

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/119

**TITLE:** Manildra Group of Companies Bomaderry Site Agreement 2006

**I.R.C. NO:** IRC6/1059

**DATE APPROVED/COMMENCEMENT:** 3 March 2006 / 1 January 2006

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA04/150.

**GAZETTAL REFERENCE:** 24 March 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 36

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all Production and Maintenance employees employed by the Manildra Group of Companies, who are engaged in the Company's operations at the Bomaderry site in NSW in accordance with the classification levels in Appendix A, B and C of this agreement, who fall within the coverage of the following awards: Metal, Engineering and Associated Industries (State) Award, Transport Industry - Mixed Enterprises Interim (State) Award, Electricians, &c. (State) Award and the Starch Manufacturers, &c. (State) Award.

**PARTIES:** Manildra Group of Companies -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales

# MANILDRA GROUP OF COMPANIES BOMADERRY SITE AGREEMENT 2006

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## **2. TITLE**

This Agreement shall be known as the Manildra Group of Companies Bomaderry Site Agreement 2006.

## **3. AREA, INCIDENCE AND PARTIES BOUND**

a. Parties to this Agreement are :

- i. Shoalhaven Starches Pty Ltd, Manildra Energy Australia Pty Ltd and Sundyne Pty Ltd (hereinafter referred as the "Company");
- ii. The Australian Workers Union, New South Wales ("AWU");
- iii. The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (NSW Branch) ("AMWU");
- iv. The Electrical Trades Union of Australia, New South Wales Branch ("ETU");
- v. The AWU, the AMWU and the ETU will be collectively referred to as the "Unions".

b. This Agreement shall be binding on the Company, the AWU, the AMWU, the ETU and employees of the Company who are members or eligible to be members of the AWU, the AMWU or the ETU and are employed at the Company's operations at Bomaderry in New South Wales in accordance with the classification levels in Appendix A, Appendix B or Appendix C of this Agreement (the "employees")

## **4. DATE AND PERIOD OF OPERATION**

This Agreement shall take effect from the beginning of the first pay period commencing on or after 1 January 2006 and shall remain in force until 31 December 2008.

## **5. RELATIONSHIP TO PARENT AWARD**

This Agreement rescinds and replaces The Manildra Group of Companies Bomaderry Site Agreement 2003 [EA 04/150] (the "2003 Agreement") approved by the Industrial Relations Commission of New South Wales on 18 December 2003 [IRC 2302 of 2003] and the nominal term of which expired on 31 December 2005.

Were it not for the operation of this Agreement, the terms and conditions of employment of the following awards would apply to the employees:

- \* Metal Engineering and Associated Industries (State) Award
- \* Transport Industry Mixed Enterprises (State) Award
- \* Electricians (State) Award
- \* Starch Manufacturers (State) Award

The Agreement shall be read and interpreted wholly in conjunction with the above Awards, provided that to the extent of any inconsistency between the above Awards and this Agreement, the latter will prevail.

## **6. SINGLE BARGAINING UNIT**

For the purpose of negotiating an enterprise agreement, a single bargaining unit has been established by the parties to this Agreement.

A workplace consultative committee has been established with representation from the Company's senior management and from elected employee representatives.

## **7. AIM OF AGREEMENT**

- 1.1 The aim of this Agreement is to promote real gains in productivity, efficiency, flexibility and co-operation in the workplace. It also aims to facilitate continued progress on restructuring and training initiatives.

- 1.2 The parties recognise that workplace reform is necessary to improve Australia's economic performance generally and that of the Company in particular, through the consultative process.
- 1.3 The parties' objective is to achieve the following:
- i. Simultaneous improvements in all workplace issues such as quality, technology, work organisation, management practice, product delivery and education/training through continuous learning.
  - ii. Reduction of lost time through injury by the promotion of a safer and better working environment.
  - iii. The establishment of closer links with customers and suppliers to ensure all aspects of the service chain are focused on customer needs and improved customer satisfaction through appropriate training.
  - iv. In order to achieve the above it is agreed that the best people must be selected to fill casual and permanent positions.
- b. The parties acknowledge a high level of co-operation between the Company and the employees and agree to the following commitments:
- i. All employees will be required to maintain the cleanliness of the plant for factory hygiene and housekeeping and perform duties according to Good Manufacturing and Food Safety policies and practices. Cleaners and casual employees will clean and service air filters, top of the silos, top floor of the Starch Building, roof and yard, scrubber towers and assist with any abnormal spills and areas where harness or cherry pickers are required.
  - ii. A Site Food Safety Committee will be formed consisting of management and employee representatives to carry out regular plant inspections of not less than once per month to ensure that hygiene and housekeeping meet the agreed food safety standards and policies.
  - iii. All spray dryer activities will be carried out by permanent employees where practicable. Casual employees will only be engaged on the Spray Dryer where necessary and where there is no alternative.
  - iv. Operators will learn duties associated with other areas within the limits of their skill competence and training and will assist in those areas as required and where it is practicable and reasonable to do so. Provided that this paragraph will not be used to promote de-skilling.
  - v. Employees will participate in the Company's training programs in; quality, operations, safety, sanitation and hygiene maintenance relating to the job. If the employee consents the employee may be trained and accredited in overload and circuit breaker re-setting and shall be available to reset overloads and circuit breakers in any area where the employee is trained and competent to do so. There shall be no additional allowance paid to an employee for re-setting overloads and circuit breakers as the parties agree that any such allowance is incorporated in the employee's weekly wage.
  - vi. All new employees will be required to attend the Company's site induction program.
  - vii. Each employee will be required to attend the Company's site induction program at least once in each year of his or her employment.
- c. In addition:
- i. Employees will be trained to and will routinely carry out safety inspections of work areas in regard to such matters as: the identification of safety hazards; placement and operability of fire extinguishers; operability of safety and personal protective equipment.
  - ii. Employees will only be permitted to smoke in designated smoking areas and only during approved meal breaks. Smoking is not permitted in any other areas or at other times. Employees in breach of this paragraph will face disciplinary action which may include dismissal.

- iii. Employees will be required to participate in training in cross skilling in a broader range of skills within the employee's classification levels.
- iv. Employees will co-operate with any reasonable and practicable request to tip tapioca.
- iv. Work performed by casual employees will be reduced by better utilisation of full time employees including requiring full time employees to work between sections.
- v. Any other matters which are intended to reduce costs and improve the performance of the plant will be implemented following discussion between the Company and the employees.
- vi. All new employees engaged after 1 January 2003 are deemed to be members of the Manildra Group Nowra Fire Crew.  
  
They will be trained in the use of all fire safety equipment and techniques. All members of the Fire Crew will be required to undertake training in the use of self contained breathing apparatus and rescue procedures, provided that if on assessment an employee is not suitable for such training, the employee may be trained in other areas of the Fire Crew's operations.  
Upon an alarm, employees who become members of the Fire Crew pursuant to this paragraph, will respond to the alarm and be available to assist other members of the Fire Crew as directed.
- vii. Where employees are required to hold a current Fork Lift Operator's License, the cost of maintaining the currency of the Fork Lift Operator's License or of obtaining a replacement Fork Lift Operator's License will be paid by the employee.

## **8. AGREEMENT TO BE DISPLAYED**

Copies of this Agreement shall be displayed in places readily visible and accessible to all parties covered by this Agreement.

## **9. NO EXTRA CLAIMS**

Apart from commencing negotiations for a new Agreement to replace this Agreement, which will commence no earlier than six months prior to the expiry date of this Agreement, neither the employees or the Unions will, by any means whatsoever make any extra claims relating to benefits, conditions, obligations or other matters whether covered by this Agreement or not.

## **10. CONTRACT OF EMPLOYMENT**

Employment shall be by the week. Any employee not specifically engaged as a casual employee in accordance with Clause 14 shall be deemed to be employed by the week.

## **11. NO DURESS**

This Agreement has not been entered into under duress by any of the Parties.

## **12. HOURS OF WORK**

### **a. Day Work - Ordinary Hours**

- i. For day workers, an average thirty eight hours per week averaged over a period of four weeks shall constitute a week's work, which shall be worked not more than 8 hours per day between 6.00am and 6.00pm Monday to Friday inclusive.
- ii. Day Workers shall receive a rostered day off in accordance with clause 37.1 of this Agreement.
- iii. Starting and finishing times shall be set by mutual agreement between the section manager and the employee(s) concerned, notwithstanding that if agreement cannot be

reached between an individual employee and the Company, reference shall be made to the Dispute Settlement Procedure in clause 28.

- iv. When a day worker is required to perform 12 hour shift relief work, he/she shall be paid 8 hours at single time and 4 hours at double time for each such shift worked.

**b. 12 Hour Shift Work - Ordinary Hours**

- i. The 12 hour shift roster comprises an eight week cycle of twenty eight twelve hour shifts, as detailed below;

- Four weeks of 4 x 12 hour shifts per week;
- Four weeks of 3 x 12 hour shifts per week

- ii. The remuneration to an employee shall be averaged over the eight week cycle so that an employee receives payment of 56 hours per week.

