

# ENTERPRISE AGREEMENT

NO. EA 98/224  
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DATE REGISTERED 11-6-98  
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PRICE \$ 32  
.....

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA98/224**

**TITLE:      Flyash Industry Enterprise Agreement 1998**

**I.R.C. NO: 98/2860**

**DATE APPROVED/COMMENCEMENT:** Approved 11 June 1998 and commenced first full pay period on or after 11 June 1998

**TERM:**            12 months

**NEW AGREEMENT OR  
VARIATION:**                      New



**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:**      16

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:**      Applies to all employees of the company employed in the classifications set out in the agreement at the company's premises at Eraring and Mount Piper .

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

# **FLYASH INDUSTRY ENTERPRISE AGREEMENT - 1998**

## **1. ARRANGEMENT**

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## **2. INCIDENCE AND PARTIES BOUND**

- (a) **The Parties:** This Agreement is entered into and is binding on Flyash Australia Pty Limited and The Australian Workers' Union, New South Wales on behalf of all employees employed in the classifications set out in this Agreement.
- (b) **The Enterprise:** The enterprises for which the Agreement has application are the following:
  - (i) **FLYASH AUSTRALIA PTY LTD** operating from the premises located at ERARING.

- (ii) FLYASH AUSTRALIA PTY LTD operating from the premises located at MT. PIPER.

### 3. TERMS OF AGREEMENT

This Agreement shall take effect from the first full pay period to commence on or after the date of approval and shall remain in force for a period of 12 months.

### 4. PURPOSE OF AGREEMENT

The purpose of this agreement is to set up appropriate conditions of employment for employees that are complimentary to the size of the company and to its overall operation allowing for increased efficiency in return for increased wages.

### 5. DURESS

This Agreement has not been entered into under any duress.



### 6. CLASSIFICATIONS, RATES OF PAY AND ALLOWANCES

Skill Definitions as detailed in Annexure 1 and the rates of pay therefore are:

- (a) The parties acknowledge that the following rates have been paid from the first pay period commencing on or after 1 October, 1997:

<u>Classification</u>	<u>Rate per Week</u>
Level 1	\$505.15
Level 2	\$545.71
Level 3	\$568.88
Level 3 + Team Leader Allowance	\$588.88
Level 4	\$586.26
Level 4 + Team Leader Allowance	\$606.26
Level 5	\$609.43
Level 5 + Team Leader Allowance	\$629.43

- (b) Employees under 18 years of age will receive 80% of the level One Rate.

- (c) Allowances

- (i) Industry Allowance - An industry allowance is incorporated into the nominated pay rates.

- (ii) Laundry Allowance - A laundry allowance of \$5.10 per week shall be paid.
- (iii) First Aid Allowance - A First Aid allowance of \$9.00 per week shall be paid from the first pay period commencing on or after 1 October, 1997 to all employees with a suitable and current first aid certificate.

## 7. PAYMENT OF WAGES

Wages shall be paid by electronic funds transfer.



## 8. LOADING OF TRUCKS - MOUNT PIPER

- (i) Truck drivers at Mount Piper shall be responsible for loading their own trucks at times when the plant is unmanned.
- (ii) Mount Piper plant operator(s) shall process and prepare for despatch scheduled loads for collection out of shift hours.

## 9. HOURS OF WORK

### (i) Day Workers

The ordinary working hours of day workers shall be 152 per 4 week cycle to be worked in not more than 19 days Monday to Friday inclusive between the hours of 6.00am and 6.00pm or such times as may be arranged by mutual agreement between the Company and the employee; provided that the hours of work shall be continuous except for a meal break.

### (ii) Shift Workers

- (a) The average ordinary working hours of shift workers shall not exceed:-

- 8 during any day; or
- 38 per week; or
- 76 in 14 consecutive days; or
- 114 in 21 consecutive days; or
- 152 in 28 consecutive days.

- (b) Thirty minutes shall be allowed each shift for crib which shall be counted as time worked.
- (c) where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between employer and the majority of employees concerned in the plant.

- (iii) Notwithstanding (i) and (ii) RDO's may be taken at a time mutually agreed between the employee concerned and the employer.

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## 10. SHIFT WORK

- (i) Afternoon shift is any shift commencing after 12.00 midday and before or at 6.00pm.
- (ii) Night shift is any shift commencing after 6.00pm and before or at 12.00 midnight.
- (iii) Persons engaged on Afternoon or Night Shift shall be paid an additional 20% of their ordinary rate of pay.

