

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/140

TITLE: Nuplex Industries (Aust) Pty Limited Botany - Enterprise Agreement 2004

I.R.C. NO: IRC5/1088

DATE APPROVED/COMMENCEMENT: 11 March 2005 / 1 November 2004

TERM: 12

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 17 June 2005

DATE TERMINATED:

NUMBER OF PAGES: 36

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Nuplex Industries (Aust) Pty Limited, located at 49-61 Stephen Road, Botany, NSW, 2019, who fall within the coverage of the Chemical Workers (State) Award.

PARTIES: Nuplex Industries (Aust) Pty Ltd -&- The Australian Workers' Union, New South Wales

NUPLEX INDUSTRIES (AUST) PTY LIMITED BOTANY - ENTERPRISE AGREEMENT 2004

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2. Title

This Enterprise Agreement shall be known as the "Nuplex Industries (Aust) Pty Limited - Botany - Enterprise Agreement 2004".

3. Parties Bound

This Enterprise Agreement is between Nuplex Industries (Aust) Pty Limited ("the Employer" and "the Company") and the Australian Worker's Union, New South Wales ("the Union") and all employees employed by the company in any of the occupations, industries or callings specified in the Chemical Workers (State) Award ("the Parent Award").

4. Application

This Enterprise Agreement shall apply at the Company's premises located at 49-61 Stephen Road, Botany.

5. Relationship With the Parent Award

This Agreement shall be read and interpreted wholly and in conjunction with the Parent Award but will prevail over the Parent Award to the extent of any inconsistency.

6. No Extra Claims

The union and employees bound by this agreement will not pursue any extra claims, award or over award, for the life of this agreement including increases arising from award variations or decisions of the Commission.

7. Hours

(i) 38 Hour Week

38 Hours shall constitute a normal work week.

The system for working the 38 hour week shall be that of working 19 consecutive work days eight (8) hours accruing .4 hour per day thus enabling a paid rostered day off on the 20th day, which is to be paid at normal rates.

The .4 hour will accrue for each workday and each day considered to be worked, ie paid leave, however when paid absences extend over a 4 week period the rostered day off will be considered part of that time off.

In a normal year of 48 work weeks and 4 weeks annual leave there will be twelve (12) RDO's.

(ii) Rostered Days Off

Rostered days off will be arranged by mutual consent between the employer and employee(s). Where a mutually agreed arrangement can be arrived at a system of cashing in RDO's will be introduced.

(iii) Day Workers

Eight (8) hours normal work shall be worked between the hours of 6am and 6pm, each day, Monday to Friday.

(iv) Shift Workers

The actual hours of shift workers shall not exceed

1. 8 hours during a consecutive 24 hours or
2. 40 hours per week.

Where the Employer adopts a system of fixed shifts, the method of working shifts may in any individual plant or section be varied by agreement to suit the circumstances of the establishment and may be varied to apply to all or any of the individuals in the plant or section. In the absence of such agreement the method of working shifts may be varied by the posting or giving of one week's notice of change.

Where the Employer adopts a system of fixed working hours commencing and ceasing times shall be displayed in a conspicuous place accessible to the employees. As far as possible, shifts shall be rostered so as to provide for a weekly change of shift.

- (a) The roster of an employee shall not be changed from one shift roster to another without 72 hours notice of such a change being given, and in the absence of such notice, overtime rates shall be paid.

- (b) Sub-clause (i) shall not apply if the change is brought about by reasons beyond the Company's control and then 48 hours will be given.
- (c) All employees shall be entitled each day or shift to 15 minutes during the first half of the day or shift for the purpose of tea break. This break shall be taken at a time to be arranged by the Employer.

8. Classification Structure - Definition

Trainee Chemical Plant Operator

This classification designed for a new starter who must acquire 80-90% of the skills required for a Chemical Plant Operator Grade 1 to be classified as such.

Chemical Plant Operator Grade 1

An employee so appointed who is engaged in the manufacture of chemicals and whose work includes stencilling, labelling, weighing loading, unloading, recording receiving, storing, stacking and dispatch of chemicals. They are also capable of, and their duties include, operation of blending and thinning tanks and the testing associated with such and to filter, drum off and other allied functions of production, including use of computer terminal.

