

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA98/162**

**TITLE:      Dow Corning Australia Pty Ltd Blacktown Site Agreement 1998**

**I.R.C. NO: 98/2173**

**DATE APPROVED/COMMENCEMENT: 18 May 1998 and commenced 5 February 1998**

**TERM: Expires 4 February 2000**

**NEW AGREEMENT OR  
VARIATION:              New. Replaces EA97/74**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 28**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: To apply to employees who perform work within the scope of the Chemical Workers (State) Award, located at the Blacktown site.**

**PARTIES: Dow Corning Australia Pty Ltd -&- The Australian Workers' Union, New South Wales**



## APPENDIX B

### 1. Purpose

The purpose of the Agreement is to wholly cover the terms and conditions of employment of Dow Corning employees in the occupations identified at its Blacktown sites.

### 2. Title

This Agreement shall be known as the "Dow Corning Australia Pty Ltd Blacktown Site Agreement 1998".

### 3. Parties

This Agreement shall be binding upon:

- (i) Dow Corning Australia Pty Limited ("Dow Corning") in respect of its premises at 21 Tattersall Road and 18 Valediction Road, Blacktown, NSW, 2148; and
- (ii) The Australian Workers' Union New South Wales and employees of Dow Corning who are, or are eligible to be, members thereof.

### 4. Workplace Values and Consultation

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

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

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

The main mechanism to summarise these ideas and more efficient work practices is at 'Natural Work Group meetings', which are held on a regular basis within each department. Representatives from these meetings assemble to discuss these ideas at the J-Corn (Joint Consultative Committee) to ensure site wide consistency and approval.

This Agreement reflects our aim to reach agreement on the basis of mutual problem solving using the above process of consultation.



incorporated Industry Training Advisory Boards and have representation from unions, companies and TAFE.

In summary, the levels used are:

Entry Level - Includes all new employees and employees on probation. Employees at this level must work under supervision.

Training Level - Employees at this level can work without close supervision under normal operating conditions.

Skilled Level - Employees at this level can work without close supervision under both normal and abnormal operating conditions within prescribed guidelines (defined in Standard Operating & Safety Procedures and Competency Standards).

Multi-Skilled Level - Employees at this level have demonstrated an ability to work at a skilled level (or where required at a skilled and a training level) in two or more areas of the Site. (As defined in Appendix A).

The summary of which competency standards apply to the various levels and departments is contained in Appendix A.

## 11. Safety

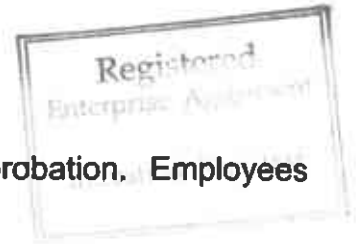
Dow Corning has clearly stated safety and environmental policies. Our attention to safety is based on our full time commitment to injury free work, individual self worth and a consideration of the well being of others.

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

Employees are expected to adhere to the provisions of the OH&S Act and the Dow Corning safety and environmental standards and become involved in safety programs if required (e.g. Safe Behaviour Involvement Program).

## 12. Wage Schedule

Department	Job Level	Annual Wage	Weekly Wage
Packaging	Entry Training Skilled Multiskilled (Warehouse)	See Appendix B	
Warehouse	Entry		



or any other agreed method.

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

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

## 15. Day Work

Day work is work other than shift work and includes ordinary hours of service being worked between 6.00 am and 5.00 p.m. or 5.00 am and 4.00 pm during summer time (by agreement) Monday to Friday. These hours may be extended by agreement. Employees contracted to work on an 8 hour day shift will not be paid for their meal break.

Registered  
Enterprise Agreement

Industrial Registrar

## 16. Shift Work

Shift work may currently be defined as one of the following:

- seven day and 12 hour shifts where normal hours include Saturday or Sunday.
- 5 day rosters where Saturday & Sunday are not normally worked.
- afternoon shift finishing after 7.00 p.m. and before midnight.
- night shift finishing after midnight and before 8.00 am.

Shift rosters shall specify start and finish times of the respective shifts.

