

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/56

TITLE: **Ecolab Pty Limited Revesby Enterprise Agreement 2004**

I.R.C. NO: IRC4/6993

DATE APPROVED/COMMENCEMENT: 3 December 2004 / 1 July 2004

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**NEW AGREEMENT OR
VARIATION:** Replaces EA02/10.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by Ecolab Pty Ltd, engaged in or in connection with the manufacture and warehousing of specialty chemicals at the Company's site at 30-32 Marigold Street, Revesby 2212, who fall within the coverage of the Chemical Workers (State) Award

PARTIES: Ecolab Pty Ltd -&- the Shop, Distributive and Allied Employees' Association, New South Wales

ECOLAB PTY LIMITED REVESBY ENTERPRISE AGREEMENT 2004

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Pursuant To Clause 11 Of The Agreement

1. Title

This Agreement shall be known as the "Ecolab Pty Limited Revesby Enterprise Agreement 2004".

2. Objectives of Parties

The parties to this Agreement are Ecolab Pty Limited ("the Company"), and the Shop, Distributive & Allied Employees' Association, New South Wales ("the Union").

It is the objective of the parties to implement workplace practices so as to provide arrangements which improve efficiency and productivity of the industry, enhance skills and job satisfaction and assist positively towards ensuring that the company becomes a more efficient enterprise.

The parties agree that the objectives of this Agreement are to facilitate:

- (a) Development and monitoring of Key Performance Indicators;
- (b) Workplace productivity; and
- (c) The development and maintenance of the most productive and harmonious working relationship obtainable.

It is recognised that an important factor towards reaching the above objectives is the development of a working environment where all parties are involved with the decision-making process. Both management and employees are committed to co-operating positively to implement work practices that are flexible and meet the requirements of the company.

3. Wages

- (a) Adult Employees - The minimum rates to be paid to adult employees shall be as set out in Table 1, Monetary Rates and Allowances.
- (b) Wages shall be increased during the life of the Agreement as follows:
 - (i) An increase of 4 per cent to an employee's weekly wages, for each classification contained in the Agreement, on and from 1 July 2004; and
 - (ii) A further increase of 4 per cent to the employee's weekly wages, for each classification contained in the Agreement, on and from 1 December 2005.

4. Supported Wage System for Workers With Disabilities

Definitions

- (a) This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:
 - (i) 'Supported Wage System' means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".
 - (ii) 'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
 - (iii) 'Disability Support Pension' means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
 - (iv) 'Assessment Document' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

Eligibility Criteria

- (b) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

(The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment).

The Award Does Not Apply to Employers in Respect of Their Facility, Program, Undertaking, Service Or the Like which Receives Funding under the *Disability Services Act*, 1986 and Fulfils the Dual Role of Service Provider and Sheltered Employer to People With Disabilities Who Are in Receipt of Or Are Eligible for a Disability Support Pension, Except With Respect to an Organisation which Has Received Recognition under Section 10 Or Section 12a of the Act, Or If a Part Only Has Received Recognition, that Part.

Supported Wage Rates

- (c) Employees to whom this clause applies shall be paid the appropriate percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed Capacity (sub-clause (d))	% Of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than \$61.00 per week).

* Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

Assessment of Capacity

- (d) For the purpose of establishing the percentage of the award rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- (i) the employer and a union party to the Award, in consultation with the employee or, if desired by any of these;
 - (ii) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

Lodgement of Assessment Document

- (e)

- (i) All assessment documents under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission of New South Wales.
- (ii) All assessment documents shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and will take effect unless an objection is notified to the Registrar within ten working days.

Review of Assessment

- (f) The assessment of the appropriate percentage should be subject to annual review or earlier on the basis of a reasonable request for a review. The process of review must be in accordance with the procedures for assessing capacity under the Supported Wage System.

Other Terms and Conditions of Employment

- (g) Where an assessment has been made, the appropriate percentage will apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Award paid on a pro-rata basis.