- iii. The average weekly pay is calculated as follows from an eight week cycle:

- Hours at single time  $240 \text{ ordinary hours} / 8 = 30 \text{ hours/week}$ .
- Weekend Hours at double time  $80 \times 2 / 8 = 20 \text{ hours/week}$
- Rostered overtime  $16 \times 2/8 = 4 \text{ hours/week}$
- Single time hours for the two 21st shifts  $16/8 = 2 \text{ hours/week}$ .

- (d) For any approved leave taken by an employee the calculation is as follows:

	<b>DEDUCTION</b>	<b>PAYMENT</b>
• Full week shift cycle	56 hours	38 hours
• Weekday shifts	Single time	Single time
• Weekend shifts	Double time	Single time
• Public Holidays	Double time	Single time

- (e) 12 Hour Shift Workers shall be entitled to a rostered day off in accordance with clause 37.2 of this Agreement.

**c. Shower Time**

- i. Day Work Employees' Shower Time

Day Work Employees shall have 10mins before the normal finishing time for shower time.

- ii. Shift Work Employees' Shower Time

Shift Work Employees are entitled to the same shower entitlements as Day Work Employees but Shift Employees must relieve each other on the job.

**d. Change of Shift Arrangements**

Except in the case of a genuine emergency, an employee shall be given 48 hours notice of a change of shift or a change from day work to shift work or shift work to day work unless the supervisor and the employee concerned agree to a lesser period of notice. This paragraph shall not apply to employees engaged to provide relief.

**13. MEAL BREAKS**

**a. Day Work Employees**

Day Work Employees shall be entitled to a morning tea break of 15 minutes from 9am to 9.15am and a lunch break of 30 minutes from 12 – 12.30pm. Where work priorities take precedence over these allotted times due to matters such as production requirements or safety then the meal breaks entitlements can be taken at other times by mutual agreement with their Supervisor.

**b. Continuous Shift Employee working 12 hour shifts**

A Continuous Shift Employee shall be entitled to a morning tea break of 15 minutes from 9.00am to 9.15am, a lunch break of 20 minutes between 12 noon and 12.30pm and an afternoon tea break of 15 minutes between 3.00pm and 3.15pm. Where work priorities take precedence over these allotted times due to matters such as production requirements or safety then the meal breaks entitlements can be taken at other times by mutual agreement with their Supervisor.

**14. CASUAL EMPLOYMENT**

- a. A casual employee shall mean an employee engaged to work casual work from time to time, for up to thirty eight ordinary hours per week.
- b. A casual employee shall be employed by the hour. A casual operator for working ordinary time shall be paid the hourly rate of an Entry Level Employee rate shown in Appendix A for the work which they perform plus a casual loading of 20 per cent. After three months this shall be calculated on the basis of a Level 1 employee. A casual tradesman for working ordinary time shall be paid the hourly rate of a Level 5 fitter shown in Appendix A plus a casual loading of 20 per cent.
- c. An additional loading of 1/12 of the hourly classified rate will be paid to a casual employee for each hour worked to compensate for payment of annual leave in accordance with the Annual Holidays Act 1944 (as amended).
- d. Casual employees shall be employed as such for no more than three (3) months at any one time, or otherwise by agreement between the parties.
- e. Casual employees who work the immediate day preceding and the immediate day following a public holiday shall be entitled to payment for that public holiday.
- f. The Company and the employee representatives will review current casual positions on a six monthly basis.

**15. USE OF CONTRACTORS**

- a. The parties recognise that the Company engages contract labour from time to time to carry out work that cannot reasonably be performed by the permanent employees.
- b. The parties accept that in engaging contractors, the Company will not affect the job security of the permanent employees.
- c. Prior to commencing work, the contractor and the contractor's employees shall undergo a formal induction course.

**16. TERMINATION OF EMPLOYMENT**

- a. In order to terminate the employment of a permanent employee the employer shall give to the employee the following notice:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks



- b. In addition to the notice in sub clause 16.1 above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- c. Payment in lieu of the notice prescribed in sub clause 16.1 above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- d. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.
- e. The notice of termination required to be given by an employee shall be one week. If an employee fails to give notice the Company shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.
- f. The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

## **17. PAYMENT OF WAGES**

- a. Wages shall be paid weekly on a day fixed by the Company other than a Saturday, a Sunday or a public holiday. Wages shall be paid no later than 5.00pm Thursday.
- b. All wages shall be paid by Electronic Funds Transfer into an account nominated by the employee provided that the account so nominated has the facilities to accept payment by Electronic Funds Transfer.

## **18. SALARY SACRIFICE**

- a. The objective of this clause is to enable employees to make pre-tax contributions to superannuation through a salary sacrifice arrangement. A salary sacrifice arrangement will only be available for superannuation purposes.
- b. An employee may request the Company to make additional contributions into the fund nominated in accordance with clause 26 of this Agreement. These additional contributions are distinct from and in addition to the "Employer contributions" made by the Company in accordance with relevant superannuation guarantee legislation. For the purpose of this clause, these additional contributions will be referred to as "salary sacrifice contributions".
- c. On each occasion the Company makes a salary sacrifice contribution on behalf of an employee, that employee's gross earnings will be reduced by an amount equal to the salary sacrifice contribution. For the purpose of this sub clause "occasion" means the calculation and processing of the normal pay period.
- d. The minimum salary sacrifice contribution that an employee can make is \$20 per week. The maximum salary sacrifice contribution that an employee can make is an amount that, together with the Employer contributions, does not exceed the aged based tax deductibility limits provided by the relevant taxation legislation.
- e. For an employee to elect to make salary sacrifice contributions, the following conditions apply:
  - i. Prior to 1 July each year, the employee is to provide to the Company an election in writing stating the forthcoming financial year (being 1 July to 30 June) and the amount of salary sacrifice contributions the employee wishes to make for that year.
  - ii. An election will only be valid for one financial year. Should an employee wish to continue salary sacrifice contributions, a new election will have to be made prior to 1 July each year for the forthcoming financial year.
  - iii. Once the election for a particular financial year has been made, it cannot be changed during that year. The only exception to this is an employee who goes on workers

compensation. If an employee is on workers compensation, they can elect in writing to reduce their salary sacrifice contributions or make no further salary sacrifice contributions effective from the next pay period. This change is final and cannot be reversed when the employee comes off workers compensation.

- f. For the purpose of determining whether or not an employee has been underpaid in relation to the rate of pay provided by this Agreement and any other industrial instrument that may apply, the amount of any salary sacrifice contributions made by the employee will be deemed to be part of their normal/ordinary wage.
- g. For the purpose of calculating any of the following for an employee, the rate of pay used will be inclusive of any salary sacrifice contributions made by the employee:
  - i. Increase to rates of pay;
  - ii. Redundancy benefit;
  - iii. Annual leave and long service leave entitlements;
  - iv. Annual leave loading; and
  - v. Overtime and shift payments.
- h. In the event that the law governing superannuation and taxation changes in such a way as to make the objective of this clause ineffective, unattainable or illegal, the Company will advise the employees concerned and the salary sacrifice arrangement will be terminated.

## **19. OVERTIME**

### **a. Payment for Working Overtime**

#### Day Workers Hourly Paid

Hours worked in excess of the normal 8 hours per day shall be paid at double time. Hours worked on a Saturday or Sunday shall be paid at double time. Payment for training is defined in Clause 41.

#### Shift Workers Hourly Paid

Hours worked in excess of the normal shift hours as detailed in clause 12 shall be paid at double time

Payment for training is defined in Clause 41

### **b. Requirement to Work Reasonable Overtime**

The Company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement, unless the employee provides a reasonable excuse. Wherever possible, overtime shall be allocated on a fair and equitable basis.

### **c. Annualised salary employees**

Annualised salary employees have an overtime component included in their salary and therefore, these employees do not receive any additional payment for overtime worked.

### **d. Rest Period After Overtime**

- i. Except for the fact that the relief employee does not come on duty overtime work shall wherever reasonably practicable, be so arranged that the employee has at least ten consecutive hours off duty between work of successive days.
- ii. If on the instruction of the Company such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double rates until he/she is released from duty for such period, and he/she shall then be

entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**e. Call Outs**

- i. A Day Work employee recalled to work overtime after leaving the Company's plant shall be paid a minimum of 4 hours work at the appropriate rate.
- ii. If an employee is called out before 4.00am the employee is entitled to an 8 hour break after the work is completed.
- iii. If an employee is called out at or after 4.00am the employee will remain at work until the completion of the employee's normal shift.
- iv. Exceptional circumstances such as multiple call outs or several call outs in succession will be dealt with by the employee and the manager responsible on a one-off basis.
- v. Overtime worked in the circumstances specified in this sub clause shall not be regarded as overtime for the purpose of sub clause 19.4 of this clause.
- vi. This sub clause 19.5 shall not apply to employees undertaking training in accordance with clause 41, Training, of this Agreement.

