

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/168

**TITLE: Australian Cement Holdings Pty Ltd, Kandos Enterprise
Development Agreement 2002**

I.R.C. NO: IRC3/3164

DATE APPROVED/COMMENCEMENT: 21 July 2003

TERM: 6

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/23

GAZETTAL REFERENCE: 10 October 2003

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of Australian Cement who are engaged in or in connection with the manufacture and distribution of cement and cementitious products at the Company's operations at Kandos, who fall within the coverage of the Cement Industry (State) Award.

PARTIES: Australian Cement Holdings Pty Limited -&- the Australian Workers Union (NSW), Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union, Electrical Trades Union (NSW Branch)

Enterprise Development Agreement Kandos 2002

Title

This Agreement shall be known as the Australian Cement Holdings Pty Ltd, Kandos Enterprise Development Agreement, 2002

Arrangement

Clause No. Subject Matter

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**PART A
AGREEMENT FORMALITIES****1. Application and Incidence of Agreement**

This Agreement shall apply to all employees of Australian Cement Holdings Pty Limited (referred to in this Agreement as the "Company", "Australian Cement" or "Australian Cement Kandos") who are engaged in or in connection with the manufacture and distribution of cement and cementitious products at the Company's operations at Kandos and who fall within scope and incidence of the Cement Industry (State) Award.

2. Parties Bound

This Agreement applies to and is binding on:

- Australian Cement Kandos;
- The Australian Workers' Union, New South Wales;
- Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union, New South Wales Branch;
- Electrical Trades Union of Australia, New South Wales Branch; and
- all employees of Australian Cement who are engaged in or in connection with the manufacture and distribution of cement and cementitious products at the Company's operations at Kandos, whether or not a member of any of the above Unions, who fall within the scope and incidence of the Cement Industry (State) Award.

3. Use as a Precedent

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

4. Date and Period of Operation

This Agreement shall take effect from the beginning of the first pay period commencing on or after the date this Agreement is approved under the provisions of the NSW Industrial Relations Act 1996 and shall remain in force until 31 December 2003.

5. Relationship to Parent Award

This Agreement replaces and rescinds the Australian Cement Holdings Pty Ltd, Kandos Enterprise Development Agreement 1999 (the "1999 Enterprise Agreement").

This Agreement shall be read and interpreted in conjunction with the NSW Cement Industry (State) Award, provided that where there is any inconsistency between that Award and this Agreement, this Agreement shall take precedence to the extent of the inconsistency.

Local agreements listed in Appendix 1 form part of this Agreement.

6. Aims of the Agreement

This Agreement represents the negotiated and agreed intentions of the parties to:

- establish a framework for achieving ongoing productivity improvements in the company;
- provide a method for employees to assess how their contribution impacts on the performance of the company, and
- provide a mechanism whereby employees are rewarded for their contribution to improve performance of the company.

Improvements in productivity will be achieved by increasing the effectiveness and efficiency of the Kandos operations, while maintaining, or improving, the quality of services provided.

It is the objective of the parties to this Agreement to implement workplace practices so as to provide for more flexible working arrangements, which improve the efficiency and productivity of the industry, enhance skills and job satisfaction and assist positively in ensuring that Australian Cement Kandos becomes a more efficient enterprise.

The parties agree that the objectives of this Agreement are to facilitate:

- (a) flexible working hours; flexible working arrangements;
- (b) workplace productivity;
- (c) the development and maintenance of the most productive and harmonious working relationship obtainable.

The parties also agree that the objectives will not be limited to the measures set out at sub clause a) to c). It is recognised that an important factor in reaching the above objectives is the development of a working environment where all parties are involved with the decision making process. Both management and employees are committed to cooperating positively to implement work practices that are flexible and meet the requirements of Australian Cement Kandos.

7. New Employees

The parties agree that any employee who is engaged by the employer during the term of this Agreement will become bound by the Agreement. The new employee shall, as from the date of employment, be entitled to all benefits and be bound by all obligations, under this Agreement.

8. Agreement to be Displayed

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

9. Workplace Consultative Committee

A consultative committee will be maintained for the life of this Agreement, which will be of equal representation of employer and employee(s). Employee representatives will be elected from and represent the following areas:

- 1 x Limestone Mine
- 1 x Electrical
- 1 x Mechanical
- 1 x Day Process
- 2 x Shifts

Other employees may attend meetings when issues being discussed pertain to areas of their involvement.

This committee shall be a forum for open discussion and shall meet at set monthly intervals with additional meetings on an as required basis.

The Workplace Consultative Committee charter will be annually reviewed to ensure authenticity.

9.1 Role of the Workplace Consultative Committee

Consistent with the aims of the Agreement in Clause 6, the Workplace Consultative Committee will oversee and support activities that will:

Increase the competitiveness of Australian Cement Kandos and its products, to best practice.

Increase the quality of working life for all Australian Cement Kandos employees particularly in the areas of job design, skill formation, training and the working environment both physical and mental.

Improve productivity and efficiency of Australian Cement Kandos and job security.

Ensure that employees are able to work in a cooperative atmosphere in which the worth, dignity and skills of each individual within the company are respected and appreciated.

Ensure enterprise plans complement overall corporate strategies, introduction of new technology, employee training, redesign of work, etc.

Monitor and support systems that are currently in place and look at systems to be introduced. It will also be used as a means for discussing proposed changes to work systems.

10. Definitions

10.1 Employees

An employee is a person directly employed by Australian Cement Holdings Pty Ltd.

10.2 Contract Labour

"Contract Labour" refers to any person not directly employed by Australian Cement Holdings Pty Ltd but by a contractor who has an agreement to carry out work or provide labour at Australian Cement Kandos. The use of contract labour is dealt with by the Contractor's Agreement.

