stating the progress of the unsettled dispute. If the dispute remains unresolved, the matter should be taken to a consultative committee. The committee shall be made up of 2 employee representatives and 2 management representatives, as selected by the employees and employer, respectively.

It is intended that these procedures reflect those as listed in the Industrial Relations Act.

22. COUNSELLING PROCEDURES

Where there is a question over an employee's behaviour, attitude or performance, Dow Corning will try to have the issue quickly and effectively resolved. In most cases, the issue will be resolved by the employee's immediate supervisor. If the issue requires formal counselling then the following three step plan shall be used:

- . A verbal warning stating clearly the behaviour that needs changing or stopping.
- . A written warning shall be given if the issue remains a problem. This warning will provide a follow-up date for the purposes of review.
- . If the behaviour remains unchanged, a second written warning will be given. This warning will state that dismissal will follow if there is no change.

23. DISMISSAL PROCEDURES

An employee may be dismissed for wilful misconduct, dereliction of duty or a serious breach of occupational health and safety. Under these circumstances, wages will be paid up to the time of the dismissal. For the purpose of this clause, examples of wilful misconduct may include sexual harassment, racial vilification or any behaviour that is illegal.

24. TERMINATION OF EMPLOYMENT

Where an employee leaves for reasons other than instant dismissal, one week's notice in writing shall be required by either party.

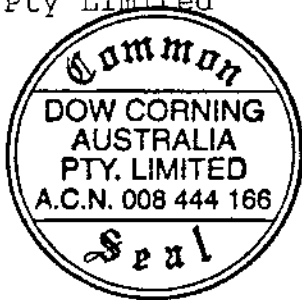
25. AVAILABILITY OF AGREEMENT

A copy of this agreement shall be made available to all interested personnel. A copy will be placed on the site notice boards and may also be viewed on-line (see perpol).

26. NOMINAL TERM

This agreement shall take effect from the date of registration and shall have a nominal term of 12 months.

Signed for and on behalf of
Dow Corning Australia Pty Limited



and

Witness

[Signature]

D.C. HECTOR

[Signature]

P.G. RYAN Company Secretary

[Signature]

A. GILSLEY

Signed for and on behalf of the Australian
Workers' Union (NSW)

M. J. O'SHEA
SECRETARY

AUSTRALIAN WORKERS' UNION and
N.S.W. BRANCH

Witness

REGISTERED UNDER THE INDUSTRIAL
ACT OF 1991 (AS AMENDED)

[Signature]

[Signature]

Sighted by A.W.U. delegate

[Signature]
R.D. COOPER