Workplace Adjustment

- (h) An employer wishing to employ a person under the provisions of this clause must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

Trial Period

- (i)
 - (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
 - (ii) During the trial period the assessment of capacity must be undertaken and the proposed wage rate for a continuing employment relationship must be determined.
 - (iii) The minimum amount payable to the employee during the trial period shall be no less than \$61.00 per week.
 - (iv) Work trials should include induction or training as appropriate to the job being trialled.
 - (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (d) of this clause.

5. No Extra Claims

The parties agree that for the nominal term of this Agreement no further claims will be made in relation to terms and conditions of employment.

6. Contract of Employment

- (a) In respect of full-time and part-time employment an employee or an employer may terminate the contract of employment with one week's notice or by the payment or forfeiture of one week's pay.

Provided that during the first three months of full-time or part-time employment contract of employment shall be of a probationary nature.

- (b)
 - (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote deskilling.
 - (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
 - (iii) Any direction issued by an employer pursuant to subclauses (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
 - (iv) If a dispute arises under this sub-clause, the provisions of Clause 37 Disputes Procedure shall be invoked.
- (c) The parties agree that new employees should make an informed choice as to whether they are covered by an Australian Workplace Agreement ("AWA"), or the Enterprise Agreement ("Agreement") applicable to employees working at the Revesby site. This shall be facilitated subject to the following:
 - (i) All employees shall be given both a copy of an AWA applicable to their job, and a copy of the Agreement;
 - (ii) A covering letter shall accompany both the AWA and Agreement, the content of which is to be agreed between the Union and the Company, and further, shall contain:
 - (1) A brief summary of the main features of both the AWA and the Agreement,
 - (2) The name and contact details of the Union Delegate(s) at the Revesby site if further information is required in relation to the Agreement, and
 - (3) The name and contact details of the Human Resources Department of the Company if further information is required in relation to the AWA.
 - (iii) Any variations to the covering letter during the life of the Agreement at sub-paragraph (ii) hereof, shall be subject to agreement between the Union and the Company.
- (d) All casual/labour hire employees shall be engaged at site rates.

7. Flexibility

- (i) The employee shall perform all tasks which are incidental or related to their normal work.
- (ii) An employer has developed a classification regime for their enterprise. The classification regime is attached in Table 1.

8. Enterprise Arrangements

- (i)
 - (a) As part of the Structural Efficiency exercise and as an ongoing process for improvements in productivity and efficiency, discussion should take place at the enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultation mechanisms across the workplace to all employees in an enterprise and

consideration of a single bargaining unit in all multi-union/union award workplaces. Union delegates at the place of work may be involved in such discussions.

(b) The terms of any proposed genuine arrangement reached between an employer and employee(s) in any enterprise shall, after due processing, substitute for the provisions of this agreement to the extent that they are contrary provided that:

(1) The employee affected genuinely agrees.

(2) Such arrangement is consistent with the current State Wage Case principles.

(c)

(1) When an objection is raised, the parties are to confer in an effort to resolve the issue.

(ii) Procedures to be followed.

Such agreements shall be processed as follows:

(a) All employees will be provided with the current prescriptions (e.g. award, industrial agreement or enterprise arrangement) that apply at the place of work.

(b)

(1) Where an arrangement is agreed between the employer and the employees or their authorised representatives at an enterprise, such arrangements shall be committed to writing.

Where the arrangement is agreed between the employer and an absolute majority of permanent employees under this award at an enterprise, such arrangements shall be committed to writing.

(2) The authorised representative of employees at an enterprise may include a delegate, organiser or official of the relevant union if requested to be involved by the majority of employees at the establishment.

(c) The arrangements shall be signed by the employer or the employer's duly authorised representative, and the employee.

(d) Where an arrangement is objected to in accordance with sub-clause (i)(c)(1) and the objection is not resolved, an employer may make application to the Industrial Commission to vary the agreement to give effect to the arrangement.

(e) No existing employee shall suffer a reduction in entitlement to earnings, award or overaward, for working ordinary hours of work as the result of any award changes made as part of the implementation of the arrangement.

9. Part-Time and Casual Employees

(a) Part-time Employees:

(i) Part-time employees may be employed.

(ii) The ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for weekly employees but shall not in any case be less than twenty hours per week.

