REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/300

TITLE: Orica Australia Pty Ltd Kooragang Island Enterprise Agreement 2004

I.R.C. NO: IRC4/5494

DATE APPROVED/COMMENCEMENT: 23 September 2004

TERM: 21 months

NEW AGREEMENT OR VARIATION: Replaces EA02/290

GAZETTAL REFERENCE: 19 November 2004

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF EMPLOYEES: The agreement applies to all employees employed by Orica Australia Pty Ltd, Kooragang Island, located at Greenleaf Road, Kooragang Island, who fall within the coverage of the Incitec Ltd NSW Manufacturing Award 1994

PARTIES: Orica Australia Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales, Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

ORICA AUSTRALIA PTY LTD KOORAGANG ISLAND ENTERPRISE AGREEMENT 2004

1. Title

This Agreement shall be known as the ORICA AUSTRALIA PTY LTD- Kooragang Island Enterprise Agreement 2004.

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3. Commitment to Improving Productivity and Workplace Reform

It is the objective of the parties to make ORICA- Kooragang Island site a highly competitive manufacturer and a model industrial site excelling in safety, productivity, quality, flexibility, communication and commitment.

We are committed to creating an environment, which arranges and supports the development of a highly skilled and flexible workforce and where employee participation is a priority for the betterment of the individual and the business.

We are committed to the establishment of an appropriate consultative mechanism to manage developments impacting on this site including, principally, the implementation of projects contained in this agreement and ongoing improvement programmes.

The parties to this agreement and their representatives from each area will meet on a regular basis to consult on and manage the projects contained in Clause 8 (Enterprise projects) of this agreement.

4. Application

This Agreement shall apply at the establishment of ORICA AUSTRALIA PTY LTD - Kooragang Island, located at Greenleaf Road, Kooragang Island.

5. Parties Bound

This Agreement shall be binding upon:

a) ORICA AUSTRALIA PTY LTD - Kooragang Island

b) Australian Workers Union

c) Electrical Trades Union of Australia (NSW Branch)

d) Australian Manufacturing Workers' Union

e) Employees, employed by the Company, who are eligible to be members of any of the above unions.

6. Relationship to Parent Award

This Agreement shall be read in conjunction with the *Incitec Ltd NSW Manufacturing Award* 1994 provided that where there is any inconsistency this Agreement shall take precedence to the extent of the inconsistency.

7. Date and Period of Operation

This Agreement shall rescind and replace the terms and conditions of employment regulated by the Kooragang Island Enterprise Agreement 2002 and shall come into operation on approval by the Industrial Relations Commission (IRC) of New South Wales. It shall remain in force until 30 June 2006. The agreement will be reviewed by the parties after twelve (12) months to ensure that project milestones have been achieved.

The parties agree that no later than four (4) months prior to the expiration of this Agreement, discussions shall commence regarding the desirability and content of a future Agreement.

8. Enterprise Projects

During the life of this agreement the parties are committed to further improvement by managing key project activity concentrating on skills and performance development for all areas of the Kooragang Island site.

8.1 Skills And Competence Development

The development of appropriate skills and competencies is a required link to enable improved performance. In developing better systems and structures it is important to satisfy ourselves that we either have the necessary skills or that we have processes in place to develop them. Whilst our existing career structures have served us well to date, it is timely and appropriate that we assess:

a) Where our skills are currently

b) where we need them to be in the future then:

c) establish the gap

d) close the gap and assess:

e) the capability of existing learning systems versus the alternatives

During the life of this agreement it is required that all areas of the Kooragang Island site will have reviewed and made agreed changes to their career paths. Additionally, there will be clear, documented agreement on how people access new paths, how transition will occur and how training will be delivered.

8.2 Team Development Project

In consultation with management, a framework for team development will be agreed to during the life of this agreement. Establishment of the framework will include agreement on key principles that support the work team philosophy and the development of a learning framework to deliver a common understanding of team processes, communications, quality systems, problem solving, decision making and continuous improvement.

It is intended to integrate these essential components into our learning and skill structures as a requirement for all employees.

8.3 Performance Management Project

During the life of this agreement all teams will have developed Key Performance Indicators (linked to business Key Performance Indicators) which will provide information about how well individual teams are performing against agreed objectives. Objectives will be set in consultation with the work teams.

Whilst the organisational focus is on teams achievement it is essential to develop the tools with which individuals within teams can provide each other with structured performance feedback. It is therefore agreed, that during the life of this agreement an individual feedback review will be developed with the purpose of delivering structured feedback between team members, co-ordinators and their managers.

The above projects will require time, resources and commitment to make them happen. It is therefore proposed that project milestones will be required to be achieved during the life of this agreement as follows:

Project	Milestone
Skills & Competence Development Project	Diagnostic Completed Learning system pilot developed and trialed. New career paths and learning structures developed in Ammonia, and AN Operations and Maintenance. New career paths and learning structures developed in and Industrial Ammonia.
Performance Management Project	KPI's and objectives developed for all teams Pilot individual feedback system developed and trialed Individual feedback system developed site wide
Team Development Project	Framework developed and agreed Team training included in career paths developed in Ammonia, and AN Operations and Maintenance. Team training included in career paths developed in Industrial Ammonia

9. Leave Reserved

During this agreement, it is available to any of the parties to the agreement to initiate discussions and seek agreement with respect to the following:

a) Review of the Secondary skills matrix

10. Application of Mutual Agreement

Mutual agreement in this agreement means that when a reasonable request is made, by either party, that agreement to that reasonable request shall not be unreasonably withheld. It does not mean that either party has the right to veto or that either party can always expect agreement no matter what the circumstances.

11. Work Organisation

11.1 Basic Principles of self managed work teams and systems of work

The current system of work is based on a number of basic principles as follows:

11.1.1 Teams will continue to move to become self managed. They will carry high levels of responsibility and authority.

11.1.2 Teams will increase their level and range of skills. This demands a higher level of training.

11.1.3 Technicians are paid for the (relevant) skills they possess rather than the job they are doing at any time. This encourages skill acquisition and flexible work practices.

11.1.4 Job demarcations will not exist between the parties bound by this agreement.

11.1.5 Teams will continue to develop as Self Managed Work Teams (SMWT's). This involves changes to current work practices. The goal is that SMWT's:

11.1.5.1 Are responsible for their own work patterns and plant coverage requirements.

11.1.5.2 Organise their own team training programme and control their own team training budget

11.1.5.3 Are responsible for their own recruiting and disciplinary actions, consistent with legislative and company standards

11.1.5.4 Are responsible for their own time keeping records.

11.1.5.5 Formally review the performance of their team and team members.

11.1.5.6 Set and administer approved standards for team grading system.

11.1.5.7 Encourage all team members to attain the highest grade within the system.

11.1.5.8 Have open communications both within teams and between teams.

11.1.5.9 Where skills permit, rotate all jobs within the team, including the Co-ordinator's role.

11.1.5.10 Carry out minor plant improvement modifications within existing safety constraints from conception to completion drawing upon external resources as required.

11.1.5.11 Support service and quality initiatives undertaken by the company and be responsible for customer service in their area of work.

11.1.5.12 Take a proactive role on Safety, Effluent and Environmental and Cost issues, ie. identify problems and initiate solutions.

11.1.5.13. Are supportive of other teams as follows:

a) Assist during break down repairs and shutdowns

b) Carry out maintenance and routines when able

c) Process Technicians assist maintenance teams during Shutdowns

d) If required and by mutual agreement, Process Technicians may be used on overtime to carry out maintenance tasks

12. General Conditions for all Kooragang Island Site

12.1 Classification

There are three (3) classifications used on site:

Process Technician

Maintenance Technician

Plant Technician

Detailed definitions of these classifications are found in the appropriate Career Progression Scheme Manuals.

12.2 Remuneration

12.2.1 Technicians are paid a salary based on individual levels of skill, responsibility, accountability and knowledge, rather than on the job being carried out at any given time.

12.2.2 Process Technicians are paid an annual rate which is inclusive of the base salary, shift premiums and all allowances and additional payments but which is exclusive of overtime payments and overtime related allowances.

12.2.3 Maintenance Technicians are paid an annual rate which is inclusive of base salary, overtime payments and all allowances.

12.2.4 Plant Technicians are paid an annual rate which is inclusive of the base salary, shift premiums and all allowances and additional payments and partially prepaid overtime and which is inclusive of overtime related allowances.

12.2.5 Annual rates payable for each classification are as set out in Schedule 1.

12.2.6 Salaries are paid monthly on 15th day of each month.

12.3 Skills Development

12.3.1 A skills development career structure applies. Technicians progress to the next level of the career structure by acquiring the required skills.

12.3.2 Technicians acquire skills through training programmes that have been mutually agreed with the appropriate Manager, after taking into account the needs of the site and plant areas.

12.3.3 Training is self-paced where possible and skills are deemed to have been acquired once competency has been demonstrated to the required standard.

12.3.4 Skills training is developed on a modular basis where possible. Skills modules will be developed to reflect those skills comprising a set task or job at the site.

12.4 Work Patterns

Work patterns (both day work and shiftwork), including starting and finishing times may be varied to suit the requirements of the plant or sections of the plant. Changes to work patterns are subject to:

i) consultation and mutual agreement between the parties

ii) being guided by Occupational Health and Safety considerations.