## 11. OVERTIME

- (i) All time worked in excess of or outside ordinary working hours and times prescribed in this agreement, shall be paid at the rate of time and one half for the first two hours and double time thereafter provided that all overtime worked on a Sunday shall be paid at double time. The calculation of all such overtime shall be on the basis of each complete unbroken period of overtime.
- (ii) For day workers a recognised meal break of 30 minutes shall be taken each day. Such employees called upon to work during their recognised meal break shall be paid at overtime rates for all time worked until they receive a meal break of the usual period; provided that where for special reasons, it is necessary to alter the time of the recognised meal break, employees may be called upon to work at ordinary rates for a period not exceeding 30 minutes from the commencement of the recognised meal break; provided further that they receive the equivalent meal time.


These provisions may be varied by agreement between the employer and the majority of employees concerned to suit work requirements, provided that employees shall not work continuously for more than 6 hours without a meal break.

- (iii) When overtime is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work on successive days. An employee who works so much overtime between the termination of his or her ordinary work on one day and the commencement of his or her ordinary work on the next day that he or she has not had at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after pay for ordinary working time occurring during such absence.

If, on the instructions of the employer, such employee resumes or continues work without having had such ten consecutive hours off duty, he or she shall be paid at double rates until he or she is released from duty for such period and he or she shall then be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time during such absence.

The provisions of this sub-clause shall apply in the case of shift workers as if eight hours were substituted for ten when overtime is worked.

## 12. MEAL MONEY

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- (i) Any employee required to work overtime for more than one and one half hours after the ordinary ceasing time without having been notified before leaving his or her work on the previous day or shift that he or she would be required to work overtime shall be paid the sum of \$7.30 and if the work extends into a second or subsequent break shall again be paid the sum of \$7.30.
- (ii) If an employee, pursuant to notice, has provided a meal or meals and is not required to work overtime the employee shall be paid as prescribed by sub-clause (i).

## 13. HOLIDAYS

- (i) Payment, to the amount which ordinarily would have been paid had the day been a working day, shall be made for the following days:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Labour Day and any other gazetted holidays. In addition to the above holidays an additional day shall be granted and taken on the first Monday in December each year or as otherwise agreed.

This provision for payment does not apply to a shift worker who is rostered on for duty on a holiday and fails to report, or employees absent without leave or reasonable excuse on the working day preceding or the working day succeeding a holiday.

- (ii) Time worked on holidays shall be paid for at double time and one half the ordinary rate of pay.

## 14. SICK LEAVE

- (i) An employee who, after not less than three months' continuous service in his current employment is unable to attend for duty during his or her ordinary working hours by reason of personal illness or personal incapacity not due to his or her own serious and wilful misconduct, shall be entitled to be paid at ordinary time rate 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 or she is entitled to workers' compensation.
  - (b) He or she shall as soon as is reasonably practicable or within eight hours of the commencement of such absence inform his or her employer or his or her representative of his or her 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) He or she shall prove to the satisfaction of his or her employer (or in the event of a dispute the Industrial Relations Commission of New South Wales) that he or 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.
  - (d) Subject to the provisions of paragraph (e) hereunder an employee shall be entitled in each year of continuous service to sick pay for a maximum period of 10 days.
  - (e) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer whether under this or any other award, subject to the conditions prescribed by this clause, in a subsequent year of continuous employment.
  - (f) Any accumulated sick leave in excess of 25 days is to be paid out on the employee's anniversary date.
  - (g) For the purpose of this clause continuous service shall be deemed not to have been broken by:
    - (1) any absence from work on leave granted by the employer; or
    - (2) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee);
    - (3) provided that any time so lost shall not be taken into account in computing the qualifying period of three months.



## **15. BEREAVEMENT LEAVE**

An employee shall be entitled to two (2) days' leave without loss of pay on each occasion of the death of the employee's wife, husband, father, mother, brother, sister or child. Proof of such death shall be furnished by the employee to the satisfaction of the employer. Provided however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

Each case of bereavement will be dealt with on its merits by the employer and should an employee require further consideration than that provided for above, application should be made to the relevant Manager.

## **16. ANNUAL LEAVE**

- (i) Annual Leave shall be given and taken in accordance with the Annual Holidays Act, 1944, as amended.
- (ii) In addition to the provisions of (i) of this clause, employees proceeding on annual leave shall receive an Annual Leave Loading of 17½ per cent of the ordinary rate of pay.

## **17. LONG SERVICE LEAVE**

Long Service Leave will be in accordance with the Long Service Leave Act, 1955, as amended.

## **18. JURY SERVICE**

An employee required to attend for jury service:

- (i) during his or her ordinary working hours, or
- (ii) 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 that shift or afternoon shift as the case may be; shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.



An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the employee shall give his or her employer proof of this attendance, the duration of such attendance and the amount received in respect of such jury service.

