

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/126

TITLE: The Incitec Kooragang Island Shutdown Maintenance Agreement

I.R.C. NO: IRC3/2384

DATE APPROVED/COMMENCEMENT: 13 May 2003

TERM: 13 May 2004

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/290

GAZETTAL REFERENCE: 20 June 2003

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to The Australian Workers' Union of NSW, The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (NSW Branch), The Electrical Trades Union of Australia (the Unions), The Australia Industry Group - AIG, and Hi-Point Personnel and its employees engaged on shutdown work.

PARTIES: Australian Workers' Union, Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union, Electrical Trades Union of Australia, -&- Australian Industry Group



ENTERPRISE AGREEMENT

HI-POINT PERSONNEL

THE INCITEC KOORAGANG ISLAND

SHUTDOWN MAINTENANCE

AGREEMENT



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1.NAME OF AGREEMENT

The Incitec Kooragang Island **Shutdown** Maintenance Agreement.

2.APPLICATION & INCIDENT OF AGREEMENT

This Agreement shall regulate the wages and define the conditions of employment for contract labour and Sub-Contractors engaged on the Incitec Kooragang Island site for shutdown maintenance work.

This Agreement applies to Electrical, Engineering, Metal Working and Fabrication and Civil Construction work carried out during Maintenance and Shutdowns.

This Agreement does not apply to "on site construction work" as defined in the "National Metal and Engineering On Site Construction Industry Award 1989".

The increases prescribed by this Agreement are inclusive of all National Wage Case increases which may occur over the life of this Agreement.

3.PARTIES BOUND

This Agreement shall be binding upon,
 The Australian Workers' Union of NSW,
 The Automotive, Food, Metals, Engineering, Printing &
 Kindred Industries Union (NSW Branch)
 The Electrical Trades Union of Australia (the Unions) ;
 The Australian Industry Group - AIG
 Hi-Point Personnel and its employees engaged on shutdown work defined in Clause 2 (the Employees).



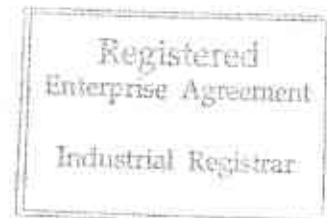
4.DATE & PERIOD OF OPERATION

This Agreement shall come into force from the beginning of the first pay period to commence on or after ~~the date of~~ ¹³ ~~approval~~ and shall remain in force for 12 months.

May 2003

5.RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly and in conjunction with the Metal & Engineering & Associated Industries Award 1998, provided that there is any inconsistency between this Agreement and the above mentioned Award , this Agreement shall take precedence to the extent of the inconsistency.



6.WEEKLY WAGE RATES

CLASSIFICATION	APPLYING 1/01/03 \$
Tradespersons	
Level 1	\$731.00
Level 2	\$773.11
Level 3	\$815.33
Non Tradesperson Base Maintenance Assistant	\$632.42
Experienced Mtce. Assistant	\$674.825
Rigger	\$716.8

- In calculating an hourly rate, the above weekly rates are divided by 38.
- The above rates are to be paid for all purposes of this Agreement.

Special Rates

The above rates are inclusive of and are in lieu of allowances as prescribed in the parent Award Clause 17, Special Rates.

Tool Allowance

The above rates are inclusive of any tool allowance payable in accordance with parent Industries Award provisions.

7.PAYMENT OF WAGES

Payment of wages for all employees will be by Electronic Funds Transfer (E.F.T.) to a maximum of two (2) bank accounts.

8.INCLEMENT WEATHER

The parties will collectively work towards minimisation of lost time due to inclement weather. The parties undertake that work will continue where it is safe to do so. If it is unsafe then alternate work that is within the scope of each employees skill, competence and training will be made available where practicable. If that is not possible then all employees and management will make constructive use of the time by arranging safety, process improvement sessions, plant equipment maintenance or relevant and constructive skill development sessions.

9.EFFICIENCY, PRODUCTIVITY AND FLEXIBILITY

(a)Work Obligations

Subject to the provisions of this Agreement, all employees shall be engaged on a weekly basis (full time or part time) or on a casual basis.

All new permanent employees will be engaged for a probationary period of 3 months to determine their suitability to carry out tasks required.

(b)Performance of Work

It is a Term & Condition of Employment and the rights applying under this Agreement that an employee:

- (i)Attends work during the rostered ordinary hours of work and that the employee not be absent from work on any such day without prior approval from the Company.
- (ii)Performs such work to the best of their ability, as the Company at all times reasonably requires.
- (iii)Participates in training and be accredited in work skills and knowledge to become a flexible member of the work team.
- (iv)In the case of a Shift Worker continues to work until relieved by a counterpart on the incoming shift or until the Company is able to make suitable arrangements to cover the position.

