

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/123**

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

**I.R.C. NO: 99/689**

**DATE APPROVED/COMMENCEMENT: 17 March 1999**

**TERM: 12 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

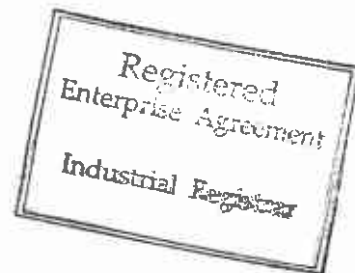
**DATE TERMINATED:**

**NUMBER OF PAGES: 4**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees who perform work within the terms of the Chemical Workers (State) Award at the company's Blacktown Site

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



Registered  
Enterprise Agreement  
Industrial Registrar

## 1. Title

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

## 2. Arrangement

Clause Number	Subject Matter
1.	Title
2.	Arrangement
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10.	Accrued Long Service Leave
11.	Accrued Sick Leave
12.	Certificate of Service
13.	Outplacement Assistance
14.	Financial Advice
15.	Time off to Attend Interviews
16.	Career Management Skills
17.	Counselling



EA  
to copy

## 3. Parties

This agreement shall be binding upon:

- (i) Dow Corning Australia 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. Duration and Application

- (i) This agreement shall have a nominal period of 12 months commencing from the date of approval by the Industrial Relations Commission of New South Wales.

- (ii) This agreement shall be read in conjunction with the Dow Corning Australia Pty Ltd Blacktown Site Agreement 1998 and shall apply to all employees affected by the said agreement.

## 5. Intention

- (i) Due to the phased closure of Dow Corning's manufacturing operations in Australia announced on 16 June 1998, existing positions will become surplus to Dow Corning's business requirements. This clause will apply to employees whose positions become redundant as a result of the closure of manufacturing operations at Blacktown and for whom no alternate role is available.
- (ii) Employees whose positions have become redundant will be able to access a redundancy package from 6 months prior to their unit closure date provided they are not in key positions. Employees who leave at their own initiative more than 6 months prior to their unit closure date will be treated as resignations and will not receive a redundancy package. Entitlements received will be calculated from the date employment with Dow Corning commenced to the date employment ceases.

## 6. Notice

A minimum of one month's notice of the day from which a position is no longer required will be provided.



## 7. Severance Pay

- (i) For weekly employees other than those employed in the Fluid Plant, severance pay will be calculated on the basis of 4 weeks of base salary per year of service (pro rata for incomplete years).
- (ii) For Fluid Plant employees, severance pay will be calculated on the basis of 3.2 weeks of Total Remuneration per year of service (pro rata for incomplete years). Total remuneration does not include overtime payment but does include the permanent shift allowance/annual leave loading, superannuation, medical insurance and salary continuance insurance.
- (iii) In addition to the above payments, the following will apply:
  - An additional 10% if service is 10 years or more
  - An additional 15% if service is 15 years or more
  - An additional 20% if service is 20 years or more
- (iv) In no case shall an employee receive less than 10 weeks or more than 104 weeks in severance pay.

## **8. Retention Bonus**

A retention bonus equivalent to 12 weeks pay plus additional outplacement support will be given to employees in key positions provided they stay until dates specified as required by Dow Corning.

## **9. Accrued Annual Leave**

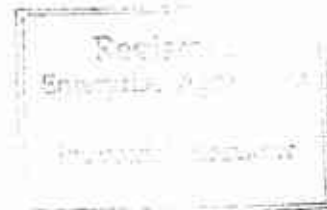
All accrued annual leave entitlements and pro rata annual leave will be paid out.

## **10. Accrued Long Service Leave**

Long Service Leave will be paid out, pro-rata following a minimum of five years service.

## **11. Accrued Sick Leave**

50% of accumulated untaken sick leave will be paid.



## **12. Certificate of Service**

A Certificate of Service accurately reflecting competencies demonstrated and experience gained during employment at Dow Corning will be provided.

## **13. Outplacement Assistance**

Outplacement support will be provided to assist in the search for suitable employment outside Dow Corning and in the development of appropriate job seeking skills. The service will be available through an external provider in accordance with the program agreed to between Dow Corning and the nominated provider.

## **14. Financial Advice**

Financial advice regarding superannuation, rollover arrangements and related issues will be provided. The service will be available through an external provider in accordance with the program agreed to between Dow Corning and the nominated provider.

## 15. Time Off to Attend Interviews

Commencing 6 months prior to their unit closure date, employees in positions made redundant may take two half days per fortnight as additional paid leave to attend job seeking interviews after providing reasonable notice to his/her manager.

## 16. Career Management Skills

All employees will have the opportunity to attend a career planning workshop to help identify their career interests and develop a plan to achieve their career goals.

## 17. Counselling

Any employee requiring counselling of a personal nature can utilise the services of the Employee Assistance Program delivery by Corpsyche.




SIGNED FOR AND ON BEHALF OF  
DOW CORNING AUSTRALIA PTY  
LIMITED

  
DATED: 28 JAN 99



  
28/1/99

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

  
DATED: 1<sup>st</sup> Feb. 99.

  
1/2/99