## 19. CONTRACT OF EMPLOYMENT

- (i) Subject as provided elsewhere in this Agreement, employment shall be on a weekly basis.
- (ii) Employment for the first two weeks of service shall be from day to day at the weekly rate fixed.
- (iii) Employment shall be terminated by a week's notice on either side or by the payment of forfeiture of a week's wages as the case may be. This shall not affect the employer's right to dismiss any employee without notice for misconduct and in such cases wages shall be paid up at to the time of dismissal only.
- (iv) An employee not attending for duty, except as provided by Clause 9, shall not be paid for the actual time of such non-attendance.
- (v) Provision shall exist for the engaging of casual employees to supplement the regular workforce. A casual employee is defined as an employee engaged on an hourly basis for a minimum period of four hours. A casual employee shall be paid per hour one thirty-eighth of the weekly rate prescribed by this Agreement plus a loading of 15%.
- (vi) Part-time employees may be employed under the following terms:
  - (a) The spread of ordinary working hours shall be the same as those prescribed for weekly employees.
  - (b) A part-time employee means an employee who is engaged to work a specified number of hours per week, not less than nineteen hours per week.
  - (c) Such employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rate prescribed by the Agreement for work which the employee performs.

All other provisions of this Agreement, where applicable, shall apply to part-time employees in the same ratio as their ordinary hours of work to 38 hours per week.

- (d) A part-time employee who works beyond the hours specified by subclause (b) above shall be paid overtime in accordance with Clause 6 of this Agreement.
- (vii) any traineeship shall be reviewed at a period of no longer than three months from commencement of employment.

## 20. DISPUTES PROCEDURE



- (i) The purpose of this provision is to seek to eliminate disputes which result in stoppages, bans or limitations, especially those in the nature of a "protest", and it is agreed that the parties to this Agreement shall confer in good faith with a view to resolving the matter by direct negotiation and consultation to enable claims, issues and disputes to be progressed while work proceeds normally.
- (ii) Subject to the provisions of the Industrial Relations Act, 1996 as amended, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:
  - (a) Whilst this procedure is being followed work shall continue normally in accordance with current custom or practice. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.
  - (b) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee or employees and the supervisor.
  - (c) If the matter is not resolved at this level the matter will be further discussed between the union delegates and Management. The Company's industrial relations representative and relevant union organiser are to be notified.
  - (d) If the matter is still not satisfactorily resolved the relevant union organiser and union delegate will discuss the matter with the Company's industrial relations representatives.
  - (e) Should the matter still not be resolved it will be referred by the parties to the Industrial Relations Commission of New South Wales for settlement.



## **21. ENTERPRISE ARRANGEMENTS**

### **A. Parties**

- (a) As part of the Structural Efficiency Principle and as an ongoing process, improvements in productivity and efficiency, discussion should take place at an enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultation mechanisms across the workplace to all employees in an enterprise and consideration of a single bargaining unit in all multi-union agreement workplaces. Union delegates at the place of work may be involved in such discussions.
- (b) The terms of any proposed genuine arrangement reached between an employer and employee(s) in any enterprise shall, after due processing, substitute for the provisions of this Award to the extent that they are contrary provided that:
  - (i) A majority of employees affected genuinely agree.
  - (ii) Such arrangement is consistent with the current State Wage Case principles.
- (c)
  - (i) Before any arrangement requiring variation to this agreement is signed and processed in accordance with subclause B, details of such arrangements shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member. A union or an employer association may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements including the reasons for such objection.
  - (ii) when an objection is raised, the parties are to confer in an effort to resolve the issue.

### **B. Procedures to be followed**

Such enterprise arrangements shall be processed as follows:

- (a) All employees will be provided with the current Agreement.
- (b)
  - (i) Where an arrangement is agreed between the employer and the employees or their authorised representative at an enterprise, such arrangement shall be committed to writing.

Where the arrangement is agreed between the employer and an absolute majority of permanent employees under this Agreement at an enterprise, such arrangement shall be committed to writing.

- (ii) The authorised representative of employees at an enterprise may be the delegate, or official of the relevant union if requested to be involved by the majority of employees at the establishment.
- (c) The arrangement shall be signed by the employer, or the employer's duly authorised representative, and the employees, or their authorised representative with whom agreement was reached.
- (d) Where an arrangement is objected to in accordance with Clause A(c)(i) and the objection is not resolved, an employer may make application to the Industrial Relations Commission to vary this Agreement to give effect to the arrangement.
- (e) The union and/or employer association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.
- (f) If no party objects to the arrangement, then a consent application shall be made to the Industrial Relations Commission to have the arrangement approved and this Agreement varied in the manner specified in paragraph (g).

Such applications are to be processed in accordance with the appropriate State Wage Case principles.