(iii) Part-time employees shall be paid at an hourly rate of pay which shall be at the rate of one thirty-eighth of the weekly wage of the appropriate classification.

- (iv) All other provisions of this award with respect to annual leave, sick leave, and holidays, shall apply to part-time employees.

10. Conversion of Casuals/Labour Hire Employees to Permanent Status

- (a) Where a casual/labour hire employee works regular and systematic hours for a period of six (6) months or more, the Company shall offer that employee permanent employment, based upon the average number of ordinary hours that employee was working as a casual/labour hire employee.
- (b) The Company shall offer the employee a permanent position, unless the Company can demonstrate that the position cannot be permanent due to:
 - (i) The existence of a business condition which effects the on-going permanent nature of the work, or
 - (ii) The performance of the employee.
- (c) Any dispute arising in relation to the operation and/or application of this clause shall be dealt with in accordance with clause 37 - Disputes Procedure, of the Agreement.

11. Skills Attainment

- (a) The Company undertakes to provide training for any employee who indicates a willingness to upgrade their skills to the level of Skilled Operator - Level 3 - as described in this Agreement.
- (b) Training as provided for in this Agreement shall commence from the commencement of this Agreement, and shall be concluded and assessed no later than 30 April 2005. All such training and competency assessment(s) shall be as prescribed in Annexure A of this Agreement, and subject to the parameters contained therein. Provided further that an employee may undertake training and assessment earlier than 30 April 2005.
- (c) Where a request is made by the employee pursuant to this clause, the Company shall carry out the training and provide sufficient opportunity for the employee to gain the necessary additional skills for Skilled Operator - Level 3.
- (d) Upon completion of the training module(s), a competency assessment shall be conducted in accordance with Annexure A, and shall be conducted by a suitably qualified person(s) from within the Company, such as the QC Technician or Quality Manager.
- (e) Provided further that the Company shall, within the same period as described at sub-clause 9.2, assess the employee's existing skills against the Level 2 position description. Where training needs are identified, the Company shall provide such training as necessary to enable the employee to complete the tasks required at each level.
- (f) A Skilled Operator - Level 3, shall be required to perform the duties as prescribed in the Definitions clause of this Agreement.
- (g) Where an employee is not assessed as competent in accordance with this clause as provided at sub-clause 9.2, the Company shall provide further training at the first available opportunity in order for the employee to achieve the additional skills for Skilled Operator - Level 3.
- (h) Where an employee is assessed as competent in accordance with this clause, they shall be appointed to Skilled Operator - Level 3 at the date of assessment, and shall be paid the appropriate rate for that level from the first full pay period on or after assessment. This provision also applies to employees who have undertaken assessment before 30 April 2005.
- (i) Provided that no employee may be disadvantaged as a result of the operation of this clause, nor shall an employee be re-classified to a classification lower than their classification at the commencement of this Agreement.

- (j) All disputes in relation to the application and/or operation of this clause shall be subject to clause 37 - Disputes Procedure, of this Agreement.

12. Hours

- (a) The ordinary hours of working, excluding shift workers, hereinafter provided for exclusive of meal hours, shall not exceed thirty-eight per week, to be worked between the hours of 7.00am and 6.00pm Monday to Friday inclusive.

The employer may, with the agreement of the employee, commence ordinary hours between 6.00am and 7.00am. The employee's consent shall not be withheld unreasonably.

- (b) Within the limits prescribed in subclause (a) of this clause, each employer shall fix the starting and finishing times for various employees. Such times shall not be altered except upon seven days' notice

13. Twelve Hour Engagements

Following consultation and agreement in writing with employee and parties to the agreement, an employer may introduce daily engagements of twelve ordinary hours.

14. Shift Work

- (a) Hours - The ordinary hours of shift workers shall not exceed -

- (i) eight hours in any consecutive twenty-four hours; or
- (ii) thirty-eight hours in any one week; or
- (iii) seventy-six hours in fourteen consecutive days.

Shift workers shall be allowed twenty minutes on each shift for crib which shall be counted as time worked.