Working Hours

An average of 38 hours per week is worked over a fifty two (52) week period.

Leisure days off, where applicable, are incorporated into day work and shift rosters for all Technicians.

12.6 Performance Improvement.

Work Teams will identify and implement a set of relevant and agreed performance measures which reflect the critical activities and outputs of the team.

These Key Performance Indicators will enable teams to identify and focus attention on those factors that require improvement whilst at the same time monitor and evaluate the results of changes introduced.

12.7 Overtime

12.7.1 Where overtime is payable:

12.7.1.1 Overtime commences after the ordinary number of hours scheduled for each day has been worked.

12.7.1.2 Overtime is paid for day workers at the rate of one and a half times for the first two (2) hours and double-time thereafter, except in the case of a recall to work when the rate will be double-time.

12.7.1.3 Overtime is paid for shift workers at the rate of double-time.

12.7.1.4 An employee called-in to work overtime is paid for a minimum of four (4) hours work at the appropriate rate, providing the employee completes the call in work required.

12.7.1.5 Where additional work is identified and notified to an employee, no additional separate call-in is payable.

12.7.1.6 An employee called-in to work overtime is paid a telephone allowance and a mileage allowance as set out in Schedule 1 for the use of their telephone and own private vehicle where the call-in involves an additional separate journey to and from the site.

12.7.2 Where an employee works overtime or is called-in to work:

12.7.2.1 They are entitled to a rest period of ten (10) consecutive hours where the overtime is worked between successive ordinary working days.

12.7.2.2 They are entitled to a reasonable rest period at the end of the work period as agreed by the team where the overtime is worked on non ordinary work days.

12.8 Meal Hours and Meal Tickets

12.8.1 Employees other than shift workers are allowed an unpaid meal break of thirty (30) minutes Monday to Friday inclusive.

12.8.2 Employees who are shift workers are allowed a crib break of twenty (20) minutes Monday to Sunday inclusive, subject to 12.8.3 below.

12.8.3 An employee will not be compelled to work for more than five (5) hours without a break for a meal.

12.8.4 Where overtime is payable, an employee required to work for more than one and a half hours after their ordinary finishing time will be provided free of cost with a meal or allocated a meal ticket. The value of the meal ticket is as set out in Schedule 1. If the work extends for more than (4) hours after ordinary finishing time, the employee will be provided with a second meal or allocated a meal ticket if they so choose.

12.8.5 Where overtime is not payable, a meal ticket is provided where a call-in to work occurs before normal starting time and continues into ordinary hours. The value of a meal ticket is as set out in Schedule 1.

12.9 Public Holidays

12.9.1 The Picnic Day holiday is recognised by crediting one (1) days ordinary hours to each Technician's Credit leave entitlement, on 1st January each year.

12.9.2 When a Technician is rostered to work and does work on a Public Holiday, additional hours are credited to Credit leave to take their total rate for hours worked to a total of two-and-a-half times ordinary rate of pay, except for 25 December or Good Friday when total rate is triple time ordinary rate.

12.9.3 When a Technician is rostered off on a public holiday, ordinary hours for that day are credited to credit leave.

12.10 Sick Leave

12.10.1 Sick leave is granted in accordance with the provisions of the Incitec Ltd NSW Manufacturing Award.

12.10.2 When leave is taken, a form (paper or electronic) must be completed.

12.10.3 As there is no longer an accumulated balance of sick leave entitlement, records will show each day taken in ordinary hours for each classification.

12.10.4 Sick leave entitlements accrued under previous Industrial Agreements are "frozen" as at the nominated date for each Division.

12.10.5 The cash value of accumulated "frozen "sick leave will be increased by the same percentage increase applied to salaries each year.

12.10.6 Accumulated frozen sick leave will be paid to an employee only in the following circumstances:

early retirement owing to permanent incapacity through ill health

retirement after reaching age 55 provided the employee signs a declaration that they are retiring permanently from the workforce

in the event of redundancy, will be paid to an employee in line with Incitec/ORICA policy

death, in which case payment will be made to the employee's estate

12.11 Long Service Leave

12.11.1 Long Service Leave entitlements are as per the NSW *Long Service Leave Act* 1955 as amended.

12.11.2 Entitlements are converted to an hours basis.

12.11.3 Deductions from entitlements to Long Service Leave will not include Public Holiday(s) falling during the period of leave.

12.11.4 During the period of leave, each employee will receive the annual rate of pay.

12.11.5 Unused balances of Long Service Leave will be paid out at the employee's annual rate upon resignation, retrenchment, retirement or disablement or paid to the employee's estate upon death in service.

12.12 Trade Union Training Leave

12.12.1 An employee, nominated by their union to attend trade union training courses, will be granted leave where their attendance will result in no interruption to Company operating requirements.

12.12.2 The Site Manager may use discretion in determining the amount of leave to be granted.

12.13 Redundancy

12.13.1 In the event of redundancy the provisions that are current Incitec/ORICA personnel practices will apply.

12.13.2 Where the Company has made a definite decision regarding redundancy, the Company will, as soon as practicable, hold discussions with employees directly affected and their union. The discussions will cover reasons for termination and measures (eg. retraining) taken to avoid or minimise the termination/s.

12.13.3 The Company will make every effort to give employees adequate notice of redundancy. During the period of notice an employee will be allowed up to five (5) days time off without loss of pay, for the purpose of seeking other employment, provided a minimum of four (4) hours is taken on each occasion.

12.13.4 The Company reserves the right to retain those employees it considers have special skills and/or abilities to satisfy its operating requirements.

12.13.5 Incitec/ORICA Redundancy Standard - In the event of redundancy the provisions under the current Incitec/ORICA personnel practices will apply:

EITHER

12.13.5.1 Incitec Redundancy Standard - Applicable to employees with less than thirteen year’s service and a start date prior to 30th October 2000.

A minimum period of notice of 1 month (or pay in lieu). Longer notice should be given wherever possible.

An upfront payment of 3 times normal notice period (i.e. 3 months) except for employees who have frozen sick leave or an Award entitlement to unused accumulated sick leave, who would receive either the frozen or unused sick leave entitlement or the upfront payment, whichever is the greater.

An additional payment for each completed year of service of three weeks pay (plus a further weeks pay for each completed four month period) up to a maximum of 60 weeks.

Payment of all statutory entitlements including accrued annual leave, annual leave loading and Long Service Leave. Pro-rata long service leave will be paid after five years service to redundant employees.

Superannuation entitlements as at last day of service.

The company will provide outplacement assistance at a suitable level. The type and level of assistance will be appropriate to the needs of the redundant employee.

OR

12.13.5.2 ORICA Redundancy Standard - Applicable to employees with greater than thirteen years service or start date after 30th October 2000.

A minimum period of notice of 8 weeks (or pay in lieu). Longer notice should be given wherever possible.

A payment for each completed year of service of four weeks pay (plus a further weeks pay for each completed four month period) up to a maximum of 80 weeks. This payment is inclusive of payment for unused accumulated frozen sick leave.

Payment of all statutory entitlements including accrued annual leave, annual leave loading and Long Service Leave. Pro-rata long service leave will be paid after five years service to redundant employees.

Superannuation entitlements as at last day of service.

The company will provide outplacement assistance at a suitable level. The type and level of assistance will be appropriate to the needs of the redundant employee.

12.14 Disputes Handling Procedure

Disputes arising on site will be dealt with on all occasions in accordance with the following procedure.

As soon as is practicable after a dispute or claim has arisen, the employee, or group of employees concerned, will take the matter up with their immediate coordinator affording the opportunity to remedy the cause of the dispute or claim.

Where any such attempt at settlement has failed, or where the dispute or claim is of such nature that a direct discussion between the employee and their immediate coordinator would be inappropriate, the employee/s shall forthwith take the matter up with the employer or a representative of the employer. The employee/s may elect to be accompanied by their representative.

The Company will reply within twenty four (24) hours.

If the matter is not settled it will be submitted to the New South Wales Industrial Commission which will endeavour to resolve the issue between the parties by conciliation.

Without prejudice to any party, work will continue while the matter/s in dispute are being dealt with.

In the event of any alleged serious safety issue, the Company will immediately investigate the allegation in consultation with Union officials and/or the chairperson of the Safety Committee and/or competent safety advisers - as agreed between the parties to this Agreement.

12.15 Workers Compensation

12.15.1 Workers Compensation will be paid in accordance with the NSW Workers Compensation Act 1987 as amended.

12.15.2 During a period of absence or being on restricted duties, an employee will receive the annual rate of pay.

12.15.3 Payment of average overtime during periods on workers compensation will be determined as follows:

12.15.3.1 Where an employee is unfit for work no payment is made.

12.15.3.2 Where an employee is fit for restricted duties and the restrictions specified do not prevent him/her from working overtime on a job they has been offered, then the employee either works the overtime and is paid or refuses the overtime and no payment is made.

12.15.3.3 Where an employee is fit for restricted duties and the restrictions specified prevent him/her from working overtime, then the employee is paid average overtime.

12.15.4 Payment of average overtime is calculated on the basis of actual average overtime worked by the employee over the previous twelve months.