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- (v) Notifies the Company if unable to work within one hour of the commencement of the Rostered Shift giving the reason for the absence and the anticipated duration of absence.
- (vi) Utilise Skills and knowledge the employee possesses on the Incitec Site without reservation.
- (vii) Work reasonable overtime in addition to the rostered hours of duty if so required.
- (viii) Uses as directed by the Company or a Supervisor engaged by Incitec Ltd at the Incitec Site, protective clothing and equipment provided at all times during each shift.
- (ix) Complies with the Occupational Health and Safety Act, and the O.H. & S. policies of the Company and Incitec Ltd..
- (x) Maintains an orderly and safe workplace including keeping the workplace and equipment in a clean and safe condition.
- (xi) Complies with the Procedures for Resolving Claims, Issues and Disputes specified in Clause 16 at all times.
- (xii) Complies with the operational requirements of the tool and equipment issue system on the site, and accepts responsibility for such tools and equipment.
- (xiii) Complies with the timekeeping and gate pass requirements of the Site accepting that the systems are in place for registering all site personnel in the case of any safety emergency and also necessary for accurate payment of wages for hours worked.
- (xiv) Accepts that Incitec is a "No Smoking" site with smoking permitted only in designated areas and only in scheduled work breaks.
- (xv) Shift notice - in order to best service and respond to the operation needs of the Incitec Site, a minimum of ten hours notification will be required for change of shifts.
- (xvi) Participates in the preparation of detailed Job Safety Analysis for all work carried out on Site. Takes all precautions detailed in the Job Safety Analysis documents.

- (xvii) Participates in the completion of Quality Test and Inspection Plans by signing off when each step of the job has been completed in accordance with work instructions and shutdown job scopes.

10. OCCUPATIONAL HEALTH AND SAFETY

Incitec and the Company have developed a Safety Management Plan for the Site that will provide the framework for all employees on the site to contribute positively towards achievement of the following safety objectives.

- No injuries to anyone.
- 100% occupational health compliance.
- Site Safety Inductions for all Site personnel.
- Effective U.A.P. awareness and audit program.
- Daily Job Start Safety Meetings.
- Job Safety Analysis for every job.
- All work will be carried out under a current Safe Work Permit.

11. CASUAL EMPLOYMENT

- (i) A casual employee, is an employee engaged and paid as such and whose employment may be terminated upon one (1) hours notice.
Casual employees will be paid a Loading of 25%. The Loading will be applied to the calculation of Overtime hours paid.
- (ii) Supplementary Labour will be paid in accordance with the terms of this clause.



12.INCREASES DURING TERM OF AGREEMENT

No wage increments will be payable during the period of agreement.

13.NO EXTRA CLAIMS

It is a Term of Agreement that Unions will not pursue any extra Claims Award or Over-Award for the life of this Agreement.

There shall not be any "double Counting" in respect of any future variations to the rates of pay or classifications in the parent Award.

14.RENEWAL OF AGREEMENT

The parties agree that two (2) months before the expiry of this Agreement, negotiations will commence on the renewal / replacement of this Agreement.

15.NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

16.PROCEDURES FOR RESOLVING CLAIMS, ISSUES & DISPUTES

All parties of this Agreement recognise and accept that people have differing view points and hence conflict will arise from time to time. To ensure the viability of Incitec and the job security of employees, it is agreed that it is in the interest of all parties to manage the resolution of conflict by means which do not damage Incitec's business or its relationships with subcontractors.

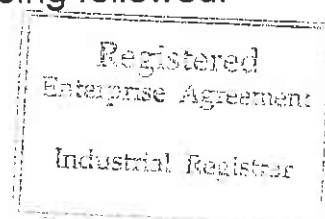
To enable claims, issues and disputes to be progressed while work proceeds normally and without interruption, the procedures outlined in this Clause will apply:

- (i) Employees and/or the delegate of the unions/s will place the claim, issue or dispute before the front line Supervisor. This group will take all reasonable steps to settle the matter together.
- (ii) Failing agreement all parties will place the claim, issue or dispute before the Site Manager. This group will take all reasonable steps to settle the matter.
- (iii) If the claim, issue or dispute remains unsettled, the delegate/s and/or employee/s will contact the Union Official immediately, who will arrange a conference with the Company in order to try to settle the matter.
- (iv) If the procedures fail to settle the matter in dispute the parties will refer the matter to the Industrial Relations Commission for assistance. The above procedures will be progressed promptly, but reasonable limits will be applied.

Where a claim, issue or dispute relates to a Safety Matter the above procedure (i), (ii) and (iii) is to be followed. However, where an Occupational Health & Safety Committee exists, the Committee or a member of the Committee may be involved in assisting the settlement of the matter. Upon advice that a Safety dispute exists, the Supervisor will take immediate corrective action to allow work to continue without risk to health and safety. Nothing in this procedure changes the rights and obligations employees, the Company or Incitec Ltd have under the New South Wales Occupational Health and Safety Act 1983.

If the above procedures fail to settle a claim, issue or dispute and industrial action is intended which will interrupt or delay Incitec Ltd, then no such industrial action will occur until the expiry of ten (10) days from the time a written notice of such intended action has been given to Incitec Pty Ltd.