10.3 Casual Employee

A "casual employee" is a person employed for intermittent work which does not have a guarantee of a full week's work each week nor an ongoing employment relationship. Pay rates are given in Part C - Remuneration. All appointments are to be appropriately recorded specifying all relevant details, eg commencing and completion dates.

10.4 Part Time Employees

A part time employee is a person who is employed for less than an average of 38 ordinary working hours per week.

10.5 Temporary Employment

Temporary employment is employment of either a full time, part time or casual basis for a specified period or project.

10.6 Annualised Salary

This is the method of paying employees an all-inclusive salary rather than paying base wages with separate payments for overtime and other allowances and penalties etc.

PART B

CLASSIFICATION AND CAREER PROGRESSION

11. Classifications

The skills required in the workplace are broadly grouped under the following headings. Employees working under these classifications will work in any or all of these areas to the extent of their training, skills and qualifications.

11.1 Workplace Skills and Activities

The following are examples of workforce skills/activities which employees will be asked to use/perform. No one shall be asked to perform any of these activities without adequate training.

Examples are:

- Communication Skills
- Occupational Health and Safety
- Production and Process
- Product Despatch
- Quarrying and Transport
- Materials Handling
- First Line Minor Maintenance
- Complete Maintenance
- Problem Solving/Team Skills
- Quality Sampling/Testing
- Instructing and Training
- Supervision
- Specialist Skills
- General Duties

Codes used in classification structures refer to the Kandos Quality System eg TP = Training Plan. KA-TP-203 for example refers to the KA (Kandos) TP (Training Plan) 203 (Document number for Industrial Clean Module).

11.2 Utilisation of Skills

Employees shall be employed to carry out such duties as may be directed by Australian Cement Kandos from time to time subject to the limits of their skills, competence and training within their work classification.

Any employee may at any time carry out such duties and use such tools and equipment, within their classifications, as may be directed by Australian Cement provided that the employee has been properly trained in the use of such tools and equipment.

Any direction given by Australian Cement Kandos in accordance with any of the above shall be consistent with their obligations under the NSW Occupational Health and Safety Act 2000.

Disputes arising in relation to the operation of this clause shall be dealt with in accordance with Clause 45 Disputes/Grievance Procedure following prior consideration of the issue in accordance with the consultative mechanism in Clause 9.1.

OPERATIONS EMPLOYEE GRADE 2

Pre-requisite for commencing Grade 2 skills is to complete Grade 1 induction.

Skill	Code	On the Job Points	Off the Job Points
Mobile Equipment	KA-TP-201	20	
Industrial Vacuum Cleaner	KA-TP-202	10	
Industrial Cleaning	KA-TP-203	10	
Specialised Cleaning	KA-TP-204	20	
Environment Control	KA-TP-207	10	
Bulk Train Loading	KA-TP-210	20	
First Line Maintenance	KA-TP-213	10	
Siding Maintenance	KA-TP-212	10	
Lubrication	KA-TP-214	20	
Store Relief	KA-TP-215	10	
Team Skills	N/A	10	
Certificate I in Manufactured Mineral Products	N/A		140

OPERATIONS EMPLOYEE GRADE 3

Pre-requisite for commencing Grade 3 skills is to complete 140 points on and 140 points off the job in the Grade 2 list.

Skill	Code	On the Job Points	Off the Job Points
Truck Licence	KA-TP-301	40	
Front-end Loader	KA-TP-302	40	
Fork Lift/Skid Steer	KA-TP-303	40	
Tractor Operations	KA-TP-308	20	
Stock Control	KA-TP-310	20	
Team Skills	N/A	20	
Certificate II in Manufactured Mineral Products	N/A		140
Store	KA-TP-217	40	

OPERATIONS EMPLOYEE GRADE 4

Pre-requisite for commencing Grade 4 skills is to complete 140 points on and 140 points off the job in the Grade 3 list.

Skill	Code	On the Job Points	Off the Job Points
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Team Skills	N/A	20	
Central Control Assistant	KA-TP-312 KA-TP-313 KA-TP-314	80	
Certificate III in Manufactured Mineral Products	KA-TP-403		140

OPERATIONS EMPLOYEE GRADE 5

Pre-requisite for commencing Grade 5 skills is to complete 240 points on and off the job in the Grade 4 list and be a continuous shift employee.

Skill	Code	On the Job Points	Off the Job Points
Team Skills	N/A	20	
Central Control Quality	KA-TP-401	80	
Certificate IV Manufactured Mineral Products	N/A		140

OPERATIONS EMPLOYEE GRADE 6

Pre-requisite for commencing Grade 6 skills is to complete 240 points on and off the job in the Grade 5 list.

Skill	Code	On the Job Points	Off the Job Points
Team Skills	N/A	20	
Integrated Plant Management System	N/A	40	
Plant Inspection	NA	40	
Central Control Operator	KA-TP-501	80	

OPERATIONS EMPLOYEE GRADE 7

Pre-requisite for commencing Grade 7 skills is to complete 180 points on and off the job in the Grade 6 list and have 12 months experience as a CCO Grade 6 level.

Skill	Code	On the Job Points	Off the Job Points
Certificate IV in Assessment and Workplace Training			

LIMESTONE MINE OPERATIONS EMPLOYEE GRADE 2

Pre-requisite for commencing Grade 2 skills is to complete Grade 1 induction.

Skill	Code	On the Job Points	Off the Job Points
Crusher Operations	KA-TP-003	20	
Small Truck	KA-TP-007	10	
Industrial Cleaning	KA-TP-203	10	

Hiab Vehicle Operations	KA-TP-005	20	
Environment Control	KA-TP-207	10	
First Line Maintenance	KA-TP-213	10	
Shotfirer Assistant	KA-TP-006	30	
Lubrication	KA-TP-214	20	
Team Skills	N/A	10	

LIMESTONE MINE OPERATIONS EMPLOYEE GRADE 3

Pre-requisite for commencing Grade 3 skills is to complete 140 points on and 140 points off the job in the Grade 2 list.

