

# ENTERPRISE AGREEMENT

NO: E.A. 162 /1996

DATE REGISTERED: 13-6-96

PRICE: \$ 24-00

**Ciba-Geigy Australia Limited (Pendle Hill Agricultural Production Facility)  
Enterprise Agreement**

ENTERPRISE AGREEMENT made on the 29 day of FEBRUARY 1996.

**BETWEEN**

**CIBA-GEIGY AUSTRALIA LIMITED (ACN 002 933 717)** of 140 Bungaree Road, Pendle Hill in the State of New South Wales (the Company);

**AND**

**EMPLOYEES OF THE COMPANY EMPLOYED IN THE AGRICULTURAL PRODUCTION FACILITY WHO ARE LISTED IN SCHEDULE 1 (the Employees).**

**1. TITLE**

This enterprise agreement will be known as the "Ciba-Geigy Australia Limited (Pendle Hill Agricultural Production Facility) Enterprise Agreement".

**2. PREAMBLE**

- (a) The Company employs workers under the Chemical Workers (State) Award, the Chemical Workers (Remuneration)(State) Award and the Chemical Workers Training Wage (State) Award (the Awards).
- (b) The aim of this agreement is to give effect to provisions in existing agreements which have not been overridden by subsequent agreements between the Company and the Employees and to introduce improvements in efficiency and productivity within the Company's Agricultural Production Facility at Pendle Hill in New South Wales.
- (c) It is intended that this agreement be registered as an enterprise agreement under Division 2 of Part 3 of Chapter 2 of the *Industrial Relations Act 1991 (NSW)*.

**3. PARTIES**

- (a) The parties to this agreement are the Company and the Employees.
- (b) The enterprise for which this agreement is made is the Company's Agricultural Production Facility at Pendle Hill, New South Wales.
- (c) The trades and occupations to which this agreement relates are set out in Schedule 2.

#### 4. WAGES AND ALLOWANCES

- (a) The rates of pay payable to the Employees will be increased by an amount equal to 10% of their rate of pay (which comprises a 7% increase for entering into this agreement and a 3% market adjustment). The increase takes effect on and from the date of registration. Employees covered by the agreement at the date of registration will receive a 10% increase from 1 January 1996 or the date of employment whichever is the later. Those rates of pay are specified in column 1 of Schedule 2 to this agreement.
- (b) If all the productivity measures specified in clause 6 of this agreement are achieved, the Employees will be paid a further wage increase of an amount equal to 7% of their rate of pay with effect from the first pay period to commence on or after the first anniversary of the date of this agreement. Those rates of pay are specified in column 2 of Schedule 2.
- (c) In the event that all or some of the productivity measures referred to in clause 6 are not achieved, the Company may, in its absolute discretion, pay the Employees a wage increase based on its assessment of the level of achievement of the productivity measures specified in clause 6 effective from the first pay period to commence on or after the first anniversary date of the agreement.
- (d) The Employees agree not to pursue further claims for changes in work conditions or increases in wages or allowances during the term of this agreement.
- (e) During the term of this agreement, any adjustment to rates of pay or allowances pursuant to any State Wage Case decisions will be absorbed in the wages and allowances specified in this agreement.

#### 5. EFFICIENCY IMPROVEMENTS

(a) **Labour Flexibility**

Operators, Attendants, Fitters and Storepersons will meet safety requirements in operating equipment, handling chemicals and emergency response to fire, spill or evacuation.

(b) **Payment of Wages**

The Employees agree to the following:

- (i) Wages will be paid by electronic funds transfer into a bank account or building society as nominated by the employee;
- (ii) Wages will be paid fortnightly in arrears (except for Christmas shutdown);
- (iii) The pay cycle will be from Tuesday to Monday inclusive, or as otherwise agreed between the Company and the Employees.

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*PH MG JR LS S.M. Rmk.*

(c) **Hours**

The daily span of hours for production day workers will be 6.00 am to 6.00 pm.

Where shift work is required affected employees will be paid in accordance with the Awards.

(d) **Meal Hours - Meal Money**

The parties agree that the Employees will take meal breaks as specified by the Production Supervisor. The Company will have the option to stagger the meal break on those occasions when the work load necessitates.

The morning and afternoon tea breaks will be restricted to 15 minutes and 10 minutes respectively including washing, walking and smoking time.