Chemical Plant Operator Grade 2

- (i) An employee so appointed who can and does perform all the duties of Chemical Plant Operator Grade 1 and in addition can operate all the functions in any one plant, including QC testing and adjustments.
- (ii) An employee in the Warehouse and Distribution functions may be classified as Grade 2 if they are capable of and perform all the functions of Grade I and the following:-

be able to organise containers for import and export, organise transport, liaise with other functions (eg QC, Customer Service, plant etc) with the associated paperwork to ensure IFOT; input Raw Material receipts in computer; assist in reconciliation of related invoice costings, etc.

This qualification not to be used in conjunction with plant Grade 2 to achieve Grade 3 status.

Chemical Plant Operator Grade 3

An employee so appointed who can and does perform all the duties of a Chemical Plant Operator Grade 2 and in addition can operate all functions in more than one plant, including QC testing and adjustments and is willing to train in any other function which may be required.

Promotion to direct placement to the above position is by appointment.

Leading Hand

An employee appointed by the Employer who is responsible for organising, directing and controlling the work pattern in a plant, including the associated paperwork.

In the event that an employee who receives a leading hand allowance is transferred to another plant covered by this EBA, that employee shall continue to receive the leading hand allowance while receiving training at the new plant. After the training, the employee shall retain the leading hand allowance.

9. Wage Rates

- (i) Minimum weekly rate of pay shall be as follows:

Trainee Chemical Plant Operator	\$704.80
Chemical Plant Operator Grade 1	\$745.45

Chemical Plant Operator Grade 2	\$786.05
Chemical Plant Operator Grade 3	\$826.60
Leading Hand	\$73.50

(ii) Special Rates

- (a) An employee engaged in tasks requiring a knowledge of the requirements and regulations of the International Air Transport Administration on air cargo and who applies this knowledge in labelling, certificating, packing and dispatch of such cargo by air shall be paid an amount of \$2.42/day whilst so engaged.
- (b) Any employee appointed by the Employer to perform First Aid duty shall be paid an additional \$18.85/week.
- (c) An employee engaged on internal cleaning work inside a storage tank, water tank, boiler and/or kettle shall be paid double time whilst so engaged provided that any internal cleaning work pre this sub-clause performed during overtime hours shall be paid at double time and one half. After each hour on internal cleaning work a break of fifteen minutes (at ordinary time rates) will be allowed each employee so engaged.
- (d) An employee engaged in duties of loading and unloading the contents of shipping containers shall be paid an additional \$13.25/container.
- (e) An employee engaged in duties of bagging within the Hard Resin section shall be paid an additional \$18.40/week.
- (f) An employee engaged in duties of crushing and bagging resin in the Beckamine section shall be paid an additional \$3.34/day. The sewing of bags is specifically excluded from the operation of this sub-clause.
- (g) An employee engaged in using a jack hammer in the Hard Resin section for the purpose of breaking up set resins shall be paid an additional \$5.37/hour whilst so engaged.
- (h) An employee engaged in loading resin into kettles in the Alkyd Resin Plant shall be paid an additional \$3.65/hour whilst so engaged.
- (i) An employee engaged in loading litharge in kettles for batch production shall be paid per batch an additional \$6.848 (pailed) or \$9.316 (bagged) whilst so engaged.
- (j) Employee manually emptying bagged phthalic shall share \$4.2685 for every tonne emptied.

- (iii) The rates for wages and allowances contained in this clause will increase cumulatively by 4.25% on first full pay period on or after 1st November, 2005 and again on first full pay period on or after 1st November, 2006.

10. Shift Work Allowance

Subject as otherwise provided, shift workers shall be paid the following allowances in addition to the rates payable under this Agreement.

- (i) Shift workers whilst working rotating shifts (day shifts, afternoon shifts, night shifts) with regular weekly changes, at the rate of 15% per week in respect of all shifts worked.
- (ii) Shift workers whilst working shift work on shift systems as follows:
 - (a) Night shift, Afternoon shift - 25% per week
 - (b) Night shift only - 25% per week

- (c) Afternoon shift only - 20% per week
- (d) Day shift, Afternoon shift - 15% per week
- (e) Day shift, Night shift 15% per week

Provided that shift allowances shall be 15% per week if such shifts are worked at the request of the individual employee.

- (iii) Each shift allowance above prescribed is on a shift basis.
- (iv) Night shift means any shift finishing between midnight and 8am.
- (v) If an employee works only part of one week on shift, he/she shall be paid full shift loading for the whole of the week.