**f. Crib Time**

Day Workers

An employee working overtime for four hours or more where the overtime merges with completion of the employee's ordinary time for the day shall be allowed a crib time of twenty minutes before commencing overtime and then after each four hours of overtime worked.

**g. Meal Allowance**

An employee required to work overtime for more than one and a half hours without being notified on the previous day or earlier that he will be so required to work shall be paid according to Appendix D for the first meal.

If overtime continues for a further four hours, a meal allowance according to Appendix D shall be payable.

**20. LONG SERVICE LEAVE**

Employees shall be entitled to long service leave in accordance with the Long Service Leave Act 1955. Long Service Leave will be paid at the employee's classified rate plus the weekly General Long Service Leave Allowance in accordance with Appendix D.

**21. SICK LEAVE**

**21.1**

- i. Sick pay is payment at an employee's classified rate of pay plus shift allowance.
- ii. An employee other than a casual employee who is absent from his/her work on account of personal illness or injury, other than that covered by workers' compensation shall be entitled to sick pay, provided that:
- iii. Within 24 hours of the commencement of such absence the employee shall inform the employer of their inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- iv. The employee shall prove to the satisfaction of the Company that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- v. For periods of sick leave of one day or less, employees may claim their sick leave entitlements without the production of a Doctor's Certificate. For periods of greater than one day, a Doctor's Certificate is required prior to payment. If an employee has

had repetitive single day absences his/her attendance at work shall be reviewed by management and the employees union. At the discretion of management he/she may be required to produce a medical certificate for further single day absences.

- vi. All permanent employees shall be entitled to 76 hours of leave per year. No payment shall be made for any absence on sick leave in accordance with this clause during the first three months of employment, notwithstanding that when an employee has three months service the employee shall be entitled to payment for any sick day in accordance with this clause.
- vii. When an employee who works ordinary time on a Saturday or Sunday is sick on one of those days, the employee shall receive single time payment for the number of hours he or she would have worked and shall have an equivalent number of hours deducted from his or her sick leave entitlement. Provided that the employee may elect to receive payment of double time for the number of hours he or she would have worked and have double the number of hours he or she would have normally worked deducted from his or her sick leave entitlement.
- viii. Sick leave with the Company shall accumulate from year to year so that any balance of the period specified in paragraph (f) hereof which in any year has not been allowed to an employee by that employer as paid sick leave may be claimed by the employee in a subsequent year. There shall be no time limit on the accumulation of sick leave.
- ix. A permanent employee covered by this agreement, who has not taken any sick leave in a year commencing 1 December each year shall receive after 1 December of the following year an ex gratia payment calculated in accordance with the following:
  - 1. The employee's hourly classification rate times 38;
  - 2. The weekly shift allowance normally paid to the employee;
  - 3. General Allowance;
  - 4. Supervision Allowance where applicable to the employee;
  - 5. First Aid Allowance where applicable to the employee;
  - 6. Fire Crew Allowance where applicable to the employee.
- x. An employee on an Annualised Salary covered by this agreement, who has not taken any sick leave in the year commencing 1 December each year shall receive after 1 December on the following year an ex gratia payment calculated as 1/52<sup>nd</sup> of the Annualised Salary.
- xi. Part payment
  - 1. A day work employee who has taken one day or less of sick leave in the year commencing 1 December each year shall receive two thirds of the payment referred to at paragraph (h) or (i) as the case may be. A shift work employee who has taken one shift or less of sick leave in the year commencing 1 December each year shall receive two thirds of the payment referred to at paragraph (i) or (j) as the case may be.
  - 2. A day work employee who has taken between 1 and 2 days of sick leave in the year commencing 1 December each year shall receive one third of the payment referred to at paragraph (i) or (j) as the case may be. A shift work employee who has taken between 1 and 2 shifts of sick leave in the year commencing 1 December each year shall receive one third of the payment referred to at paragraph (i) or (j) as the case may be.
  - 3. A day work employee who has taken more than 2 days of sick leave in the year commencing 1 December each year will not receive any payment pursuant to paragraph (i) or (j). A shift work employee who has taken more than 2 shifts of sick leave in the year commencing 1 December each year will not receive any payment pursuant to paragraph (i) or (j).

- xii. Leave taken by an employee from his or her sick leave entitlement for Carers Leave in accordance with clause 22 of this Agreement will be regarded as sick leave for the purposes of calculating the payments referred to in paragraphs (i), (j) and (k) of this sub clause 21.1.

### **21.2 Discretionary Extended Sick Leave**

- (a) An employee employed by the Company on a continuous basis for in excess of 5 years and who suffers an illness or injury that requires him/her to be absent from work for more than 10 consecutive days on which he/she would have otherwise worked may be entitled to up to an additional 40 days sick leave after the employee has used all of his or her accumulated sick leave entitlement. This additional sick leave is referred to in this Agreement as “Discretionary Extended Sick Leave”. Discretionary Extended Sick Leave does not accrue from year to year. Discretionary Extended Sick Leave will only be granted with the approval of the Company.
- (b) To apply for Discretionary Extended Sick Leave, the employee must provide the Company with a certificate from a medical practitioner stating that in his or her opinion, the employee is unable to attend work for more than 10 consecutive days of work on account of personal illness or injury. The Company may require the employee to attend appointments arranged by the Company with other medical practitioners and allow those other medical practitioners to examine the employee and provide a report to the Company on the employee’s condition for the purpose of confirming or otherwise the employee’s medical practitioner’s opinion and the employee’s entitlement to Extended Sick Leave. The Company will meet all travel costs and medical costs associated with appointments with medical practitioners arranged by the Company pursuant to this paragraph.
- (c) If there is any dispute in relation to the Company’s decision to grant an employee Discretionary Extended Sick Leave or not, this will be dealt with in accordance with the disputes procedure set out in clause 28 of this Agreement.
- (d) An employee will not be entitled to Discretionary Extended Sick Leave for any period in respect of which he/she is entitled to workers’ compensation benefits or sick leave he/she has accumulated in accordance with clause 21.1(h) of this Agreement.
- (e) An Employee will not be entitled to use Discretionary Extended Sick Leave for the purposes of taking Carers Leave in accordance with clause 22 of this Agreement
- (f) The entitlement to Discretionary Extended Sick Leave may be given in relation to one or more sick leave incidents each year, however the total period of the Discretionary Extended Sick Leave entitlement shall not exceed 40 days in any one year of the employee’s employment.
- (g) In exceptional cases, and at its discretion, the Company may increase the amount of Discretionary Extended Sick Leave allowed to an employee.
- (h) For each full day that an employee is on Discretionary Extended Sick Leave, he/she will be paid 7.6 hours at his or her base hourly rate exclusive of any payment of overtime, shift allowance or any other allowances that may otherwise be payable to the employee.

## **22. CARERS LEAVE**

### **a. Use of Sick Leave for Carers Leave**

- (a) An employee other than a casual employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this clause, any sick leave entitlement which accrues after 30 August 1996 for absences to provide care and support for such persons when they are ill.

- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this sub clause where another person has taken leave to care for the same person.
- (c) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (d) The entitlement to use sick leave in accordance with this clause is subject to:
  - (i) the employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being either:
    - A. a spouse of the employee; or
    - B. a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - C. a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - D. a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - E. a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
      - 1. "relative" means a person related by blood, marriage or affinity;
      - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
      - 3. "household" means a family group living in the same domestic dwelling.
- (e) An employee may only, for the purpose of this clause, use sick leave accrued from 30 August 1996.

**b. Use of Unpaid Leave for the purpose of Carer's Leave**

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in paragraph (d) of sub clause (22.1) who is ill.

**c. Use of Annual Leave for the purpose of Carer's Leave**

- (a) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this sub clause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

- d. Taking Time Off as Carer's Leave in Lieu of Payment for Overtime**
- i. An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
  - ii. Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
  - iii. If, having elected to take time as leave in accordance with paragraph (a) of this sub clause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
  - iv. Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- e. Make-up Time for Carer's Leave**
- i. An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
  - ii. An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- f. Using Rostered Days Off for the purpose of Carer's Leave**
- i. An employee may elect, with the consent of the employer, to take a rostered day off at any time.
  - ii. An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
  - iii. An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
  - iv. This sub clause is subject to the Company informing each union which is both party to the Agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

## **23. BEREAVEMENT LEAVE**

- a. An employee other than a casual shall be entitled to a maximum of five (5) day's leave at the employees classified rate of pay on each occasion and on production of satisfactory evidence of the death in Australia of a person as prescribed at clause 22(1)(d) Carers Leave of this agreement.
- b. This leave shall not accumulate.

## **24. JURY SERVICE**

- a. An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of the employees attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time that employee would have worked had that employee not been on jury service.

- b. An employee shall notify the Company as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give the Company proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

## **25. WORKERS COMPENSATION**

- a. The Company shall pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the Company pursuant to the Worker's Compensation Act, 1987 as amended.
- b. "Accident pay" means the employee's weekly allowances.
- c. The Company shall pay or cause to be paid accident pay as defined in 25.2 during the incapacity of the employee arising from any illness or injury for a total of 26 weeks whether the incapacity is in one continuous period or not.
- d. An employee shall not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.
- e. In the event that an employee receives a lump sum in redemption of weekly payments under the Workers Compensation Act, 1987, the liability of the Company to pay accident pay as herein provided shall cease from the date of such redemption.