Skill	Code	On the Job Points	Off the Job Points
Water Truck Operations	KA-TP-004	20	
Haulage Truck	KA-TP-010	20	
Fork-lift	KA-TP-303	40	
Grader Operations	KA-TP-012	20	
Drilling Operations	KA-TP-011	20	
Team Skills	N/A	20	
Extractive Industries Certificate II	N/A		140

LIMESTONE MINE OPERATIONS EMPLOYEE GRADE 4

Pre-requisite for commencing Grade 4 skills is to complete 140 points on and 140 points off the job in the Grade 3 list.

Skill	Code	On the Job Points	Off the Job Points
Team Skills	N/A	20	
Shotfirers Ticket	KA-TP-013	40	TAFE Course 60
Front-end Loader Operations	KA-TP-016	40	
Extractive Industries Certificate III	KA-TP-907		80

LIMESTONE MINE OPERATIONS EMPLOYEE GRADE 5

Pre-requisite for commencing Grade 5 skills is to complete 140 points on and 140 points off the job in the Grade 4 list.

Skill	Code	On the Job Points	Off the Job Points
Team Skills	N/A	20	
Competency Person	N/A	80	
Extractive Industries Certificate IV	N/A		140

ENGINEERING EMPLOYEE ELECTRICAL GRADES

4	5	6	7	8
Base trade or skilled non-trade & the on the job application of the Skills				
	Grade 4 skills plus high voltage, Tickets & 1 approved accredited module and the on the job application of the skills			
		Grade 4 & 5 skills plus 3 approved accredited modules & the on the job application of the skills.		
			Grade 4, 5 & 6 skills approved accredited modules & the on the job application of the skills.	
				Grade 4, 5, 6 & 7. Skills plus 3 approved accredited modules and the on the job application of the skills.

Team training and activities associated with teams will be part of each level 'on the job' requirements.

ENGINEERING EMPLOYEE MECHANICAL GRADES

4	5	6	7	8
Base trade or skill non-trade & the on the job application of the skills				
	Grade 4 skills & on the job application of the skills.			
		Grade 4 & 5 Skills plus 3 approved accredited modules & the on the job application of the skills.		
			Grade 4, 5 & 6 Skills plus 3 approved accredited modules & the on the job application of the skills.	
				Grade 4, 5, 6 & 7 Skills plus 3 approved accredited modules and the the on the job application of the skills.

Team training and activities associated with teams will be part of each level ‘on the job’ requirements.

11.3 Classification Descriptions

11.3.1 Operations Employees Grade 1

An operations employees Grade 1 is an employee who on commencement of employment will undertake a 40 hour induction program, which includes information on the enterprise, conditions of employment training and career path opportunities, plant layout, Quality Assurance Procedures, introduction to personnel and a major focus on OH & S matters.

An employee at this level will commence structured competency based 'on and off the job' training to their relevant area in order to perform the duties of an operations employee Grade 2. (Refer to classification structure).

As training on each 'on the job' skill is completed a formal assessment will be conducted to ensure competence has been achieved thus allowing the employee to undertake that task as part of their day to day duties.

An employee at Grade 1 will commence the 'off the job' training which is Certificate I in Manufactured Mineral Products (refer to Course Structure).

11.3.2 Operations Employee Grade 2 - Limestone Mine and Process

An operations employee Grade 2 is an employee who has successfully completed the induction training and the 'on the job' training and assessments in their relevant area as per the classification structure. An employee at this level will need to have completed Certificate I in Manufactured Mineral Products.

An employee at Grade 2 will continue the structured competency based 'on and off the job' training to their relevant area to perform duties of an operations employee Grade 3 (refer to Classification Structure).

As training on each 'on the job' skills is completed a formal assessment will be conducted to ensure competence has been achieved thus allowing the employee to undertake that task as part of their day to day duties.

11.3.3 Operations Employee Grade 3 - Limestone Mine, Process and Storeperson

An operations employee Grade 3 is an employee who has successfully completed the 'on the job' training and assessments in their relevant area as per the classification structure. An employee at this level will have completed Certificate II in Manufactured Mineral Products.

An employee at this level at the Limestone Mine will have completed Certificate II in Extractive Industries.

An operations employee Grade 3, including Limestone Mine, will continue the structured competency based 'on and off the job' training as per the classification structure to perform duties of a process employee Grade 4.

As training on each 'on the job' skills is completed a formal assessment will be conducted to ensure competence has been achieved thus allowing the employee to undertake that task as part of their day to day duties.

11.3.4 Operations Employee Grade 4 - Limestone Mine and Process

An operations employee Grade 4 is an employee who has successfully completed the 'on the job' training and assessment in their relevant area as per the classification structure. An employee at this level will have completed Certificate III in Manufactured Mineral Products and for the Limestone Mine employees, Certificate III in Extractive Industries.

To continue the skills structure past Grade 4, an operations employee must become a continuous shift employee.

An operations Limestone Mine employee Grade 4 will continue the structured competency based 'on and off the job' training as per the classification structure to perform duties of an operations limestone mine employee Grade 5.

As training on each 'on the job' skill is completed a formal assessment will be conducted to ensure competence has been achieved thus allowing the employee to undertake that task as part of their day to day duties.

11.3.5 Operations Employee Grade 5 - Process and Limestone Mine

An operations employee Grade 5 is an employee who has successfully completed the 'on the job' training and assessment as per the classification structure and who has completed Certificate IV in Manufactured Mineral Products and for the Limestone mine Certificate IV in Extractive Industries.

An operations employee Grade 5 (excluding the Limestone Mine) will continue the structured competency based 'on and off the job' training as per the classification structure to perform duties of an operations employee Grade 6.