11. Overtime

(i) Day Workers

All time worked before the usual commencing time or after the usual ceasing time each day or in excess of 40 hours per week shall be overtime and shall be paid for at a rate of double time.

(ii) 5 Day Shift Workers

All time worked before the usual commencing time or after the usual ceasing time each shift or in excess of 40 hours/week shall be overtime and shall be paid for at the rate of double time provided that ordinary time worked between midnight Friday and midnight Saturday shall not be overtime and shall be paid at ordinary rates provided also that this clause shall not apply when the time worked is:

- a) By arrangement between the employees themselves;
- b) Shift allowances as prescribed in Clause 10(i) and (ii) of this Agreement shall be paid to shift workers for any overtime worked in addition to the premium loading as stipulated in this clause. The shift allowances shall not attract a penalty.

(iii) General

- (a) In all sections for the purpose calculating overtime each day will stand alone.
- (b) Employees who work so much overtime between the termination of their ordinary work on one day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least ten (10) consecutive hours off duty between these times shall be released after completion of such service until they have had ten (10) consecutive hours off duty without loss for ordinary working time accruing during such absence. If on the instruction of the company such employee resumes or continues work without having had such ten (10) consecutive hours off duty, they shall be paid at normal overtime rates until they are released from duty for such period and they shall then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay or ordinary working time accruing during such absence.
- (c) An employee recalled to work after leaving the Employer's premises shall be paid for
 - (i) A minimum of four (4) hours at appropriate overtime rate, and
 - (ii) One hour's pay at ordinary rates.
- (d) An employee working overtime but finishing work when the usual means of transport are not available shall be entitled to any additional outlay incurred in reaching home by reasonable means of transport.

12. Public Holidays

- (i) The following shall be recognised holidays and, except when they fall on a non-working day, shall be allowed on full pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day or any day or days observed as such and all gazetted Public Holidays observed throughout the State, together with the Picnic Day of the Union which shall be held on the first Monday in March each year or an alternate day by agreement. All employees shall work on the said picnic day each year if required by the Employer.

- (ii) An employee who is absent without leave or reasonable excuse on the working day preceding or the working day succeeding a holiday shall not be entitled to payment for such holiday.

13. Sunday and Public Holiday Rates

All employees shall be paid at the rate of double time and one half for work done on Sundays and at the rate of treble time for work done on any of the holidays in clause 10 of this Agreement with a minimum of four (4) hours pay at the applicable rates provided that where an ordinary shift commences at 11.00pm on Sunday the time worked between 11pm and midnight on such shifts will be paid for at ordinary rates.

14. Meals

- (i) All employees covered by this Agreement shall be allowed a 20 minute meal break. Such break will be taken at a time convenient to the needs of the Employer and shall be counted as time worked.
- (ii) When a worker is required to work overtime for more than 2 hours after his ordinary ceasing time he/she shall be allowed 20 minutes for crib which shall be counted as time worked.
- (iii) Any employee required to work overtime for a period of more than one and a half hours before or after their ordinary working time shall be paid the sum of \$10.90 for the cost of a meal and if the work extends into a second meal break, which shall be after each four (4) hours, a further sum of \$10.90 shall be paid should the overtime be continued.
- (iv) A sufficient supply of boiling water shall be provided by the Employer at meal hours for all employees.

15. General Conditions

- (i) A lunch room which shall be separated from any dressing room shall be provided. Refrigeration and heating appliances shall be provided.
- (ii) Suitable lavatory accommodation and dressing rooms and locker to ensure protection for clothes left therein shall be provided for all employees by the Employer.
- (iii) Hot and cold showers in dressing rooms shall be provided.
- (iv) When necessary, employees shall be provided with gum boots, goggles and respirators and other safety equipment which the employee shall wear.
- (v) The employer shall provide three (3) sets of overalls for each employee each year. Additional laundered overalls will be supplied where necessary.
- (vi)
 - (a) Protective clothing and all other protective equipment shall remain the property of Employer at all times and any employee applying for a new issue of protective clothing or protective equipment supplied by the Employer who fails to return such clothing or equipment last issued to him shall not be entitled to a new issue without payment thereof at a reasonable price.

- (b) Should any employee on leaving the Employer's service fail to return any protective clothing or equipment, the property of the Employer, the Employer may deduct from his final wages the reasonable value of the article.