## **26. SUPERANNUATION**

- a. The Company shall make superannuation contributions in accordance with the Superannuation Guarantee Legislation.
- b. **Choice of Funds**  
The parties agree that the employees shall have a choice of three complying funds. For the term of this Agreement these shall be (1) CBA Superannuation Fund (Moderate Growth), (2) Westpac Superannuation Fund (Moderate Growth) or (3) Superannuation Trust Australia (STA). The Company will pay any employer superannuation contributions applicable to an employee into the fund nominated.
- c. **Default Fund**  
In the event that an employee does not choose fund (1) or fund (2) nominated at sub clause 26.2 by 30 June in a year of this Agreement, the Company will continue to pay any employer superannuation contributions applicable to the employee into fund (3), the STA fund.

## **27. DISCIPLINARY PROCEDURE**

- a. Should the attitude or behaviour or performance of an employee be deemed to be unsatisfactory, the employee's immediate supervisor should counsel the employee. Such counselling should be conducted in an informal manner.
- b. In the event that the attitude or behaviour or performance of an employee continues to be unsatisfactory, an oral warning is to be given in the presence of the employee's union delegate. Such oral warning should convey to the employee that continued poor performance could ultimately lead to termination of employment. This is to be recorded in the employee's personnel file.
- c. Should the attitude or behaviour or performance of an employee not improve, such employee shall be given a formal written warning and the employee shall be informed in the presence of the union delegate that another instance of poor attitude, behaviour or performance may lead to termination of employment. The written warning shall be placed in the employee's personnel file.
- d. A further instance of poor attitude or behaviour or performance will provide the Company with grounds for termination. Notice shall be given in accordance with clause 16.



- e. This clause shall not affect the right of the Company to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty, or serious misconduct and in such cases wages shall be payable up to the time of dismissal only.
- f. Nothing in the foregoing procedure shall limit the right of the union to pursue re-instatement in accordance with the Industrial Relations Act 1996.

## **28. DISPUTE SETTLEMENT PROCEDURE**

### **a. General Grievances**

- i. In the first instance, an employee wishing to raise a grievance which directly affects the employee shall raise the matter with his/her immediate supervisor.
- ii. If the issue remains unresolved, it will pass into the formal stages of the grievance or disputes settlement procedure. During the application of this procedure, there will be a genuine commitment by the Union and its members to ensure that work continues as normal.
- iii. Where the employee/s so desire, the union delegate may be involved from the outset.

### **b. Formal Disputes Procedure**

- i. To enable claims, problems and disputes to be progressed while work proceeds normally, the following procedures will apply.
- ii. From time to time a grievance or dispute may occur which threatens good working relations.
- iii. Those involved shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.
- iv. Where practical, responses to stages 1, 2 and 3 should occur within 24 hours.
- v. When a dispute arises it is to be dealt with according to this procedure. While the dispute is being dealt with work shall continue normally. In order to allow for the peaceful resolution of grievances, the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work.

#### Stage 1

Any grievance or disputes which arise will, when possible, be settled by discussion on the job between the employees and the Supervisor.

#### Stage 2

Failing settlement at Stage 1, the grievance will be further discussed between the union delegate/s and Company management.

#### Stage 3

Failing settlement at Stage 2, the Company management representative will be involved in further discussions with the local union organiser.

#### Stage 4

If the matter remains unresolved it shall be referred to the Industrial Relations Commission of New South Wales in accordance with the Industrial Relations Act 1996.

- vi. The right is reserved to the parties to vary the procedures set out in this clause where a genuine occupational health and safety issue is raised.

## 29. WAGE INCREASES

29.1 Employees will receive the following wage increases effective from the dates below. These increases will be made on the employee's hourly wage and on the allowances shown at Appendix D effective at the time of giving of the increases and shall be payable on the first pay period on or after these dates:

1 January 2006	4.00%
1 January 2007	3.50 %
1 January 2008	3.50 %

### 29.2 General allowance

- i. Appendices A, and B of this Agreement note that employees covered by this Agreement receive a General Allowance. The General Allowance is paid in lieu of the employees receiving a laundry allowance and the meat and petrol allowance previously paid to the employees.
- ii. A portion of the General Allowance will be applied to the employee's all purpose rate in accordance with Appendices A and B of this Agreement.
- iii. The all purpose rate will be used to calculate overtime payments shift work loadings, sick leave, long service leave and Carers leave.
- iv. For the purposes of this clause, "all purpose rate" means the employee's hourly rate as shown in Appendices A and B. For the purposes of applying relevant percentages of the General Allowance to the all purpose rate, the General Allowance applying from 1 January 2005 will be used.

## 30. CLASSIFICATIONS

- a. The parties agree that they will conduct a review of the operators and tradesman fitters' classification structures operating at the site with a view to implementing new classification structures which recognise the skills of the employees and meet the needs of the company subject to the following agreed conditions.
  - i. The parties recognise that the Company and the AMWU have signed a Memorandum of Agreement which created a new classification of Level 5 Senior Fitter for Level 5 Fitters who work on shifts other than day shift. The new classification of Level 5 Senior Fitter was created in recognition of the fact that these employees work without being directly supervised by engineering personnel employed by the Company. As the creation of the Level 5 Senior Fitter classification resulted in wage rises for these employees, the Company and the AMWU agree that there will be no other pay rises for Level 5 Fitters other than those provided in clause 29 for the term of this Agreement.
  - ii. The parties recognise that a new classification structure for production personnel was implemented in September 2001. The implementation of that classification structure resulted in pay rises for some employees. The parties agree that for the term of this Agreement there will be no increase in the overall cost of the Company's annual pay roll as a result of the review of the present classification structure or implementation of a new classification structure;
  - iii. Classifications determined for production and maintenance employees are at Appendix E of this Agreement.
- b. Mixed Functions

Where an employee is required to carry out all the duties of a higher classification for one shift or more then they will be paid at the higher classification rate for that shift or shifts.

### 31. HOLIDAYS

- a. For each holiday below an employee shall receive 8 hours pay at the employee's classified rate. Provided however, that if any other day be, by a State Act of Parliament or State Proclamation substituted for any of the said holidays, the day so substituted shall be observed instead.
- New Year's Day
  - Australia Day
  - Good Friday
  - Easter Saturday – The 8 hours Public Holiday pay only applies to employees who work on Easter Saturday. Employees who do not work on Easter Saturday do not receive the 8 hours Public Holiday pay.
  - Easter Monday
  - ANZAC Day
  - Queen's Birthday
  - Labour Day
  - Christmas Day
  - Boxing Day
- b. Where Christmas Day falls on a Saturday, Christmas Day and Boxing Day shall be observed on the following Monday and Tuesday.
- c. Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day.
- d. Provided that when the Company terminates the employment of an employee except for reasons for misconduct or incompetence (proof of which shall lie upon the Company), the Company shall pay the employee a day's ordinary wages for each holiday which falls within 10 consecutive days after the day of termination.
- e. All work performed on any of the holidays prescribed in this clause or substituted in lieu thereof, shall be paid for at the rate of double time. Employees shall also be entitled to 8 hours pay in accordance with sub clause 31.1.
- f. An employee shall be entitled to an additional day per year to be known as the picnic day. This day shall be taken on the first Monday in March.

### 32. ANNUAL LEAVE

- a. Day work employees shall be entitled to 152 hours annual leave.
- b. Twelve (12) hour shift employees shall be entitled to 190 hours annual leave. Where a shift worker is rostered off during a public holiday, that employee shall receive one extra day's annual leave or payment in lieu thereof. This shall not attract annual leave loading in sub clause 32.3.
- c. An employee, upon taking of annual leave, shall be paid at;
- i. a rate equal to the last financial year's (1 July - 30 June) average weekly earnings, excluding annual leave, 'cashed in' leave or other extraordinary payments; or
  - ii. paid in addition to their classified rate a 28% loading;
- Provided that an employee shall be paid at the highest rate above.
- d. Annual leave shall be given and taken in accordance with the Annual Holidays Act 1944 (as amended).
- e. A day work employee who works ordinary hours on Sundays and Public Holidays as part of a continuous roster shall be allowed an additional 38 hours of annual leave, provided the employee works the continuous roster for the entire year. An employee who works on a continuous roster for part of the year and on a non continuous roster for the remainder of the year shall be allowed additional leave calculated as a pro rata of 38 hours on the basis of the proportion of the year spent working the continuous roster to one year .

This sub clause shall not apply to employees who are paid an annualised salary.

### **33. LEAVE RELIEF FOR FITTERS**

Where a fitter is absent for more than one week he or she will be replaced by a contractor or casual if deemed necessary. The decision on whether the replacement is necessary will be made by the leading hand of the section in conjunction with the Maintenance Manager.