- (b) Overtime - Subject to the provisions of subclause (c), Payment for Saturdays, and subclause (d) Payments for Sundays and Holidays, of this clause, shift workers shall for all time worked -

- (i) in excess of or outside of the ordinary shift work hours prescribed by this award; or
- (ii) on more than eleven shifts in twelve consecutive days; or
- (iii) on a rostered shift off;

be paid at the rate of time and a half for the first two hours and double time thereafter.

- (c) Payment for Saturdays - Shift workers shall be paid at the rate of time and one-half for ordinary rostered shifts worked on Saturday. This rate shall be in substitution for, and not cumulative upon, the shift allowance prescribed in subclause (e), Shift Allowance, of this clause.

- (d) Payment for Sundays and Holidays - Shift workers shall be paid at the rate of time and three quarters for ordinary rostered shifts worked on Sundays and at the rate of double time for work other than on an ordinary rostered shift carried out on Sundays.

Shift workers shall be paid at the rate of double time and one-half for all work carried out (whether on an ordinary rostered shift or otherwise) on any of the holidays prescribed in clause 16, Holidays, of this award.

The rates prescribed in this subclause shall be in substitution for, and not cumulative upon, the shift allowances prescribed in subclause (e), Shift Allowance, of this clause.

- (e) Shift Allowance
 - (i) Employees engaged on morning or afternoon shifts (as defined in Definitions), shall be paid as set out in Item 1 of Table 1 - Monetary Rates and Allowances, in addition to their appropriate rate of pay.
 - (ii) Employees engaged on night shift (as defined in Definitions) shall be paid the amount as set out in Item 2, of Table 1, in addition to their appropriate rate of pay.

15. Meal Hours

- (a) Lunch -
 - (i) There shall be a meal break for lunch each day Monday to Friday, inclusive, between 11.45am and 1.45pm of not less than 30 minutes nor more than one-hour as may be determined by each employer for his employees.
 - (ii) An employee called upon to work during his meal break for lunch shall be paid at the rate of time and a half for all time worked during such break and shall be given, in the employer's time, a crib time of not less than twenty minutes to partake of a meal. The said rate of time and a half shall continue until the commencement of the paid crib break or until the employee ceases work for the day, whichever is the earlier.
- (b) Tea -
 - (i) Where overtime exceeding one hour is to be worked a meal break for tea of not less than thirty minutes nor more than one hour shall be allowed between 5pm and 7pm; provided that a majority of employees may arrange with their employer for all employees to continue to work for not more than two hours beyond their usual finishing time without such meal break.
 - (ii) Subject to the provisions of paragraph (i) of this subclause, an employee, called upon to work during his meal break for tea, shall be paid at the rate of time and a half

16. Meal Allowance

An employee who is required to work for any period in excess of one and one-half hours after the fixed finishing time, shall be allowed an amount as set out in Item 5, of Table 1 - Monetary Rates and Allowances, for a meal which shall be paid to the employee at the next pay period.

17. Overtime

- (a) An employee shall be paid overtime at the rate of time and a half for the first two hours and double time thereafter for:-
 - (i) all time worked before the usual commencing time on any day;
 - (ii) all time worked after the usual finishing time on any day;
 - (iii) all time worked in excess of the daily limitation of hours prescribed by clause 9, Hours, of this award.
- (b) In computing overtime any portion of an hour less than thirty minutes shall be reckoned as half an hour and any portion of an hour in excess of thirty minutes shall be reckoned as one hour.
- (c) Any employee required to work overtime on a Saturday, shall be paid a minimum payment of four hours.
- (d) Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available the employer shall provide him with a conveyance, or pay the cost of such

conveyance, to reach a point where reasonable means of transport are available, or, if no such transport is available, to his home.

- (e) An employee recalled to work overtime, after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time he is recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he was recalled to perform is completed within a shorter period.

18. Sundays

All work done on any Sunday shall be paid for at the rate of double time with a minimum payment of four hours.

19. Holidays

- (a) The following days or the day upon which they are observed shall be holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, and all other days proclaimed as public holidays for the State and local gazetted public holidays in the districts to which they apply.
- (b) All award holidays falling on a usual working day shall be counted as time worked and paid for as such.
- (c) An employee who without reasonable cause absents himself without leave on the working day immediately preceding or the working day immediately following an award holiday shall not be entitled to payment for such holiday.
- (d) Work done on any award holiday or Easter Saturday shall be paid for at the rate of double time and one-half with a minimum payment of four hours.

