

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/31

**TITLE: Koppers Carbon Material and Chemicals Pty Limited 2005
Enterprise Agreement**

I.R.C. NO: IRC5/5410

DATE APPROVED/COMMENCEMENT: 27 October 2005 / 28 April 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/45.

GAZETTAL REFERENCE: 3 February 2006

DATE TERMINATED:

NUMBER OF PAGES: 53

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Koppers Carbon Materials and Chemicals Pty Limited, covered by the classifications outline in clause 10 of this agreement, located at Woodstock Street, Mayfield West NSW 2304, who fall within the coverage of the Electricians &c. (State) Award, Transport Industry - Mixed Enterprises Interim (State) Award, and the Metal, Engineering and Associated Industries (State) Award.

PARTIES: Koppers Carbon Materials & Chemicals Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/32

TITLE: **Hanson Country Batch Plant Operators (Batchers)
Enterprise Agreement 2005**

I.R.C. NO: IRC5/6560

DATE APPROVED/COMMENCEMENT: 23 January 2006 / 1 May 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 3 February 2006

DATE TERMINATED:

NUMBER OF PAGES:

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Hanson Construction Materials Pty Ltd, located at Level 5, 75 George St, Parramatta NSW 2150, employed in country batch plants in NSW (outside Sydney Metropolitan area as defined) and whose classifications are contained in Clause 6 of this agreement, who fall within the coverage of the Central Batch Plant (State) Award.

PARTIES: Hanson Construction Materials Pty Ltd -&- The Australian Workers' Union, New South Wales

KOPPERS CARBON MATERIALS & CHEMICALS PTY LTD 2005 ENTERPRISE AGREEMENT

1. TITLE

1.1 This Agreement is known as the Koppers Carbon Materials & Chemicals Pty Ltd 2005 Enterprise Agreement.

1.2 It is the intention of the parties that this Agreement be registered as an Enterprise Agreement under Part 2 of Chapter 2 of the Industrial Relations Act 1996.

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3. DEFINITIONS

In this Agreement:

'Act' means the Industrial Relations Act 1996

'Koppers' and 'Company' means Koppers Carbon Materials & Chemicals Pty Ltd.

'Commission' means the Industrial Relations Commission of New South Wales

'AWU' means the Australian Workers' Union, New South Wales Branch

'ETU' means the Electrical Trades Union of Australia, New South Wales Branch

'TWU' means the Transport Workers Union of Australia, New South Wales Branch

'Unions' means AWU, ETU and TWU

4. **INCIDENCE AND PARTIES BOUND**

4.1 The parties to this Agreement are Koppers, AWU, ETU, TWU and all employees covered by the classifications outlined in Clause 10, Classification Structure.

4.2 The enterprise for which this Agreement is made is the Koppers Plant at Newcastle.

4.3 The occupation and trades to which this Agreement relates are - Production Operators, Electrical Tradespersons, Mechanical Tradespersons and Truck Drivers.

4.4 This Agreement binds the parties in respect of all employees engaged at the Koppers' Plant to the exclusion of all other awards and agreements.

4.5 This Agreement was not entered into under duress by any party to it.

5 **OPERATION**

5.1 This Agreement shall have effect from the date of registration and shall remain in force until 28 April 2008

5.2 The rates of pay contained in Clause 11 shall operate from the beginning of the first pay period commencing on or after 28 April 2005.

6 **CONTRACT OF EMPLOYMENT**

6.1 Subject as provided for elsewhere in this Agreement, employment shall be on a weekly basis.

6.2 Employment of employees for the first two weeks of service shall be from day to day at the weekly rate fixed determinable at a days notice.

6.3 Employees shall perform such work as the Company from time to time reasonably shall require, and an employee not attending for or not performing his/her duty shall, except as provided for by Clause 25, Sick Leave of the Agreement, lose his/her pay to the actual time of such non-performance.

6.4 Subject as aforesaid employment shall be terminated by a week's notice on either side, given at any time during the week, or by the payment or forfeiture of a weeks wages as the case may be. Where an employee has given notice or has been given notice by the Company, he/she shall upon request, be granted leave of absence without pay for one day or shift during the period of notice in order to look for alternative employment.

6.5 This clause shall not affect the right of the Company to deduct payment for any day or portion thereof during which the employee is stood down by the Company as a result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee or to deduct payment for any day during which the employee cannot be employed usefully because of any strike or through any breakdown of machinery or due to any cause for which the Company reasonably cannot be held responsible.

6.6 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 misconduct, and in such cases wages shall be payable up to the time of dismissal only.

7 **REDUNDANCY**

- 7.1 In the event that conditions are such that the Company is required to reduce its labour force, then the manner in which this is to occur will be discussed with the workforce. In the event that conditions are such that redundancies are required, the conditions to apply will be discussed with the Unions.
- 7.2 Redundancy decisions will be made on the basis of qualifications including consideration of service.
- 7.3 The employer shall, upon request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of employment and the classification of or the type of work performed by the employee.
- 7.4 Severance payments will be made in accordance with the existing Company redundancy policy of 4 weeks ordinary pay, plus 2 weeks ordinary pay for every year of service up to a maximum of 52 weeks ordinary pay.
- 7.5 Employees will be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of four weeks, for the purposes of seeking other employment.

8 **CONTRACTORS**

Contractors will be used by the Company to carry out work at the plant as required. The Company will discuss the use of these contractors with the employees affected if the use of these contractors impacts the work of the employees.

9. **PAYMENT OF WAGES**

- 9.1 All wages will be paid weekly.
- 9.2 The Company will make payment by electronic transfer of funds into an account nominated by the employee which is within company policy.
- 9.3 The Company may deduct from wages owing to an employee such amount as is authorised in writing by the employee.
- 9.4 The Company will keep a record which will indicate the name and occupation of each employee, the hours worked each day and the wages paid each week.

10 **CLASSIFICATION STRUCTURE**

The intent of the system is for employees to utilise their skills and knowledge to the maximum and provide a mechanism for further developing their skills and knowledge in a manner which will have mutual benefit for both the Company and the employee. The system will:

- (a) provide opportunities for employees to achieve greater job satisfaction and the basis for a sense of importance and worth;
- (b) recognise employees who utilise skills and knowledge and competency levels of direct and substantial benefit to the operation;
- (c) reward employees on the basis of utilising demonstrated competency in additional skills and knowledge;
- (d) provide for optimal utilisation of resources;
- (e) provide employees with the opportunity for a career development over a range of functions on the plant.

11. **RATES OF PAY**

- 11.1 The rates of pay set out in clause 11.9 include a maximum total increase of 4.25% which includes a performance component and will apply from 28 April 2005 until 28 April 2006. The performance component is 1.25%. The details of the Commitment to Ongoing Business Improvement and the Performance Component are set out in Appendix 3.
- 11.2 The rates of pay from 28 April 2006 for all employees will be based on the final rate outcome for the previous 12 months as at 27 April 2006 plus a maximum total increase of 4.25% including a performance component. The performance component is 1.25%. The details of the Commitment to Ongoing Business Improvement and the Performance Component are set out in Appendix 3.
- 11.3 The rates of pay from 28 April 2007 for all employees will be based on the final rate outcome for the previous 12 months as at 28 April 2007 plus a maximum total increase of 4.25% including a performance component. The performance component is 1.25%. The details of the Commitment to Ongoing Business Improvement and the Performance Component are set out in Appendix 3.
- 11.4 A deduction to the Performance Component of the pay rate for each NCR or incident will be made the first pay period after an NCR or incident has occurred and will apply until the end of the current 12 month period, the first period being 28 April 2005 to 27 April 2006, the second period being 28 April 2006 to 27 April 2007 and the third period being 28 April 2007 to 28 April 2008. The deductions are listed in Appendix 3.
- 11.5 The parties agree the rates of pay in this clause will not alter until there is a re-negotiation at the end of the nominal term of this Agreement. The parties further agree to renegotiations for a new Agreement in February 2008.
- 11.6 It's a term of this Agreement that the Unions undertake not to pursue any extra claims, agreement or over agreement payments.
- 11.7 Rates of pay in this clause take into account all work requirements and conditions and no additional amounts (including allowances) are payable, other than any allowances prescribed by this Agreement.
- 11.8 The minimum rates of pay for each classification shall be the following:

	Weekly Rate of Pay Effective 28 April 2005 3% Component \$	Performance Component Part of Weekly Rate of Pay Effective 28 April 2005 at 1.25% maximum \$	Maximum Possible Weekly Rate of Pay Effective 28 April 2005 \$
Shift Classifications			
First Shift Operator	873.01	10.59	883.60
Second Shift Operator	802.74	9.74	812.48
Third Shift Operator	780.90	9.48	790.38
General Classifications			
Senior Day Labourer	779.72	9.46	789.18
Day Labourer	759.69	9.22	768.91
Labourer	717.22	8.70	725.92
Operator/Truck Driver (while so engaged)	881.64	10.70	892.34

Employee Cleaning Pitch Column (while so engaged)	879.95	10.68	890.63
Employee Cleaning Inside Strainer Pots (while so engaged)	879.95	10.68	890.63
Employee Cleaning Inside Rail Tankers (while so engaged)	907.36	11.01	918.37
Employee Entering The Pencil Pitch Storage Building to Perform Designated Work (while so engaged)	848.90	10.30	859.20
Employee Drumming Naphthalene or Working in the Naphthalene Flaking Plant (while so engaged)	840.98	10.21	851.19
Employee engaged on Ship Loading/Unloading (liquids) (while so engaged)	777.67	9.44	787.11
Brush Hand (while so engaged)	740.99	8.99	749.98
Truck Driver	893.27	10.84	904.11

* Employees entering the Pencil Pitch Storage Building to perform designated work upon instruction by a Supervisor will be paid:

- (a) One hour's pay in accordance with clause 11.8 when employees are so engaged for less than 30 minutes.
- (b) For the full shift hours at the rate nominated in clause 11.8 when employees are so engaged for 30 minutes or more.

Employees will not be entitled to this classification if they are employed on a Shift or General Classification attracting a higher rate of pay.

The above rates include a Koppers bonus (referred to in Clause 22.3).

MECHANICAL TRADESPERSONS

	Weekly Rate of Pay Effective 28 April 2005 3% Component \$	Performance Component Part of Weekly Rate of Pay Effective 28 April 2005 at 1.25% maximum \$	Maximum Possible Weekly Rate of Pay Effective 28 April 2005 \$
Fitter Welder Level 5 (capped at 1)	1,139.70	13.83	1,153.53
Fitter Welder Level 4 (capped at 3)	1,090.17	13.23	1,103.40
Fitter Welder Level 3	1,040.65	12.63	1,053.28
Fitter Welder Level 2	963.31	11.69	975.00
Fitter Welder Level 1	925.18	11.23	936.40

The above rates include a Koppers bonus (referred to in Clause 21.3), Koppers Special Allowance, Koppers Disability Allowance and a tool allowance.