As training on each 'on the job' skill is completed a formal assessment will be conducted to ensure competence has been achieved thus allowing the employee to undertake that task as part of their day to day duties.

11.3.6 Operations Employee Grade 6 - Process

An operations employee Grade 6 is an employee who has successfully completed all the 'on and off the job' training and assessments as per classification structure and who applies all their knowledge and skills as part of their work functions. An Operation employee Grade 6 must commence Certificate IV in Assessment and Workplace Training.

11.3.7 Operations Employee Grade 7 - Process

An operations employee Grade 7 is an employee who has successfully completed all the 'on and off the job' training and assessments as per classification structure and who applies all their knowledge and skills as part of their work functions. An Operation employee Grade 7 must complete Certificate IV in Assessment and Workplace Training.

11.3.8 Mechanical Maintenance Employee Grade 4N

A mechanical maintenance employee Grade 4N is an employee who has successfully completed structured competency based training and who applies their knowledge and skills as part of their day to day duties.

This position will not be filled on cessation of employment of current employees.

An employee at this level is a skilled non-tradesperson who must be capable or as a minimum successfully completed training and assessment for:

tickets to allow them to perform work associated with a forklift, mobile crane;

successfully completed training and assessment for a Class 1 riggers ticket to allow them to perform work associated with the ticket;

successfully completed training and assessment for first line maintenance tasks;

successfully completed training and assessment for plant lubrication tasks;

successfully completing training and assessment associated with housekeeping duties;

successfully completed training and assessment to carry out functions associated with store inventory and stock control including the use of computer keyboards.

11.3.9 Mechanical Maintenance Employee Grade 4

A mechanical maintenance employee Grade 4 is an employee who has successfully completed an Engineering/Mechanical Trade course and who applies their knowledge and skills as part of their day to day duties.

An employee at this level may progress to a Grade 5 on the basis of completing the necessary structured competency based training and assessments.

11.3.10 Mechanical Maintenance Employee Grade 5

A mechanical maintenance employee grade 5 is an employee who has completed an Engineering Mechanical Trade Course and who has successfully completed training and assessment to obtain the following tickets:

Rigger Class 1

Crane Driver 10.2 (minimum)

Crane Driver Class 24 (fork lift)

As training and assessment has been completed the employee will carry out duties to the level of the training.

An employee at this level may progress to a grade 6 on the basis of completing the necessary structured competency based training and assessment. The training modules for progression to the next level must be approved and accredited:

Approved meaning they are modules that enhance skills required on site at Australian Cement Kandos.

Accredited meaning they, when completed will give the participant a formal qualification eg Statement of Attainment from TAFE.

A module means a program equivalent to a TAFE module of 36 to 40 hours, provided by an Approved Accredited Provider.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

11.3.11 Mechanical Maintenance Employee Grade 6

A mechanical maintenance employee Grade 6 is an employee who has completed all the requirements for a Grade 5 and who has completed three approved, accredited modules from the agreed bank of modules.

An employee of this level has the opportunity to progress to the Grade 7 by completing a further three approved and accredited modules from the agreed bank of modules.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

11.3.12 Mechanical Maintenance Employee Grade 7

A mechanical maintenance employee Grade 7 is an employee who has completed all the requirements for a Grade 6 and who has completed a further three approved accredited modules from the agreed bank of modules.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

11.3.13 Mechanical Maintenance Employee Grade 8

A mechanical maintenance employee Grade 8 is an employee who has completed all the requirements for a Grade 7 and who has completed a further three approved accredited modules from the agreed bank of modules.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

11.3.14 Electrical Employee Grade 4N

An electrical maintenance employee level grade 4N an employee who has successfully completed structured competency based training and who applies their knowledge and skills as part of their day to day duties.

This position will not be filled on cessation of employment of current employees.

An employee at this level is a skilled non-tradesperson who must be capable or as a minimum successfully completed training and assessment for:

- tickets and or training and assessment to perform work associated with a forklift or overhead crane;

- successfully completed training and assessment for first line maintenance tasks;

- successfully completed training and assessment for plant lubrication tasks;

- successfully completing training and assessment associated with housekeeping duties;

- successfully completed training and assessment to carry out functions associated with store inventory and stock control including the use of computer keyboards.

- successfully completed training and assessment to carry out basic electrical tasks:

 - meter reading

 - lamp changing

 - cable laying (assist or under supervision)

 - motor isolation (switches on/off and tags on already stopped motor)

11.3.15 Electrical Employee Grade 4

An electrical maintenance Grade 4 is an employee who has successfully completed an Electrical Trade Course and who applies their knowledge and skills as part of their day to day duties.

An employee at this level may progress to a Grade 5 on the basis of completing the necessary structured competency based training and assessments.

11.3.16 Electrical Maintenance Employee Grade 5

An electrical maintenance employee level Grade 5 is an employee who has completed an Electrical Trade Course of a type approved by the E.E.I.T.C. and who has successfully completed training and assessment to obtain the following:

High Voltage - Safe Working Practices, Access Permit Issuer

Ticket and/or training and assessment for Crane Driver Class 24 (forklift) and overhead crane.

One other approved, accredited module from an agreed module bank.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

An employee at this level may progress to grade 6 on the basis of completing the necessary structured competency based training and assessment:

Approved meaning they are modules that enhance skills required on site at Australian Cement Holdings Kandos.

Accredited meaning they, when completed will give the participant a formal qualification eg Statement of Attainment from TAFE.

A module means a program equivalent to a TAFE module of 36 to 40 hours.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

11.3.17 Electrical Maintenance Employee Grade 6

An electrical maintenance employee Grade 6 is an employee who has completed all the requirements for a Grade 5 and who has completed three approved, accredited modules from the agreed bank of modules.