20. Annual Leave

- (a) Day workers and six-day shift workers - See *Annual Holidays Act, 1944*. In recognition of the practice of incorporating the "Union Picnic Day" into annual leave, the employee shall accrue holidays at the rate of 21 days [159.6 hrs] per year.
- (b) Seven-Day Shift Workers - this agreement shall not cover seven-day shift workers.

21. Annual Holidays Loading

An annual leave loading of 17½ shall be paid on all annual leave taken under this agreement.

22. Sick Leave

An Employee Who is Unable to Attend for Duty During His Ordinary Working Hours By Reason of Personal Illness Or Personal Incapacity (Including Incapacity Resulting from Injury Within the *Workers' Compensation Act, 1987*), Not Due to His Own Serious and Wilful Misconduct, Shall be Entitled to be Paid at Ordinary Time Rate of Pay for the Time of Such Non-Attendance Subject to the Following:

- (a) The employee shall not be entitled to paid leave of absence for any period in respect of which he is entitled to compensation under the *Workers' Compensation Act, 1987*.
- (b) The employee should within four hours where practicable, and in any case shall within twenty-four hours, of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

- (c) The employee shall prove to the satisfaction of his employer, by the production of a medical certificate or other satisfactory evidence, that he was unable, on account of illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- (d) Subject to the other provisions of this clause, an employee shall be credited with 76 hours paid sick leave in respect of each year of service which commences on or after 1 March, 1979. Sick leave granted with pay shall be deducted from such credit.
- (e) Sick leave entitlements not claimed in any one year shall accumulate from year to year so long as the employment continues with the employer.
- (f) Service before the coming into force of this agreement shall be counted as service for the purpose of qualifying there under.
- (g) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment at which time the payments shall be made. Provided further, an employee shall forfeit any payment for sick leave if the employee terminates the contract of employment within the first three months of employment. Alternatively, if an employer terminates the contract of employment within the first three months, the employer shall pay the employee for any sick leave taken by the employee, to a maximum of 76 hours.
- (h) Notwithstanding the provisions of this sub-clause an employer in consultation and agreement with employees, in writing, may observe other provisions in respect to sick leave. Provided that the quantum of sick leave stipulated in sub-clause (d) hereof, shall not be reduced by such agreement(s).

STATE PERSONAL/CARER'S LEAVE CASE

This agreement recognises the principles reached by the Industrial Relations Commission of New South Wales in respect of the obligations of an employee to provide care and support to certain persons, and allows for the use of accumulated sick and annual leave to be taken for such purposes. Such leave shall be subject to the same obligations on the employee as applying to personal sick leave.

23. Mixed Functions

Any employee called upon to do work of a higher classification than that in which he is working shall, if so employed for at least one-half hour and less than two hours, be paid at the rate for such higher classification for the time so employed.

If so employed for two hours or more he shall be paid the rate for the higher classification for the whole day.

24. General Conditions

- (a) Where an employee is required by the employer to wear a uniform, cap, coat, overall, or other uniform dress, it shall be provided, maintained and laundered at the employer's expense.
- (b) Where the nature of work performed by employees necessitates suitable industrial clothing, including waterproof clothing and/or aprons, rubber boots or clogs, work boots, work shoes, gloves, goggles, etc., they shall be supplied and paid for by the employer and shall remain the property of the employer.
- (c) Not less than five minutes before ceasing time shall be allowed to employees for washing purposes.
- (d) Employees shall be allowed a rest pause of ten minutes in the first half of each day or shift at a time to be mutually arranged. The employer shall provide hot water during such rest pauses for the purpose of making tea or coffee.
- (e) Where an employee is required to perform work of an unusually dirty, dusty and/or offensive nature or to work in temperatures of abnormal heat or cold, such employees shall be paid the extra amount set out

in Item 6, of Table 2 - Monetary Rates and Allowances, whilst engaged on such work. Such employees shall be allowed ten minutes off prior to ceasing time for cleansing purposes.