ELECTRICAL INSTRUMENT TRADESPERSONS

	Weekly Rate of Pay Effective 28 April 2005 3% Component \$	Performance Component Part of Weekly Rate of Pay Effective 28 April 2005 at 1.25% maximum \$	Maximum Possible Weekly Rate of Pay Effective 28 April 2005 \$
Electrician/Instr. Fitter Level 5 (capped at 1)	1,171.60	14.22	1,185.82
Electrician/Instr. Fitter Level 4 (capped at 1)	1,122.07	13.62	1,135.69
Electrician/Instr. Fitter Level 3	1,072.44	13.01	1,085.45
Electrician/Instr. Fitter Level 2	995.20	12.08	1,007.27
Electrician/Instr. Fitter Level 1	956.94	11.61	968.56

The above rates of pay include a Koppers bonus (referred to in Clause 22.3), Koppers Disability Allowance, tool allowance and electricians licence.

Note:

1. *All rates are based on a 38 hour week and are paid for all purposes of the award.*
2. *In order to qualify for a grade level, employees must gain qualifications in the functions, skills and knowledge as set out in Appendix 1 of this Agreement.*

12. ALLOWANCES

12.1 Travel Allowance

The Company will recompense an employee for travel where the employee uses their own motor vehicle on Company business including travel to and from work for recall on overtime outside normal working hours.

The travel kilometres will be paid one way if the overtime runs into the employee's normal working shift. Otherwise, it will be paid both ways.

The travel allowance will be paid in accordance with the kilometres travelled at a rate of \$0.63 per kilometre from 28 April 2005 to 27 April 2004; and at the rate of \$0.65 per kilometre from 28 April 2006; and at the rate of \$0.68 per kilometre from 28 April 2007.

12.2 Telephone Allowance

The Company will pay a telephone allowance to those employees who are required to be contacted by the Company on Company business.

The Company will pay for the first 12 months of the Agreement, an annual allowance of \$34.05 towards the rental of an employee's telephone or \$3.41 per 'accepted telephone call-in', whichever is the greater.

At the start of the second 12 months' of the Agreement, this allowance will increase to \$35.50 and \$3.55 respectively .

At the start of the third 12 months' of the Agreement, this allowance will increase to \$37.00 and \$3.70 respectively

The annual allowance will be paid in January to cover the full calendar year. If an employee accepts more than 10 telephone call-ins in the calendar year, the employee will be paid \$3.41 during the first 12 months of the Agreement, and \$3.55 from the start of the second 12 months of the Agreement, and \$3.70 from the start of the third 12 months of the Agreement, for the eleventh and each subsequent telephoned call in accepted.

13. HOURS OF WORK

13.1 All Employees except Plant Operators

Ordinary working hours shall be an average of thirty-eight per week over the full cycle of the relevant work roster. Ordinary working hours shall not exceed:

- (a) 8 during any consecutive twenty-four hours, or,
- (b) 152 in twenty-eight consecutive days

except in the case of rostering arrangements which provide for the weekly average of 38 ordinary hours to be achieved over a period which exceeds 28 consecutive days.

13.2 12 Hour Shift Roster – Plant Operators

The Company agrees to trial the introduction of a 12 hour shift roster in accordance with Appendix 2. Ordinary working hours shall not exceed:

- (a) 12 during any consecutive twenty-four hours; or
- (b) 152 in twenty-eight consecutive days

except in the case of rostering arrangements which provide for the weekly average of 38 ordinary hours to be achieved over a period which exceeds 28 consecutive days.

13.3 Day Workers

- (a) Ordinary working hours shall be worked Monday to Friday, inclusive, between the hours of 7.00am and 6.00pm.
- (b) On each day worked, Monday to Friday, inclusive, thirty minutes, between the hours of 11.30am and 12.30pm shall be allowed to day workers for a meal.

13.4 Shift Workers

Twenty minutes shall be allowed each shift for crib which shall be counted as time worked.

13.5 Definitions

- (a) Day workers are employees, other than shift workers and include employees on night work within Clause 17, Night Work for other than Shift Workers, of this Agreement.
- (b) Shift workers are employees working on a one, two or three shift system.
- (c) Monday to Saturday shift workers are shift workers whose ordinary working hours are worked between Monday and Saturday.
- (d) For shift workers each day, including Sunday and Holidays, shall be deemed to commence at 7.00am and to terminate at 7.00am on the next following calendar day.

14. OVERTIME

14.1 Day Workers

Day workers for all time worked in excess of or outside the ordinary working hours and times prescribed by this Agreement shall be paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter.

14.2.1 Shift Workers

Shift workers for all time worked:

- (a) In excess of the ordinary working shift hours prescribed by this Agreement, or
- (b) On more than eleven shifts in twelve consecutive days, or
- (c) On a rostered shift off, or
- (d) In excess of five and a half hours working without a crib break,

shall be paid at the rate of time and one half for the first two hours and at the rate of double time thereafter. This subclause shall not apply when the time is worked:

- (i) by arrangement between the employees themselves, or
- (ii) for the purpose of effecting the customary rotation of shifts.

14.2.2 12 Hour Shift Workers

12 hour shift workers for all time worked:

- (a) In excess of the ordinary working shift hours prescribed by clause 13.2 of this Agreement, or
- (b) On a rostered shift off, or
- (d) In excess of five and a half hours working without a crib break,

shall be paid at the rate of time and one half for the first two hours and at the rate of double time thereafter. This subclause shall not apply when the time is worked:

- (i) by arrangement between the employees themselves, or
- (ii) for the purpose of effecting the customary rotation of shifts.

14.3 General

- (a) Rest Period After Overtime -When overtime work is necessary it shall, wherever reasonably practical, be so arranged that an employee has at least 8 consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day and who has not had at least eight consecutive hours off duty between these times shall, subject to this subclause, be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the Company such an employee resumes or continues working without having had such eight consecutive hours off duty the employee shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until they have had eight consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

Where immediately after taking an eight hour rest period pursuant to this subclause, an employee is required to report for work at other than the employees ordinary day or shift commencing time and reasonable means of transport are not available, the Company shall convey the employee or supply them with conveyance to the Works.

In addition to the above, if a 5 day Monday to Friday day worker works more than eight (8) hours overtime between 7.00pm Sunday and 7.00am Monday, then, wherever possible, the employee will not be required to work their normal Monday day shift and will not incur loss of pay for the Monday day shift.

If the Company requests that the employee work all or part of the Monday day shift, then this will be treated as working without having had eight consecutive hours off duty and the employee shall be paid accordingly.

- (b) (1) A day worker required to work on a Saturday, Sunday, a 38 hour week rostered day off, or holiday, or a Monday to Saturday shift worker required to work on a Sunday, a 38 hour week rostered day off or holiday, shall be paid for a minimum of four hours' work.
- (2) Where the actual time worked is of shorter duration, than the applicable minimum specified in this paragraph, the working period shall not be regarded as overtime for the purpose of paragraph (a) in this subclause.

- (c) An employee required to continue to work on overtime for more than one and a half hours after ordinary ceasing time without having been notified before leaving work on the previous day that he/she would be required to work overtime, shall be provided with a meal allowance and another meal allowance for each subsequent meal break into which the work extends.

The meal allowance will be \$9.54 for each meal for the first 12 months of the Agreement, increasing to \$9.94 for each meal from the start of the second 12 months of the Agreement and increasing to \$10.37 for each meal from the start of the third 12 months of the Agreement.

- (d) An employee working overtime shall be allowed a crib time of twenty minutes, without deduction of pay, after each four hours of overtime work if the employee continues work after such crib time; provided that where a day worker on a five day week is required to work overtime on a Saturday, the first prescribed crib time shall, if occurring between 10.00am and 1.00pm, be paid at ordinary rates.

- (e) Unless the period of overtime is less than one and half hours, an employee, before starting overtime after ordinary working hours shall be allowed a meal break of twenty minutes which shall be paid at ordinary rates. An employee may agree to any variation of this provision to meet the circumstances of the work in hand, provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

- (f) If an employee pursuant to notice has provided a meal and is not required to work overtime or is required to work for less than one and a half hours, he/she shall be recompensed suitably for the meal which he/she has provided but which is surplus.

- (g) A fraction of a quarter of an hour of overtime shall count as a quarter of an hour if more than five minutes thereof has been worked.

- (h) Where an employee working overtime finishes work at a time when reasonable means of transport are not available to him/her, the Company shall:

- (1) within a reasonable time convey the employee or supply the employee with conveyance to:
 - (i) a reasonable distance from the employee's home;
or
 - (ii) a place which the employee usually travels by public conveyance when returning home from work;
or
 - (iii) a place from which the employee can, within a reasonable time, obtain public conveyance to a reasonable distance from the employee's home or the place to which the employee usually travels by public conveyance when returning home from work;
or

- (2) pay the current rate of pay for the time reasonably occupied in reaching the employee's home.
- (i) An employee who is recalled from home to work overtime shall be paid meal allowances at the rates detailed in clause 14.3(c).
- (j) Recall to work - An employee recalled to work overtime after leaving the Company's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work for each time recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the Company's premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause (a) of this clause when the actual time worked is less than three hours on such recall or on each such recalls.

Where an employee is contacted by telephone at home for a recall and accepts the call-in, the time for the call-in will start from the time of contact at home or other agreed time. The call-in start time will be agreed between the supervisor and the employee at the time the telephone contact is made and logged in the Foreman's Log Book by the supervisor.

If the agreed start time is the time of contact at home, the employee is required to be at work within a reasonable time (allowing the employee to get ready for work and travel from home).

15. SHIFT WORK ALLOWANCES FOR SHIFT WORKERS

15.1 Subject as in the award otherwise provided, shift workers shall be paid, in addition to the rates payable under the award, a shift allowance at the rate of \$54.97 per 38 hour week, in respect of all shifts worked while working rotating shifts of any combination of day shifts, afternoon shifts and night shifts according to the roster .

15.2 'Night shift' means any shift finishing subsequent to 11.30pm and at or before 7.30am.

16. SHIFT WORK ALLOWANCE FOR 12 HOUR SHIFT WORKERS

16.1 Subject as in the Award otherwise provided, 12 hour shift workers shall be paid, in addition to the rates payable under the Award, a shift allowance at the rate of \$54.97 per 38 hour week, in respect of the shifts worked, while rotating shifts of any combination of day shifts and night shifts according to the roster.