An employee of this level has the opportunity to progress to the Grade 7 by completing a further three approved and accredited modules from the agreed bank of modules.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

11.3.18 Electrical Maintenance Employee Grade 7

An electrical maintenance employee Grade 7 is an employee has completed all the requirements for a Grade 6 and who has completed a further three approved accredited modules from the agreed bank of modules.

An employee of this level has the opportunity to progress to the Grade 8 by completing a further three approved and accredited modules from the agreed bank of modules.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

11.3.19 Electrical Maintenance Employee Grade 8

An electrical maintenance employee Grade 8 is an employee who has completed all the requirements for a Grade 7 and who has completed a further three approved accredited modules from the agreed bank of modules.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

Note: Grade 8S is for Australian Cement Kandos. Electrical Maintenance Employees as at 1.07.97 who have completed or need to complete the requirements of an Electrical Maintenance Employee Grade 8 or who have completed the Advanced Certificate of Electro Technology.

11.4 Progression/Career Development

All employees will be encouraged and assisted to progress to the highest level personally attainable consistent with the needs of the workplace. When a new employee enters at a high level due to particular skills requirements he/she must familiarise him/herself with the skills required at a lower level within 12 months to ensure full flexibility.

Points for both 'on and off' the job skills have been allocated (refer to classification structure).

On completing 140 points in each grade from the 'on or off' the job list 50% of the level increase will be paid and the remaining 50% on completing the final 140 points.

11.5 Transition Arrangements

Where the adoption of this Agreement creates individual situations where an employee's rate of pay and skill level does not fit the Agreement, the following principles will apply:

- a) No employee will lose pay because of the transition;
- b) Some employees will need to develop additional skills and must do so within 12 months.

12. Labour Flexibility

12.1 Employees shall perform a wider range of functions and duties including work which is incidental or peripheral to their main tasks or functions.

Within their classification, employees shall perform such work as is reasonable and lawfully required of them including accepting instruction from authorised personnel.

Employees shall comply with all reasonable requests to perform relevant work covered by this Agreement.

In carrying out duties, employees shall ensure and take all necessary steps to ensure that the quality, accuracy and completion of any job or task are maintained to the satisfaction of management. Employees shall assist in the measurement of and/or review of work methods and the utilisation of labour under the terms and conditions of this Agreement.

Any direction given by management shall be consistent with the obligations noted in the *NSW Occupational Health and Safety Act 2000*.

12.2 For the purpose of meeting the needs of the industry an employee may be required to work reasonable overtime. This may include work on Sundays and Public holidays at the rate prescribed by this Agreement and unless reasonable excuse exists, the employee shall work in accordance with such requirements.

12.3 For the purpose of meeting the needs of the industry, an employee may be required to transfer from one shift arrangement to another shift arrangement at the rate applicable thereto and unless reasonable cause exist an employee shall transfer in accordance with such requirement.

12.4 Integrated Plant Management System.

Employees of Australian Cement Kandos agree to use the Integrated Plant Management System (in accordance with Sub Clause 12.1).

PART C - REMUNERATION

13. Annualised Salaries

13.1 Components of the Annualised Salary

The annualised salary system at Australian Cement Kandos contains the following components:

13.1.1 Base

This component is made up of the employee's base hourly rate x 38 hours x 52 weeks. This will vary according to the employee's grade. Also included where appropriate is shift allowance, licence and tool allowance.

13.1.2 Allowance

This is made up of shutdown, call-out and breakdown overtime plus payment for public holidays. These allowances also will vary according to the respective employee's classifications.

13.2 Overtime

For the purpose of meeting the needs of the business an employee shall be required to work reasonable overtime. This may include work on Sundays and Public holidays at the rate prescribed by this Agreement and unless reasonable excuse exists, the employee shall work in accordance with such requirements.

An amount of overtime has been factored into the annualised salary rate. All employees have a relevant overtime cap. Once an employee reaches that cap they will not be permitted to work any further overtime unless a minimum of 75% of employees in their work group have met their own individual overtime obligations or if no other employees are able to carry out the overtime due to a legitimate reason. Workgroups are defined as; continuous shifts; day process; limestone mine process; mechanical

maintenance; electrical maintenance; stores; and utilities. If/when that happens, overtime worked over and above the cap will be paid at double time the base hourly rate.

It is expected that all employees will work their share of overtime. The assignment of overtime to an employee shall be based on specific work requirements and will be shared equitably by arrangement. If an employee is absent from work for a legitimate reason eg annual leave, sick leave and returns to work with a large amount of overtime banked up, then mutually satisfiable arrangements will be put in place in order to allow the employee to meet his / her obligations.

As the annualised salary includes paid overtime hours calculated for employees for their respective workgroups, the company will take corrective action with employees who do not share the required overtime hours. Corrective action will be taken on any employee with remaining cap hours exceeding 30 hours above the average of their work group with out a good reason. There will be ongoing monitoring with the Management Team.

Corrective action in the first instance will be the following:

Commencement of the discipline procedure.

The employee at the lowest level of overtime shall make themselves available each work day in case overtime is required.

If an employee is on workers compensation for a period of greater than 7 consecutive days, an average of the overtime worked by their work group in that time will be transferred from their overtime cap and held. In the event that the employee works all of the remaining cap hours they must also work the held hours before they receive additional above-cap payment.

13.3 Call-Outs

Employees who are on top of the call-out list are expected to attend all call-outs.

If an employee knows in advance that they are unable to do a call-out when they are at the top of the call-out list, they need to give their leader notice so that alternative arrangements can be made.

When an employee attends a call out, a flag fall of \$50 will be paid.

The payment rate for call outs over the cap will be at double the employee's annualised rate of pay.

13.4 Annual Leave

Annual leave will be paid at the annualised rate.

13.5 Long Service Leave

Long Service Leave will be paid at the annualised rate.

13.6 Superannuation

Benefits will accrue according to the rules of the Superannuation Fund of which the employee is a member.