- (f) An employee who is appointed as a first-aid attendant shall be paid an additional payment as set out in Item 9 of Table 1 - Monetary Rates and Allowances.
- (r) No deductions shall be made from any leave due or from ordinary weekly wages due for time off required by employees to sit for examinations relevant to their employment.

25. Time and Payment of Wages

- (i) Wages shall be paid at or before the finishing time on the usual pay day which shall be not later than Thursday in the week of the payment, and shall be by Electronic Funds Transfer. Payment shall be on a two week cycle.

26. Termination of Employment

- (a) Except in the case of misconduct the employment of any employee may be terminated by one week's notice on either side or by the payment or forfeiture (as the case may be) of one week's wages in lieu of such notice.
- (b) In the event of a stoppage of work through any cause outside the employer's control, the contract of employment may be continued, in which case the employer's liability for payment shall be suspended for the duration of the stoppage of work: Provided that two working days' notice shall be given to employees prior to such suspension.
- (c) An employee whose employment is terminated by the employer on the working day immediately preceding a holiday or holidays, otherwise than for misconduct shall be paid for such holiday or holidays.
- (d) Any employee, with more than three months' service, on leaving or being discharged, shall, if he so requests, be given a note by his employer stating the length and nature of the employment.
- (e) Such note shall be the property of the employee and shall be returned to him unmarked by any subsequent employer within seven days from the commencement of his service.

27. Long Service Leave

See *Long Service Leave Act 1955*.

28. Compassionate Leave

An employee shall, on the death within Australia of a wife, husband, father, mother, father-in-law, mother in law, child or stepchild, brother or sister, be entitled on notice to leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days' work. Proof of such death shall be furnished by the employee to the satisfaction of the employer: Provided, however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave. For the purposes of this clause the words "wife" or "husband" shall not include a "wife" or "husband" from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband as the case may be.

Provided further that an employee on weekly hiring shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

29. Maternity Leave

See Chapter 4, Part 2 of the *Industrial Relations Act* 1996 as amended.

30. Blood Donor Leave

Where blood donation facilities are made available at an employer's establishment covered by this award, or at some other nearby place, an employee who donates blood at such facility during his ordinary working hours shall be entitled to one hour's paid leave on each occasion for that purpose provided that, before making payment for such leave, the employer may require satisfactory proof of the employee's blood donation. Production of the relevant Blood Bank card or certificate, properly completed, shall constitute such satisfactory proof.

31. Jury Service

An employee shall be allowed leave, of absence during any period when required to attend for jury service.

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's award rate of pay as if working.

An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.

32. Right of Entry

See Chapter 5, Part 7 of the *Industrial Relations Act* 1996 as amended.

33. Union Delegate

An employee-appointed union delegate shall upon notification thereof to his employer, be recognised as the accredited representative of the Shop, Distributive & Allied Employees' Association, New South Wales.

34. Trade Union Training

Authorised Union Delegates who are nominated by the Secretary of the Union to attend training conducted under the authority of the Australian Council of Trade Unions or Trade Union Training Authority, or the Union, shall be granted leave of absence while attending such training provided that:

- (i) at least two weeks prior to attendance at the course or courses the employer receives written notice of the nomination from the union secretary setting out the times, dates, content and venue of the course;
- (ii) nominations shall not involve absences from work of more than two delegates from each union per establishment (for a maximum of three days for each nominee) in each calendar year and, for the purpose of this sub-clause, a calendar year shall mean the period from January 1 to December 31 inclusive;
- (iii) leave of absence granted shall be counted as time worked for the purposes of annual leave, sick leave and long service leave. Delegates attending shall receive their normal rate of pay whilst on such leave including shift allowances, but other allowances, penalty rates or any other daily or hourly payments prescribed by this award shall not be payable. The rate of pay for such leave shall be shared equally between the employer and the union concerned.

35. Superannuation

- (1) Ecolab shall make payment of contributions to the Ecolab Superannuation Fund, or to another Approved Superannuation Fund in accordance with statutory requirements.