16.2 "Night shift" means any shift finishing subsequent to 7.00pm and at or before 7.00am. "Day shift" means any shift finishing subsequent to 7.00am and at or before 7.00pm.

17. NIGHT WORK FOR OTHER THAN SHIFT WORKERS

17.1 Subject to Clause 24, Maximum Payment, of this Agreement, but otherwise notwithstanding anything contained herein:

- (a) a day worker who is required in lieu of ordinary day work, or
- (b) a day shift worker who is required in lieu of a day shift on which he/she would ordinarily be rostered

to work at night for periods of not less than eight hours on less than five consecutive nights or on less than four consecutive nights when the fifth night is his/her 38 hour week

rostered off night shall be paid at the rate of time and one half of the ordinary rate of pay under Clause 11 of this Agreement, except:

- (a) on Saturdays, Sundays, 38 hour week rostered off days and holidays, and
- (b) in respect of any night in respect of which the employee has not been given at least 48 hours' notice

when the employee shall be paid at overtime rates for day workers. No shift allowance is payable in respect of night work under this clause.

17.2 In this clause 'night' means any hours between 3.30pm and 7.30am and 'day shift worker' means a shift worker employed on a shift system involving day shift only.

18. **TRANSFER OF DAY WORKERS FROM DAY WORK TO SHIFT WORK**

Day workers may be employed as and may become shift workers for a period of not less than five shifts or not less than four shifts when the fifth shift is the employees 38- hour week rostered off shift and paid accordingly.

Provided that an employee shall be paid overtime rates for any shift upon which the employee is employed as a shift worker under this clause in respect of which the employee has not been given 48 hours' notice.

This clause will not apply to the Plant Operator employees trialling the 12 hour Shift Roster.

19. **TRANSFER OF SHIFT WORKERS**

A shift worker who is required to work on a shift other than the shift on which the employee would ordinarily be rostered shall be paid at overtime rates for any such shift, in respect of which the employee has not been given at least 48 hours' notice. This provision shall not apply when the employee reverts to the shift on which the employee would ordinarily have been rostered.

This clause will not apply to the Plant Operator employees trialling the 12 hour Shift Roster.

20. **REQUIREMENTS TO WORK IN ACCORDANCE WITH THE NEEDS OF THE INDUSTRY**

20.1 For the purpose of meetings the needs of the industry, the Company may require any employee to work reasonable overtime, including work on a Sunday and a holiday, at the rate prescribed by this Agreement and, unless reasonable cause exists, the employee shall work in accordance with such requirement.

20.2 Subject to Clause 18, Transfer of Day Worker From Day Work to Shift Work, and Clause 19, Transfer of Shift Workers, of this Agreement, for the purpose of meeting the needs of the industry, the Company may require any employee to transfer form one system of work to another system of work, prescribed in this Agreement, at the rate applicable thereto and, unless reasonable cause exists, an employee shall transfer in accordance with such requirement.

21. **SATURDAY RATES FOR SHIFT WORKERS**

Shift workers for their ordinary shift of eight hours performed on Saturday, shall be paid at the rate of time and one half.

22. **HOLIDAYS**

22.1 The days on which New Year's Day, Australia Day, Good Friday, the Saturday following Good Friday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day are observed and special days appointed by proclamation as public

holidays throughout the State shall be holidays and day workers and Monday to Saturday shift workers not required to work on a holiday, shall be paid for the holiday at the ordinary rates of pay under Clause 11, Rates of Pay, of this Agreement.

22.2 This provision for payment does not apply to:

- (a) Shift workers whose rostered off shift falls on a holiday (subject to provisions of paragraph (b) of subclause 27.2, Days Added to Period of Annual Leave);
- (b) Employees absent without leave or reasonable excuse on the working day preceding or the working day succeeding a holiday.

22.3 The bonus rates previously paid to each classification are now included in the wage rates for that classification.

22.4 In addition to the public holidays prescribed in subclause 22.1, one additional public holiday shall apply to an employee on weekly hire on a day mutually agreed between the parties or failing agreement as determined by the Industrial Relations Commission of New South Wales.

23. **SUNDAY AND HOLIDAY RATES**

Employees shall be paid at the rate of double time for all work done on Sundays and at the rate of double time and one half for all work done on the holidays prescribed by this Agreement.

24. **MAXIMUM PAYMENT**

24.1 Shift allowances and special rates shall not be subject to any premium or penalty additions.

24.2 Rates prescribed by this Agreement shall not exceed double the rates prescribed by Clause 11, Rates of Wages, of this Agreement: Provided that this subclause shall not apply to any excess due to payments under Clauses 15 and 16, Shift Work Allowances for Shift Workers, or Clause 23, Sunday and Holiday Rates (in respect of work done on holidays) of this Agreement.

25. **SICK LEAVE**

25.1 An employee, who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity not due to his/her own serious and wilful misconduct, shall be entitled to be paid ordinary time rates of pay for the time of such non-attendance subject to the following:

- (a) the employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to worker's compensation
- (b) the employee shall, within twenty-four hours of the commencement of such absence, inform the company of the inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of the same
- (c) the employee shall prove to the satisfaction of the Company, or in the event of a dispute, the Industrial Commission of

New South Wales, that he/she is or was unable, on account of such illness or incapacity, to attend for duty on the day or days for which payment under this clause is claimed;

Sick Leave entitlements will be paid on a self claim basis for a minimum of 4 hours (in a single day) or maximum of 2 consecutive days as follows:

- (1) employees with up to 10 years' service a total of 3 days per year

- (2) employees with over 10 years' service a total of 4 days per year
- (3) employees with over 15 years' service a total of 5 days per year

Entitlements under this subclause do not accumulate from year to year.

- (d) the employee shall not be entitled in respect of any year of continued employment to sick pay for more than the number of ordinary working hours specified in subclause (e): Any period of paid sick leave allowed by the Company to an employee in any such year shall be deducted from the period of sick leave which may be allowed or may be carried forward under this Agreement in or in respect of the earliest year of employment for which the employee has an accumulated or accrued right;
- (e) the number of ordinary working hours referred to in subclause (d) shall be:
 - (1) in the case of an employee with less than 1 year continued employment: 40
 - (2) in the case of an employee with 1 or more years continued employment but less than 10 years continued employment: 64
 - (3) in the case of an employee with 10 or more years continued employment: 80

25.2 Except as provided in clause 25.1 (c), the rights under this clause accumulate from year to year so long as the employment continues with the Company, whether under this or any other Agreement, so that any part of the number of ordinary working hours specified in subclause (1)(e) which has not been allowed in any years may be claimed by the employee and shall be allowed by the Company, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment. Any rights which accumulate pursuant to this subclause shall be available as follows:

- (a) to any employee entering the employment of the Company on or after 1st January 1986 -for a period of 16 years, but for no longer, from the end of the year in which they accrued:
- (b) to any employee who entered his/her current employment with the Company before 1st January 1986:
 - (1) during the period between 18th and 31st December, 1985 for a period a period of 14 years, but for no longer, from the end of the year in which they accrued
 - (2) during the transition year- for a period of 15 years but no longer, from the end of the year in which they accrued;
 - (3) during the first year of employment immediately following the transition year -for a period of 16 years but no longer, from the end of the year in which they accrued;

For the purpose of this subclause "transition year" shall mean in respect of an employee whose current employment with the Company commenced before 1st January 1966, or the year of the employee's employment which commenced during 1986.

25.3 In the case of an employee who otherwise is entitled to payment under this clause but who, at the time of the absence concerned, has not given three months' continuous service in his/her current employment with the Company, the right to receive payment shall not arise until he/she has given service.

25.4 For the purpose of the clause continuous service shall be deemed not to have been broken by:

- (a) any absence from work on leave granted by the Company, or
- (b) any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee;

Provided that any time so lost shall not be taken into account in computing the qualifying period of three months.

25.5 Service before the date of coming into force of this Agreement shall be counted as service for the purpose of qualifying thereunder.

25.6 In this clause 'ordinary working hours' shall include working hours on shifts known as compulsory roster shifts, ring roster shifts or 21st shifts which are paid at overtime rates.

25.7 The Company will pay 50% of all sick leave accumulated since the date of commencement to employees upon termination of their employment for any reason, other than for misconduct as determined by the Company. Payment will be made at employees ordinary time rate of pay.

26. **ANNUAL LEAVE**

26.1 Day Workers and Monday to Saturday Shift Workers

For annual leave provision see *Annual Holidays Act, 1944*, as amended.

26.2 Seven-Day Shift Workers

(a) In Addition to the benefits provided by Section 3 of the Annual Holidays Act, 1944, with regard to an annual holiday of four weeks, an employee, who, during the year of employment with the Company with respect to which the employee becomes entitled to the said annual holiday of four weeks, gives service to the Company as a seven-day shift worker under this Agreement, shall be entitled to the additional leave as below specified :

- (1) if during the year of employment he/she has served the Company continuously as such seven-day shift worker the additional leave with respect to that year shall be one week;
- (2) subject to subclause 26.2(a)(4), if during the year of employment the employee served for only portion of it as such seven-day shift worker the additional leave shall be one day for every thirty-three ordinary shifts worked as a seven-day shift worker;
- (3) subject to subclause 26.2(a)(4), an employee shall be paid for such additional leave at the annual leave rate of pay for the number of ordinary hours of work for which such employee would have been rostered for duty during the period of additional leave had such employee not been on such additional leave;
- (4) where the additional leave calculated under this subclause is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only;
- (5) in this clause the terms one week and one day shall be deemed to include holidays and non-working days.

(b) Where the employment of a worker has been terminated and he/she thereby becomes entitled under Section 4 of the *Annual Holidays Act, 1944* as amended, to payment in lieu of an annual holiday with respect to a period of employment, the employee also shall be entitled to an additional payment of three and one-half hours at the annual leave rate of pay with respect to each

twenty-one shifts of service as seven- day worker which the employee has rendered during such period of employment.

- (c) A seven-day shift worker under this subclause shall be paid at the appropriate rate for any 'compulsory roster' shifts, also known as a 'twenty-first' shift, which he/she would have worked during his/her period of annual leave which becomes fully due on or after 23rd September, 1980, had he/she not been on annual leave.
- (d) Seven day shift workers are able to take a minimum of two days approved annual leave **excluding weekends**, on separate occasions and a minimum of four days approved annual leave **including weekends**, on separate occasions.