- (g) Where an arrangement is approved by the Industrial Relations Commission and the arrangement is contrary to any provisions of this Agreement, then the name of the enterprise to which the arrangement applies, the date of operation of the arrangement, the Agreement provisions from which the said enterprise is exempt, and the alternative provisions which are to apply in lieu of such Agreement provisions (or reference to such alternative provisions), shall be set out in a schedule to the Agreement.
- (h) Such arrangement when approved shall be displayed on a notice board at each enterprise affected.
- (i) No existing employee shall suffer a reduction in entitlement to earnings for working ordinary hours of work as a result of any Agreement changes made as part of the implementation of the arrangement.



### 22. LABOUR FLEXIBILITY

For the purpose of increasing productivity and flexibility as well as enhancing career opportunities for employees it is agreed that employees may perform a wider range of duties within their training and competence.


### 23. REDUNDANCY

The rights of the parties are not settled by this Agreement.

### 24. SIGNATORIES TO ENTERPRISE AGREEMENT

Signed and sealed for an on behalf  
of The Australian Workers' Union,  
New South Wales



Witnessed by 

Date 1.6.98



Signed and sealed for an on behalf  
FLYASH AUSTRALIA PTY LIMITED



Witnessed by 

Date 2/6/98

"Annexure 1"

SKILL LEVELS AND DEFINITIONS

ERARING WYEE AND MOUNT PIPER SITES

<b>1. Administration</b>	<b>Level</b>
1.1 Complete daily summary of sales, production reports and maintenance reports.	3
1.2 Complete statistical analysis on quantity test data.	3
1.3 Complete weekly time sheets, organise annual leave, R.D.O.'s	2
1.4 Control site petty cash and submit receipts for reimbursement of petty cash.	2
1.5 Order consumables as required.	2
1.6 Maintain communications with Pacific Power staff for day to day operations.	1
1.7 Determine work to be done and arrange by priority	2
1.8 Determine stock levels for spare maintenance parts and order replacement parts as required.	3
<b>2. Maintenance</b>	
1.2 Use hand held tools as required	1
2.2 Remove and replace butterfly valves (250 mm diameter and below) and actuators	2
2.3 Remove and replace solenoid valves	2
2.4 Assist maintenance staff as required	1
2.5 Perform minor welding tasks to level of competence	3



2.6	Dismantle, repair and re-assemble rotary valves	3
2.7	Remove and replace pipework	2
2.8	Prepare and paint plant as required	1
2.9	Clean mechanical components	1
2.10	Analyse plant functions to determine faults	3
2.11	Monitor P.L.C. functions and make minor program changes	2
<b>3.</b>	<b><u>Operating</u></b>	
3.1	Load pneumatic and open trucks weigh and issue delivery docket and complete daily load out sheet	2
3.2	Operate and monitor fly ash conveying plant	2
3.3	Operate and monitor blending plant	3
3.4	Operate and monitor classification processing equipment	3
3.5	Operate slurry systems to reject oversize material	2
3.6	Monitor and control storage silos	1
3.7	Perform routine quality control tests	1
3.8	Calibrate laboratory equipment	2
3.9	Perform advanced test procedures	3
3.10	Operate plant to load rail wagons	2
3.11	Determine tonnage required and arrange transport to fill terminal silos	1
3.12	Perform various outdoor duties including lawn mowing, gardening and general clean up	1
3.13	Clean and tidy offices and amenities	1





**CLASSIFICATIONS**

1. Trainee Plant Operator
2. Plant Operator
3. Plant Operator with skills base training
4. Senior Plant Operator
5. Senior Plant Operator with skills base training



**SKILLS REQUIRED FOR CLASSIFICATIONS**

1. Trainee Plant Operator  
Not applicable

2. Plant Operator

		<b>Number Required</b>
1.0	Administration Skills	
	Level 1	1
	Level 2	Nil
	Level 3	Nil
2.0	Maintenance Skills	
	Level 1	4
	Level 2	4
	Level 3	2
3.0	Operating Skills	
	Level 1	5
	Level 2	3
	Level 3	3

3. Plant Operator with Maintenance Skills

As Plant Operator but with recognised Trade Maintenance Certificate

4. Senior Operator

1.0	Administration Skills	
	Level 1	1
	Level 2	3
	Level 3	3
2.0	Maintenance Skills	
	Level 1	4
	Level 2	4
	Level 3	2

<b>3.0</b>	<b>Operating Skills</b>	<b>Level 1</b>	<b>5</b>
		<b>Level 2</b>	<b>3</b>
		<b>Level 3</b>	<b>4</b>
<b>5.</b>	<b>Senior Plant Operator with Maintenance Skills</b>		
	<b>As Senior Plant Operator but with recognised Trade Maintenance Certificate</b>		

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