No party shall be prejudiced simply by the fact that work continued whilst the above process was being followed.



17. IMPACT OF CLIENT INDUSTRIAL DISPUTE ON WORK & SUBCONTRACTORS WORK.

When the employees and Subcontractors and their employees are working within the boundaries of the Incitec Site and Incitec employees enter upon an industrial stoppage, the employees, sub contractors and their employees will continue to work where:

- (i) The work is in the terms and specifications of a specific contract, whether described by the client as "Capital", "Service" or "Maintenance".
- (ii) Can be continued without carrying out any work of employees of Incitec Ltd who are on strike. In instances where work cannot continue because of the stoppage, there will be no restriction on work carrying on in the workshop/s of the Company or subcontractors (whether or not within Incitec's Site) or carrying out work at another contract location.

18. OVERTIME – PAYMENT FOR WORKING OVERTIME

1. Subject to subclause (2) for work done outside ordinary hours, the rates of pay shall be time and one half for the first two (2) hours and double time there after, such double time to continue until the completion of overtime work.
2. Overtime worked on Sundays, public holidays and by a shift worker who is required to continue work due to the absence of his/her relief worker, will be paid in accordance with the parent award.

3.
19. **CLASSIFICATION DEFINITIONS**

(1) Level 1 Tradesperson

Is an employee holding a Trades Certificate.

(2) Level 2 Tradesperson

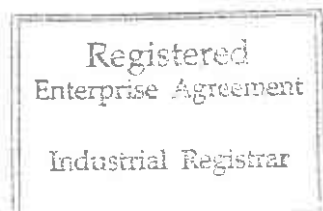
Is an employee holding a Trades Certificate and who holds and uses as required in the course of work with the employer any two (2) of the following:

- Class 3 or 5 drivers Licence
- First Aid Certificate
- Hydraulics Certificate
- Pneumatics Certificate
- MIG Welding
- TIG Welding
- Crane Chasing Certificate
- Pressure Welding Certificate
- Basic Fitting – Turning Skills
(Boilermaker)
- Basic Welding & Oxy Cutting Skills
(Fitter)
- Electrical Isolation
- Fork Lift Ticket
- Rigger 1 Certificate

(3) Level 3 Tradesperson

Is an employee holding a Trades Certificate and who holds and uses as required in the course of work with the employer any four (4) of the following:

- Class 3 or 5 drivers Licence
- First Aid Certificate
- Hydraulics Certificate
- Pneumatics Certificate
- MIG Welding
- TIG Welding
- Crane Chasing Certificate
- Pressure Welding Certificate
- Basic Fitting – Turning Skills
(Boilermaker)
- Basic Welding & Oxy Cutting Skills
(Fitter)



- Electrical Isolation
- Fork Lift Ticket
- Rigger 1 Certificate

19. CLASSIFICATION DEFINITIONS

(4) Basic Non-Trades Employee

Is an employee who does not hold any formal qualifications, however, can perform work in any of the following areas:

- Storeman
- Concreting
- Trades Assistant
- Fencing

(5) Experienced Non-Trades Employee

Is an employee who holds and uses as required in the course of work any four (4) of the following:

- Class 3 or 5 Drivers Licence
- Rigger 1
- Experienced Steel Fixer
- Crane Chaser Certificate
- Dogmans Certificate
- Fork Lift Ticket
- Basic Oxy Cutting Skills
- Power Tool Operators Certificate
- First Aid Certificate

(6) Rigger

Is a person who holds a Rigger 1 Certificate and uses as required in the course of work any three (3) of the following:

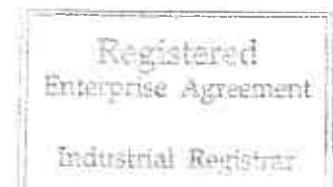
- Class 3 or 5 Drivers Licence
- Scaffolding Certificate
- Dogmans Certificate
- Fork Lift Ticket
- Basic Oxy Cutting Skills
- Basic Welding
- Crane Drivers Certificate



An employee classified as a Rigger will work assisting Tradesmen as required and will supervise the work of Rigger permitted employees.

20. ANTI-DISCRIMINATION

- 1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4) Nothing in this clause is to be taken to affect:
 - a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - b) Offering or providing junior rates of pay to persons under 21 years of age;
 - c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - d) A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.



SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of:


The Australian Workers' Union of NSWName: *KEVIN MAHER*Title: *Branch Secretary*Dated this *6th* day of *January* 2003**The Automotive, Food, Metals, Engineering, Printed & Kindred Industries Union (NSW Branch)**Name: *[Signature]*Title: *Branch Secretary*Dated this *28th* day of *January* 2003**Electrical Trades Union of Australia**Name: *D. Tomkins*Title: *Dep. Secretary*Dated this *13th* day of *January* 2003**Australian Industry Group (AIG)**Name: *[Signature]*Title: *Adviser*Dated this *6th* day of *February* 2003**Hi-Point Personnel**Name: *[Signature]*Title: *Manager*Dated this *6th* day of *Feb* February 2003