26.3 Monday to Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days

In addition to the benefits provided by Section 3 of the *Annual Holidays Act, 1944*, as amended, with regard to an annual holiday of four weeks, an employee who during the year of employment with the Company with respect to which he/she becomes entitled to the said annual holiday of four weeks, gives service to the Company as a Monday to Saturday shift worker who is regularly rostered for duty on Saturdays as ordinary working days, shall be entitled to the additional leave as hereunder specified:

- (a) For every thirteen Saturdays upon which the employee worked an ordinary shift as a Monday to Saturday shift worker who is rostered for duty on Saturdays as ordinary working days the additional leave with respect to that year shall be one day.
- (b) Where the additional leave calculated under this subclause is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
- (c) The additional entitlements under this subclause shall only apply in respect of leave which becomes fully due on or after 23rd September 1980.

26.4 All employees -Annual Leave Loading

- (a) In respect of a period of annual leave an employee shall be paid a loading, namely 20%, to be calculated for the period of annual leave, of ordinary pay pursuant to the *Annual Holidays Act, 1944*, as amended, and where applicable, the annual leave rate of pay pursuant to Clause 26, Annual Leave, and Clause 27, Days Added to Period of Annual Leave, of this Agreement.

Provided that an employee who would have worked on shift work had the employee not been on annual leave shall be paid whichever is the greater of the said loading, or the shift work allowance pursuant to Clauses 15 and 16, Shift Work Allowances for Shift Workers, and the weekend penalty rates pursuant to Clause 21, Saturday Rates for Shift Workers, and (in respect of Sundays only) of Clause 23, Sunday and Holiday Rates, of this Agreement, that would have been payable to the employee in respect of ordinary time during the period of annual leave has the employee not been on annual leave.

- (b) The loading prescribed by this subclause shall not apply to payment in lieu of a fully due annual holiday on termination of employment, but shall apply to proportionate annual holiday payment on termination of employment.

27. **DAYS ADDED TO PERIOD OF ANNUAL LEAVE, OR LONG SERVICE LEAVE**

- 27.1 In case of any employee who was, at the commencement of their annual leave or long service leave, employed as a seven-day shift worker, as defined, whose working period includes Sundays and Holidays as Ordinary Working Days, of this Agreement, one day

shall be added to his/her annual leave period of Long Service Leave period, respectively, in respect of any holiday prescribed by this Agreement which falls within the period of annual leave or long service leave to which he/she is entitled under this Agreement.

27.2 An employee who is rostered off duty on a day which is a Holiday prescribed by this Agreement and who is not required to work on that day shall:

- (a) have one day added to their annual leave period, or
- (b) by mutual consent, be paid, in the pay for the period in which the holiday falls, for the holiday at the rate payable pursuant to subclause 22.1, Holidays, of this Agreement.

27.3 Any day or days added in the case of annual leave shall be paid for at the annual leave rate of pay and in the case of long service leave, shall be paid for at the long service leave rate of pay.

27.4 Any day or days added in accordance with subclause 27.1 or 27.2 of this clause, shall be the working day or working days immediately following the period of annual leave or long service leave respectively to which the employee is entitled under Clause 26, Annual Leave, or Clause 28, Long Service Leave of this Agreement.

27.5 For the purpose of subclause 27.5 of this clause, working days shall be:

- (a) in the case of an employee who, at the commencement of the period of annual leave or long service leave, as the case may be, was employed as a day worker, any day of the week including a day on which the employee concerned would have been rostered off duty if he/she were not on annual leave or long service leave but excluding a Saturday, a Sunday or a holiday prescribed by this Agreement.
- (b) in the case of an employee, who, at the commencement of the period of annual leave or long service leave, as the case may be, was employed as a Monday to Saturday shift worker -any day of the week other than a Sunday or a holiday prescribed by this Agreement including a day on which the employee concerned would have been rostered off duty if he/she were not on annual leave or long service leave.
- (c) in the case of an employee who, at the commencement of the period of annual leave or long service leave, as the case may be, was employed as a seven-day shift worker –any day of the week, including a day on which the employee concerned would have been rostered off duty if he/she were not on annual leave or long service leave.

27.6 Where the employment of a worker has been terminated and he/she thereby becomes entitled under Section 4 of the *Annual Holidays Act* 1944, as amended, to payment in lieu of an annual holiday with respect to a period of employment the employee also shall be entitled to an additional payment for each day accrued under subclause 27.2, at the annual leave rate of pay.

27.7 An employee who is employed as a seven-day shift worker, who:

- (a) has a day added to annual leave or long service leave by subclause 27.1 and 27.2, and
- (b) such a holiday falls on a holiday prescribed by Clause 22, Holidays, on which the employee would have been rostered to work an ordinary shift were it not for the entitlement to an added day.

shall be paid for such day, in addition to the entitlement under subclause 27.3, at the rate prescribed by subclause 22.1, Holidays, of this Agreement.

28. **LONG SERVICE LEAVE**

28.1 For long service leave provisions see *Long Service Leave Act* 1955, as amended.

28.2 Notwithstanding the *Long Service Leave Act*, the Agreement rate element of ordinary pay for long service leave shall be either:

- (a) that determined in accordance with the *Long Service Leave Act*, or
- (b) that applicable to the employee at the commencement of the long service leave entitlement

whichever is greater.

28.3 An employee shall be entitled to have all days which are prescribed as holidays by Clause 22, Holidays, of this Agreement treated as days appointed by the Governor as public holidays for the purpose of the application to him/her of Section 4(4A) of the *Long Service Act* 1955.

29. **JURY SERVICE**

29.1 An employee required to attend for jury service :

- (a) during his/her ordinary working hours; or
- (b) immediately following an ordinary night shift or immediately preceding an ordinary afternoon shift on which the employee is rostered to work and, as a result of attending for jury service, is not reasonably able to report for work on the night shift or afternoon shift, as the case may be;

shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of the attendance for such jury service and the ordinary time rate of pay, together with the applicable performance component which would have been payable in respect of the ordinary time the employee would have worked had he/she not been on jury service.

29.2 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 attendance, the duration of such attendance and the amount received in respect of such jury service.

30. **TRADE UNION TRAINING LEAVE**

One delegate from each Union will be entitled to 4 days paid leave of absence per year for the purpose of attending union organised training sessions; provided that

- (a) the needs of the plant are fully met; and
- (b) proof of attendance is provided to the Company.

The delegate will receive payment of 8 ordinary hours for each day with no entitlement to travel, meal or other expenses.

31. **BEREAVEMENT LEAVE**

An employee shall, on production of acceptable proof of the death of a close relative (including de facto), be entitled on notice of bereavement leave without deduction from ordinary wages for such period not exceeding two days as is reasonable in the circumstances. Entitlement to bereavement leave will be determined by management according to the circumstances.

In addition to the ordinary time work rate of pay, the employee shall be paid the amount of applicable performance component he/she would have otherwise received during ordinary working hours.

Bereavement leave will not be granted if the period of leave coincides with any other period of paid leave.

32. **COMPASSIONATE LEAVE**

In the circumstances where an employee experiences personal or family difficulties appropriate compassionate paid leave will be granted following consideration of the matter by management.

33. **PERSONAL CARERS LEAVE**

33.1 Use of Sick Leave

- (a) An employee with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 25, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a certificate from an accredited health practitioner, 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 subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) 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
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) A relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
"relative" means a person related by blood, marriage or affinity;
'Affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
"Household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the company notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of the absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the company by telephone of such absence at the first opportunity on the date of absence.

33.2 Unpaid leave for family purpose

An employee may elect, with the consent of the company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

33.3 Annual Leave

(a) An employee may elect with the consent of the Company, 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) above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

(c) An employee and the Company 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.

34. **PARENTAL LEAVE**

For parental leave provisions see Division 1 of Part 4 of Chapter 2 of the Act.

35. **ENTITLEMENTS PROTECTION**

The parties agree to discuss the benefits and detriments regarding income protection schemes. However, the parties reserve their respective positions in regards to the introduction of entitlement protection schemes, during the life of the Agreement.

The Company will not be in breach of this agreement if it does not implement entitlement protection during the life of the Agreement.

36. **INCOME PROTECTION**

The parties agree to share the cost, on a 50/50 basis, in purchasing Income Protection Insurance, subject to pricing and availability. The insurance is designed to protect and maintain a percentage of employees' wages, including shift allowance, for a specified period of time.

The company will not be in breach of this Agreement if it unable to source adequate Income Protection Insurance, for whatever reasons, during the life of the Agreement, for the employees.

37. **JACKETS AND SOCKS**

Employees will be issued, free of charge, with one work jacket and two pairs of socks. The issue dates are as follows:

Jacket: 28 April 2005 and every second year thereafter on 28 April.

Socks: 28 April 2005
and every year thereafter on 28 April.

Employees are responsible for the maintenance of the jackets and socks. They will only be replaced in accordance with the above.

38. **ANTI DISCRIMINATION**

(1) It is the intention of the parties to this agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate

discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

- (2) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement 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 agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

39. **DRUG AND ALCOHOL POLICY**

The parties agree that the reporting to work under the influence of alcoholic beverages and/or illegal drugs and narcotics or the use, sale, dispensing or possession of alcoholic beverages and/or illegal drugs and narcotics on Company or Customer premises will lead to disciplinary action, up to and including the termination of employment.

The Company will review the Drug and Policy and Disciplinary Procedures from time to time in accordance with best practice and OH&S needs. Due processes of consultation with employees of any proposed alterations will occur prior to the implementation of any amendments to the Policy and Procedures.

40. **PROCEDURE FOR RESOLVING CLAIMS, ISSUES AND DISPUTES**

40.1 The parties intend that the level of direct action in the Company's operations, particularly strikes, be greatly reduced in order to provide a basis for a reduction of the ordinary weekly hours of work in the industry to 38.

To enable claims, issues, and disputes to be progressed while work proceeds normally, the following procedure will apply:

- (a) Claims, Issues and Disputes
 - (1) Employee(s) and/or delegates(s) of the union involved will place the claim, issue or dispute before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible. If the reply cannot be given by the end of the next ordinary working shift, a progress report will be given.
 - (2) Failing agreement, employee(s) and/or delegate(s) of the union(s) involved will place the claim, issue or dispute before the Manager Operations or his/her deputy. The Manager Operations or deputy will take all reasonable steps to reply to the employee(s) and/or

delegate(s) as soon as possible. If a reply cannot be given by the end of the next working day of the Manager Operations or deputy, a progress report will be given.

- (3) Failing agreement, delegate(s) and/or official(s) of the union involved will place the claim, issue or dispute before the Company's management representatives.

The claim, issue or dispute and all relevant circumstances relating to it shall then be fully reviewed by the management of the Company and by the union involved and all reasonable steps shall be taken in an endeavour to resolve the matter.