(e) **Rostered Days Off**

Rostered Days Off for the year will be taken on the days specified by the Production Supervisor.

(f) **Sick Leave**

Each employee will be allowed two paid single days sick leave absences in a sick leave year without provision of a medical certificate. Thereafter, a medical certificate from a medical practitioner will be required as evidence of illness to qualify for payment of such leave.

(g) **Annual Leave**

Annual leave will be taken at a time or times with the agreement of the Production Supervisor.

A maximum of two weeks' annual leave shut down will apply to all employees during the annual Christmas break. For the remainder of the year, leave will be taken by agreement between the employee and the Production Supervisor.

(h) **Annual Leave Loading**

A loading of seventeen and one-half percent will be paid on all annual leave in the pay period in which the employee's anniversary date falls.

(i) **Training**

The Company will nominate the number of production workers required to undertake first aid and safety training. All staff will attend in

house education and training seminars as required by the Production Supervisor.

(j) **Early Start Arrangement**

Chemical Plant Operators may be required to start work at 6 am and work for one hour without direct supervision. In such circumstances an employee will receive an additional payment of \$4.00 for that day.

6. **PRODUCTIVITY IMPROVEMENTS**

The parties agree that the following productivity measures are to be achieved in the first 12 months from the date of this agreement. One month prior to the anniversary date of this agreement the Company will advise employees of the level of achievement of the productivity measures contained in this clause.

**Transfers**

The parties agree that Employees will transfer from their regular job classification to another position within the Production Department as necessitated by work schedule requirements and/or for training purposes.

The Production Supervisor will determine the employee's competence to perform the required tasks in the transfer position. Chemical Plant Operators will pack liquids and powders of all pack-sizes when required by the Production Supervisor.

There will be no reduction in regular wage rates due to transfer. On request, female personnel will be placed in training as Chemical Plant Operators and in the operation of fork-lifts. They will not be required to lift any item exceeding 16 kg in weight.

**Off-Specification Batches**

In the first year of this agreement, Chemical Plant Operators agree to participate in discussions with a view to reducing or eliminating the number of off-specification batches.

7. **CLASSIFICATION STRUCTURE**

The parties agree that the following classification structure will apply within the Agricultural Production Facility:

**PRODUCTION OPERATORS**

**Trainee Chemical Plant Operator**

A person with no previous experience as a Chemical Plant Operator. Works under the supervision of a CPO Grade 1 or 2 to learn equipment and processes, to understand operating instructions and chemical terminology. When

assessed as competent by the relevant Supervisor will be classified as a CPO Grade 1. Training period will be a minimum of six months.

#### **Chemical Plant Operator - Grade 1**

Operates equipment to perform routine production processes.

Duties include:

- following process instructions;
- loading materials into vessels;
- transfer of processed product to packing area
- observing all safety requirements including use of protective clothing and equipment
- keeping work area clean and tidy
- assisting on packing line as required and agreed
- assisting CPO Grades 1 and 2 as required
- undertakes to train for fork lift operators licence.

#### **Chemical Plant Operator - Grade 2**

Operates equipment for production processes of moderate complexity.

Duties will include those of a CPO Grade 1 plus:

- operates materials handling equipment for movement of raw materials;
- operates a computer terminal;
- performs basic in process quality checks;
- inspects plant with which he/she works and reports to Supervisor items requiring maintenance;
- can interpret MSDS and chemical identification symbols;
- will have at least six months experience as CPO Grade 1 and be assessed by the Supervisor as competent for this classification;
- may hold a current First Aid Certificate acquired at company request;
- transfer product from the factory to bulk storage tanks and assist in loading bulk road tankers as required;
- has a current fork lift licence;
- operates the Sentinel Water Treatment Plant under supervision by Production Supervisor or Laboratory Manager.

## MATERIALS ATTENDANTS

### Trainee Materials Attendant

- operates a filling machine under supervision by a Materials Attendance - Grade 1 or the Production Supervisor;
- checks label identification is correct;
- assembles containers on a pallet or similar and applies stretch/shrink wrap;
- keeps work area clean and tidy;
- performs general duties in the production and packing areas as required.