Shift lengths shall not be longer than 12 hours, plus shift handover and will be subject to proper health and safety procedures being observed.

Shift loading will apply to each shift and will be paid at:

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

If changes in production demands require new shift patterns and loadings, employees will be consulted as to the preferred roster which meets business needs. The method of working shifts may be varied with at least one weeks notice.

When a shift worker and an employee on rotating shifts works a day shift they will be entitled to a paid meal break.

## 17. Rostered Day Off

Employees working an 8 hour shift will accrue an RDO each four weeks when an employee is working a 40 hour week. Up to 12 RDO's will accrue each year.

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

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

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

Registered  
Enterprise Agreement  
Industrial Registrar

## 18. Work Role Changes

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

When work role changes require employees to work at a position normally paid at a lesser rate, there will be no loss of wages, the tasks assigned will be appropriate to the competency levels and other employees not disadvantaged.

## 19. Public Holidays

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

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

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

Employees performing work on a public holiday will be paid for the day plus time and one half. This will be in substitution for any shift premium payable. Where an employee is rostered off and therefore does not work the public holiday, they shall receive an additional 8 hours pay at ordinary time in lieu of the public holiday.

## 20. Meal Breaks

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

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

Meal breaks can be varied with seven days notice.

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

An employee will be entitled to a meal allowance of \$7.65 if required to work for more than two hours after the ordinary ceasing time. The allowance will only apply if the employee was not given at least 24 hours notice of the requirement to work overtime. A second meal allowance will be paid if a further four hours are worked.

## 21. Leave Loading

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

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

## 22. First Aid Allowance

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

## 23. Superannuation

In accordance with the previous Site Agreement, contributions on behalf of employees to AMP SuperLeader fund ceased .

Superannuation contributions will be made to the Dow Corning Australia Superannuation Fund in accordance with its Trust Deed .

Registered  
Enterprise Agreement  
Industrial Registrar

## 24. Protective Clothing

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

## 25. Dispute Resolution

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



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

The employee is entitled to have a fellow employee or Union delegate present during dispute resolutions as a support person.

It is intended that the parties will, subject to the above, adopt the dispute resolution procedures set out in the Parent Award.

## 26. Counselling Procedures

When an incident or incidents occur where an employee's behaviour, attitude or performance is below an acceptable level Dow Corning will work to resolve the issue quickly, effectively and consistently. In most cases, a discussion between the employee and the employees supervisor will resolve the problem. However, in some circumstances where the problem continues or is of a serious nature then the following counselling procedure will be followed. The employee is entitled to have a fellow employee or Union delegate present during dispute resolutions as a support person. The employee is also entitled to have access to their personnel file for viewing purposes especially for any written information regarding their performance or counselling issues.

### 1. Verbal Warning

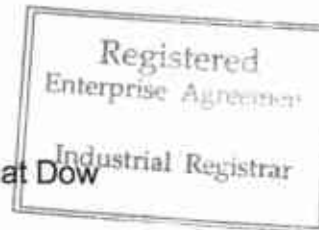
A verbal warning will be given to the employee by the supervisor advising the problem. The employee will be given the opportunity to explain their actions, and together the employee and supervisor will agree what corrective action will be put in place.

### 2. Written Warning

If the employee's behaviour, attitude or performance does not improve after the verbal warning then a written warning will be given. The following procedure would be followed.

In writing;

- a) The employee would be advised of the problem;
- b) The supervisor would clearly state what is the acceptable standard that the employee is required to meet;
- c) An action plan will be established. This action plan establishes the steps the employee is required to complete to bring their performance, behaviour or attitude to the desired level;
- d) A time frame will be established for the employee to meet the action plan;
- e) Regular reviews will be agreed so that the employee understands if they are meeting the acceptable standard.



### 3. Final Written Warning

If the employee's behaviour, attitude or performance does not improve after the end of the agreed time frame a final written warning will be given. The same procedure as Step 2 is followed, however, it must be made clear to the employee that if an acceptable standard is not reached by the end of the time frame then the employee's employment with the Company will be terminated.