16. Annual Leave

Day Workers and Five Day Shift Workers:

- (i) On completion of twelve (12) months continuous service an employee shall be entitled to four (4) weeks leave per annum.
- (ii) Annual Leave will be taken by mutual agreement providing always the needs of the Employer are of paramount importance.
- (iii)
 - (a) At the time of proceeding on annual leave, a day worker shall be paid a loading of 17.5% of their ordinary rate of pay as set out in clause 10 (i) Wages Rates, of this Agreement.
 - (b) At the time of proceeding on annual leave a five day shift worker shall be paid a loading comprised of either:

17.5% of his ordinary rate of pay as set out in Clause 10, (i) Wage Rates of this Agreement plus half of the appropriate shift work allowance as provided in Clause 8 of this Agreement; Or

Shift work allowances as set out in Clause 11 (Shift Work Allowance), whichever is the greater.

The loading will not apply to accumulated leave paid on termination of employment.
- (iv) Apart from the provisions of sub-clauses (ii) and (iii) of this clause, the provisions of the *Annual Holidays Act, 1944* as amended will apply.

17. Long Service Leave

See *Long Service Leave Act 1955* as amended.

18. Mixed Functions

- (i) An employee will move between job functions and plants as work patterns dictate, ie individuals are not tied exclusively to one job or function but can be used to perform any job or function for which they are trained on an as-needs basis.
- (ii) An employee engaged for more than one hour on any day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for the whole of such day or shift.
- (iii) An employee required to carry out work of a higher classification for less than one hour on any day or shift shall be paid the higher rate for one hour.
- (iv) An employee who is required temporarily to perform work for which the lower rate is paid shall not suffer any reduction in his wages whilst so employed provided that any work of less than one week's duration shall be deemed to be temporary.

19. Sick/Family Leave

An employee with not less than two month's continuous service with the Employer who, by reason of personal or immediate family ill health or injury is unable to attend for duty, shall be entitled to the ordinary rate of pay set out in Clause 7 (i) Wages and in addition, any special payments provided by this Agreement as being for all purposes of this Agreement, including shift allowance when appropriate, such rate apply to the actual time of such non-attendance subject to the following conditions and limitations:

- (a) The employee shall before the commencement of their shift, notify the Employer of their inability to attend for duty and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence, or failing such notification the employee shall notify their Employer within 24 hours of commencement of such absence.
- (b) The employee shall prove to the satisfaction of the Employer by medical certificate after an absence of two or more continuous days that they were unable on account of such illness or injury to attend for duty on the days for which sick leave is claimed.
- (c) Personal ill health or injury does not include ill health or injury as the result of misconduct.
- (d) Subject to the provisions of paragraph (e) hereunder, an employee shall not be entitled in any year of employment to sick pay for more than twelve (12) ordinary working days in respect of each completed year of employment.
- (e) An employee's rights under the Clause shall accumulate from year to year so long as their employment continues with the Employer so that any part of their current year's entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by the Employer, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment. Any rights which accumulate pursuant to this sub-clause shall be available to the employee for a period of seven (7) years but for no longer from the end of the year in which they accrued. Any accumulation of sick leave under the provisions of this clause shall not exceed 84 ordinary working days.

20. Payment of Wages

- (i) All wages and allowances shall be paid by way of Electronic Funds Transfer (EFT) or by direct bank deposit.
- (ii) On or before payday, the employer shall state to each employee in writing the amount of wage of which the employee is entitled, the amount of deduction made therefrom and the net amount being paid to the employee.
- (iii) Upon termination of an employee's employment, wages due to an employee shall be paid to the employee on the day of such termination or forwarded to the employee by post on the next working day.

21. Terms of Employment

- (i) All new employees shall be employed on a probationary basis for the first three (3) months of their employment.
- (ii) All employees must be prepared to train in any job or function required.
- (iii) All employees shall comply with site rules as promulgated from time to time.
- (iv) When employment is on a weekly basis, employment shall be terminated by a week's notice on either side given at any time during the week or by payment or forfeiture of week's wages as the case may be. This shall not affect the right of the Employer to dismiss an employee, whether or not notice of termination has been given, for misconduct and in such cases the wages shall be paid up to the time of dismissal only.
- (v) In the event of major breakdown or due to any other cause for which the Employer cannot reasonably be held to be responsible necessitating a stoppage of production, the employer will make every effort to maintain employment for as long as possible but when all avenues of gainful employment have been used, then the Employer will notify the Union of the position and after notification will reserve the right to stand the affected employees down and payment will be made up to the time of stand-down.