13. Division 1 - Ammonium Nitrates Operations & Ammonia Operations

13.1 Application

This division shall only apply to Process Technicians in the Ammonium Nitrates Operations area and the Ammonia Operations area.

Intention

Our aim for the Nitrates areas and Ammonia area is to develop a highly skilled, dedicated and motivated team of people who strive to continually improve our operation to ensure that we maintain our competitive advantages in quality, service and cost. Notwithstanding the provision of Clause 8 (Enterprise projects) (General Conditions) until agreed changes are made the following classification structure will apply:

13.2 Classification

Process Technicians are employed in the Nitrates areas and Ammonia area to operate and maintain the plant on a continuous basis under one of the following grades. The Technician serves a probationary period of three (3) months before permanent employment is confirmed. During the probationary period employment may be terminated with one (1) week's notice.

This agreement has abolished the Senior Grade technician level with the exception of the one 'grandfathered' operator in the Ammonia Plant. This operator will remain at the Senior Grade Technician pay level and maintain relativity until such time that this operator acquires Control Room operator technician level skills or leaves ORICA Ltd employment.

Trainee

A newly appointed Process Technician who has satisfactorily completed an induction programme and is receiving training to attain competency in at least one plant area.

The Technician must also complete Fire training, Emergency Squad training, First Aid and SCBA training before proceeding to higher grades.

Grade 1

Nitrates

A Technician who has been assessed as competent (including POC control) in one plant of the area.

Ammonia

A Technician who has been assessed as competent in one plant area.

Grade 2

Nitrates

A Technician who has been assessed as competent (including POC control) in two plants of the area.

Ammonia

A Technician who has been assessed as competent in two plant areas.

Grade 3

Nitrates

A Technician who has been assessed as competent (including POC control) in all plants of the area and who has obtained WorkCover Authority certification in Boiler, Turbine and Refrigeration Engine operations.

Ammonia

A Technician who has been assessed as competent in three plant areas. The Technician must have obtained WorkCover Authority certification for Boiler, Turbine and Refrigeration operations.

Control Room Operation Technician

Nitrates

A Technician who has reached Grade 3 and has been assessed as competent in all aspects of Control Room operations.

The Technician works in a production team to the full extent of their skill and competence including performing the role of Coordinator for short periods.

> been assessed as competent in Coordinator Level 1 Primary Skills requirements
>
> the capability in an emergency situation to take the safest course to protect personnel and plant without benefit of advice
>
> obtained the TAFE "Operative Certificate in Chemical Plant Skills" subject to transitional provisions.
>
> acquired competence in Problem Solving and Personal Computing skills.

Ammonia

A Technician who has attained Grade 3 competency, possesses a working knowledge of all plant areas and is fully competent in all aspects of Control Room operations.

> The senior operator position (with the exception of the Grandfather) will be paid the Coordinator 1 rate (to be called Control Room Operator) provided clearance issue is included as a skill for the Control Room position. No team management responsibilities will be included in this role with this change
>
> the capability in an emergency situation to take the safest course to protect personnel and plant without benefit of advice
>
> obtained the TAFE "Operative Certificate in Chemical Plant Skills" subject to transitional provisions.

acquired competence in Problem Solving and Personal Computing skills.

Process Coordinator Level 2

Nitrates and Ammonia

A Process Technician who has:

at least twenty-four (24) months experience at Control Room Operation Technician role

been assessed as competent in Coordinator Level 2 Primary Skills requirements

obtained the TAFE "Certificate in Chemical Industries Operations" subject to transitional provisions

acquired competence in Planning and Estimating and Statistical Process Control skills.

demonstrated to the satisfaction of all Level 3 Coordinators and the Management, a proven ability to lead a team in the plant's operations.

Process Coordinator Level 3

Nitrates and Ammonia

A Process Technician who has:

at least two (2) years experience at Coordinator Level 2

been assessed as competent in Coordinator Level 3 Primary Skills requirements

obtained the TAFE "Advanced Certificate in Chemical Industries Technology" subject to the transitional provisions.

demonstrated to the Area Management the proven ability to plan and carry out continuous improvement projects in areas of the plant's operations

been assessed by the Area Management as having the ability to prepare CEP's, having the capability of leading a project team from conception to completion and to perform the role of Area Management and Area Management as applicable.

13.3 Scope Of Work

Nitrates and Ammonia

13.3.1 The primary role of each Area Process Technician is to operate the plant. In addition members of the team also carry out maintenance tasks under the following conditions:

The team clearly understands the task

and

The team has the certified skills to carry out the task

and

The team has access to the correct tools and materials for the task

and

The team has the time to carry out the tasks, without adversely affecting Plant operations

and

The team has the authority to carry out the task
(this refers mainly to plant modifications)

13.3.2 Any Maintenance activities being carried out should be such that it could be abandoned immediately in the event of a plant trip.

13.3.3 Non operational duties are carried out by Process Technicians when time allows, including:

* Training on process skills

* Training on maintenance and other relevant skills

* Carrying out plant projects

* Assisting maintenance teams on plant maintenance

* Covering process technicians (rostered on to operational duties) who request training

* Area housekeeping

* Specified laboratory analysis

It is the responsibility of each team coordinator (in consultation with their teams) to schedule these non operational duties. Priorities are agreed by the teams based on the Areas' needs.

13.4 Skills Required

Nitrates and Ammonia

Primary skills and secondary skills which are required in the plant areas are identified in the Areas' Process Technicians' Career Progression Skills Manual.

13.5 Employment Levels

Unless otherwise mutually agreed between the parties, shift employment levels will remain as follows:

Ammonia Operations

In the Ammonia operating area there are six (6) technicians per team on a five panel roster to fulfil the following shift operating levels:

1 Co-ordinator (any level)

1 Control Room technician

3 outside operators (with sufficient skills to cover all outside areas)

During the life of this agreement the parties agree to work together to progress towards removing one full time shift position in the Ammonia Area by technological improvements.

AN Operations

In the AN Operations area there are (7) technicians per team on a five panel roster to fulfil the following shift operating levels:

1 Co-ordinator (any level)

1 Head Operator (Control Room Technician or Coordinator)

1 Control Room Technician

3 outside operators (with sufficient skills to cover all outside areas)

During the life of this agreement, the parties agree to work together on the implementation of an agreed list of projects including, but not limited to:

Increased automation and control of Acid and AN plants

Upgrading of Off-Site Boiler instrumentation and burner management system

Improvements to site effluent system

Improvements in alarm management

At the completion of the agreed projects, a review of the workload will take place with input from both company and process technician representatives. Provided this review indicates that a reduction in manning is achievable, the required shift manning will be reduced to six (6) technicians per shift to fulfil the following shift operating levels:

1 Co-ordinator (any level)

1 Control Room Technician

3 outside operators (with sufficient skills to cover all outside areas)

13.6 Interaction Between Process and Maintenance Teams

Both maintenance and process teams carry out maintenance. The current 'clearance to work' system is maintained with respect to maintenance jobs.

13.7 Progression Scheme

Until such time as agreed changes are implemented, the following will apply:

13.7.1 There are two ways of moving through the Process Technician progression scheme.

13.7.1.1 By learning additional relevant process operations skills (eg. plant operations, control room operations, WorkCover tickets, coordinator skills). These are referred to as Primary Skills.

13.7.1.2 By learning additional relevant other skills (eg. engineering skills, training skills, team skills). These are referred to as Secondary Skills.

13.7.2 There are no restrictions as to which level a Process Technician can reach within the Grading System, up to and including Co-Ordinator Level 2, provided they have achieved the required competence. At the Co-Ordinator Level 3 there is up to 2 persons at that classification level per team, provided they have achieved the required competence.

13.7.3 In order to achieve Primary Skills progression and hence move up the grading system, the following steps would be taken by the Technician:

13.7.3.1 Provide proof of passing any externally accredited courses eg. Work Cover (WCA) or TAFE.

13.7.3.2 Pass an internally written or verbal test on the skills.

13.7.3.3 Pass a practical test carried out on the relevant plant areas. Senior people from teams other that of the applicant should be involved in this assessment process.

13.7.3.4 For positions of Control Room Operator and above a performance appraisal carried out by all teams. This appraisal will concentrate on the applicants interpersonal and team oriented skills.

A full description of Primary Skills is included in the relevant Area's Career Progression Scheme Skills Manual.

Progress through the Primary Skills grades is recorded in the Team Member's Manual.

13.7.4 Progression in Secondary skills is dependent upon the team member obtaining proficiency in secondary skills modules. Modules can be either internal where the training and assessment is done by Incitec/ORICA, or external where the training and assessment is done by an external body such as TAFE or WorkCover Authority. Each module has a point's value allocated to it. This points value is a function of both the number of formal hours of training required to obtain proficiency in the module and the priority or relevance to the plant area.

The Secondary Skills grading is dependent upon the number of module points accumulated by the team member.

Module Descriptors for each of the Secondary Skills that are available to Process Technicians are detailed in the relevant Area's Career Progression Scheme Skills Manual.

Skills points for each module will be credited to the employee upon the successful completion of that module.

Progress through the Secondary Skills grades is recorded in the Team Member's Manual.

Priority will be given to obtaining skills required by the team and Primary Skills in preference to Secondary Skills.