Written and final written warnings will stay on an employees personnel file for twelve months and if there are no further performance, behaviour or attitude problems, the document will be destroyed.

The employee will always have the opportunity to have another person present when they are going through the counselling process with their supervisor.

## 27. Dismissal Procedures

An employee can be terminated from duty for wilful misconduct, dereliction of duty or a serious breach of occupational health and safety. Some examples are:

- ◇ conduct contrary to acceptable standards of behaviour i.e. assault, fraud, theft, harassment;
- ◇ serious breach of an occupational health & safety rule;
- ◇ taking illicit drugs or the consumption of alcohol on duty or performing duties under the influence of drugs and/or alcohol
- ◇ sexual harassment and racial vilification;
- ◇ sleeping on duty;

This list is not exhaustive.

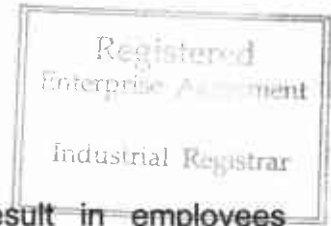


## **28. Availability Of Agreement**

A copy of this agreement shall be made available to all interested personnel.

## **29. No Disadvantage**

The parties acknowledge that this Agreement will not result in employees experiencing any net detriment in terms of any entitlements created in the Parent Award or other relevant industrial legislation.



## **30. Variation to Agreement**

This Agreement may be varied in accordance with the NSW Industrial Relations Act 1996.

## **31. Payment and Demonstration of Competencies**

Pay levels are adjusted following successful assessment of the competencies listed in Appendix A. The assessment process is described in Clause 35. During the life of this agreement employees will continue to work with managers in their Natural Work Group to ensure that the competencies selected for their classification are tailored for the needs of the job and that the work teams are applying each competency to its full potential of workplace improvement.

It is required that once an employee has been assessed as competent in a particular standard that these skills will be consistently demonstrated on the job.

## **32. Training**

Dow Corning will provide training to assist employees in being able to be assessed as competent and progress through the various levels as required by the business demands. This training will be delivered in self-paced, on the job or class-room presented courses. There will be an emphasis on practical on the job style learning complemented by self paced learning manuals.

## **33. Progression**

It is planned that all employees be given the opportunity to reach a skilled level.

Employees will be given the opportunity to progress to a multiskilled level based on the requirements of the business.

Employees at a skilled level shall be able to work towards further increases in future Site Agreements by participating at Natural Work Group meetings to plan for further efficiencies and higher skill levels through the use of competency standards. The acquisition and demonstration of higher skill levels will need to be linked to efficiencies in day to day work practices. These efficiencies shall help form the basis of future site agreements.

### 34. Contractors

Contractors who have been assessed as competent at a specific level while they were contractors shall not start at a lower level if employed by Dow Corning.



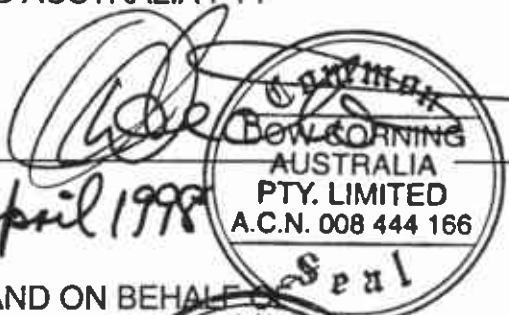
### 35. Assessment of Competencies

When an employee is ready for assessment of the competencies which are applicable to his/her classification (or the next level where applicable) then they should indicate this to their manager who will arrange for an assessment to occur.

Assessments shall be conducted by qualified assessors who have attended the appropriate training course. There shall be a range of assessors available both from management, operator and technical backgrounds.

Assessments shall use the competency standards as a guide to determining competency. Employees being assessed will be given feedback by the assessors and manager as to their progress. Any issues that can't be worked out at this level can be reviewed by the Review Committee consisting of the Blacktown Site Manager and the Site union delegate. The Review Committee can call upon expert advice as required to arrive at a satisfactory decision.