22. Procedures for Settlement of Grievances & Disputes

- (i) In the event of a grievance or dispute the employee, or group of employees, shall take the matter up with the immediate supervisor and the procedure for settlement of the grievance or dispute shall be as follows:
 - (a) The supervisor shall attempt to resolve the grievance or dispute in the first instance.
 - (b) If the grievance or dispute is unable to be resolved between the Supervisor and the employee/s the representative of the Union on the job and a Company nominee, that attempt to resolve the dispute by negotiation.
 - (c) If the grievance or dispute is unable to be resolved at this stage, the Representative of the Union on the job shall refer the matter to the Secretary or other official of the Union, who will attempt to resolve the grievance or dispute with a nominee of the Company.
 - (d) In the event of the grievance or dispute still being unresolved after the observance of this procedure, it shall be referred to the Industrial Commission.
 - (e) Whilst the procedure is being followed, normal work shall continue.

23. Termination of Employment Caused By Mechanisation and/Or Technological Change

- (i) Notwithstanding the provisions of Clause 22, Terms of Employment of this Agreement where on account of the introduction or proposed introduction by the Employer of mechanisation or technological changes in the industry in which it is engaged, the Employer proposed to terminate the employment of an employee who has been employed by the Employer for the proceeding twelve (12) months, the employer shall give the employee three (3) months notice of the termination of employees employment, provided that if the employment of such an employee is terminated and the Employer fails to give such notice in full:
 - a) He/she shall pay the employee at his ordinary rate of pay set out in Clause 10 (i) Wage Rates, of this Agreement for a period equal to the difference between three (3) months and the period of the notice given, and
 - b) the period of notice required by this Clause to be given shall be deemed to be service with the Employer for the purpose of the *Long Service Leave Act, 1955*, the *Annual Holidays Act, 1944* or any Act amending or replacing either of those Acts and provided further that the right of the Employer summarily to dismiss an employee for the reasons specified in Clause 19, Terms of Employment, of this Agreement, shall not be prejudiced by the fact that the employee has been given notice pursuant to this Clause of the termination of their employment.

24. Jury Service

- (i) An employee shall be allowed leave of absence during any period required to attend for Jury Service. An employee on night shift shall be allowed paid leave of absence for the night shift immediately prior to the attendance on Jury service.
- (ii) During such leave of absence an employee shall be paid the difference between Jury Service fees received and the employee's normal rate of pay they would have received had they been at work.
- (iii) An employee shall be required to produce proof of Jury Service fees received and proof of requirement to attend on Jury Service and shall give the Employer notice of such requirement as soon as practicable after receiving notification to attend for Jury Service.

25. Bereavement Leave

- (i) An employee shall on the death of a father, mother, brother or sister, be entitled on notice to his Employer of such death of such relation, to leave up to two (2) days to attend the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of ordinary hours worked by the employee in two ordinary days of work, provided that in the event of the death of

the wife/husband or child or step-child of an employee these two days shall be extended to three (3) days.

- (ii) Leave on one day shall be granted on the death of a parent-in-law. Absences for these purposes shall be limited to 2 periods during the whole period of employment.
- (iii) Proof of such death shall be furnished by the employee to the satisfaction of the Employer.
- (iv) For the purpose of this Clause the word "wife/husband" shall include a person who lives with the employee as a de facto wife/husband.
- (v) Bereavement leave shall not operate if such leave coincides with any other period of leave.
- (vi) Payments shall include shift allowance when appropriate.

26. Compassionate Leave

- (i) Compassionate leave from work may be granted at the discretion of the Employer. Such leave shall include two days taken at an appropriate time after the birth of each child.
- (ii) Compassionate leave granted in accordance with this Clause will be paid for at ordinary time rates irrespective of what work days or work shifts are involved.

27. Parental Leave

As per *Industrial Relations Act* 1996.

28. Medical Examinations

Subject to the following, a limit of eight (8) hours of ordinary rates shall be paid to employees for annual medical examination. The examination is to be carried out within 3 weeks of the employees anniversary date. Employees will be reimbursed the difference between cost of the examination and what they may recover from any medical fund, subject to the provision of all necessary accounts and receipts. This clause does not apply to medical or other expenses incurred as a result of:

- (a) Workers Compensation
- (b) Any consultation in addition to such annual medical examination.