13.7.5 Ultimately the intention is to make the TAFE Advanced Certificate in Chemical Industries Technology a prerequisite for the Control Room Technician's position - in line with the trades grading system (the Advanced Certificate is equivalent to a Trade Certificate). This will be phased in, as the course becomes available.

Existing employees will not be restricted from progression to Coordinator Level 1, Level 2 or Level 3 positions whilst obtaining these certificates.

The company acknowledges that whilst it would be desirable to obtain the certificates, should the restrictions of shift work prove prohibitive in attending TAFE, no restrictions will be placed on progression. Self-paced learning should be utilised as available.

13.7.6 A full description of Coordinator skills, responsibilities and accountabilities is included in the relevant Area's Career Progression Scheme Skills Manual. Progress through both Primary and Secondary Skills is recorded in the Team Members Manual.

13.8 Remuneration

13.8.1 The Ordinary hourly rate for determining overtime payments is calculated by dividing the salaries by 3078.5. Refer Schedule 1.

13.8.2 Shaded areas are normally inaccessible, with the exception being that team members will be credited with secondary skill points for those skills existing at the time of employment and compulsory secondary skills acquired.

13.9 Nitrates & Ammonia Areas Work Rosters

The Nitrates and Ammonia areas works a five panel 12 hour continuous shift roster.

13.9.1 Notional Day

Nitrates

The notional day commences at 2200 hours the night before the day in question.

Ammonia

The notional day commences at 1900 hours the night before the day in question.

13.9.2 Shift Hours

Nitrates

Each shift shall consist of 12 hours with respective morning and afternoon shift times of 2200 hours to 1000 hours and 1000 hours to 2200 hours.

Ammonia

Each shift consists of 12 hours with respective day and night shift times of 0700 hours to 1900 hours and 1900 hours to 0700 hours.

13.9.3 Training

Nitrates

The roster provides a two week training period for each team in every 10 week cycle. The team rostered for training must complete 60 hours during this 2 week period, and are only available for rostered plant work by a mutual agreement.

Ammonia

The roster provides a one week training period for each team in every 5 week cycle. The team rostered for training must complete 30 hours during this 1 week period, and are only available for rostered plant work by a mutual agreement.

During this two week training period, Technicians will carry out a combination of the following tasks:

Training on Primary Skills

Training on Secondary skills

Plant project work (including area housekeeping and audits)

Carrying out Plant Maintenance together with Area Maintenance Team

Carrying out plant safety equipment maintenance checks

and by mutual agreement the following points:

Carrying out shutdown co-ordination activities in AN Operations (wherever practical the company will give 96 hours notice of changes in shutdown schedules). Agreement will not be unreasonably withheld. The shutdown co-ordinators role will be covered 100% of the time. The 'training' shift will complete the Shutdown co-ordinator's activities for the greater majority of the time.

Swap with Process Technicians (rostered onto operational duties) who require training

Take annual leave or credit leave

Perform normal rostered plant work to cover unplanned absences and/or leave in excess of the roster.

If an employee is requested to perform rostered plant work during the 'training' period, it would be considered reasonable if an employee chose to not work weekends, public holidays, nightshift or to be called in during the 'training' period. In all other circumstances, an employee shall not unreasonably refuse to perform operational duties during the 'training' period. Except as set out below, overtime rates will apply after 12 consecutive hours are worked during the 'training' period. The company would only expect an employee to work past their previously planned finishing time for that training day if mutually agreed. An employee required to work beyond their pre-planned finishing time, on the day upon which the employee agrees to undertake production work, will be paid overtime for all time worked after the pre-planned finishing time. Where arrangements are made in accordance with this clause at any time prior to the day upon which work is performed, overtime rates do not apply.

Clause 13.9.4 'Transfers' does not apply to these arrangements.

It will be the responsibility of each Team Leader (in consultation with their teams) to schedule these non operational duties. Priorities would be agreed by the teams based on the plant/team needs.

Training time can be shifted from one training session to another session.

Training time spent during time-off periods of the work cycle period of the roster can be credited against the training of the next training period but no overtime will be payable.

Where a Public Holiday falls in the training period then twelve (12) hours will be credited against the training hours required.

13.9.4 Transfers

Nitrates and Ammonia

The Company must give employees 96 hours notice of change of shift, (unless this is waived by individual employees by mutual agreement), or pay employees double time until 96 hours of notice expires.

Temporary transfers to day work due to plant shutdowns/emergencies or any other requirement will not result in loss of earnings of shift penalties.

13.9.5 Shiftwork Penalties

13.9.5.1 The annualised salary for process technicians includes shiftwork penalties and is divided by the factor of 3078.5 to determine ordinary hourly rates for overtime calculation.

13.9.5.2 All hours worked in excess of the average 38 hours per week over the full roster cycle are paid as overtime monthly.

13.9.5.3 Rostered stand-by time is paid at time and a half of the ordinary rate.

A stand-by roster is maintained and each technician will be rostered for stand-by.

Stand-by duration and frequency is determined to be 2 hours per week and is included in annual rate.

The Stand-by person must be available and on-call one hour before and one hour after the shift commences. If the stand-by person will not be at their usual contact number over this period, they must inform the Coordinator of their contact number. Stand-by may be re-arranged with other Technicians.

There is no Stand-by Allowance paid to trainees until they are capable of manning a plant area without assistance.

13.9.6 Meal Breaks

Technicians will be allowed a reasonable time for meal breaks which will be taken so as not to interfere with the continuity of work.

13.9.7 Leisure Days

Nitrates

Sixteen (16) hours leisure time is accrued during the 8 week work on plant cycle of the roster and is subtracted from the 76 hours required during the training period of the roster, leaving 60 hours training time. Because the training time is flexible, no days are nominated as leisure days.

Ammonia

Eight (8) hours leisure time is accrued during the 4 week work on plant cycle of the roster and is subtracted from the 38 hours required during the training period of the roster, leaving 30 hours training time. Because the training time is flexible, no days are nominated as leisure days.

13.9.8 Monthly Time Sheet

The use of clock cards is discontinued with teams being responsible for their own timekeeping.

Monthly time sheets are completed detailing each Technician's overtime, call-ins, mileage allowances, phone allowances and credit leave, annual leave etc. Coordinators will sign overtime claims.

13.10 Overtime

13.10.1 Rate of Pay

All overtime is paid at double the ordinary hourly rate.

13.10.2 Rostered Overtime

The five (5) panel roster provides 2 hours per week overtime during operating cycle. This overtime is not transferable and is included in the shift component of annual rate.

13.10.3 Extra Overtime

13.10.3.1 All hours worked during the operating cycle over and above ordinary hours (other than rostered overtime) are paid as overtime.

13.10.3.2 Under normal operating conditions, where an operator is required to remain at work at the end of a shift, then the maximum period to be worked continuously is 14 hours. Where an operator is not required or rostered to return to work within 12 hours, then the maximum period to be worked continuously is 16 hours.

13.10.3.3 Teams will arrange overtime so that employees have at least 10 consecutive hours off duty between work periods. Employees will be stood down with full pay until 10 consecutive hours of rest has elapsed. Should the team require an employee to return to work before 10 consecutive hours has elapsed, then they will be paid at double the ordinary hourly rate until they have had a 10 hour break.

13.10.3.4 Employees are not permitted to work overtime during periods of annual leave or credit leave.

13.10.3.5 Employees rostered on to their training period may work overtime on the plant during that period, provided that training commitments are met and the 10 hour break is observed.

13.10.4 Call-in Overtime

To maintain safe minimum plant coverage, deficiencies in manning due to illness etc, are met by calling in Technicians who are rostered off duty. Such call-ins are to be 4 hours minimum duration.

The Technician may use hire transport for this call-in journey or use their own private transport and if used is paid mileage allowance as specified in Schedule 1.

An employee accepting such a call to work is paid a call-in allowance as specified in Schedule 1.

13.10.5 Pre-arranged Overtime

Telephone allowance and call-in allowance are not be paid for overtime pre-arranged before the event.

Mileage allowance is only paid if the pre-arranged overtime involves an extra trip to work over and above the normal rostered shifts.

Overtime payments are only paid for actual hours spent on the job.

13.10.6 Overtime Meals

A Technician required to work overtime for more than one and a half hours after their ordinary ceasing time will be provided free of cost with a meal or allocated a meal ticket. The value of the meal ticket is as set out in Schedule 1. If the work extends for more than four (4) hours after ordinary ceasing time, the Technician will be provided with a second meal or allocated a meal ticket if they so choose.