13.7 Redundancies

Redundancies will be paid at the annualised rate according to the conditions set out in Clause 42.

13.8 No Reduction in Entitlements

During the life of this Agreement Australian Cement Kandos agree not to reduce the entitlements of employees.

14. Payments Conditions and Amount

14.1 Payments

The payment conditions and amount are as follow:

- 14.1.1 Each employee will receive a 2% pay increase calculated on their base rate back-dated to 1 July 2001.
- 14.1.2 Each employee will receive a further 2% pay increase calculated on their base rate back-dated to 1 November 2001.
- 14.1.3 Each employee will receive a further 2% pay increase calculated on their base rate back-dated to 1 November 2002.
- 14.1.4 Each employee will receive a further 2% pay increase calculated on their base rate payable or effective from 1 April 2003.
- 14.1.5 Each employee will receive a further 2% pay increase calculated on their base rate payable or effective from 1 July 2003.

In making these payments the Company acknowledges and takes into account the changes to employees' duties which have occurred or will occur as a result of flexibilities being implemented.

During the term of this Agreement there will be no further pay increases for employees covered by this Agreement other than the increases provided within the terms of this Agreement.

14.2 Base Pay Rates

GRADE	CURRENT RATE	NEW RATE	2ND PAY	3RD PAY	4TH PAY	5TH PAY
(3 STREAMS)	31/12/00	From 01/7/01	From 1/11/01	From 1/11/02	From 1/4/03	From 01/07/03
		2.00%	2.00%	2.00%	2.00%	2.00%
GRADE 1 (P only)	556.46	567.59	578.95	590.52	602.33	614.38
GRADE 1 A (P only)	570.38	581.78	593.42	605.29	617.39	629.74
GRADE 2 (P only)	584.29	595.98	607.90	620.05	632.46	645.10
GRADE 2 A (P only)	598.89	610.87	623.09	635.55	648.26	661.23
GRADE 3 (P,M & E)	613.51	625.78	638.29	651.06	664.08	677.36
GRADE 3 A (P,M & E)	628.84	641.42	654.25	667.33	680.68	694.29
GRADE 4 (P,M & E)	643.56	656.44	669.56	682.96	696.61	710.55
GRADE 4 A (P,M & E)	659.65	672.85	686.30	700.03	714.03	728.31
GRADE 5 (P,M & E)	675.74	689.26	703.04	717.10	731.45	746.07
GRADE 5 A (P,M & E)						

	692.64	706.49	720.62	735.03	749.73	764.73
GRADE 6 (P,M & E)	709.53	723.72	738.20	752.96	768.02	783.38
GRADE 6 A (P,M & E)	727.27	741.81	756.65	771.78	787.22	802.96
GRADE 7 (P,M & E)	745.00	759.90	775.10	790.60	806.41	822.54
GRADE 7 A (M & E)	763.63	778.90	794.48	810.37	826.57	843.11
GRADE 8 (M & E)	782.25	797.90	813.86	830.13	846.74	863.67
GRADE 8 A (M & E)	801.81	817.85	834.21	850.89	867.91	885.27
GRADE 8 S (Current E only)	821.37	837.80	854.56	871.65	889.08	906.86
* includes site allowance	42.59	43.44	44.31	45.20	46.10	47.02
(E = Electrical Maintenance, M = Mechanical, Maintenance, P = Process, A = Half way point between levels)						

14.3 Casual Rates

For each ordinary hour worked, a casual employee shall be paid the hourly equivalent of the appropriate weekly wage prescribed by this Agreement for the work performed, plus an additional 20 percent of that hourly rate.

Such loading is in lieu of public holidays not worked, sick leave, jury service and bereavement leave, prescribed for any other employees under this Agreement. The NSW Annual Holidays Act 1944 provides that a casual employee under this Agreement is entitled to receive an additional 1/12th of the ordinary casual hourly wage rate in lieu of annual leave.

15. Tools

- 15.1 Australian Cement Kandos shall provide all necessary power tools, special purpose tools, precision measuring instruments, chisels, hammers, files, spanners (over 13mm bolt size), hack saw blades, steel tapes (over 2 metres), multi grip type of tools (over 300mm), chalk lines and torches. An employee shall replace or shall pay for tools so supplied if lost by his/her negligence.
- 15.2 Except as herein before provided, employees in receipt of tool allowances shall supply all necessary hand tools and measuring instruments.
- 15.3 In the event that employees have to modify one of the above tools for specific tasks (eg cutting or bending a spanner to fit a particular component) then the employee may seek replacement of the original tools to a similar quality at no expense to the employee, similarly if employees lose tools or have them stolen through no fault of their own they may make application to their supervisor for replacement. Each case will be considered on its merit.

PART D

HOURS OF WORK

Australian Cement Kandos and its employees agree that there are three fundamental objectives to be considered in determining how an employee's working hours are to be structured under this Agreement:

- (a) the most effective production and delivery of service;

- (b) the most effective way of servicing the internal and external customer; and
- (c) the most effective way of meeting employee's needs for satisfying work, personal development, health and workplace safety.

16. Definitions

16.1 Day Employees

Day employees are personnel employed on day shifts from Monday to Friday.

16.2 Shift Employees

Shift employees are personnel who work either a one, two, or three shift system and are not day employees.

eg

5 Day	Day Shift Roster
5 Day	Shift Roster
7 Day	Day Shift

16.3 Continuous Shift Employees

Continuous shift employees are those employed for consecutive shifts throughout the twenty-four hours of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

16.4 Continuous Shift Work

Continuous shift work is when at the completion of a shift, a second shift continues to execute the work.

16.5 Consecutive Shift Work

Consecutive shift work is when at the completion of a shift, execution of the work is halted for a period.