SIGNED FOR AND ON BEHALF OF  
DOW CORNING AUSTRALIA PTY  
LIMITED



DATED: 3 April 1998

*Hobson*

SIGNED FOR AND ON BEHALF OF  
THE AUSTRALIAN WORKERS UNION  
NEW SOUTH WALES



DATED: 8 April 1998

*Yule*

# 1998 Site Agreement - Appendix A Competency Framework

1. Framework

---

2. Fluids Area Competencies

---

3. Site Co-ordinator  
Competencies

---

4. Sealants Area  
Competencies

---

5. Emulsions Area  
Competencies

---

6. Packaging Area  
Competencies

---

7. Warehousing  
Competencies

---

8. Lab Competencies

---

9. Current Plan for  
Multiskilling

---

10. Pay Levels Model

---



## 1. Framework

---

**Entry**

(supervision required)



**Training**

(working under normal conditions)



**Skilled**

(working under normal and abnormal conditions)



**Multiskilled \***

(Two skilled areas)



\* As required

## 2. Fluids Area Competencies

Registered  
Enterprise Agreement  
Industrial Registrar

COMP Y	Entry	Training	Skilled
OH'S 1			
ENVIRO 1			
COM 1			
MEAS 1			
QUAL 1			
PLAN 1			
PREP 1			
PROD 1			
MAIN 1			
PERMIT 1			
HAND 1			
COM 2			
MEAS 2			
TEAM 1			
QUAL 2			
PREP 2			
PLAN 2			
PROD 4			
PROD 8			
MAIN 2			
PERMIT 2			
HAND 2			
HAND 4			
COM 3			
TRAIN 4			
QUAL 3			
PROD 7			
MAIN 3			
TRAIN 5#			
PROD 2			
PROD 5			
HAZ 1#			
PLAN 3			

**Key**



Must be assessed as competent before progression to the next level

# As required by business needs



**3. Site Co-ordinator Competencies**

C	Skilled
O	
M	
P	
·	
Y	
HAZ 2	[Black square]
FIRST AID*	
SECURITY 1*	
TEAM 1	
TEAM 2	
TRAIN 5	
ENVIRO 2	

\* To be written

**Key**




Must be assessed as competent before progression to the next level

#### 4. Sealants Area Competencies

Registered  
Enterprise Agreement  
Industrial Registrar

C O M P E T E N C Y	Entry	Training	Skilled
	OH'S 1		
ENVIRO 1			
COM 1			
QUAL 1			
PREP 1			
PROD 1			
HAND 1			
TRAIN 4			
MEAS 1			
PLAN 1			
PREP 2			
PROD 3			
PROD 8			
HAND 2			
MAIN 1			
TEAM 3			
PLAN 2			
COM 2			
QUAL 2			
PROD 6			
PERMIT 1			
TEAM 1			
TEAM 2			
WPS 2.1.3			
TRAIN 5#			
PLAN 3			

#### Key

 Must be assessed as competent before progression to the next level

# As required by business needs

5. Emulsions Area  
Competencies

Registered  
Enterprise Agreement  
Industrial Registrar

C O M P E T E N C Y	Entry	Training	Skilled
	OH'S 1		
ENVIRO 1			
COM 1			
QUAL 1			
PREP 1			
PROD 1			
HAND 1			
TRAIN 4			
MEAS 1			
PLAN 1			
PREP 2			
PROD 3			
PROD 8			
HAND 2			
TEAM 3			
MAIN 1			
PLAN 2			
COM 2			
QUAL 2			
PROD 6			
PERMIT 1			
TEAM 1			
TEAM 2			
WPS 2.1.3			
SHWP			
APMP			
DP			
PMMP			
CMP			
PM			
PP			
TRAIN 5#			
PLAN 3			

Key





Must be assessed as competent before progression to the next level

# As required by business needs

The following explains additional competencies that apply to Emulsions. These competencies are from the National Pharmaceutical Manufacturing/Production Standards:

SHWP - apply safe and hygienic work practices

APMP - assist with preparation of manufacturing process

DP - dispense product

PMMP - prepare and monitor manufacturing process

CMP - co-ordinate manufacturing process

PM - process materials

PP - package product



## 6. Packaging Area Competencies

C O M P E T E N C Y	Entry	Training	Skilled
	OH'S 1		
ENVIRO 1	1	2	5
COM 1		↓	↓
TRAIN 4	P	4*	(All except 1 process*)
MEAS 1	R		P
QUAL 1	O	P	R
QUAL 2	C	O	O
PLAN 1	E	C	C
PREP 1	S	E	E
PREP 2	S	S	S
PROD 1		S	S
PROD 3		S	S
PROD 7		E	E
PROD 8		S	S
HAND 1			
HAND 2			
TEAM 1			
TEAM 2			
HAZ 1#			
HAZ 2#			
TRAIN 5#			
MAIN 1			
TEAM 3			
PLAN 3			



\* New rates apply once competencies are achieved in this number of processes.

# As required by business needs

Current Processes	S/H Fischbach D/H Fischbach Foil Machine Tube Machine Export Press Miscellaneous/Product Specific Processes Parts Cleaning
-------------------	--



# 7. Warehousing Competencies



Competency	Entry	Training	Skilled
WPS 1.1.1			
WPS 1.1.2			
HS 1.2.2			
HS 1.2.3			
HS 1.2.4			
HS 1.2.5			
HS 1.2.6			
WS 1.4.2			
WS 1.4.3			
HS 2.2.1			
OHS 1			
WPS 1.1.3			
WPS 2.1.1			
WPS 2.1.2			
HS 2.2.2			
HS 2.2.3			
HS 2.2.4			
HS 2.2.5			
CS 2.3.1			
WS 2.4.1			
WPS 2.1.3			
WPS 3.1.2			
WPS 4.1.3			
WPS 4.1.4			
WPS 4.1.5			
HS 3.2.1			
HS 4.2.2			
CS 3.3.1			
CS 4.3.1			
WS 3.4.1			
WS 3.4.2			
WS 3.4.3			
Haz 1#			
Haz 2#			
Train 5#			

Key

Must be assessed  
as competent  
before progression  
to next level

# as required by business needs

Registered  
Enterprise Agreement  
Industrial Registrar

## 8. Lab Competencies



	LABORATORY SKILLS MATRIX	
OHS1		
ENVIRO1		
COM1		
MEAS1		
QUAL1		
PLAN1		
PROD1		
COM2		
COM3		
COM4		
COM5		
TEAM1		
TRAIN4		
MEAS2		
MEAS3		
QUAL2		
QUAL3		
QUAL4		
TEAM3		
PLAN2		
PREP1		
TRAIN5		
	<b>CORE</b>	
	<b>Emulsion LAR tests*</b>	
	<b>Fluid/Polymer LAR tests</b>	
	<b>Sealant LAR tests</b>	
	<b>Micro, LAR's &amp; Chlorine system</b>	
	<b>Non LAR tests</b>	
	<b>Statistical Analysis</b>	
	<b>Documentation/Inventory</b>	
	<b>Calibration/CTR/Water Still</b>	
	<b>Emulsion/Sealant Pilot Mixers</b>	

## 9. Current Plan for Multiskilling

---



### Multiskilling Area

Home Area.	Fluids	Sealants	Emulsion	Packaging	Warehouse Val Rd Tatt Rd	Site Co- ordination	Maint
Fluids						*	
Sealants			*				
Emulsions		*					
Packaging	*				*		*
W'house				*	*		

\* Numbers to be determined by business needs.

## 10. Pay Levels Model

---

Entry	$x - 90\%$
Training	$x$
Skilled	$x + 5\%$
Multiskilled	$x + 10.3\%$





**1998 Site Agreement - Appendix B**



**WAGE SCHEDULE**

	LAB/FLUID	MIXING	PACKAGING	WAREHOUSE
Entry (90%)	29,701	26,678	25,475	25,475
Training	33,002	29,642	28,306	28,306
Skilled (105%)	34,652	31,124	29,721	29,721
Multi - Skilled (110.3%)	36,401	32,695	31,221	31,221