### **34. LEAVE WITHOUT PAY**

- a. With the approval of the company, a full time or permanent part - time employee with at least three years of continuous service may elect to take up to three months of leave without pay, subject to the following:
- i. The employee has completed at least three years of continuous service with the Company at the date of applying for the leave;
  - ii. The period of leave shall be one continuous period of no more than three months;
  - iii. The Company retains the right to refuse an application for leave without pay;
  - iv. Leave without pay does not count as service for any purpose of this Agreement;
  - v. Following the period of leave, the employee has the right to return to the job he or she performed prior to taking the leave, or, if his or her previous job no longer exists, a job as close to his or her previous job as is available;
  - vi. Nothing in this clause affects the right of the Company to grant other leave without pay to an employee who has exhausted all other leave entitlements.

### **35. INTRODUCTION OF CHANGE**

- a. **Company's duty to notify**
- i. Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the union to which they belong.
  - ii. 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or reduction of job opportunities, promotion opportunities, job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- b. **Company's duty to discuss change.**
- i. The Company shall discuss with the employees affected and the union to which they belong, the introduction of the changes referred to in sub clause 35.1 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
  - ii. The discussion shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in sub clause 35.1 of this clause.
  - iii. For the purpose of such discussion, the Company shall provide to the employees concerned and the union which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.

## 36. REDUNDANCY

### a. Application

- i. This clause shall apply in respect of full time and part time employees.
- ii. Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on the Company shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- iii. Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

### b. Discussions before terminations

- i. Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing to be done by anyone, and that decision may lead to the termination of employment, the Company shall hold discussion with the employees directly affected and with the union to which they belong.

### c. Termination of Employment

- i. Notice shall be given as per the notice given in Clause 16, Termination of Employment.
- ii. Time off during the notice period.
  1. During the period of notice of termination given by the Company, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
  2. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- iii. Employee leaving during the notice period.

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- iv. Statement of employment.

The Company shall, upon receipt of a request from an employee whose employment has been terminated in accordance with this clause, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- v. Severance Pay.
  1. Where an employee is to be terminated pursuant to this clause, he/she shall be entitled to four weeks pay for each completed year of service. A pro rata entitlement shall be paid for any incomplete year of service. Employees with less than 12 month's service shall be entitled to a pro rata entitlement for that service.
  2. 'Weeks pay' means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay,

overaward payments, shift penalties and allowances provided for in this Agreement.

vi. An employee who is terminated pursuant to this clause shall be paid the value of sick leave accumulated and not taken by him or her prior to 1 February 1993.

vii. Mechanisation and/or Technological Changes.

Where, on account of the introduction or proposed introduction by the Company of mechanisation or technological changes in the industry in which the employee is engaged, the Company terminates the employment of an employee who has at least 12 month's service, the Company shall give the employee three months notice of the termination of his/her employment, plus Severance Pay in accordance with 36.3(e), provided that if the Company fails to give such notice in full;

1. The Company shall pay the employee at the applicable rate of pay applicable under this Agreement for a period of the notice given; and

2. The period of notice required by this clause to be given shall be deemed to be service with the Company for the purpose of the Long Service Leave Act 1955 (as amended), and the Annual Holidays Act 1944 (as amended).

viii. The Company's right to summarily dismiss an employee for malingering, inefficiency, neglect of duty or misconduct shall not be prejudiced by the fact that the employee has been given notice pursuant to this clause of the termination of the employee's employment.

ix. Alternative Employment.

Subject to an application by the Company and further order of the Industrial Relations Commission, the Company may pay a lesser amount (or no amount) of severance pay than that contained above if the Company obtains acceptable alternative employment for an employee.

### **37. ROSTERED DAYS OFF**

#### **a. Day Workers**

- i. The ordinary working hours shall be worked in accordance with Clause 12 as a twenty day working cycle of eight hours, with 0.4 of one hour of each day worked accruing as an entitlement to take one paid day off per monthly cycle as nominated by the Company.
- ii. For day workers and shift workers working 8 hour shifts, It is understood between the parties that 12 rostered days off per year, at 8 hours per day shall be accrued.
- iii. In the case of termination the balance of all such accrued hours shall be paid to the employee.
- iv. The accrued rostered days off prescribed in paragraph 37.1 (a) shall be taken as a paid day off provided that the day may be worked where that is required by the Company and such work is necessary to allow other employees to be employed productively or to carry out maintenance outside ordinary working hours because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project in which case another day shall be substituted for the rostered day off.

#### **b. Shift Workers**

- (a) It is understood between the parties that for employees working 12 hour shifts 8 rostered days off per year, at 12 hours per day shall be accrued.
- (b) In the case of termination the balance of all such accrued hours shall be paid to the employee.

- (c) The accrued rostered days off prescribed in clause 37.2 (a) shall be taken as a paid day off provided that the day may be worked where that is required by the Company and such work is necessary to allow other employees to be employed productively or to carry out maintenance outside ordinary working hours because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project in which case another day shall be substituted for the rostered day off.

1.4 Banking of up to 5 rostered days off is allowed by agreement between the Company and the individual employee.

### **38. FOOTWEAR / PROTECTIVE CLOTHING**

- a. The Company has entered into an arrangement with a clothing provider to provide a clean set of clothes each day for all permanent employees on the site. All employees are required to change their clothes daily and place the soiled clothing in an appropriate receptacle for collection by the laundry providers.
- b. The Company shall provide free of charge to employees the following:

Sloppy Joe	1 per year
Belt	1 per year
Socks	3 pairs per year
Protective Footwear	2 pairs per year
Winter Jacket	1 every second year
- c. Other protective clothing which is not part of normal issue such as gumboots will be supplied on an as required basis and this issue must be authorised by the relevant departmental manager.
- d. The laundering of the sloppy joe, winter jacket, socks and other personal clothing are the responsibility of the employee.
- e. In cases where an individual item of clothing genuinely requires replacement within the replacement time-frame stated above then the employee may apply to the Company for replacement of the item of clothing provided it is a genuine case based on fair wear and tear.
- f. The Company will provide prescription safety glasses as required. The Company will arrange for replacement of the prescription safety glasses if they have been shown to be damaged. The Company reserves the right to choose the supplier of the prescription safety glasses.

### **39. OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

An Occupational Health and Safety Committee has been formed by agreement between the parties, and meets once per month to give guidance to the Company on safety related matters.

### **40. TRADE UNION TRAINING**

Employees elected by the members as union delegates are to be given time off and paid time and expenses where the course is not paid for by the Company up to and including ten (10) days per year for members to attend courses conducted by or authorised by the Union to which they belong. The Company may require proof of attendance at the course from the employee.

### **41. TRAINING**

- a. Except where an employee attends training outside of his or her ordinary hours of work, all training shall be paid at single time at the employee's hourly rate of pay for Day workers and Shift Personnel.

For the purposes of this agreement, training includes on the job training, classroom training on site, external training other than that detailed in sub clause 41.2 below.

Single time training will include, but not be limited to:

- Occupational Health & Safety Training
- Mobile Equipment Training
- Food Safety & Good Manufacturing Training
- Operational Systems Training
- Warehouse Training
- Electrical Systems Training
- Mechanical Systems Training
- Other Maintenance Training
- Quality Training
- Plant Expansion HAZOP studies and other studies associated with proposed expansions
- Environmental Training
- New Plant Commissioning Training, and any other training that the Company wishes employees to undertake to improve operator knowledge and skills, plant efficiency, plant conditions and work practices.

- b. Where an employee is required by the Company to attend training outside of his or her ordinary hours, he or she will be paid at double time for the time spent in the training.
- c. Personnel wishing to further their education utilising TAFE and other tertiary education facilities can request approval from the Company in writing.

Where the Company agrees in writing that such training is of benefit to the Company the employee shall be paid up to 3 hours per week single time for Company approved external training provided that the employee shall also attend a minimum of 3 hours per week unpaid training.

- d. Course fees for training approved under sub clause 41.3 shall be reimbursed up to a maximum of \$1020 per year upon presentation of the employee's course results for the year and the course fee receipt.
- e. Materials and textbooks shall be paid for by the employee.
- f. Apprentices will be released for training as required by the appropriate training institution and by agreement with the Company.

#### **42. MEETINGS**

An employee attending Company organised meetings outside their rostered hours shall be paid at double time including Union Meetings.

#### **43. ANNUALISED SALARY - TRADESMAN ELECTRICIAN**

- a. An employee engaged as a tradesman electrician will be paid an annualised salary. Therefore Clause 12, Hours of Work, Clause 19 Overtime, Clause 31(e) payment for work on a public holiday, and 32(c) Annual Leave Loading, shall not apply. This paragraph may also apply to the storemen positions.
- b. The company, together with the electricians and the ETU have calculated the average overtime worked by electricians to be six (6) hours per week. This calculation of overtime, together with payment for annual leave and annual leave loading, and payments for meal allowances, have been factored into an annualised salary.
- c. The annualised salary will be divided by 52, and paid on a weekly basis to employees at this classification. All approved leave will be taken at this higher rate, and superannuation will be payable at this rate also.
- d. Work will be performed to meet the requirements of the Company to maintain a reliable operation as currently is the case.