17. Spread of Hours

17.1 Day Work and Day Shift

Day work and day shift shall commence at a mutually agreed time from 6:00am (0600 hours) to 10:00am (1000 hours) and shall finish at a mutually agreed time from 2:00pm (1400 hours) to 6:00pm (1800hours).

17.2 Afternoon Shift

Afternoon shift shall commence at a mutually agreed time from 2:00pm (1400 hours) to 6:00pm (1800 hours) and shall finish at a mutually agreed time from 10:00pm (2200 hours) to 2:00am (0200 hours).

17.3 Night Shift

Night shift shall commence at a mutually agreed time from 10:00pm (2200 hours) to 2:00am (0200 hours) and shall finish at a mutually agreed time from 6:00am (0600 hours) to 10:00am (1000 hours).

17.4 Permanent Shifts for Maintenance

Should the need arise to introduce permanent shifts for maintenance personnel then separate negotiations will need to be entered into.

17.5 Ordinary Working Hours

Ordinary working hours shall not exceed:

- 8 hours per day, or
- 38 hours per week, or
- 76 hours in 14 consecutive days, or
- 114 hours in 21 consecutive days, or
- 152 hours in 28 consecutive days (7 days continuous shift work)

18. Time in Lieu

18.1 Where a day or 5 day shift employee is required to work either a public holiday or rostered day off, an alternate day off may be taken subject to their leader's prior approval.

18.2 All parties agree to the concept of allowing employees access to time management methods in areas they can control. Some examples are:

- a) being able to start early or finish late to allow for anticipated time off for personal business;
- b) being able to work through a recognised break or breaks to make up for time lost (late arrival for example);
- c) greater flexibility in arranging work hours for specific reasons (eg heat wave or early starts).

The period of leave taken in lieu will equate with the period worked (hour worked equals an hours leave, etc) rounded off to the nearest 15 minutes.

It is by mutually developing open ended flexibilities that employees and management can both benefit.

19. Part Time Employees

Through prior consultation it will be possible under agreed circumstances to employ personnel under part time arrangements for specific duties.

20. Shift Work

20.1 All employees are engaged on the basis that they may be required to work shifts as required by Australian Cement Kandos.

20.2 48 hours notice is required to change a shift employee onto a shift other than the one he/she would ordinarily be rostered to work. In the event of not having this notice then overtime rates will accrue and be recorded until this notice period expires. Local arrangements may supersede this if mutually agreed.

20.3 Day employees who transfer to continuous shift work conditions will also be entitled to 48 hours notice as above.

20.4 Day employees who become shift employees are entitled to all the rates and accruals as a shift employee.

21. Meal and Rest Periods

Meal breaks are to be taken to minimise disruptions to the work in hand and to increase the productivity and efficiency of each work group. One tea break of 15 minutes is allowed per shift as with a meal break of 20 minutes for shift workers or 30 minutes for day workers. Meals or meal allowances will be provided for:

Continuous shift crews involved in shutdowns/breakdowns.

Maintenance crews involved in lengthy unscheduled overtime.

Day Process crews involved in lengthy unscheduled overtime.

21.1 Guidelines

21.1.1 Meal breaks (20 minutes for shift workers and 30 minutes for day workers) shall be taken no less than 3 hours and no more than 5 hours from the commencement of work or a previous meal break.

21.1.2 Meal allowances or meals shall be supplied after working more than 2 hours of unplanned overtime (notified after completion of previous shift or within 24 hours notice, whichever is the lesser) and every 4 hours after the initial meal break.

21.1.3 If planned (notified before the end of the previous shift or more than 24 hours prior to commencement) overtime is cancelled within 24 hours of planned start of the overtime, a meal allowance shall be paid.

21.1.4 For the purpose of effecting shutdowns/breakdowns the current agreed meal provisions for continuous shift crews and consecutive shift crews will be as mutually agreed.

21.1.5 For the purpose of effecting shutdowns/breakdowns/overtime the current agreed meal provisions for maintenance crews will be as agreed.

21.1.6 Meal allowance will be a flat payment of \$12.00.

21.2 Rest Periods

At the completion of any shift, a minimum rest period of 10 hours shall apply. Future changes will be explored during the life of this Agreement and will be changed only by mutual consent. Rest period arrangement for process employees to be reviewed at the completion of this Agreement. For the purpose of process employees changing shifts, the period will be 8 hours.

PART E

LEAVE

22. Annual Leave

All employees are entitled to annual leave as per the *NSW Annual Holidays Act 1944*.

22.1 Continuous process shift employees as defined shall be entitled to an extra seven consecutive days leave.

22.2 Any continuous process shift employee who leaves either of their own accord or through no fault has their employment terminated shall be paid in addition to the amount due under the Act three and one sixth hours at the annualised rate for each month of service as a continuous process shift employee during the current twelve monthly period.

22.3 It is agreed to integrate the current annual leave loading into the hourly rate as part of the all-purpose rate (refer to Pay and Allowances Part C).

- 22.4 Should the need arise to compel employees to take annual leave then it is a requirement of Australian Cement Kandos to give one month's notice to the individuals concerned.
- 22.5 It is agreed that employees may, if they wish, apply for single day annual leave absences up to a maximum of 5 days in any calendar year, however a single day leave is not permitted on a public holiday. The normal approval procedures will be followed through their leader.

23. Sick Leave

- 23.1 Sick leave is available to an employee who is genuinely ill and unable to attend work, or who is genuinely ill while on annual leave.

Prolonged sick leave based on medical evidence will be reviewed after three months.

Employees who are sick for three or more consecutive days will be required to produce a Doctor's Certificate.

An attendance bonus of 10 day's pay at annualised salary rates will apply if no time is lost due to sick leave or leave without pay during a calendar year. Employees will have the option of taking a maximum of 2 of those 10 days as leave in lieu.

An attendance bonus of 6 day's pay at annualised salary rates will apply if 25 or less hours are lost time due to sick leave or leave without pay during a calendar year.