13.10.7 Overtime when working Daywork Pattern

Nitrates

Where a Process Technician is required to work daywork pattern (eg. during plant shut-down) they will be entitled to payment for overtime and related allowances as follows:

Overtime hours will be calculated on the basis of a full cycle of the roster (ie 10 weeks or 396 hours) using the following formula:

Shift hours worked from start of cycle to start of Day work	plus	Day work hours worked	plus	Shift hours to be worked from end of Day work to end of cycle	minus	Full Cycle Hours (396 hrs)

Meal Allowance will be calculated using the following formula:

$$\frac{\text{Overtime hours paid}}{4} \quad X \quad \text{Rate applicable}$$

Mileage Allowance will be calculated using the following formula:

No. of days worked/to be worked during full cycle	minus	35	=	days	X	Rate applicable

Ammonia

Where a Process Technician is required to work day work pattern (eg. during plant shut-down) they will be entitled to payment for overtime and related allowances as follows:

Overtime hours will be calculated on the basis of a full cycle of the roster (i.e. 5 weeks or 198 hours) using the following formula:

Actual hours employee worked during pay month	minus	Hours employee's shift was rostered to work during pay month (including training week)	equals	Employee's overtime hours for pay month

Meal Allowance will be calculated using the following formula:

$$\frac{\text{Overtime hours paid}}{4} \quad X \quad \text{Rate applicable}$$

Mileage Allowance will be calculated using the following formula:

No. of days travelled to work during pay month	minus	No. of days scheduled to travel to work during month as per shift roster	=	days	X	Rate applicable

13.11 Leave Arrangements

13.11.1 Annual Leave

Technicians are entitled to five weeks annual leave at the annualised rate at the end of each year of employment.

Because the roster provides for shiftwork of 12 hours duration each shift, the entitlement is 204 hours, credited to each employee's record upon their anniversary.

For the purposes of calculating entitlements for incomplete years of service, holidays will accrue at the rate of 17 hours per month of service.

Such annual leave is exclusive of any statutory holidays which may occur during the period of annual leave and shall be taken on an hour for hour basis.

Statutory public holidays falling in a period of annual leave will be observed as a holiday, and paid at full pay with no deduction from the employee's holiday entitlements record.

When Annual leave is taken it is paid in the normal monthly pay unless special arrangements for advance payments are made.

During the operating cycle of the roster, only one Technician from each team will be allowed annual leave. At the discretion of Coordinator and Manager, special circumstances may apply to allow more than one Technician off.

During the training period built into the roster, more than one Technician from each team may take annual leave.

Unused annual leave including pro-rata amounts will be paid out at the employee's normal rate upon resignation, retrenchment, retirement or disablement, or paid to the employee's estate upon death in service.

13.11.2 Credit Leave

Credit leave may be cashed in at the end of each pay month, using the monthly allowances timesheet or accumulated.

Accumulated credit leave may be cashed in at any time (on an hour for hour basis) using the monthly allowances timesheet or taken off as leave (on a shift penalty basis).

Accumulated credit leave may only be taken as leave when a spare man is available to cover the absence.

Credit leave may not be taken if overtime costs will be incurred.

Credit Leave may be taken during the training period of the roster on an hour for hour basis.

Accumulated Credit Leave in excess of 150 hours as at the 1st of December each year will be paid out at the employee's annual rate in the December pay.

Accumulated Credit Leave will be paid out at the employee's normal rate upon resignation, retrenchment, retirement or disablement, or paid to the employee's estate upon death in service.

13.11.3 Sick Leave

13.11.3.1 Sick leave accumulated balance will be frozen as at 10 July 1992.

13.12 21st Shift And Plant Coverage

Nitrates

In exchange for the changed conditions in Annual leave and Public Holidays, the payment of the 21st shift the first time annual leave is taken has been discontinued.

Ammonia

In exchange for the changed conditions in Annual leave and Public Holidays, the payment of the 21st shift the first time annual leave is taken has been discontinued and the guarantee of a minimum of two (2) extra Process Technicians per shift to cover work on the plant during start-ups has been given.

13.13 Shutdown Auditor

Process Technicians who are required to act in an auditing or Coordinator role during shutdowns are paid at Coordinator Level 1 rate during the shutdown only.

14. Division 2 - Industrial Ammonia

14.1 Application

This division shall only apply to Plant Technicians in the Industrial Ammonia area.

14.2 Intention

Our aim for the Industrial Ammonia area is to develop a highly skilled, dedicated and motivated team of people who strive to continually improve our operation to ensure that we maintain our competitive advantages in quality, service and cost. Notwithstanding the provision of Clause 13 (General Conditions) until agreed changes are made the following classification structure will apply:

14.3 Classification

14.3.1 Plant Areas

1. Aqua/Ammonia Production
2. Anhydrous Ammonia Filling
3. Test Station
4. Pollution, Environment & Product Recovery Control
5. Refrigerant Filling and Recovery

A Plant Technician works in the team to their skills and competence to operate and maintain the plant. Before proceeding to the next grade they must be competent in the skills required for that grade. An awareness of the SH&E practices applicable to the site is required.

14.3.2 Grades

Trainee Plant Technician

A new starter. The Trainee Plant Technician will complete an induction program. The Trainee Plant Technician will be on probation for six months. During the probationary period employment may be terminated with one (1) week's notice.

Plant Technician Grade 1

A technician who has been assessed as competent in all of the required Grade 1 skills. They must possess the following skills;

In operating and maintaining the Anhydrous Ammonia filling stations 3 off.

Personal computer skills.

Obtain WorkCover Certificates in ForkLift Trucks.

Operate the overhead crane.

In operating the Newcastle Weighing System computer.

Hold a current First Aid Certificate.

Fire Training.

SCBA usage and maintenance.

Dangerous Goods licence.

Operate SAP hand held scanner.

Plant Technician Grade 2

A technician who has been assessed as competent in all of the required Grade 2 skills. They must possess the following skills;

Electrical/Mechanical Trade certificate or minimum basic fitting skills plus another skill which would enhance the team's skill base taking into account business needs.

In operating and maintaining the Test Station.

In operating and maintaining the Pollution and Product Recovery Plant areas.

In operating the Aqua Ammonia Plant.

Senior Grade

A technician who has been assessed as competent in all of the required Senior Grade skills. They must possess the following skills;

At least 12 months experience at Plant Technician Grade 2

In operating and maintaining the Refrigerant filling stations, obtain CFC/HCFC Accreditation.

Sound Team Leadership skills.

Leading the team in an area emergency.

Planning daily production.

Conduct monthly safety meetings.

Plant Coordinator Level 1

A technician who has been assessed as competent in all of the required Plant Coordinator Level 1 skills. They must possess the following skills;

At least 2 years experience at Senior Grade

Team Leaders course

In preparing all of types of clearances

Achieved status of Clearance issuer

Ability to lead and motivate Industrial Ammonia Plant team in the plant's daily operation.

Leadership in SH&E issues.

Computer skills associated with position.

Coordinate between Customer Service Representatives and Transport companies for the D.I.F.I.T.I.S.

Modifications to completion.

Monitor and maintain stock levels at stockpoints.

Plant Coordinator Level 2

A technician who has been assessed as competent in all of the required Plant Coordinator level 2 skills. They must possess the following skills;

At least 2 years experience at Coordinator level 1

Quality Assurance Systems and Procedures.

Quality and SH&E Audits.

Budgeting and cost control.

Performance appraisal's.

Interviewing skills.

Training coordination.

Plan and carry out continuous improvement projects.

Prepare CEP's.

Project management.

Maintenance management.

Purchasing.

Ammsafe training.

Training accreditation to Certificate IV level.

14.3.3 Team Make Up

The team will at all times have a minimum of two Mechanical trade fitters and two Electrical trade mechanic/fitters (must hold current licences).

14.3.4 Extra Skills

It is agreed a requirement of the Team's skills base has a minimum of 2 Riggers (Class 1), 2 Scaffolders (Class 4) and 2 Mobile crane drivers. If these skills are lost due to a team member leaving, one of the other team members or his/her replacement will pick-up that skill.

14.4 Record Of Progression

14.4.1 Skills Assessment

To progress, a Technician must satisfy the Skills requirement in the new grade that they are progressing toward.

The team will carry out the assessment of these skills.

If the progression is to a Coordinator position the Ammonia Plant Manager is to be a part of the team when the assessment is being carried out.

The skill assessment criteria are subject to review as the business requirement change.

The required form is to be submitted after being deemed competent by the team to the new grade that the Technician is progressing toward.

14.5 Scope Of Work

14.5.1 Plant Technicians carry out all operational and maintenance requirements on the plant to the full extent of their skills and competence. The current 'clearance to work' system is maintained with respect to maintenance jobs.

14.5.2 Non operational duties are carried out by Plant Technicians when time allows, including:

Training on process skills

Training on maintenance and other relevant skills

Carrying out plant projects

Covering plant technicians who request training

Area housekeeping

Specified laboratory analysis

14.5.3 It is the responsibility of plant coordinators (in consultation with their teams) to schedule these non operational duties. Priorities are agreed by the teams based on the area needs.

14.6 Skills Required

Skills that are required in the Industrial Ammonia area are identified in the Industrial Ammonia Area Plant Technician Career Progression Scheme Skills Manual. A full description of all skills is included in the Manual.

There are no restrictions as to which level a Plant Technician can reach within the Grading System, up to and including Coordinator Level 1, provided they have achieved the required competence. At the

Coordinator Level 2 there is a maximum of two (2) persons at that classification level per team, provided they have achieved the required competence.

In order to attain skills and hence move up the grading system, the following steps would be taken by the Technician:

Provide proof of passing any externally accredited courses eg. Work Cover (WCA) or TAFE.

Pass an internally written or verbal test on the skills.

Pass a practical test carried out on the relevant plant areas. Senior people off the other team to that of the Technician should be involved in this assessment process.