- (4) Failing agreement, the claim, issue or dispute shall be referred to the appropriate industrial tribunal, if the union or the Company wants to pursue it further.

- (5) The above procedure in (1) and (3) do not apply to claims, issues or disputes relating to genuine safety matters. In such matters, the Company will undertake immediate investigations including discussions with the employee(s) and/or delegate(s) and/or official(s) of the union involved. As necessary the appropriate government authority will be involved.

(b) General Claims. Issues and Disputes

- (1) The official(s) and delegate(s) of the union involved will place the claim, issue or dispute before the Manager Operations who will take all reasonable steps to reply as soon as possible.

- (2) Failing agreement, the claim, issue or dispute shall be referred to the appropriate industrial relations tribunal if the union or the Company wants to pursue it further.

40.2 The provisions of this clause shall not affect in any way any other rights and duties of any party to this Agreement pursuant to the Act, or any other Act or at common law in relation to any matter.

40.3 The parties will jointly review the operation of this clause at regular intervals.

41. **SIGNATORIES**

DATED

SIGNED for and on behalf of KOPPERS CARBON MATERIALS & CHEMICALS PTY LTD

.....

Name Printed

Name Printed

In the presence of:

Witness

Name Printed

SIGNED for and on behalf of AUSTRALIAN WORKERS UNION,
NSW BRANCH

.....

Name Printed

Name Printed

In the presence of:

Witness

Name Printed

SIGNED for and on behalf of ELECTRICAL TRADES UNION OF AUSTRALIA,
NSW BRANCH

.....

Name Printed

Name Printed

In the presence of:

Witness

Name Printed

SIGNED for and on behalf of TRANSPORT WORKERS UNION OF
AUSTRALIA, NSW BRANCH

.....

Name Printed

Name Printed

In the presence of:

Witness

Name Printed

KOPPERS CARBON MATERIALS & CHEMICALS PTY LTD

ADDENDUM TO THE ENTERPRISE AGREEMENT

The following items are set out as an addendum to the Koppers Carbon Materials & Chemicals Pty Ltd Enterprise Agreement.

1. TRAINING PURSUANT TO THE KOPPERS CARBON MATERIALS & CHEMICALS PTY LTD 2005 ENTERPRISE AGREEMENT

The Company has an inclusive policy in regards to internal and external training opportunities. The Company will reimburse the cost of necessary textbooks and course provider fees for all approved courses and training.

The Company agrees to pay at single time rates the actual hours the employee attends the course, provided the employee produces documentary evidence from the course provider confirming his/her attendance.

The Company will not pay any fees or attendance time for any course or training where the employee has failed, not completed or withdrawn from a course(s) or training previously enrolled or undertaken.

2. TRAINING - FITTER WELDER

The training matrix for the Fitter Welder classifications is enclosed together with the position descriptions for the five tier levels for this classification.

Notes:

- i) If the Company cannot offer the in house Chemical Plant Operators' Skills TAFE course then the Company will further review the Mechanical Tradespersons' Training Matrix where the advancement of a tradesperson is limited by this course not being run.
- ii) If any item in the matrix is found to be unworkable then the Union concerned and the Company agree to discuss the issue and resolve the matter at any time during the term of the Agreement.

KOPPERS CARBON MATERIALS & CHEMICALS PTY LTD – MAYFIELD PLANT
MECHANICAL TRADESPERSON TRAINING MATRIX

Training	Level 1	Level 2	Level 3	Level 4	Level 5
On the Job	<ul style="list-style-type: none"> * <u>Plant Induction</u> * Plant Safety * Task Training * Hazard Awareness * Environmental Awareness * Basic firefighting 	<ul style="list-style-type: none"> * Basic Level Coal Tar Products Process Knowledge * TQM Concepts 	<ul style="list-style-type: none"> * Medium Level Coal Tar Products Process Knowledge * TQM Concepts 	<ul style="list-style-type: none"> * Advanced Level Coal Tar Products Process Knowledge * Planning Systems Operation 	<ul style="list-style-type: none"> * Resource Scheduling Administrative Procedures
Internal	<ul style="list-style-type: none"> * Fitting Experience * Turning Experience * Welding Experience * Steam Traps/Tracing * Centrifugal Pumps * Positive Displacement Pumps * Vacuum Pumps * Valves * Conveying Equipment 	<ul style="list-style-type: none"> * Magnetic Drive Pumps * Compressors * Mechanical Seals * Pressure Vessels * Burner Equipment 	<ul style="list-style-type: none"> * First Fault Diagnostics * Basic Maintenance Technology (Condition and Monitoring) * Basic Maintenance Concepts * Basic Planning and Organising * Safety Management 	<ul style="list-style-type: none"> * TQM Interaction * Intermediate Mtce Technology * Intermediate Mtce Concepts * Intermediate Planning and Organising 	<ul style="list-style-type: none"> * Industrial Relations * Customer Relations * Writing Contracts * Supervising Contracts * Cost Control * Budgeting * Advanced Mtce Technology * Advanced Mtce Concepts * Advanced Planning & Organising
External		<p><u>Successful completion of the following:</u></p> <ul style="list-style-type: none"> * Confined Space course * First Aid Certificate Course (include CPR) 	<p><u>Successful completion of the following:</u></p> <ul style="list-style-type: none"> * Basic Rigging TAFE Course * Fork Lift Certificate <p><u>Successful completion of two semesters of the following post trade selected by the Company:</u></p> <ul style="list-style-type: none"> * Hydraulics 2 * Pneumatics 2 * Welding of Pressure Pipe – Certificate 4 	<p><u>Successful completion of two semesters of the following post trade courses selected by the Company:</u></p> <ul style="list-style-type: none"> * Hydraulics 2 or Hydraulics 3 * Electro Fluid Power * Contract Engineering * Mtce. Engineering * Intermediate Rigging course * Advanced rigging course * Welding of Pressure Pipe – Certificate 7 	<p>Successful completion of two semesters of the following post trade course selected by the Company:</p> <ul style="list-style-type: none"> * Welding Mechanical * Contract Reports Engineering * Mtce. Engineering

Note: If any item in the matrix is found to be unworkable then the Union concerned and the Company agree to discuss the issue and resolve the matter at any time during the term of the agreement.

KOPPERS CARBON MATERIALS & CHEMICALS PTY LTD
MAYFIELD PLANT

POSITION DESCRIPTION

POSITION:	FITTER WELDER LEVEL 1
SECTION:	MAINTENANCE
REPORTS TO:	MAINTENANCE FOREMAN
NUMBER IN POSITION:	OPEN

1. QUALIFICATIONS

1.1 Trades Certificate in:

- a) Fitting and Machining, or
- b) Metal Fabrication and Welding

1.2 Motor Vehicle Driver's Licence Class 1A

2. TRAINING – Has successfully completed the following:

2.1 On the Job

- a) Koppers Carbon Materials & Chemicals Pty Ltd Induction
- b) Plant Safety
- c) Hazard Awareness
- d) Environmental Awareness
- e) Basic Firefighting

2.2 Task Training

- a) Fitting Experience
- b) Turning Experience
- c) Welding Experience
- d) Steam Traps/Tracing Maintenance
- e) Centrifugal Pumps Maintenance
- f) Positive Displacement Pumps Maintenance
- g) Vacuum Pumps Maintenance
- h) Valve Maintenance
- i) Conveying Equipment Maintenance
- j) Pipework Maintenance

3. POSITION SUMMARY

Carry out mechanical maintenance in the Mayfield plant to the level of training under guidance of supervision or area specialists.

4. FUNCTIONS

- a) Work to the full extent of skills and training, including skills attained and training given towards progression to higher levels.
- b) Repair, replace and service mechanical equipment.
- c) Carry out preventative maintenance, including inspection and lubrication of equipment.
- d) Maintain personal tools and equipment.
- e) Check spares and materials for suitability and purpose.
- f) Perform housekeeping duties.
- g) Assist in electrical and production functions.
- h) Apply hazard awareness skills.
- i) Apply environmental awareness skills.
- j) Apply basic firefighting skills.
- k) Report non conformance of equipment, malfunctions and, where reasonable, take corrective action.
- l) Work with area specialist to gain equipment and plant knowledge.

5. PROGRESSION

Should progress to Fitter Welder Level 2 within three years.

KOPPERS CARBON MATERIALS & CHEMICALS PTY LTD
MAYFIELD PLANT

POSITION DESCRIPTION

POSITION:	FITTER WELDER LEVEL 2
SECTION:	MAINTENANCE
REPORTS TO:	MAINTENANCE FOREMAN
NUMBER IN POSITION:	OPEN

1. QUALIFICATIONS

- 1.1 Minimum of 12 months experience as Fitter Welder Level 1.
- 1.2 Confined Space Training.
- 1.3 Current First Aid Certificate.

2. TRAINING – Has successfully completed the following:

2.1 On the Job

- a) Basic level coal tar products process knowledge
- b) Introduction to TQM concepts

2.2 Task Training

- a) Magnetic Drive Pumps Maintenance
- b) Compressors Maintenance
- c) Mechanical Seals Maintenance
- d) Pressure Vessels Maintenance
- e) Burner Equipment Maintenance

2.3 Certificates and Courses

- a) Successfully complete a recognised confined space course selected by the Company.
- b) Successfully complete a St. Johns First aid Course to gain a current First Aid Certificate.
- c) Participate in the Chemical Plant Operators' Skills TAFE course organised by the Company.

3. POSITION SUMMARY

Carry out mechanical maintenance in the Mayfield plant to the level of training under guidance of supervision or area specialists.

4. FUNCTIONS

- a) Carry out functions of Fitter Welder Level 1.
- b) Apply 'working in confined spaces skills' as required.
- c) Apply first aid skills as needed.
- d) Apply basic TQM skills.

5. PROGRESSION

Should progress to Fitter Welder Level 3 within three years.

KOPPERS CARBON MATERIALS & CHEMICALS PTY LTD
MAYFIELD PLANT

POSITION DESCRIPTION

POSITION:	FITTER WELDER LEVEL 3
SECTION:	MAINTENANCE
REPORTS TO:	MAINTENANCE FOREMAN
NUMBER IN POSITION:	OPEN

1. QUALIFICATIONS

- 1.1 Minimum of 12 months experience as Fitter Welder Level 2.
- 1.2 Complete Basic Rigging TAFE Course.
- 1.3 Fork Lift Certificate.
- 1.4 Current First Aid Certificate.