- e. The implementation of the above remuneration package will not affect the employee's rights to rostered days off, in accordance with clause 37, Rostered Days Off.
- f. The annualised salary includes payment for all applicable allowances in accordance with Appendix D, albeit where an employee is entitled to a first aid and /or firecrew allowance, that payment will be made in addition to the annualised salary. When an employee is on Long Service Leave in accordance with Clause 20, they will not be entitled to the General (Long Service Leave) Allowance.

#### **44. ANNUALISED SALARY - TRUCK DRIVER**

- a. An employee engaged as a Truck Driver will be paid an annualised salary. Therefore Clause 12, Hours of Work, Clause 19 Overtime, Clause 31(e) payment for work on a public holiday, and clause 32(b) Annual Leave Loading, shall not apply.
- b. The Company, together with the truck driver has calculated the average overtime, necessary to meet the organisation's requirements. This calculation of overtime, together with payment for annual leave and annual leave loading, and payments for meal allowances, has been factored into an annualised salary.
- c. The annualised salary will be divided by 52, and paid on a weekly basis to employees at this classification. All approved leave will be taken at this higher rate, and superannuation will be payable at this rate also.
- d. Work will be performed to meet the requirements of the Company to maintain a reliable operation as currently is the case.
- e. The implementation of the above remuneration package will not affect the employee's rights to rostered days off, in accordance with clause 37, Rostered Days Off.
- f. The annualised salary includes payment for all applicable allowances in accordance with Appendix D. When an employee is on Long Service Leave in accordance with Clause 20, they will not be entitled to the General (Long Service Leave) Allowance.

#### **45. ANTI DISCRIMINATION**

- a. 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, age and carers responsibility.
  - (a) 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.
  - (b) 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.
  - (c) Nothing in this clause is to be taken to affect:
    - (i) any conduct or act which is specifically exempted from anti-discrimination legislation.
    - (ii) offering or providing junior rates of pay to persons under 21 years of age.
    - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977.
    - (iv) a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

- (d) 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.

**NOTES**

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (iii) Section 56(d) of the Anti-Discrimination Act 1977 provides:  
 “Nothing in the Act affects any other act or practice of a body established to propagate religion that confirms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.

**46. EQUAL EMPLOYMENT OPPORTUNITY**

- a. The Company is committed to equal employment opportunity and aims to provide a work environment where employees are treated fairly and with respect. Employees are required to comply with the Company’s EEO Policy, which prohibits unlawful harassment and discrimination.
- b. If an Employee feels they have suffered discrimination or harassment, he or she should raise the issue in accordance with the Complaint Handling Procedure contained in the Company’s EEO Policy

**Appendix A**

**38 Hr Week Employee Hourly Wage Details**

<b>4.00% Increase From 01/01/06</b>		Allowances per week					
Level	Hourly Rate	Shift	General	Supervisors	Tool	Weekly	Annualised
<b><u>Operators</u></b>							
Entry Level – 3 month trial position	16.0832	30.56	44.45	-	-	686	35,681
1	16.9326	32.17	92.42	-	-	768	39,937
2	18.6242	35.39	92.42	-	-	836	43,448
3	18.7884	35.70	92.42	-	-	842	43,788
4	18.9251	35.96	92.42	-	-	848	44,072
4 Supervisor	18.9251	35.96	92.42	40.94	-	888	46,201
5	19.7938	37.61	92.42	-	-	882	45,874
5 1/2 Supervisor	19.7938	37.61	92.42	20.48	-	903	46,939
5 Supervisor	19.7938	37.61	92.42	40.94	-	923	48,003
5 Senior Supervisor	19.7938	37.61	92.42	64.34	-	947	49,220
Entry Level Casual	20.9082						
Casual	22.0124						

Level	Hourly Rate	Allowances per week				Weekly	Annualised
		Shift	General	Calls	Tool		
<b><u>Fitters</u></b>							
3	19.2426	36.56	92.42	-	11.00	871	45,302
4	20.2058	38.39	92.42	-	11.00	910	47,301
5	21.1674	40.22	92.42	-	11.00	948	49,296
5 Leading Hand	23.2797	44.23	92.42	36.54	11.00	1,069	55,579
6	22.1292	42.05	92.42	-	11.00	986	51,292
6 Leading Hand	24.2415	46.06	92.42	36.54	11.00	1,107	57,574
7	24.0542	45.70	92.42	-	11.00	1,063	55,285
7 Leading Hand	26.1663	49.72	92.42	36.54	11.00	1,184	61,568
8	25.0171	47.53	92.42	-	11.00	1,102	57,283
8 Leading Hand	27.1291	51.55	92.42	36.54	11.00	1,222	63,566
9	25.9789	49.36	92.42	-	11.00	1,140	59,279
9 Leading Hand	28.0909	53.37	92.42	36.54	11.00	1,261	65,561
10	27.9024	53.01	92.42	-	11.00	1,217	63,270
10 Leading Hand	30.4440	57.84	92.42	36.54	11.00	1,355	70,443
Casual Tradesman	27.5176						

### 38 Hr Week Employee Hourly Wage Details

3.50% Increase From 01/01/07		Allowances per week				Weekly	Annualised
Level	Hourly Rate	Shift	General	Supervisors	Tool		
<b><u>Operators</u></b>							
Entry Level – 3 month trial position	16.8882	32.09	36.81	-	-	711	36,954
1	18.0286	34.25	76.52	-	-	796	41,385
2	19.7794	37.58	76.52	-	-	866	45,017
3	19.9494	37.90	76.52	-	-	872	45,370
4	20.0909	38.17	76.52	-	-	878	45,663
4 Supervisor	20.0909	38.17	76.52	42.37	-	921	47,867
5	20.9900	39.88	76.52	-	-	914	47,529
5 1/2 Supervisor	20.9900	39.88	76.52	21.20	-	935	48,631
5 Supervisor	20.9900	39.88	76.52	42.37	-	956	49,732
5 Senior Supervisor	20.9900	39.88	76.52	66.59	-	981	50,992
Entry Level Casual	21.6400						
Casual	22.7828						

Level	Hourly Rate	Allowances per week				Weekly	Annualised
		Shift	General	Calls	Tool		
<b><u>Fitters</u></b>							
3	20.4195	38.80	76.52	-	11.39	903	46,938
4	21.4164	40.69	76.52	-	11.39	942	49,006
5	22.4117	42.58	76.52	-	11.39	982	51,071
5 Leading Hand	24.5979	46.74	76.52	37.82	11.39	1,107	57,574
6	23.4071	44.47	76.52	-	11.39	1,022	53,136
6 Leading Hand	25.5934	48.63	76.52	37.82	11.39	1,147	59,639
7	25.3995	48.26	76.52	-	11.39	1,101	57,270
7 Leading Hand	27.5855	52.41	76.52	37.82	11.39	1,226	63,772
8	26.3961	50.15	76.52	-	11.39	1,141	59,338
8 Leading Hand	28.5820	54.31	76.52	37.82	11.39	1,266	65,840
9	27.3916	52.04	76.52	-	11.39	1,181	61,403
9 Leading Hand	29.5775	56.20	76.52	37.82	11.39	1,306	67,906
10	29.3824	55.83	76.52	-	11.39	1,260	65,534
10 Leading Hand	32.0129	60.82	76.52	37.82	11.39	1,403	72,958
Casual Tradesman	28.4807						

### 38 Hr Week Employee Hourly Wage Details

<b>3.50% Increase From 01/01/08</b>		Allowances per week				Weekly	Annualised
Level	Hourly Rate	Shift	General	Supervisors	Tool		
<b><u>Operator Levels</u></b>							
Entry Level – 3 month trial position	17.7298	33.69	28.58	-	-	736	38,272
1	19.1807	36.44	59.40	-	-	825	42,885
2	20.9928	39.89	59.40	-	-	897	46,645
3	21.1687	40.22	59.40	-	-	904	47,010
4	21.3152	40.50	59.40	-	-	910	47,314
4 Supervisor	21.3152	40.50	59.40	43.85	-	954	49,594
5	22.2458	42.27	59.40	-	-	947	49,245
5 1/2 Supervisor	22.2458	42.27	59.40	21.94	-	969	50,385
5 Supervisor	22.2458	42.27	59.40	43.85	-	991	51,525
5 Senior Supervisor	22.2458	42.27	59.40	68.92	-	1,016	52,828
Entry Level Casual	22.3974						
Casual	23.5802						