For positions of Coordinator Level 1 and above a performance appraisal carried out by all teams. This appraisal will concentrate on the Technician's interpersonal and team oriented skills.

Progress through the skills grades is recorded in the Technician's Manual.

14.7 Remuneration

Annual rates include a prepaid number of overtime hours and include overtime related allowances. The prepaid number of overtime hours for teams is 300 hours.

The Ordinary hourly rate for determining overtime payments is set out in Schedule 1.

14.8 Area Work Roster

The Industrial Ammonia area works a 12 hour 5 day (Monday to Friday) roster.

14.8.1 Work Hours

Each shift consists of 12 hours between 0700 hours to 1900 hours. A shift of 8 hours between 0700 and 1500 hours will be worked where necessary to allow an average working time of 38 hours per week over the full roster cycle. Leave is reserved to amend starting times if the majority of employees agree to do so and provided the change is acceptable to the company.

14.9 Rates of Pay

All rostered work Monday to Friday will attract Shift Allowance of 5% more than the ordinary rate and is included in the shift component of annual salary.

All hours worked in excess of the average 38 hours per week over the full roster cycle will be paid as overtime.

14.9.1 Meal Breaks

Technicians shall be allowed a reasonable time for meal breaks which shall be taken so as not to interfere with the continuity of work.

14.9.2 Monthly Time Sheet

The use of clock cards has been discontinued with teams being responsible for their own timekeeping.

A monthly time sheet is completed by each Plant Technician, detailing each employee's overtime, call-ins, mileage allowances, phone allowances and credit leave, annual leave etc. Coordinators will sign any overtime claims.

14.10 Overtime

14.10.1 Overtime and overtime related allowances are only paid to Technicians after all team members including Coordinators have reached the pre-paid number of hours.

14.10.2 Overtime is paid at double the ordinary hourly rate and in all cases other than those mentioned in this Clause the Enterprise Award provisions, General Conditions - Clause 13.7 "Overtime" are to apply.

14.10.3 Where a Technician is required to remain at work at the end of the shift, then two (2) hours overtime is to be considered maximum if he is rostered to return to work for another shift within twelve (12) hours.

Where a Technician is not required or rostered to return to work within twelve (12) hours, then four (4) hours overtime is to be considered maximum after a twelve (12) hour shift.

14.10.4 Technicians are not permitted to work overtime during periods of annual leave or credit leave.

14.10.5 The Coordinator has the discretion to cover any absences in manning below three positions per shift by calling in Technicians who are rostered off duty.

14.10.6 Where overtime has been pre-arranged:

Telephone allowance and call-in allowance are not paid.

Mileage allowance is only paid if the pre-arranged overtime involves an extra trip to work over and above the normal rostered shifts.

Overtime payments are only paid for actual hours spent on the job.

14.10.7 Subject to 13.8.1, a Technician required to work overtime for more than one and a half hours after their ordinary ceasing time shall be provided free of cost with a meal or allocated a meal ticket. The value of the meal ticket is as set out in Schedule 1. If the work extends for more than four (4) hours after ordinary ceasing time, the Technician will be provided with a second meal or allocated a meal ticket if they so choose.

14.11 Leave Arrangements

14.11.1 Annual Leave

14.11.1.1 Plant Technicians will be entitled to 152 hours Annual leave each year from the anniversary of the date of commencement of their employment.

14.11.1.2 When Annual leave is taken, 12 hours will be deducted from their entitlement for each day taken. A form (paper or electronic) will be required to record the taking of leave.

14.11.1.3 Annual leave loading of 17.5% will be paid to Plant Technicians in the December pay each year regardless of when annual leave is actually taken.

14.11.1.4 Such annual leave is exclusive of any statutory holidays which may occur during the period of annual leave and will be taken on an hour for hour basis.

Statutory public holidays falling in a period of annual leave will be observed as a holiday, and paid at full pay with no deduction from the employee's holiday entitlements record.

When Annual leave is taken it is paid in the normal monthly pay unless special arrangements for advance payments are made.

14.11.2 Credit Leave

14.11.2.1 Credit leave may be cashed in at the end of each pay month, using the monthly allowances timesheet or accumulated.

14.11.2.2 Accumulated credit leave may be cashed in at any time (on an hour for hour basis) using the monthly allowances timesheet or taken off as leave (on a shift penalty basis).

14.11.2.3 Accumulated credit leave may only be taken as leave when a spare man is available to cover the absence.

14.11.2.4 Credit leave may not be taken if overtime costs will be incurred.

14.11.2.5 Accumulated Credit Leave in excess of 150 hours as at the 1st of December each year will be paid out at the employee's annual rate in the December pay.

14.11.2.6 Accumulated Credit Leave will be paid out at the employee's normal rate upon resignation, retrenchment, retirement or disablement, or paid to the employee's estate upon death in service.

15. Division 5 - Engineering

15.1 Application

This division shall only apply to Instrument/Electrical, Mechanical, and Maintenance Operator streams of the Maintenance Technician classification.

15.2 Intention

Our aim for the Engineering Maintenance Department is to develop optimally sized, highly skilled, dedicated and motivated teams of people with a totally flexible approach to site activities who strive to continually improve our maintenance operations to ensure that we maintain our competitive advantages in quality, service and cost.

No demarcations exist between employees and the sole criteria for work performance and individual progression is the ability to carry out the task.

Notwithstanding the provision of Clause 8 (Enterprise projects) (General Conditions) until agreed changes are made the following classification structure will apply:

15.3 Classification

Maintenance Technicians are employed to maintain the plants under one of the following streams and grades. The Technician serves a probationary period of three (3) months before permanent employment is confirmed. During the probationary period employment may be terminated with one (1) week's notice.

15.3.1 Mechanical Stream

15.3.1.1 Maintenance Technician Grade 4

A newly appointed Maintenance Technician who possesses formal mechanical trade certification and who works in a maintenance team to the full extent of their skill and competence whilst undergoing a comprehensive training programme.

15.3.1.2 Maintenance Technician Grade 5

A Maintenance Technician who satisfies the requirements of Grade 4 and who has been assessed as competent in a range of skills totalling the required number of primary skill points for their area. The Maintenance Technician works in a maintenance team to the full extent of their skill and competence.

15.3.1.3 Maintenance Technician Grade 6

A Maintenance Technician who satisfies the requirements of Grade 5 and who has been assessed as competent in a range of skills totalling the required number of primary skill points for their area. The Maintenance Technician also possesses a TAFE certificate or equivalent qualification being an approved post- trade course of at least two (2) years' part-time study or modules totalling two (2) years. The Maintenance Technician works in a maintenance team to the full extent of their skill and competence.

15.3.2 Instrument/Electrical Stream

15.3.2.1 Maintenance Technician Grade 5

A newly appointed Maintenance Technician who possesses formal electrical trade certification and an Electricians "Qualified Supervisor Certificate" and who works in a maintenance team to the full extent of their skill and competence whilst undergoing a comprehensive training programme.

15.3.2.2 Maintenance Technician Grade 6

A Maintenance Technician who satisfies the requirements of Grade 5 and who has been assessed as competent in a range of skills totalling the required number of primary skill points for their area. The Maintenance Technician works in a maintenance team to the full extent of their skill and competence.

15.3.2.3 Maintenance Technician Grade 7

A Maintenance Technician who satisfies the requirements of Grade 6 and who has been assessed as competent in a range of skills totalling the required number of primary skill points for their area. The Maintenance Technician also possesses a TAFE certificate or equivalent qualification being an approved post- trade course of at least two (2) years' part-time study or modules totalling two (2) years. The Maintenance Technician works in a maintenance team to the full extent of their skill and competence.

15.3.3 Maintenance Coordinator Levels

15.3.3.1 Maintenance Technician Grade 8 (Coordinator Level 1)

A Maintenance Technician who has:

* At least twelve (12) months experience at the highest grade for that stream and has demonstrated to the satisfaction of two Level 3 Coordinators sound team leadership abilities.

* Been assessed as competent in Coordinator Level 1 skill requirements.

The Maintenance Technician works in a maintenance team to the full extent of their skill and competence.

15.3.3.2 Maintenance Technician Grade 9 (Coordinator Level 2)

A Maintenance Technician who has:

* At least two (2) years experience at Maintenance Coordinator Level 1

* Been assessed as competent in Coordinator Level 2 skill requirements.

* Demonstrated to the satisfaction of two Level 3 Coordinators and the Area Management a proven ability to lead and motivate a team of Technicians in the department's operations.

15.3.3.3 Maintenance Technician Grade 10 (Coordinator Level 3)

A Maintenance Technician who has:

* At least two (2) years experience at Maintenance Coordinator Level 2

* Been assessed as competent in Coordinator Level 3 skill requirements.

* Demonstrated to the management the proven ability to plan and carry out continuous improvement projects in areas of the department's operations.

* Been assessed by the management as having the ability to prepare CEP's, participate in engineering project work and to manage the full range of area engineering operations for short periods of time.

15.4 Scope of Work for Maintenance Technicians

The Maintenance Technician role primarily covers the skills of a Mechanical Technician, Instrument/Electrical Technician and Maintenance Coordinator.

Maintenance Technicians who possess the necessary skills can also perform operating activities.