2. TRAINING – Has successfully completed the following:

2.1 On the Job

- a) Medium level coal tar products process knowledge
- b) Advanced to TQM concepts

2.2 Task Training

- a) First Fault Diagnostics
- b) Basic Maintenance Technology – Condition and Monitoring
- c) Basic Maintenance Concepts
- d) Basic Maintenance Planning and Organising
- e) Maintenance Safety Management

2.3 Certificates and Courses

- a) Complete a Basic Rigging TAFE Course.
- b) Obtain a Fork Lift Drivers' Certificate.
- c) Successfully complete two semesters of any of the following post trade courses selected by the Company:

- * Hydraulics 2
- * Pneumatics 2
- * Welding of Pressure Pipe Certificate 4
- * Pressure Welding

- d) Participate in the Chemical Plant Operators' Skills TAFE course organised by the Company.

3. POSITION SUMMARY

Carry out unsupervised mechanical maintenance in the Mayfield plant to the level of training, under guidance of supervision or area specialists.

4. FUNCTIONS

- a) Carry out functions of Fitter Welder Level 2.
- b) Carry out predictive maintenance.
- c) Use first fault diagnostic skills.
- d) Use Rigger Class 4 skills.
- e) Use hydraulics and pneumatic skills.
- f) Drive fork lift as necessary in maintenance functions.
- g) Use pressure welding skills.
- h) Plan, organise and supervise specific job tasks as directed by maintenance foreman.
- i) Generate maintenance reports and requests.
- j) Assist in writing standard operating procedures.

5. PROGRESSION

Should progress to Fitter Welder Level 4 within three years.

KOPPERS CARBON MATERIALS & CHEMICALS PTY LTD
MAYFIELD PLANT

POSITION DESCRIPTION

POSITION:	FITTER WELDER LEVEL 4
SECTION:	MAINTENANCE
REPORTS TO:	MAINTENANCE FOREMAN
NUMBER IN POSITION:	LIMITED TO 3

1. QUALIFICATIONS

- 1.1 Minimum of 12 months experience as Fitter Welder Level 3.
- 1.2 Current First Aid Certificate.
- 1.3 Complete Intermediate or Advanced Rigging TAFE Course.

2. TRAINING – Has successfully completed the following:

2.1 On the Job

- a) Advanced level coal tar products process knowledge.
- b) Planning maintenance systems operations.

2.2 Task Training

- a) TQM interaction in maintenance applications.
- b) Intermediate maintenance technology – condition and monitoring
- c) Intermediate maintenance concepts
- d) Intermediate maintenance planning and organising.

2.3 Certificates and Courses

- a) Successfully complete two semesters of any of the following post trade courses selected by the Company.

- * Hydraulics 2
- * Hydraulics 3
- * Pneumatics 2
- * Electro Fluid Power
- * Contract Engineering

- * Maintenance Engineering
- * Intermediate Rigging
- * Advanced Rigging
- * Welding of Pressure Pipe Certificate 7

b) Successfully complete the Chemical Plant Operators' Skills Certificate.

3. POSITION SUMMARY

Carry out unsupervised mechanical maintenance in the Mayfield Plant to the level of training, under guidance of supervision or area specialists.

4. TASK TRAINING

- a) Carry out functions of Fitter Welder Level 3.
- b) Apply TQM skills in maintenance.
- c) Use skills acquired from hydraulic course.
- d) Use skills acquired from fluid power course.
- e) Plan, organise and supervise specific job tasks, including supervision of contract jobs as directed by the maintenance foreman.
- f) Use contract engineering skills gained.
- g) Use maintenance engineering skills gained.
- h) Perform advanced inspection and fault finding with the aid of condition monitoring technology.
- i) Assist in the commissioning of new equipment.

5. PROGRESSION

May progress to Fitter Welder Level 5 within 3 years provided that a vacancy exists in the Level 5 position.

KOPPERS CARBON MATERIALS & CHEMICALS PTY LTD
MAYFIELD PLANT

POSITION DESCRIPTION

POSITION:	FITTER WELDER LEVEL 5
SECTION:	MAINTENANCE
REPORTS TO:	MAINTENANCE FOREMAN
NUMBER IN POSITION:	LIMITED TO 1

1. QUALIFICATIONS

- 1.1 Minimum of 12 months experience as Fitter Welder Level 4.
- 1.2 Current First Aid Certificate.

2. TRAINING – Has successfully completed the following:

2.1 On the Job

- a) Resource Scheduling
- b) Administrative Procedures

2.2 Task Training

- a) Industrial Relations
- b) Customer Relations – Internal and External
- c) Writing Contracts
- d) Supervising Contracts
- e) Cost Control
- f) Budgeting
- g) Advanced Maintenance Technology
- h) Advanced Maintenance Concepts
- i) Advanced Planning and Organising

2.3 Certificates and Courses

- a) Successfully complete two semesters of any of the following post trade courses selected by the Company.
 - * Advanced Welding Techniques
 - * Contract Engineering
 - * Maintenance Engineering

3. POSITION SUMMARY

Carry out unsupervised mechanical maintenance in the Mayfield Plant to the level of training, under guidance of supervision or area specialists.

4. TASK TRAINING

- a) Carry out all functions of Fitter Welder Level 4.
- b) Use skills acquired advanced welding course.
- c) Assist in maintenance budget and cost control as directed by maintenance foreman.
- d) Assist in planning, organising and supervising specific job tasks, including contract jobs as directed by the maintenance foreman.
- e) Use advanced maintenance concepts and technology skills for equipment fault finding and condition monitoring.
- f) Supervise in specialist areas as directed by maintenance foreman.
- g) Prepare specific maintenance reports as directed by the maintenance foreman.

5. PROGRESSION

Fitter Welder Level 5 is the top level Fitter Welder classification. Any progression would, therefore, be into a new field.

2. TRAINING – ELECTRICIAN/INSTRUMENT FITTER

The training matrix for the Electrician/Instrument Fitter classifications is enclosed together with the position descriptions for the five tier levels for this classification.

Notes:

- i) If the Company cannot offer the in house Chemical Plant Operators' skills TAFE course then the Company will further review the Electrical/Instrument Tradespersons' Training Matrix where the advancement of a tradesperson is limited by this course not being run.
- ii) If any item in the matrix is found to be unworkable then the Union concerned and the Company agree to discuss the issue and resolve the matter at any time during the term of the Agreement.

KOPPERS CARBON MATERIALS & CHEMICALS PTY LTD – MAYFIELD PLANT
ELECTRICAL/INSTRUMENT TRADESPERSON TRAINING MATRIX

Training	Level 1	Level 2	Level 3	Level 4	Level 5
On the Job	<ul style="list-style-type: none"> * <u>Plant Induction</u> * Plant Safety * Basic Training * Hazard Awareness * Environmental Awareness * Basic Firefighting 	<ul style="list-style-type: none"> * Basic Level Coal Tar Products Process Knowledge * TQM Concepts 	<ul style="list-style-type: none"> * Medium Level Coal Tar Products Process Knowledge * TQM Concepts 	<ul style="list-style-type: none"> * Advanced Level Coal Tar Products Process Knowledge * Planning Systems Operation 	<ul style="list-style-type: none"> * Resource Scheduling * Administrative Procedures
Internal	<ul style="list-style-type: none"> * Industrial Electrics * Industrial Lighting * Temperature Transmitters * Pneumatic Instrumentation * Control Valves * Pressure Transmitters * Burner Control Systems – Oil - Gas 	<ul style="list-style-type: none"> * High Voltage Switchgear * Transformers * Power Factor Correction Equipment * Electronic Instrumentation * Pressure Transmitters * Flow Transmitters * Temperature Transmitters * Level Meters * Capacitance Meters * Laboratory Instrumentation 	<ul style="list-style-type: none"> * First Fault Diagnostics * Basic Honeywell TDC System Mtce. # Operation # Communication # Trouble Shooting # Maintenance * PLC System Mtce. # Operation # Communication # Trouble Shooting # Maintenance * Safety Management 	<ul style="list-style-type: none"> * TQM Interaction * Adv. Honeywell TDC System Mtce. # Operation # Communication # Trouble Shooting # Maintenance * Mtce. Technology * Mtce. Concepts * Mtce. Planning and Organising 	<ul style="list-style-type: none"> * Industrial Relations * Customer Relations * Writing Contracts * Supervising Contracts * Cost Control * Budgeting * Advanced Mtce Technology * Advanced Mtce Concepts * Advanced Planning & Organising
External		<p><u>Successful completion of the following:</u></p> <ul style="list-style-type: none"> * Confined Space course * First Aid Certificate Course (include CPR) * Obtain the Building Services Corporation Qualified Supervisors Electrician Certificate (Electricians Licence) 	<p><u>Successful completion of the following:</u></p> <ul style="list-style-type: none"> * Company nominated Instrument Company Training Course * Basic Rigging TAFE Course * Fork Lift Certificate * Boiler Certificate 	<p><u>Successful 2 semester completion of the following post trade selected by the Company:</u></p> <ul style="list-style-type: none"> * Ind. Instrument * Applied Industrial Electronics * Electro Technology * Electronics and Communications * Computer Technology * Intermediate Rigging course * Advanced Rigging course 	<p>Successful 2 semester completion of the following post trade selected by the Company:</p> <ul style="list-style-type: none"> * Ind. Instrument * Applied Industrial Electronics * Electro Technology * Electronics and Communications * Computer Tech.

Note: If any item in the matrix is found to be unworkable then the Union concerned and the Company agree to discuss the issue and resolve the matter at any time during the term of the agreement.

KOPPERS CARBON MATERIALS & CHEMICALS PTY LTD
MAYFIELD PLANT

POSITION DESCRIPTION

POSITION:	ELECTRICIAN INSTRUMENT FITTER LEVEL 1
SECTION:	MAINTENANCE
REPORTS TO:	MAINTENANCE FOREMAN
NUMBER IN POSITION:	OPEN

1. QUALIFICATIONS

- 1.1 Electrical Trades Certificate
- 1.2 Motor Vehicle Driver's Licence Class 1A

2. TRAINING – Has successfully completed the following:

2.1 On the Job

- a) Koppers Carbon Materials & Chemicals Pty Ltd Induction
- b) Plant Safety
- c) Hazard Awareness
- d) Environmental Awareness
- e) Basic Firefighting

2.2 Task Training

- a) Industrial Electrics Maintenance
- b) Industrial Lighting Maintenance
- c) Temperature Transmitters Maintenance
- d) Pneumatic Instrumentation:
 - * Control Valves
 - * Pressure Transmitters
 - * Level Transmitters Maintenance
 - * Flow Transmitters Maintenance
 - * Controllers Maintenance
- e) Burner Control Systems (- Oil – Gas) Maintenance.