Level	Hourly Rate	Allowances per week				Weekly	Annualised
		Shift	General	Calls	Tool		
<b><u>Fitter Levels</u></b>							
3	21.6553	41.15	59.40	-	11.79	935	48,633
4	22.6871	43.11	59.40	-	11.79	976	50,773
5	23.7172	45.06	59.40	-	11.79	1,018	52,910
5 Leading Hand	25.9799	49.36	59.40	39.14	11.79	1,147	59,640
6	24.7474	47.02	59.40	-	11.79	1,059	55,048
6 Leading Hand	27.0103	51.32	59.40	39.14	11.79	1,188	61,778
7	26.8096	50.94	59.40	-	11.79	1,141	59,327
7 Leading Hand	29.0721	55.24	59.40	39.14	11.79	1,270	66,056
8	27.8411	52.90	59.40	-	11.79	1,182	61,467
8 Leading Hand	30.1035	57.20	59.40	39.14	11.79	1,311	68,196
9	28.8714	54.86	59.40	-	11.79	1,223	63,604
9 Leading Hand	31.1338	59.15	59.40	39.14	11.79	1,353	70,333
10	30.9319	58.77	59.40	-	11.79	1,305	67,879
10 Leading Hand	33.6545	63.94	59.40	39.14	11.79	1,453	75,563
Casual Tradesman	29.4775						

**Appendix B**

**12 Hr Shift Employee Hourly Wage Details**

<b>4.00% Increase From 01/01/06</b>		Allowances per week				Weekly	Annualised
Level	Hourly Rate	Shift	General	Supervisors	Tool		
<b><u>Operators</u></b>							
Entry Level – 3 month trial position	16.0832	122.23	44.45	-	-	1,035	53,829
1	16.9326	128.69	92.42	-	-	1,135	59,044
2	18.6242	141.54	92.42	-	-	1,240	64,463
3	18.7884	142.79	92.42	-	-	1,250	64,989
4	18.9251	143.83	92.42	-	-	1,258	65,427
4 Supervisor	18.9251	143.83	92.42	40.94	-	1,299	67,556
5	19.7938	150.43	92.42	-	-	1,312	68,209
5 1/2 Supervisor	19.7938	150.43	92.42	20.48	-	1,332	69,274
5 Supervisor	19.7938	150.43	92.42	40.94	-	1,353	70,338
5 Senior Supervisor	19.7938	150.43	92.42	64.34	-	1,376	71,555
Entry Level Casual	20.9082	122.23					
Casual	22.0124	128.69					

Level	Hourly Rate	Allowances per week				Weekly	Annualised
		Shift	General	Calls	Tool		
<b><u>Fitters</u></b>							
3	19.9518	151.63	92.42		11.00	1,332	69,287
4	20.9150	158.95	92.42		11.00	1,392	72,373
5	21.8766	166.26	92.42		11.00	1,451	75,453
5 Leading Hand	23.9888	182.31	92.42		11.00	1,581	82,219
6	22.8384	173.57	92.42		11.00	1,510	78,534
6 Leading Hand	24.9506	189.62	92.42		11.00	1,640	85,299
7	24.7633	188.20	92.42		11.00	1,629	84,700
7 Leading Hand	26.8755	204.25	92.42		11.00	1,759	91,465
8	25.7263	195.52	92.42		11.00	1,688	87,784
8 Leading Hand	27.8383	211.57	92.42		11.00	1,818	94,549
9	26.6881	202.83	92.42		11.00	1,747	90,865
9 Leading Hand	28.8001	218.88	92.42		11.00	1,878	97,630
10	28.6115	217.45	92.42		11.00	1,866	97,026
10 Leading Hand	31.1532	236.76	92.42		11.00	2,022	105,168

**12 Hr Shift Employee Hourly Wage Details**

<b>3.50% Increase From 01/01/07</b>		Allowances per week				Weekly	Annualised
Level	Hourly Rate	Shift	General	Supervisors	Tool		
<b><u>Operators</u></b>							
Entry Level – 3 month trial position	16.8882	128.35	32.39	-	-	1,073	55,781
1	18.0286	137.02	67.34	-	-	1,178	61,251
2	19.7794	150.32	67.34	-	-	1,286	66,859
3	19.9494	151.62	67.34	-	-	1,296	67,404
4	20.0909	152.69	67.34	-	-	1,305	67,857
4 Supervisor	20.0909	152.69	67.34	42.37	-	1,347	70,060
5	20.9900	159.52	67.34	-	-	1,360	70,736
5 1/2 Supervisor	20.9900	159.52	67.34	21.20	-	1,382	71,839
5 Supervisor	20.9900	159.52	67.34	42.37	-	1,403	72,940
5 Senior Supervisor	20.9900	159.52	67.34	66.59	-	1,427	74,199
Entry Level Casual	21.6400	128.35	-				
Casual	22.7828	137.02	-				

Level	Hourly Rate	Allowances per week				Weekly	Annualised
		Shift	General	Calls	Tool		
<b><u>Fitters</u></b>							
3	21.1535	160.77	67.34		11.39	1,382	71,853
4	22.1504	168.34	67.34		11.39	1,443	75,046
5	23.1457	175.91	67.34		11.39	1,505	78,234
5 Leading Hand	25.3318	192.52	67.34		11.39	1,639	85,236
6	24.1411	183.47	67.34		11.39	1,566	81,422
6 Leading Hand	26.3273	200.09	67.34		11.39	1,700	88,425
7	26.1334	198.61	67.34		11.39	1,689	87,804
7 Leading Hand	28.3195	215.23	67.34		11.39	1,823	94,807
8	27.1301	206.19	67.34		11.39	1,750	90,997
8 Leading Hand	29.3160	222.80	67.34		11.39	1,885	97,999
9	28.1256	213.75	67.34		11.39	1,811	94,185
9 Leading Hand	30.3115	230.37	67.34		11.39	1,946	101,188
10	30.1163	228.88	67.34		11.39	1,934	100,562
10 Leading Hand	32.7470	248.88	67.34		11.39	2,096	108,989

### 12 Hr Shift Employee Hourly Wage Details

<b>3.50% Increase From 01/01/08</b>		Allowances per week				Weekly	Annualised
Level	Hourly Rate	Shift	General	Supervisors	Tool		
<b><u>Operators</u></b>							
Entry Level – 3 month trial position	17.7298	134.75	19.44	-	-	1,112	57,803
1	19.1807	145.77	40.38	-	-	1,222	63,539
2	20.9928	159.55	40.38	-	-	1,334	69,344
3	21.1687	160.88	40.38	-	-	1,344	69,907
4	21.3152	162.00	40.38	-	-	1,353	70,377
4 Supervisor	21.3152	162.00	40.38	43.85	-	1,397	72,657
5	22.2458	169.07	40.38	-	-	1,411	73,358
5 1/2 Supervisor	22.2458	169.07	40.38	21.94	-	1,433	74,498
5 Supervisor	22.2458	169.07	40.38	43.85	-	1,455	75,638
5 Senior Supervisor	22.2458	169.07	40.38	68.92	-	1,480	76,941
Entry Level Casual	22.3974	134.75	-				

Casual	23.5802	145.77	-				
		Allowances per week					
Level	Hourly Rate	Shift	General	Calls	Tool	Weekly	Annualised
<b><u>Fitters</u></b>							
3	22.4150	170.35	40.38		11.79	1,433	74,512
4	23.4468	178.20	40.38		11.79	1,496	77,818
5	24.4769	186.02	40.38		11.79	1,560	81,117
5 Leading Hand	26.7395	203.22	40.38		11.79	1,699	88,365
6	25.5071	193.85	40.38		11.79	1,623	84,417
6 Leading Hand	27.7699	211.05	40.38		11.79	1,763	91,665
7	27.5692	209.53	40.38		11.79	1,750	91,023
7 Leading Hand	29.8318	226.72	40.38		11.79	1,890	98,270
8	28.6008	217.37	40.38		11.79	1,814	94,327
8 Leading Hand	30.8632	234.56	40.38		11.79	1,953	101,574
9	29.6311	225.20	40.38		11.79	1,877	97,627
9 Leading Hand	31.8935	242.39	40.38		11.79	2,017	104,874
10	31.6915	240.86	40.38		11.79	2,004	104,227
10 Leading Hand	34.4142	261.55	40.38		11.79	2,172	112,948

### Appendix C

#### Annualised Wage Electricians

Electricians -	4.00% increase from 1/01/2006	3.50% increase from 1/01/2007	3.50% increase from 1/01/2008
Level 3	61,494	63,646	65,874
Level 4	64,569	66,828	69,167
Level 5	67,644	70,011	72,461
Level 6	70,719	73,194	75,756
Level 6 Leading Hand	75,544	78,188	80,925
Level 7	76,869	79,559	82,344
Level 7 Leading Hand	82,126	85,000	87,975
Level 8	79,944	82,742	85,638
Level 8 Leading Hand	85,881	88,887	91,998
Level 9	83,017	85,923	88,930
Level 9 Leading Hand	89,183	92,304	95,535
Level 10	89,166	92,287	95,517
Level 10 Leading Hand	95,788	99,140	102,610



## Other Allowances Payable

	<b>4.00 % increase from 1/01/2006</b>	<b>3.50 % increase from 1/01/2007</b>	<b>3.50 % increase from 1/01/2008</b>
First Aid (per week)	9.71	10.05	10.40
Fire crew (per week)	9.71	10.05	10.40
LSL Allowance	47.96	49.64	51.38
First Tea Money	11.70	12.11	12.53
Second Tea Money	9.36	9.69	10.03

## MAINTENANCE CLASSIFICATION LEVELS

ElectriciansAssessment Frequency -

Electricians may be assessed on request twice per year by the section manager. The assessment periods are February and August.