The primary role of maintaining the plant involves the Maintenance Technician in the performance of complex maintenance activities requiring high levels of trade skills as well as tasks not able to be carried out by Process Technicians.

Maintenance Technicians also assist in the training of Process and Maintenance Technicians in maintenance skills.

15.5 Skills Required

Primary skills and secondary skills which are required for each stream in the Maintenance Department are identified in the Maintenance Technician Career Progression Scheme Skills Manuals.

15.6 Manning

It is anticipated that team manning and structures will evolve over time due to training and to the quantity of maintenance work, which will be carried out on shiftwork by Process Technicians. Reassessment of each team size will be evaluated consistently against the same set of appropriate performance indicators. Team manning can be changed to fully cover maintenance core activity requirements. Teams will be consulted with and have an input to proposed changes prior to any final decision.

15.7 Progression Scheme

15.7.1 A Career Progression Scheme Manual has been produced for each stream in the Maintenance Technician classification structure

There are two ways of moving through the Maintenance Technician progression scheme.

15.7.1.1 By learning additional relevant trade stream skills including Coordinator skills. These are referred to as Primary Skills.

15.7.1.2 By learning additional relevant other skills (eg. other engineering skills, training skills, team skills). These are referred to as Secondary Skills.

15.7.2 There are no restrictions as to which level a Maintenance Technician can reach within the Grading System, up to and including Grade 9, provided they have achieved the required competence. At the Grade 10 level there is a maximum of 2 persons at that classification level per team, provided they have achieved the required competence.

15.7.3 In order to achieve Primary Skills progression and hence move up the grading system, the following steps are taken by the Technician:

15.7.3.1 Provide proof of passing any externally accredited courses eg. Work Cover (WCA) or TAFE.

15.7.3.2 Pass an internally written or verbal test on the skills.

15.7.3.3 Pass a practical test carried out on the relevant plant areas.

15.7.3.4 For positions of Coordinator Level 1 and above a performance appraisal is carried out by the area team. This appraisal will concentrate on the applicants interpersonal and team oriented skills.

A full description of Primary Skills is included in the Progression Scheme Skills Manuals.

Progress through the Primary Skills grades is recorded in the Team Member's Manual.

15.7.4 Progression in Secondary skills is dependent upon the team member obtaining proficiency in secondary skills modules.

Modules can be either internal where the training and assessment is done by Incitec/ORICA, or external where the training and assessment is done by an external body such as TAFE or WorkCover Authority. Each module has a points value allocated to it. This points value is a function of both the number of formal hours of training required to obtain proficiency in the module and the priority or relevance to plant Maintenance.

The Secondary Skills grading is dependent upon the number of module points accumulated by the team member.

Module Descriptors for each of the Secondary Skills that are available to Maintenance Technicians are detailed in the Progression Scheme Skills Manuals.

Skills points for each module are credited to the employee upon the successful completion of that module.

Progress through the Secondary Skills grades is recorded in the Team Member's Manual.

Priority will be given to skills required by the team.

15.8 Remuneration

15.8.1 Apprentices rates do not include overtime nor allowances. These payments are claimed on a monthly timesheet which must be signed by a Coordinator.

15.8.2 Shaded areas on the salary structure are normally inaccessible, with the exception being that team members will be credited with secondary skill points for those skills existing at the time of employment and compulsory secondary skills acquired.

15.9 Work Patterns.

15.9.1 Maintenance Teams work an average 38 hours per week where starting times and finishing times are varied to suit the requirements of their plants. Teams may decide their ordinary working hours between 6.00 am and 6.00 p.m.

15.9.2 Different work patterns have been adopted by Maintenance Teams to allow for the introduction of a compressed working week arrangement, which provides greater flexibility in the "hours of work".

15.9.3 Any unscheduled activities on team "off days" is covered by other team members, then contractors, however the decision to engage contractors will be made in accordance with section 15.9.10 (iv).

15.9.4 Morning tea and lunch breaks are taken when convenient to the team activities and could be staggered to allow continuity of work.

15.9.5 Teams arrange training for their members within the constraints of an approved yearly budget and plant requirements.

15.9.6 Where work requirements result in a temporary maintenance shift roster being introduced for more than one week (i.e. 38 hours), Maintenance Technicians who work the shift roster will be paid shift allowance of 10% of salary for the whole of the period on shift roster provided each Maintenance Technician works not less than one week (i.e. 38 hours) each time.

15.9.7 Plant Coverage

Maintenance teams recognise the need to support continuous plant operations with a viable maintenance service. A guaranteed response system is instituted, with the use of pagers/mobile phones, to ensure the out of hours availability of maintenance personnel.

15.9.7.1 Maintenance Technicians have agreed to provide continuous coverage (i.e. 24 hours per day) to the plant to which they have been allocated.

15.9.7.2 Maintenance teams are area based. They are responsible for ensuring all maintenance work allocated in their area is completed in a timely and effective manner. They are not required to assist teams in other areas under normal operating and maintenance conditions.

15.9.7.3 All Maintenance teams are available if required and by mutual agreements between their respective coordinators and team members to assist teams in other areas (including overtime) for:-

Personnel Safety

Threat to Environment

Specialist Skills that may be required

Plant breakdowns where loss of major production may occur

15.9.8 Meals

Thirty minutes is allowed for an unpaid meal break during the usual spread of hours and ten minutes is allowed as a morning tea break.

Meal and tea breaks are taken at a time determined by the team and may be staggered to suit the needs of the business.

Call-ins before normal starting time which run into ordinary hours, require the provision of a "meal only" ticket.

15.9.9 Monthly Time Sheet

The use of time clocks has ceased, with the teams being responsible for their own time keeping.

With the advent of annualised salaries the teams are responsible for:-

i. Individual time sheet recording.

ii. Specially prepared overall team timesheet for restructuring feedback analysis.

15.9.10 Contractors

Contractors may be used on site to supplement Maintenance teams and also for -

The decision to engage contractors will based according to these guidelines

i. Specialised work on hourly hire where the area team members do not have the skills

ii. Fixed price work where the teams do not have the skills, the numbers, or the time allotted to complete the task

iii. During major shut-downs when large numbers of workers are required to complete many tasks in a prescribed time period.

iv. The company is committed to maintaining a core workforce of permanent employees because of their skills, knowledge and commitment to the organisation. There will always be a requirement to use contractors. eg: plant outages, non-core work etc. The maintenance function makes it difficult to "set" what is an acceptable amount of contractor hours. Area management and Area maintenance engineers, in consultation with team leaders and planners will determine the most appropriate levels of contractor use.

15.10 Leave Arrangements

15.10.1 Annual Leave

15.10.1.1 Maintenance Technicians are entitled to 152 hours Annual leave each year from the anniversary of the date of commencement of their employment.

15.10.1.2 When Annual leave is taken, ordinary hours are deducted from their entitlement for each day taken. A record is required to record the taking of any leave.

15.10.1.3 Annual leave loading of 17.5% is paid to Maintenance Technicians in the December pay each year regardless of when annual leave is actually taken.

15.10.2 Sick Leave

15.10.2.1 Sick leave accumulated balance is frozen as at 9 June, 1992.

15.10.3 Credit Leave

15.10.3.1 Accumulated credit leave may be cashed in at any time on an hour for hour basis.

15.10.3.2 Accumulated credit leave may only be taken as leave if additional costs are not incurred.

15.10.3.3 Accumulated Credit Leave in excess of 150 hours as at the 1st of December each year is paid out at the employee's annual rate in the December pay.

15.10.3.4 Accumulated Credit Leave is paid out at the employee's normal rate upon resignation, retrenchment, retirement or disablement, or paid to the employee's estate upon death in service.

SIGNATORIES AND DECLARATION

The parties to this Agreement declare that it was not entered into under duress

Signed for and on behalf of) _____
Orica Australia Pty Ltd)
Kooragang Island)
27/8/2004

Signed for and on behalf of) _____
Awu Amalgamated Union)
30/8/2004

Signed for and on behalf of) _____
The Electrical Trades Union)
of Australia (NSW Branch)
(Division of CEPU)
1/9/2004

Signed for and on behalf of) _____
Australian Manufacturing)
Workers' Union
06/09/2004

SCHEDULE 1

RATES OF PAY

KOORAGANG ISLAND

CLASSIFICATION STRUCTURES

SCHEDULE 1

INCLUDING 4.0 % INCREASE

SALARY Schedule - 1 April 2004

1. CALL - IN ALLOWANCE (PHONE ALLOWANCE & CA LL - IN PREMIUM)

The call - in allowance shall be $11.65

2. MILEAGE ALLOWANCE

The mileage allowance shall be $0.66 per kilometre.

3. MEAL TICKETS

The value of a Meal Ticket shall be $10.69

4. OPERATIVE DATE

The provisions of Schedule 1 shall become operative from 1 April 2004.

5. SALARIES

DIVISION 1 - AMMONIA

1.1 Ammonia Process Plant

GRADE	SALARY				
	Base	Set A (100 Points or More)	Set B (200 Points or More)	Set C (300 Points or More)	Set D (400 Points or More)
Coordinator Level 3			95,653	98,271	100,888
Coordinator Level 2		82,600	85,218	87,836	90,454
Control Room Operator	71,112	73,731	76,348	78,968	81,585
Process Technician Grade 3	62,871	65,489	68,108	70,724	73,342
Process Technician Grade 2	57,952	60,571			
Process Technician Grade 1	55,896				
Trainee Process Technician	51,840				

1.1.1 Overtime Rate:

The Ordinary Hourly Rate for determining Overtime payments is calculated by dividing the above salaries by 3078.5.