Wage payments shall include shift allowance, when appropriate.

29. First Aid

- (i) The Employer agrees to appoint two members of the Australian Worker's Union as Plant First Aiders for each shift, (days, afternoons and nights) provided such members:
 - a) are qualified to St John Ambulance Brigade standard
 - b) maintain currency of this qualification
 - c) offer themselves for appointment as Plant First Aiders.

30. Severance

For the purpose of this Clause:

- (i) Retrenchment shall mean a situation where the Employer no longer has suitable work available for the employee/s concerned due to a downturn in the Employer's level of operations caused by a slackness of trade or other economic factors.

- (ii) Redundancy shall mean a situation where the Employer no longer has suitable work available for the employee/s concerned because of the Employer's decision to close down one of its plants or a section of the plant, either permanently or for an indefinite period.
- (iii) A week's pay shall include a 15% loading which is inclusive of any shift loadings that may have been applicable.
- (iv) In the case of employees whose position becomes redundant or for whom retrenchment becomes necessary, the following shall apply:

Severance Pay

- (a) All affected employees shall receive 4 weeks ordinary pay in lieu of notice.
- (b) All affected employees shall receive 3 weeks ordinary pay for each completed year of service pro-rated to reflect completed months of service within an incomplete year of service.
- (c) No affected employee shall receive more than 79 weeks pay based on the total of the formulae in (a) and (b).
- (d) Where the amount of severance money payable to an employee under the formula set out in parts (a) and (b) differs from the standard in the Employee Protection Act 1982, the greater amount will be paid.
- (e) An employee with at least two (2) years service shall receive pro-rated Long Service Leave accruals in accordance with the Long Service Leave Act, 1955, as amended.
- (f) Sub-clauses (a), (b) and (c) of this Clause shall not apply where the Employer offers the employee alternative work he/she is competent to perform and which may reasonably be regarded as permanent.

31. Change of Shift

- (i) There shall be a 5 minute paid wash-up period for those who need it at the end of each shift.
- (ii) The outgoing Leading Hand is responsible for a complete changeover of the shift to the incoming Leading Hand who is on the platform ready to commence work.
- (iii) When necessary, other members of the team will assist in the complete changeover.

32. Commitment

- (a) Employees and Management are committed to ensure the Botany site is maintained as an efficient and productive operation.
- (b) To this end, an ongoing consultative approach will take place to ensure a process of continuous improvement and breaking down barriers between cross union traditional roles, which will allow remuneration growth through improved process and skills enhancement without the traditional trade off approach, in order to achieve a safer and more effective self-managed workplace.

33. Training

It is recognised that in order for the Company to maintain its competitive edge greater emphasis must be placed on the effective training of its employees. Through consultation, training systems shall be established within the framework of the Classification Structure of this Agreement, designed to provide opportunities for career progression and the development of highly skilled and flexible workforce.

34. Consultative Committee

A Consultative Committee will be set up comprised of Management and Union representatives which will seek to:

- (a) Develop a new competency-based job classification structure.
- (b) Develop a set of agreed Key Performance Indicators for the Botany Site.
- (c) Re-examine training and skills attainment.

35. Salary Sacrifice

Subject to the following conditions, an employee may elect to salary sacrifice any amount of their current gross salary to an approved superannuation scheme.

- (i) An application from the employee will be lodged in writing, detailing the amount of salary to be salary sacrificed.
- (ii) The application being accepted by and meeting the terms of the superannuation scheme.
- (iii) The employee bearing the responsibility for any and all costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.

36. Statement Regarding Duress

The parties declare that the document was at no stage entered into under duress.

37. Area, Incidence and Duration

This agreement shall apply to all employees employed by the Company at 49-61 Stephen Road, Botany, in any of the occupations, industries or callings specified in the Parent Award.

This agreement shall take effect from the first full pay period to commence on or after 1 November 2004 and will remain in force for a period of 3 years.

38. Signatories

Signed for and on behalf of Nuplex Industries (Aust) Pty Ltd.

Name Date

In the presence of:

Name Date

Signed for and on behalf of: Australian Workers Union:

Name Date

In the presence of:

Name Date