3. POSITION SUMMARY

Carry out electrical and instrument maintenance in the Mayfield plant to the level of training under guidance of supervision or area specialists.

4. FUNCTIONS

- a) Work to the full extent of skills and training, including skills attained and training given towards progression to higher levels.
- b) Repair, replace and service electrical and instrument equipment.
- c) Carry out preventative maintenance, including inspection and routine servicing of electrical and instrument equipment
- d) Maintain personal tools and equipment.
- e) Check spares and materials for suitability and purpose.
- f) Perform housekeeping duties.
- g) Assist in mechanical and production functions.
- h) Apply hazard awareness skills.
- i) Apply environmental awareness skills.
- j) Apply basic firefighting skills.
- k) Report non conformance of equipment, malfunctions and, where reasonable, take corrective action.
- l) Work in accordance with AS 3000 standards.
- m) Work with area specialists to gain equipment and plant knowledge.

5. PROGRESSION

Should progress to Electrician Instrument Fitter Level 2 within three years.

KOPPERS CARBON MATERIALS & CHEMICALS PTY LTD
MAYFIELD PLANT

POSITION DESCRIPTION

POSITION:	ELECTRICIAN INSTRUMENT FITTER LEVEL 2
SECTION:	MAINTENANCE
REPORTS TO:	MAINTENANCE FOREMAN
NUMBER IN POSITION:	OPEN

1. QUALIFICATIONS

- 1.1 Minimum of 12 months experience as Electrician Instrument Fitter Level 1
- 1.2 Building Services Corporation Qualified Supervisors Electrical Licence.

2. TRAINING – Has successfully completed the following:

2.1 On the Job

- a) Basic level coal tar products process knowledge
- b) Introduction to TQM concepts.

2.2 Task Training

- a) High Voltage Switchgear Maintenance
- b) Transformers Maintenance
- c) Power Factor Correction Equipment Maintenance
- d) Electronic Instrumentation:
 - * Pressure Transmitters Maintenance
 - * Level Transmitters Maintenance
 - * Flow Transmitters Maintenance
 - * Capacitance Meters Maintenance
 - * Temperature Transmitters Maintenance
- e) Laboratory Instrumentation Maintenance

2.3 Certificates and Courses

- a) Successfully complete a recognised confined space course selected by the Company.
- b) Successfully complete a St. Johns First Aid Course to gain a current First Aid Certificate.
- c) Participate in the Chemical Plant Operators' Skills TAFE course organised by the Company.

3. POSITION SUMMARY

Carry out electrical and instrument maintenance in the Mayfield plant to the level of training under guidance of supervision or area specialists.

4. FUNCTIONS

- a) Carry out all functions of Electrician Instrument Fitter Level 1.
- b) Apply 'working in confined spaces skills' as required.
- c) Apply first aid skills as needed.
- d) Apply basic TQM skills.

5. PROGRESSION

Should progress to Electrician Instrument Fitter Level 3 within three years.

KOPPERS CARBON MATERIALS & CHEMICALS PTY LTD
MAYFIELD PLANT

POSITION DESCRIPTION

POSITION:	ELECTRICIAN INSTRUMENT FITTER LEVEL 3
SECTION:	MAINTENANCE
REPORTS TO:	MAINTENANCE FOREMAN
NUMBER IN POSITION:	OPEN

1. QUALIFICATIONS

- 1.1 Minimum of 12 months experience as Electrician Instrument Fitter Level 2.
- 1.2 Current First Aid Certificate.
- 1.3 Basic Rigging TAFE Course.
- 1.4 Fork Lift Certificate.
- 1.5 Boiler Certificate.
- 1.6 Company nominated Instrument Company Training course.

2. TRAINING – Has successfully completed the following:

2.1 On the Job

- a) Medium level coal tar products process knowledge
- b) Advanced to TQM concepts

2.2 Task Training

- a) First Fault Diagnostics
- b) Basic Honeywell TDC system maintenance
- c) PLC system maintenance
- d) Maintenance safety management

2.3 Certificates and Courses

- a) Complete a Basic Rigging TAFE Course.
- b) Obtain a Fork Lift Drivers' Certificate.

- c) Obtain a Boiler Certificate.
- d) Complete a Company nominated Instrument Company Training course.
- e) Participate in the Chemical Plant Operators' Skills TAFE course organised by the Company.

3. POSITION SUMMARY

Carry out unsupervised electrical and instrument maintenance in the Mayfield plant to the level of training, under guidance of supervision or area specialists.

4. FUNCTIONS

- a) Carry out functions of Electrician Instrument Fitter Level 2.
- b) Carry out predictive maintenance.
- c) Use first fault diagnostic skills.
- d) Use Rigger Class 4 skills.
- e) Use Boiler Certificate skills in maintaining and tuning boilers.
- f) Drive fork lift, as necessary in electrician instrument maintenance functions.
- g) Use skills gained from Honeywell training course.
- h) Plan, organise and supervise specific job tasks as directed by maintenance foreman.
- i) Generate maintenance reports and requests.
- j) Assist in writing standard operating procedures.

5. PROGRESSION

May progress to Electrician Instrument Fitter Level 4 within 3 years provided that a vacancy exists in the Level 4 position.

KOPPERS CARBON MATERIALS & CHEMICALS PTY LTD
MAYFIELD PLANT

POSITION DESCRIPTION

POSITION:	ELECTRICIAN INSTRUMENT FITTER LEVEL 4
SECTION:	MAINTENANCE
REPORTS TO:	MAINTENANCE FOREMAN
NUMBER IN POSITION:	LIMITED TO 1

1. QUALIFICATIONS

- 1.1 Minimum of 12 months experience as Electrician Instrument Fitter Level 3.
- 1.2 Current First Aid Certificate.
- 1.3 Chemical Plant Operators Skills Certificate.
- 1.4 Complete an advanced Honeywell training course.
- 1.5 Complete Intermediate or Advanced Rigging TAFE Course.

2. TRAINING – Has successfully completed the following:

2.1 On the Job

- a) Advanced level coal tar products process knowledge.
- b) Planning maintenance systems operations.

2.2 Task Training

- a) Full maintenance of Honeywell TDC control computer system.
- b) Full maintenance of PLC systems.
- c) Maintenance technology
- d) Maintenance concepts
- e) Maintenance planning and organising

2.3 Certificates and Courses

- a) Successfully complete two semesters of any of the following post trade courses selected by the Company.
 - * Industrial Instrumentation
 - * Applied Industrial electronics
 - * Electro-Technology
 - * Electronics and Communications
 - * Computer Technology
 - * Intermediate Rigging Course
 - * Advanced Rigging Course

- b) Successfully complete the Chemical Plant Operators' Skills Certificate.

3. POSITION SUMMARY

Carry out unsupervised electrical and instrument maintenance in the Mayfield Plant to the level of training, under guidance of supervision or area specialists.

4. FUNCTIONS

- a) Carry out functions of Electrician Instrument Fitter Level 3.
- b) Use skills gained from advanced Honeywell training course.
- c) Plan, organise and supervise specific job tasks, including supervision of contract jobs as directed by the maintenance foreman.
- d) Use industrial instrumentation skills gained.
- e) Use electronics skills gained.
- f) Use computer technology skills gained.

5. PROGRESSION

May progress to Electrician Instrument Fitter Level 5 within 3 years provided that a vacancy exists in the Level 5 position.

KOPPERS CARBON MATERIALS & CHEMICALS PTY LTD
MAYFIELD PLANT

POSITION DESCRIPTION

POSITION:	ELECTRICIAN INSTRUMENT FITTER LEVEL 5
SECTION:	MAINTENANCE
REPORTS TO:	MAINTENANCE FOREMAN
NUMBER IN POSITION:	LIMITED TO 1

1. QUALIFICATIONS

- 1.1 Minimum of 12 months experience as Electrician Instrument Fitter Level 4.
- 1.2 Current First Aid Certificate.

2. TRAINING – Has successfully completed the following:

2.1 On the Job

- a) Resource Scheduling
- b) Administrative Procedures

2.2 Task Training

- a) Industrial Relations
- b) Customer Relations – Internal and External
- c) Writing Contracts
- d) Supervising Contracts
- e) Cost Control
- f) Budgeting
- g) Advanced Maintenance Technology
- h) Advanced Maintenance Concepts
- i) Advanced Planning and Organising

2.3 Certificates and Courses

Successfully complete two semesters of any of the following post trade courses selected by the Company.

- * Industrial Instrumentation
- * Applied Industrial electronics
- * Electric Technology
- Electronics and Communications
- * Computer Technology
- * Contract Engineering
- * Maintenance Engineering

3. POSITION SUMMARY

Carry out unsupervised electrical and instrument maintenance in the Mayfield Plant to the level of training, under guidance of supervision or area specialists.

4. TASK TRAINING

- a) Carry out all functions of Electrician Instrument Fitter Level 4.
- b) Use skills acquired from advanced instrumentation, electronics and computer courses.
- c) Assist in maintenance budget and cost control as directed by maintenance foreman.
- d) Assist in planning, organising and supervising specific job tasks, including contract jobs as directed by the maintenance foreman.
- e) Use advanced maintenance concepts and technology skills for equipment fault finding and condition monitoring.
- f) Supervise in specialist areas as directed by maintenance foreman.
- g) Prepare specific maintenance reports as directed by the maintenance foreman.

5. PROGRESSION

Electrician Instrument Fitter Level 5 is the top level Electrician Instrument Fitter classification. Any progression would, therefore, be into a new field.

**12 hour Shift Roster Proposal
for Plant Operators only**

The Company will proceed to the introduction of a 12 hour shift roster the on following conditions:

1. The 12 hour shift roster only applies to plant operators.
2. Acceptance is required from the majority of the operators before commencement of the trial. A list is to be provided to the Company signed off by each of the operators.
3. The trial will be for a duration of 6 months from the date of commencement.
4. At the end of the 6 month trial the employees, their union representatives & the Company will meet to review the outcomes of the trial. The 12 hour shift roster will be adopted if there is substantial agreement on the acceptance of the roster system between all parties.
5. The overtime roster will be modified to suit the 12 hour shift roster.
6. There must be sufficient current operator personnel available for normal duties to fill the proposed 12 hour shift roster, before commencement of the trial can occur.

The following conditions will apply for the life of the 12 hour shift roster system.