- (2) The employee may make further contributions according to the rules of the fund, and statutory regulations

36. Interpretation

In this agreement, unless the contrary intention appears -

- (i) words importing the masculine gender shall include the female gender; and
- (ii) words in the singular shall include the plural, and words in the plural shall include the singular.

37. Disputes Procedure

The procedural steps for the resolution of industrial disputation will be as follows:

- (i) Procedure in relation to a grievance of an individual employee:
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels or authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of this discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by an industrial organisation of employees.
- (ii) Procedure for a dispute between an employer and the employees:
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time levels must be followed for discussion at each level of authority.
 - (c) While this procedure is being followed, normal work must continue.
 - (d) If the dispute still remains unresolved, the dispute shall be referred to the New South Wales Industrial Relations Commission for conciliation and/or arbitration.

38. Declaration

The parties declare that this Agreement:

- (a) Is not contrary to public interest;
- (b) Is not unfair, harsh or unconscionable;
- (c) Was at no stage entered into under duress;
- (d) Reflects the interests and desires of the parties; and
- (e) Is not to be used as a precedent.

39. Area, Incidence and Duration

This Agreement shall apply to employees of Ecolab Pty Ltd engaged in or in connection with the manufacture and warehousing of specialty chemicals at the Company's Revesby site (30-32 Marigold Street, Revesby 2212) unless otherwise contracted or employed.

The Agreement shall be read and interpreted in conjunction with the parent Award, and where there is any inconsistency between this Agreement and the parent Award, this Agreement shall prevail.

40. Date and Period of Operation

This Agreement shall take effect from the beginning of the first pay period commencing on or after 1st July, 2004, and shall remain in force for a period of two years.

41. Signatories to Agreement

The undersigned parties approve the terms contained in the Ecolab Enterprise Bargaining Agreement herein sought and agree that the terms give effect to the agreement between them.

I am the National Operations Manager of Ecolab Pty Ltd and am authorised to approve the terms contained within this Enterprise Agreement on its behalf and have approved those terms on its behalf

..... dated

I am an officer of the Shop, Distributive and Allied Employees' Association, and am authorised by the Committee of Management of the Organisation to approve the terms contained within this Enterprise Agreement on its behalf and have approved those terms on its behalf.

..... dated

Table 1 - Monetary Rates and Allowances

Item. No	Clause No	Brief Description	Amount \$	From 1 July 2004	From 1 Dec 2005
1	11 (e)	Shift work. Engaged on morning or afternoon shifts	\$11.69 per shift	\$12.16 per shift	\$12.64 per shift
2	11 (e)	Shift Work. Engaged on night shifts	\$15.79 per shift	\$16.42 per shift	\$17.08 per shift
3	3 (1)	Senior hand supervising 6-10 employees	\$25.00 per week	\$26.00 per week	\$27.04 per week
4	3 (I)	Senior hand supervising more than 10 employees	\$30.00 per week	\$31.20 per week	\$32.45 per week
5	13	Meal allowance	\$9.40	\$9.78	\$10.17
6	21 (e)	Required to perform work of an unusually dirty, dusty and/or offensive nature, or temperatures of abnormal heat/cold	\$0.35 per hr	\$0.36 per hour	\$0.38 per hour
7	3	Mixing allowance	\$4.14 per day	\$4.31 per day	\$4.48 per day
8	3	Boiler allowance	\$5.51/day	\$5.73 per day	\$5.96 per day
9	21 [f]	Appointed as a first aid attendant	\$2.32/day or shift	\$2.41 per day or shift	\$2.51 per day or shift

10	3	Starting wage (level 1)	\$559.06 per week	\$581.42 per week	\$604.68 per week
11	3	Trained Operator [level 2]	\$667.19 per week	\$693.88 per week	\$721.63 per week
12	3	Skilled operator [level 3]	\$706.46 per week	\$734.72 per week	\$764.10 per week

Table 2 - Special note on sick leave

Those employees who were employed by Gibson Chemicals Pty Ltd on 21st December 1997, and have remained in continuous employ since then shall be paid all accrued sick leave on departure from the employ of Ecolab Pty Ltd.

Definitions

1. Starting Wage - Level 1

An employee within their first 3 months of employment.