### Materials Attendant - Grade 1

Duties include those a Trainee Materials Attendant plus:

- operates a filling machine;
- checks weight/volume is to specification;
- checks label identification is correct. May affix labels;
- may hold a current first aid certificate acquired at the Company's request.

## PRODUCTION STOREMAN

- transports raw materials from the warehouse to the factory;
- delivers manufactured products to the warehouse;
- operates materials handling equipment;
- accredited by the Company as competent in the identification and storage of chemical substances;
- checks the condition of mechanical equipment which he/she operates and reports to Supervisor items requiring maintenance;
- ensures the safe operation of materials handling equipment under his/her control;
- assists in packing finished product as required and agreed;
- supervises bulk loading and unloading to and from road tankers;
- may hold a current first aid certificate acquired at the Company's request;
- must hold a current forklift drivers licence.

## FITTER

- constructs item of equipment as requested by the Maintenance Supervisor or Production Manager;





11. TERM

This agreement will, having regard to section 117 of the *Industrial Relations Act 1991*, have effect from the date it is registered and will operate from the beginning of the first pay period on or after [date] and will remain in force for a period of 2 years from [date].

The Company and the Employees agree to commence discussions for a further enterprise agreement three (3) months prior to the date of expiry of this agreement.

SIGNED ON BEHALF of CIBA-GEIGY )  
AUSTRALIA LIMITED )  
(ACN 002 933 717) in the presence of: )

*H. Mami*

Director

Name (printed): Hermann T. Mami

*C.N. Westacott*

Secretary/Director

Name (printed): C.N. WESTACOTT

SIGNED by JOHN LITTLEWOOD in )  
the presence of: )

*John Littlewood*

*C.N. Westacott*

Witness

Name (printed): C.N. WESTACOTT

SIGNED by GENE STUART in the )  
presence of: )

*G.D. Stuart*

*C.N. Westacott*

Witness

Name (printed): C.N. WESTACOTT

SIGNED by VINCE HARTIGAN in the presence of:

*Vince Hartigan*

*[Signature]*

Witness Name (printed): C.N. WESTACOTT

SIGNED by SUE McKAY in the presence of:

*S.M. McKay*

*[Signature]*

Witness Name (printed): C.N. WESTACOTT

SIGNED by ROBYN SMITH in the presence of:

*R. Smith*

*[Signature]*

Witness Name (printed): C.N. WESTACOTT

SIGNED by JEANETTE RUSSELL in the presence of:

*Russell*

*[Signature]*

Witness Name (printed): C.N. WESTACOTT

SIGNED by NEIL RINDFLEISH in the presence of:

*Neil Rindfleish*

*[Signature]*

Witness

Name (printed): C.N. WESTACOTT

SIGNED by MICHAEL GODFREY in the presence of:

*Michael Godfrey*

*[Signature]*

Witness

Name (printed): C.N. WESTACOTT

SIGNED by TED McKEE in the presence of:

*Ted McKee*

*[Signature]*

Witness

Name (printed): C.N. WESTACOTT

SIGNED by ROBERT ROETS in the presence of:

*R. M. Roets*

*[Signature]*

Witness

Name (printed): C.N. WESTACOTT

SIGNED by JOHN QUINN in the presence of:

*John Quinn*

*[Signature]*

Witness

Name (printed): C.N. WESTACOTT

SCHEDULE 1  
EMPLOYEES

John Littlewood

Gene Stuart

Vince Hartigan

Sue McKay

Robyn Smith

Jeanette Russell

Neil Rindfleish

Michael Godfrey

Ted McKee

Robert Roets

John Quinn

## SCHEDULE 2

Classification	Annual Rate of Pay		
	Prior to Agreement	First 10% increase from 1/1/96	Second 7% increase from first anniversary date
<u>Production Operators</u>			
Trainee Chemical Plant Operator	23,688	26,057	27,881
Chemical Plant Operator - Grade 1	24,858	27,344	29,258
Chemical Plant Operator - Grade 2	26,828	29,511	31,576
<u>Materials Attendants</u>			
Trainee Materials Attendant	22,977	25,275	27,044
Materials Attendant - Grade 1	23,579	25,937	27,753
<u>Production Storeman</u>			
Production Storeman	24,549	27,004	28,894
<u>Maintenance Fitter</u>			
Maintenance Fitter	30,440	33,484	35,828