1. For ship loading/unloading operations:
 - Whenever possible, manning of the shipping operations will be sourced from the rostered shift that is currently working.
 - The Company will roster additional personnel required for the ships from the overtime roster list.
Note: Operators rostered on plant operations at the time of shipping operations will be ineligible from the overtime roster for the ships.
 - If a change of rostered personnel is required, then the operators are required to arrange a replacement themselves & advise the Company of the arrangements 24 hours before the commencement of the shift in question.
 - If there is a breakdown in this system & the Company has to arrange a replacement, then the following will apply:
 - In the 1st instance, a warning will be given to the operators.
 - In the 2nd instance, the 12 hour shift roster system will be abandoned.
 - Day shift workers not working the 12 hour roster system will only be eligible for weekend shifts on the ships, because no one can be rostered for more than 16 hours continuous work.
 - 24 hours continuous work will not be rostered.
 - Part shifts will apply depending on the start & finish times of shipping operations. A minimum shift of 4 hours will apply.
2. For all plant operations, including shipping operations:
 - If any incident occurs on the plant or on the shipping operations which is attributable in whole or in part to the working of extended hours i.e. 12 hour shifts, then the following will apply:
 - In the 1st instance, a warning will be given to the operators collectively.
 - In the 2nd instance, the 12 hour shift roster system will be abandoned.
3. The Company reserves its right to apply additional conditions to the 12 hour shift roster.

APPENDIX 3

Commitment to Ongoing Business Improvement

It is acknowledged and agreed that the wages and conditions enjoyed by Koppers employees, including the gains from this agreement, are only afforded by ongoing competitiveness of the Mayfield Operation.

Employees, employers and unions parties to this agreement commit to co-operatively and expeditiously pursue workplace change necessary for ensuring Koppers meets its obligation to customers, the integrity of the assets, the responsibility of health, safety and environmental issues. Such changes will be within and consistent with the principles of fair treatment and consultation.

Such changes may include but not limited to:

- Work practices and manning levels
- Introduction of new technology
- Classification structures and training
- The promotion of an effective team work culture
- External training to promote team work and co-operation

Plant Operators, Day Labourers, Truck Driver & Maintenance Responsibility

Safety and Environment

To take an active role in safety management on site and achieve site safety goals. This will be achieved by:

- Ensuring that site safety standards and procedures are adhered to by all personnel on site;
- Stopping any work on site that is not being conducted safely;
- Conducting routine audits of tasks and activities;
- Addressing any hazards reported or found on site;
- Reporting and being involved in the investigation of any incidents and accidents;
- Participating in regular toolbox meetings to communicate important safety, health & environmental information;
- During emergency situations, assist the Shift Foreman who is the designated responsible person on site in emergency situations as per the Company's Emergency Procedures.
- Ensure that the team performs housekeeping and the workplace is kept safe and tidy;
- Ensure safety checklists are performed.

Ensure that the plant operates within the DEC NSW licence at all times and that any incidents or breaches are reported immediately.

Build on mutual respect with recognition of each parties responsibilities and contribution to the end product.

Plant Operators, Day Labourers & Truck Driver Responsibility

Plant Operator

- Undertake the duties of a Plant Operator as required to meet the needs of the business as described in the Shift Plant Operator Position Descriptions.

Day Labourers

- Undertake the duties of a Day Labourers as required to meet the needs of the business as described in the Day Labourer Position Descriptions.

Truck Driver

- Undertake the duties of a Truck Driver as required to meet the needs of the business as described in the Truck Driver Position Description.

Performance Component

Operators

The parties to this agreement will work together to ensure all work practices are in line with standard operating procedures and to the standard of their training skill and responsibility. Performance will be linked to the core competencies of the classification and/or the job requirements.

Any failure to follow the standards set out in each operating classification will be subject to an immediate review so as to ensure any errors or omissions are not repeated. Identified failures will be published amongst the teams.

It is agreed, following the investigation an N.C.R. and an associated CAR will be issued.

Performance Component Deductions 0.1%

The company will deduct 0.1% from the productivity component for each N.C.R. generated only if the failure is directly attributable to the operator. Failures attributed to equipment breakdowns or failures that occurred even though the SOP was followed will not be included in the deductions.

Process

Examples of some operating tasks in which failure would result in a performance component deduction include but are not limited to:

1. Blocked lines;
2. Tank overflows;
3. Incorrect quantities pumped / transferred;
4. Naphthalene product tank out of specification;
5. Pitch product tank being out of specification;
6. Creosote batch rendered unsuitable for sale;
7. Valves left in incorrect position;
8. Product transferred to wrong tank;
9. Wrong product loaded onto truck;
10. Failing to identify and change leaking pumps during the shift.

A full investigation, in accordance with the following Procedure will follow any operating failures.

Investigation Procedures

The NCR/CAR procedure incorporated in the Company's accreditation to ISO9001 & ISO14001 will be utilised.

- (i) The employee shall be interviewed and asked for any reasons or explanations and be given every opportunity to explain his or her actions contributing to the breach of S.O.P.;
- (ii) Any other person with knowledge likely to assist with the investigation shall be interviewed to ascertain the relevant facts of the incident;

- (iii) Once the investigation is complete, the supervisor or his nominee shall inform the employee of the outcome of the investigation;
- (iv) Should the employee dispute the outcome they will lodge an industrial report form as per the disputes procedure.

Once the facts have been established the cause of the failure will be circulated by way of toolbox meeting across all shifts.

Should any failure to conform with the S.O.P. be identified as outside the operators' control of due to faulty equipment, the company will fix such equipment as a matter of urgency.

Maintenance Guidelines

Fitter Welders & Electrician/Instrument Fitters

- Undertake the duties of a Fitter Welder as required to meet the needs of the business as described in the Fitter Welder Position Descriptions.
- Undertake the duties of an Electrician/Instrument Fitter as required to meet the needs of the business as described in the Electrician/Instrument Fitter Position Descriptions.

All maintenance employees will work to their highest ability in line with their designated trades group. The maintenance commitment is to ensure all repairs and maintenance will be done with a high standard of workmanship on time within budget.

It is the goal of the maintenance Employees to limit the need to engage contractors in repairs and maintenance to plant and equipment. In achieving this goal, maintenance employees will attend to call ins & work overtime wherever practicable as per the conditions of employment & the requirements of the industry.

Roles and Responsibilities

- Maintain process equipment and all ancillary equipment to produce high quality product;
- Conduct preventative maintenance activities in line with the scheduled maintenance systems, provide input and feedback on systems, and revise systems as required;
- Perform housekeeping and cleaning functions to maintain the workshop and surrounds to a high standard, and to leave all work areas in a safe and tidy condition;
- Maintain maintenance equipment and tools in line with statutory requirements;
- Advise supervision of any parts that are in stock but not correctly cross-referenced in the stores computer catalogue or any shortages of parts they become aware of;
- Assist maintenance foreman & plant engineers as required in the performance of maintenance, capital and project work;
- Prepare breakdown records as required;
- Record all necessary relevant information on work orders for entry into maintenance management systems;
- Any functions that are currently contracted out to become part of routine duties as opportunities and training allow;

- Assist operations personnel with on the job instruction in minor maintenance and shared tasks.

It is agreed that time be made available for fitter welders and instrument fitter/electricians to be involved in any maintenance improvement program.

Performance Component

Maintenance Team

The parties to this agreement will work together to ensure all work practices are in line with standard operating procedures and to the standard of their training skill and responsibility. Performance will be linked to the core competencies of the trade and/or the job requirements.

Any failure to follow the standards set out above will be subject to an immediate review so as to ensure any errors or omissions are not repeated. Identified failures will be published amongst the teams.

It is agreed, following the investigation an N.C.R. and an associated CAR will be issued.

Performance Component Deductions 0.1%

The company will deduct 0.1% from the productivity component for each N.C.R. generated only if the failure is directly attributable to the member of the maintenance team. Failures attributed to equipment breakdowns or failures that occurred even though the SOP was followed will not be included in the deductions.

Examples of some maintenance tasks where failure would result in a non-performance deduction include but are not limited to:

Jobs Left Unsafe or Environmental Risk

1. Loose bolts on flanges etc;
2. Valves left isolated on steam or instrument air;
3. Switches left off;
4. Connections not terminated;
5. Equipment installed incorrectly;
6. Poor trades practices;
7. Pumps not mechanically completed;
8. Failure to work to the standard of a qualified tradesmen;
9. Failure of maintenance to complete an assigned task because of unproductive time spent on or off the job;
10. Maintenance leaving parts, insulation etc. lying around a job site after completion.

Any issues that arise in relationship to poor trade practices will be highlighted and discussed with the team with a view to eliminate any repeats.

Investigation Procedures

See above under Plant Operator Responsibility.

House Keeping

It is the responsibility of all employees to ensure all work areas are left in a safe and reasonable manner in line with the company's Occupational Health and Safety policy.

Productivity

Maintenance and production teams will work within the spread of hours within the agreement and the designated meal times, the teams may defer standard meal times if required to work on a job that is of an urgent nature to ensure the smooth running of the plant.

- Production operators on a hot seat change over must be on the job and completed the change over of information before the team mate they relieve can leave the plant.

Outgoing Operators may not leave the site until such time as the minimum needs of the following shift have been met i.e. one 1st operator, one 2nd operator & 3rd shift operators as rostered up to a maximum of two.

All departing operators are to leave the site as a group & are to report to the shift supervisor before departing the plant site.

The company reserves the right to review this agreement should the plants integrity or the company's occupational health and safety policy be jeopardised.

- Maintenance employees will work in areas at the direction maintenance foreman and not spend unproductive time in other parts of the plant. Should maintenance employees be required to attend other areas of the plant, the team leader or team member will be advised when practicable.

Team Work

Teams will include the nominated Company Supervisors. It is the responsibility of the Company Supervisors to nominate the priorities for the teams that are required by the Company to meet the operational & performance goals.

The maintenance team will work to ensure;

- (a) Exchange of skills & responsibility;
- (b) Accountability to team;
- (c) Promote team mission to support each member.

The team members are required to understand & accept the responsibilities of O.H. & S., Environmental and Operational & Performance requirements associated with their nominated role.

Safe Working Culture

The parties recognise workplace injuries and accidents is a major cost to:

- (a) The recipient of the injury;
- (b) The company's workers compensation policy.

The parties will actively promote a safe working culture with a focus on reducing the MTR incidents.

The parties to this agreement support the company's policy to reduce medical treatment incidents through safe working practices across all sites and acknowledge the performance KPI's at Mayfield is 0.1% if the MTR goal is not achieved.

Proposed Wages Outcome Total including Performance Component
4.25% per year

Performance Component
1.25%

Major Deductions

0.2% If an Environmental incident is due to failure to follow S.O.P.'s. resulting in a N.C.R. being issued.

0.2% for failure to report a near miss incident. (All employees to receive a copy of company's policy on near miss incidents).