DIVISION 1 - AMMONIUM NITRATES

1.2 Ammonium Nitrates Process Plant

GRADE	SALARY				
	Base	Set A (100 Points or More)	Set B (200 Points or More)	Set C (300 Points or More)	Set D (400 Points or More)
Coordinator Level 3			95,653	98,271	100,888
Coordinator Level 2		82,600	85,218	87,836	90,454
Control Room Operator	71,112	73,731	76,348	78,968	81,585
Process Technician Grade 3	62,871	65,489	68,108	70,724	73,342

Process Technician Grade 2	57,952	60,571			
Process Technician Grade 1	55,896				
Trainee Process Technician	51,840				

1.2.1 Overtime Rate:

The Ordinary Hourly Rate for determining Overtime payments is calculated by dividing the above salaries by 3078.5.

DIVISION 2 - INDUSTRIAL AMMONIA PLANT

2.1 Industrial Ammonia Plant

DIVISION 2 - INDUSTRIAL AMMONIA	
Coordinator Level 2	78,756
Coordinator Level 1	70,656
Plant Technician Senior	60,166
Plant Technician Grade 2	57,437
Plant Technician Grade 2	52,035
Trainee Plant Technician	46,559

2.1.1 Overtime Rate:

The Ordinary Hourly Rate for determining Overtime payments is calculated by dividing the above salaries by 2407.

DIVISION 3 - ENGINEERING

3.1 Maintenance Technician

GRADE	SALARY				
	Base	Set A (100 Points or More)	Set B (200 Points or More)	Set C (300 Points or More)	Set D (400 Points or More)
Maintenance Tech'n Grade 10			88,926	90,624	92,321
Maintenance Tech'n Grade 9		83,972	85,671	87,367	89,064
Maintenance Tech'n Grade 8	77,410	79,107	80,804	82,501	84,198
Maintenance Tech'n Grade 7	75,086	76,783	78,478	80,176	81,872
Maintenance Tech'n Grade 6	68,121	69,817	71,515	73,211	74,908
Maintenance Tech'n Grade 5	65,022	66,720	68,416		
Maintenance Tech'n Grade 4	62,715	64,411			

Maintenance Tech'n Grade 3	60,379	62,077	63,772	65,469	67,166
Maintenance Tech'n Grade 2	54,187				
Maintenance Tech'n Grade 1	48,785				

KOORAGANG ISLAND

CLASSIFICATION STRUCTURES

SCHEDULE 1

INCLUDING 3.5 % INCREASE

SALARY Schedule - 1 April 2005

1. CALL - IN ALLOWANCE (PHONE ALLOWANCE & CALL - IN PREMIUM)

The call - in allowance shall be $12.06

2. MILEAGE ALLOWANCE

The mileage allowance shall be $0.68 per kilometre.

3. MEAL TICKETS

The value of a Meal Ticket shall $10.44.

4. OPERATIVE DATE

The provisions of Schedule 1 shall become operative from 1 APRIL 2005.

5. SALARIES

DIVISION 1 - AMMONIA

1.1 Ammonia Process Plant

GRADE SALARY

	Base	Set A (100 Points or More)	Set B (200 Points or More)	Set C (300 Points or More)	Set D (400 Points or More)
Coordinator Level 3			99,001	101,710	104,419
Coordinator Level 2		85,491	88,201	90,910	93,619
Control Room Operator	73,601	76,311	79,021	81,732	84,400
Process Technician Grade 3	65,072	67,781	70,491	73,200	75,909
Process Technician Grade 2	59,980	62,691			
Process Technician Grade 1	57,852				
Trainee Process Technician	53,654				

1.1.1 Overtime Rate:

The Ordinary Hourly Rate for determining Overtime payments is calculated by dividing the above salaries by 3078.5.

DIVISION 1 - AMMONIUM NITRATES

1.2 Ammonium Nitrates Process Plant

GRADE	SALARY				
	Base	Set A (100 Points or More)	Set B (200 Points or More)	Set C (300 Points or More)	Set D (400 Points or More)
Coordinator Level 3			99,001	101,710	104,419
Coordinator Level 2		85,491	88,201	90,910	93,619
Control Room Operator	73,601	76,311	79,021	81,732	84,400
Process Technician Grade 3	65,072	67,781	70,491	73,200	75,909
Process Technician Grade 2	59,980	62,691			
Process Technician Grade 1	57,852				
Trainee Process Technician	53,654				

1.2.1 Overtime Rate:

The Ordinary Hourly Rate for determining Overtime payments is calculated by dividing the above salaries by 3078.5.

DIVISION 2 - INDUSTRIAL AMMONIA

2.1 Industrial Ammonia Plant

DIVISION 2 - INDUSTRIAL AMMONIA	
Coordinator Level 2	81,513
Coordinator Level 1	73,129
Plant Technician Senior	62,272
Plant Technician Grade 2	59,447
Plant Technician Grade 2	53,857
Trainee Plant Technician	48,188

2.1.1 Overtime Rate:

The Ordinary Hourly Rate for determining Overtime payments is calculated by dividing the above salaries by 2407.

DIVISION 3 - ENGINEERING

3.1 Maintenance Technician

GRADE SALARY

	Base	Set A (100 Points or More)	Set B (200 Points or More)	Set C (300 Points or More)	Set D (400 Points or More)
Maintenance Tech'n Grade 10			92,039	93,795	95,552
Maintenance Tech'n Grade 9		86,911	86,669	90,425	92,181
Maintenance Tech'n Grade 8	80,120	81,875	83,632	85,389	87,145
Maintenance Tech'n Grade 7	77,714	79,471	81,225	82,982	84,737
Maintenance Tech'n Grade 6	70,505	72,261	74,018	75,773	77,530
Maintenance Tech'n Grade 5	62,298	69,055	70,811		
Maintenance Tech'n Grade 4	64,910	66,666			
Maintenance Tech'n Grade 3	62,493	64,249	66,004	67,760	69,517
Maintenance Tech'n Grade 2	56,084				
Maintenance Tech'n Grade 1	50,493				

KOORAGANG ISLAND

CLASSIFICATION STRUCTURES

SCHEDULE 1

INCLUDING 2.0 % INCREASE

SALARY Schedule - 1 January 2006

1. CALL - IN ALLOWANCE (PHONE ALLOWANCE & CALL - IN PREMIUM)

   The call - in allowance shall be $12.30

2. MILEAGE ALLOWANCE

   The mileage allowance shall be $0.69 per kilometre

3. MEAL TICKETS

   The value of a Meal Ticket shall be $10.65

4. OPERATIVE DATE

   The provisions of Schedule 1 shall become operative from 1 JANUARY 2006

5. SALARIES

DIVISION 1 - AMMONIA

1.1 Ammonia Process Plant

GRADE	SALARY				
	Base	Set A (100 Points or More)	Set B (200 Points or More)	Set C (300 Points or More)	Set D (400 Points or More)
Coordinator Level 3			100,981	103,744	106,508
Coordinator Level 2		87,200	89,965	92,728	95,492
Control Room Operator	75,073	77,838	80,601	83,367	86,129
Process Technician Grade 3	66,373	69,137	71,901	74,663	77,427
Process Technician Grade 2	61,180	63,944			
Process Technician Grade 1	59,009				
Trainee Process Technician	54,727				

1.1.1 Overtime Rate:

The Ordinary Hourly Rate for determining Overtime payments is calculated by dividing the above salaries by 3078.5.

DIVISION 2 - INDUSTRIAL AMMONIA

1.2 Ammonium Nitrates Process Plant

DIVISION 2 - INDUSTRIAL AMMONIA	
Coordinator Level 2	83,143
Coordinator Level 1	74,592
Plant Technician Senior	63,517
Plant Technician Grade 2	60,636
Plant Technician Grade 2	54,934
Trainee Plant Technician	49,152

1.2.1 Overtime Rate:

The Ordinary Hourly Rate for determining Overtime payments is calculated by dividing the above salaries by 3078.5.

DIVISION 3 - ENGINEERING

3.1 Maintenance Technician

GRADE SALARY

	Base	Set A (100 Points or More)	Set B (200 Points or More)	Set C (300 Points or More)	Set D (400 Points or More)
Maintenance Tech'n Grade 10			93,879	95,671	97,463
Maintenance Tech'n Grade 9		88,649	90,442	92,233	94,025
Maintenance Tech'n Grade 8	81,722	83,513	85,305	87,096	88,888
Maintenance Tech'n Grade 7	79,268	81,060	82,850	84,641	86,432
Maintenance Tech'n Grade 6	71,915	73,706	75,498	77,289	79,080
Maintenance Tech'n Grade 5	68,644	70,436	72,227		
Maintenance Tech'n Grade 4	66,208	67,999			
Maintenance Tech'n Grade 3	63,742	65,534	67,324	69,116	70,907
Maintenance Tech'n Grade 2	57,205				
Maintenance Tech'n Grade 1	51,503				