Level Progression –

Electricians can progress from one level to the next if they have met the level criteria, demonstrated a work history of the skills and qualifications required and the progression suits the needs of the business.

On Going Review -

The skills required for each level may change to reflect changes in technology, maintenance requirements and business needs. This will be done in consultation with the electrical staff.

Assessment Criteria -

Level 3:

Relevant trade certificate

Level 4:

- i) Understanding of S.A.A. wiring rules
- ii) Read motor control drawing
- iii) Follow stop/start circuit
- iv) Connect/Disconnect motors
- v) Basic High voltage switching.

Level 5:

- i) Understanding of motor starters that is D.O.L., Resistance, Star/Delta, Auto Transformer, VSD and Soft starters.
- ii) Understanding of various control devices that is level, pressure and flow switches.
- iii) Basic computer skills.
- iv) Follow manual to set-up instruments such as pH meter, the Probe and record parameters.
- v) High voltage switching and issuing of access permits using single line diagrams.
- vi) PLC fault finding using I/O leds with drawing, also able to go on-line, search and force on Hitachi and G.E. Plc's. Identify PLC cards. Look up plc fault tables.
- vii) Understanding of Plantscape control system.
- viii) Understand complicated control circuits, high speed packing equipment.

Level 6:

- i) Basic PID tuning by changing valves in Hitachi, G.E. plc and other controllers.
- ii) Understanding of instruments such as pressure, level, temperature, flow and pH. Loop resistance check and 4 to 20 ma check.
- iii) Enhanced computer skills such as BIOS set-up, understanding of programs such as Word, Excel, Access, Autocad and Mainpac.
- iv) Basic communication network skills using ping, echo and other maintenance commands.
- v) PLC faultfinding using status tables and identify faulty plc cards and change using correct methods. Some simple PLC program changes.
- vi) Work on High Voltage Equipment.
- vii) Eight modules completed of the Electrical Associate Diploma or equivalent.

Level 7:

- i) PID tuning and process control.
- ii) Instrument configuration including calibration and re-ranging.
- iii) PLC configuration changes and card set-up. Understanding of all PLC's on site. Editing of PLC program.
- iv) Understanding of Plantscape including Hardware build, display build, point build and terminal server set-up.
- v) Leadership role including understanding of OH&S, EPA, HV and FIRE SYSTEM statutory requirements.
- vi) Sixteen modules completed of the Electrical Associate Diploma or equivalent.

Level 8:

- i) Able to understand and maintain complex process control such as cascade, ratio control, feed forward etc.
- ii) Enhanced understanding of Plantscape including building channels, rtu's, new points, modifying graphics and reports. Support all system maintenance requirements.
- iii) Able to understand advanced PLC code including matrices and subroutines etc. and modify.
- iv) Maintain all documentation on site, such as AutoCAD drawings, Excel and Word documents.
- v) Enhanced understanding of process and instrumentation on site including maintenance and application.
- vi) Leadership role including understanding of OH&S,EPA,HV and FIRE SYSTEM statutory requirements and commitment to production targets.
- vii) Completed the Electrical Associate Diploma or equivalent.
- viii) At least two years experience in the above.

Level 9:

- i) Understanding of process with emphases on process improvements, costing and implement as required.
- ii) Analytical trouble shooting skills with cross trade ability.
- iii) Maintenance management skills - Inspections and tasks
  - Parts risk analysis
  - Planning
  - Stores System
- iv) Manage site standards for electrical and instrumentation work.
- iv) Manage minor projects including concept, P&IDs, Budget and Work Supervision.
- v) Leadership role including understanding of OH&S, EPA, HV and FIRE SYSTEM statutory requirements and demonstrated commitment to production targets.
- vi) Commitment to and implementation of safety practices including JSA's and procedures.
- vii) Completed the Electrical Associate Diploma or equivalent.
- viii) At least three years experience in the above.

Level 10:

- i) Leadership role including understanding of OH&S, EPA, HV and FIRE SYSTEM statutory requirements and demonstrated commitment to company and production targets.
- ii) Understanding of process with emphases on process improvements, costing and implement as required

- iii) Manage Large Projects including Concept, P&IDs, Budget and Work Supervision of various disciplines.
- iv) Overall understanding of electrical plant and control philosophy.
- v) Completed the Electrical Associate Diploma or equivalent.
- vi) At least five years experience in the above.

Note: Supervisory maintenance skills are at present paid as a separate allowance.

TAFE:

PLC Certificate Course	- 2866
Industrial Electronics Course	- 2867
Diploma Electrical Course	- 6774
Advanced Diploma Electrical Course	- 6782

**Fitters**

Classification Philosophy -

The idea is to pay people fairly for their skills that they are using, consistent with business needs. There will be consistency of approach to ensure equity between our people.

Assessment Frequency

Fitters may be assessed on request twice per year by the Maintenance Manager. The assessment periods are February and August.

Level Progression –

Fitters can progress from one level to the next if they meet the criteria shown on the matrix and the progression suits the needs of the business.

On Going Review -

The skills required for each level may change to reflect changes in technology, maintenance requirements and business needs.

Assessment Criteria -

Each skill will have a standard assessment that suits the business needs of the Company . This will range from having a ticket to skills tailored to local needs. Once the assessment technique is set for a given skill we intend to keep it the same.

Assessment Points Required -

- Level 5: 24 A or B
- Level 6: 36 A or B with a maximum of 24 A
- Level 7: 48 A or B with a maximum of 24 A
- Level 8: 44 A or B + 16 Core band 2 with a maximum 24 A

Assessment Matrix –

Skill	Points
<b>A Points</b>	
10.6A – Install Machinery	4
11.1A – Erect Scaffolding	4
11.4A – Rigging	4
11.7A – Inventory Procedures	4
11.16A – Order Materials	2
11.15A – Manage Inv System	6
11.18A – Stock Receival System	6
9.1A – Interpret Sketches	2
9.2A – Interpret Tech Drawing	4
9.3 A – Basic Eng Drawing	8
9.5 A – Basic Eng Detail Drafting	8

9.11A – Basic Eng Design Concepts	6
5.20A – Advanced GTAW	6
5.21A – Oxy Welding	4
5.28A – MMAW Low Carbon Pipe, Cert 2	2
5.30A – MMAW Alloy Pipe Cert 4	4
5.32A – GTAW MMAW Alloy Cert 5	2
5.33A – GTAW Pipe, Cert 7	2
7.5A – General Machining	8
18.8A – Balance Equipment	2
18.49A – Connect/Disconnect, Rel	3
18.18A – Maintain Pneumatic Systems	4
18.20A – Maintain Hydraulic Systems	4
<b>AB Points</b>	
17.1AB – Workplace Training	2
17.2AB – Workplace Assessment	2
18.19AB – Repair Pneumatic Systems	4
18.21AB – Repair Hydraulic Systems	4
18.22AB – Maintain Fluid Power Controls	8
<b>B Points</b>	
18.16B – Analyse & Monitor Plant	4
18.17B – Modify Mech. Systems & Equip	8
M1B – Organise Materials	8
M2B – Maintenance Planning	8

## **OPERATOR CLASSIFICATION LEVELS**

### **GENERAL**

#### Level Progression –

All new employees start at Entry Level 1. This is a trial position for 3 months.

After 3 months a Level 1 Operator may progress to Level 2 provided the operator has acquired the skills required of a Level 2 Operator.

A Level 2 Operator may progress to Level 3 provided the operator has acquired the skills required of a Level 3 Operator.

All Level 4 and Level 5 operator positions (including Level 4 and level 5 Supervisor positions) across the site will be by appointment only.

The Company, at its sole discretion, may appoint an operator to a Level 4 or Level 5 Operator position provided the operator has acquired the skills required of a Level 4 or Level 5 Operator and provided further that there is a vacancy for such a position.

A Level 4 Operator must be capable of performing the duties of a Level 5 Operator in the absence of the Level 5 Operator.

A Level 5 Operator must be capable of operating the entire plant to which he or she is assigned and of performing the duties of the manager of that plant in the manager's absence.

#### Assessment Panel -

All skills assessments will be by a panel consisting of the Section Manager, one other Manager, a Level 5 person in the section and one trained workplace assessor.

Signed for and on behalf of Shoalhaven Starches Pty Ltd, Manildra Energy Australia Pty Limited and Sundryne Pty Limited

\_\_\_\_\_  
Mr Brian Hanley  
General Manager

\_\_\_\_\_  
Date

Signed for and on behalf of The Australian Workers Union, New South Wales;

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Union Delegate

\_\_\_\_\_  
Date

Signed for and on behalf of The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (NSW Branch)

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Union Delegate

\_\_\_\_\_  
Date

Signed for and on behalf of The Electrical Trades Union of Australia, New South Wales Branch

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Union Delegate

\_\_\_\_\_  
Date