2. Trained Operator - Level 2

As per Chemical Operator Job Description

3. Skilled Operator - Level 3

In addition to the duties of a Trained Operator - Level 2, a Skilled Operator - Level 3 will be competent and willing to perform the following:

Specific Gravity Test in accordance with Quality Assurance Test Method (QATM) 024,

pH Test in accordance with QATM 006,

Appearance, in accordance with QATM 340 and

Computer skills to support routine entry of quality control data and confirmation of mixing sheets in accordance with appropriate written procedures.

The rate for a Skilled Operator - Level 3 is inclusive of mixing allowances.

4. Shifts

If circumstances require that Shift Work be undertaken, then the appropriate starting and finishing times will be agreed with the parties to this award.

ANNEXURE A

TRAINING AND ASSESSMENT IN COMPETENCIES PURSUANT TO CLAUSE 11 OF THE AGREEMENT

Level 1 - Starting Wage

Operator can perform various mixing and packing tasks, usually under the supervision of a trained or skilled operator.

Level 2 - Trained Operator

Skill / Task	Competency Assessment
<p>Prestage batches according to appropriate quality procedures, mixing instructions and safety procedures</p>	<p>Operator must perform prestage tasks for all batches as per daily production schedule for 1 week. (approx 30 -40 batches) An operator will be assessed as competent when: The operator can complete prestage correctly and fully for all batches. The operator applies all correct quality and safety procedures The operator correctly follows all mixing instructions. The operator completes prestage within specified timeframes. Verified by Production QC Supervisor / Plant Manager</p>
<p>Mix batches according to appropriate quality procedures, mixing instructions and safety procedures</p>	<p>Operator must perform mixing tasks for a period of 1 week as per the production schedule. (approx 20 batches). An operator will be assessed as competent when: The operator can complete mixing as per industrial engineering standards. The operator can complete mixing in accordance with AUS-PRO 0806 The operator can correctly complete all paperwork. The operator has no reject batches. Reworks/Adjustments are completed within the standard of less than 4% Batches must be completed within specified timeframes. Verified by Production QC Supervisor / Plant Manager</p>
<p>Pack products according to appropriate quality procedures, packing instructions and safety procedures</p>	<p>Operator must perform packing tasks for 1 week and complete a minimum of 3 packing jobs for each pack size. An operator will be assessed as competent when: The operator can pack IBCs, mausers, cubes (15-25L), small bottles (5L), Oasis Compac 2.5L and Oasis Compac 10L; The operator can set up the filling line and operate the appropriate filling equipment, The operator can perform minor adjustments during setup and operation, The operator can identify and report any anomalies in equipment operation; The operator passes all quality checks; The operator can complete the job with at 100% efficiency based on the engineering standards including set up and clean up time; The operator can complete all paperwork correctly. Verified by Production QC Supervisor / Plant Manager</p>

Operate forklift truck	<p>Operator must hold a current forklift licence</p> <p>An operator will be assessed as competent when:</p> <p>The operator can operate both counterbalance and reach units:</p> <p>The operator must demonstrate the process by safely removing a full pallet from the top level of the racking, shifting it to a lower position, then returning it to its original location</p> <p>Verified by Production QC Supervisor / Plant Manager</p>
Perform Cycle Counts	<p>An operator will be assessed as competent when:</p> <p>The operator can correctly count at least ten inventory items, including a selection of raw materials, containers and labels -</p> <p>Verified by Production QC Supervisor / Plant Manager</p>

Level 3 - Skilled Operator

Skill / Task	Competency Test
<p>Test samples for the following:</p> <p>Specific Gravity according to QATM-024</p> <p>pH according to QATM - 006</p> <p>Appearance according to QATM 340</p> <p>Once tests completed confirm factory orders on Masterpack including entry of quality control results</p>	<p>An operator is assessed as competent when:</p> <p>The operator can successfully perform SG, pH and appearance tests on at least ten samples. verified by QC technician</p> <p><input type="checkbox"/> The operator can successfully confirm factory orders for at least ten mixing jobs and ten packing jobs, with nil errors</p> <p>Verified by Production QC Supervisor / Plant Manager</p>