Greater than 25 hours absence through sickness or illness will see no attendance bonus.

All new employees will be on the above sick leave offer.

- 23.2 Sick Leave Offer No 3 is available only to those employees who are currently on that option. Conditions are annexed in Appendix 3.

24. Bereavement Leave

An employee shall on the death of a wife, husband, defacto wife, defacto husband, father, mother, father-in-law, mother-in-law, grandparent, grandparent-in-law, child, step-child, brother or sister, be entitled on notice, for the purpose of making arrangements for and/or attending the funeral, to leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days work. The employee to the satisfaction of Australian Cement Kandos shall furnish proof of such death. 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 in this clause, application should be made to the relevant manager.

25. Parental Leave

Refer to the *NSW Industrial Relations Act 1996*.

26. Personal Carers' Leave

Refer to the Cement Industry (State) Award.

27. Jury Service

The Company supports the responsibilities of its employees to undertake service as jury members when required.

Employees receive their normal salary while on jury service. Any government payment or other benefit received because of the jury service may be retained by the individual.

Employees are required to notify their leaders or managers as soon as practicable about the expected date and duration of jury service, and to keep them advised about the likely date of return to work. If time off shifts prior to or following jury service are required agreement must be sought with your team leader.

28. Discretionary Leave

Under certain hardship or compassionate circumstances leaders can authorise leave of absence for employees upon request. This form of leave is available if all other forms of leave are exhausted and emergencies arise. The first contact is to be the leader or the unit manager. (An example may be advancing the accrued portion of annual leave prior to entitlement date).

29. Leave Without Pay

Leave without pay may be available under limiting circumstances when all other leave entitlements are exhausted. Leave without pay will only be authorised with advance notice and discussion. Under no circumstances will leave without pay be taken to preserve current entitlements.

30. Holidays (Public) Saturday, Sunday and Holiday Rates

30.1 The days on which:

New Years Day	Australia Day
Good Friday	Easter Saturday
Easter Monday	Anzac Day
Queens Birthday	Labour Day
Christmas Day	Boxing Day

are observed and special days appointed by proclamation as public holidays for NSW shall be holidays.

In addition to the above another day shall be granted each year to be taken as a union picnic day on a mutually agreed date.

30.2 It is agreed that Christmas day will (irrespective of Gazetted alternatives) always stand alone as a dedicated day and will be paid accordingly when worked.

30.3 Provided that in the case of other than continuous shift employees where a rostered leisure day falls on a public holiday the rostered leisure day off shall be taken on an ordinary working day mutually agreed with the employee's leader.

30.4 An employee required to work overtime outside the normal working days shall be given a minimum of four hours work or record a minimum of four hours.

30.5 An employee not required to work on a holiday shall be paid at their ordinary rate for such holiday. This payment does not apply to:

- a) a shift worker who is rostered on for duty or a holiday and fails to report;
- b) employees absent without leave or reasonable excuse on the working day preceding or the working day succeeding a holiday.

- 30.6 Where an employee is absent from their employment on the working day before or the working day after either a public holiday or a rostered day off that immediately precedes or succeeds a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

31. Leave in Lieu

Leave in lieu of entitlement to certain payment is agreed as a further flexibility factor. Leave in lieu of pay is in addition to any other type of leave. It is time away from work - without losing pay - over a period which would otherwise be a work period. Prior notification of leave in lieu is seven working days or by mutual agreement.

PART F OTHER CONDITIONS

32. Job Security

Australian Cement Kandos guarantees for the term of this Agreement, that no retrenchments of permanent employees will occur because of improved efficiency and flexibility outside of the reductions highlighted in Appendix 5. Natural attrition or a reduction of contractors/casuals would be used as an interim measure.

Australian Cement Kandos appreciates that people are its most important asset. It recognises that its past and future success has been and will continue to be directly related to the performance of its people at all levels. Our aim is to increase productivity and employment opportunities and job security. The parties to this Agreement recognise this and acknowledge the need to continually improve.

Australian Cement Kandos cannot predict circumstances such as loss of market share, which may affect operations, and in this event the company will give as much notice as possible under the circumstances.

33. Contract of Employment

- 33.1 Employees may be engaged on a full time, part time or casual basis.
- 33.2 Employment of employees for the first three months of service shall be probationary, determinable at a week's notice.
- 33.3 Employees shall perform such work as Australian Cement, Kandos shall from time to time reasonably require and an employee not attending for or not performing his/her duty shall, except as provided under the sick leave or other leave flexibility clauses, lose pay for the actual time of such non-attendance or non-performance.
- 33.4 This clause shall not affect the right of Australian Cement, Kandos to deduct payment for any day or portion thereof during which the employee is stood down by Australian Cement, Kandos as the 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 Australian Cement, Kandos cannot reasonably be held responsible.
- 33.5 This clause shall not affect the right of Australian Cement, Kandos to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and in such cases salary shall be payable up to the time of dismissal only.
- 33.6 An employee, upon resigning from his employment, shall be paid or shall have forwarded to him, by post, all salary due not later than the first office working day next following the day on which his resignation takes effect.

- 33.7 Notwithstanding the provisions of sub clauses (1), (2) and (4) of this clause, where, on account of the introduction or proposed introduction by Australian Cement, Kandos of mechanisation or technological changes in the industry in which he is engaged, Australian Cement, Kandos terminated the employment of an employee who has been employed by it for the preceding twelve months, the company shall give the employee three months' notice of the termination of his employment; provided that, if it fails to give notice in full:
- a) Australian Cement, Kandos shall pay the employee at the annualised rate specified for the employee's ordinary classification, for a period equal to the difference between three months and the period of the notice given; and
 - b) the period of notice required by the sub clause to be given shall be deemed to be service within Australian Cement, Kandos for the purpose of the NSW Long Service Leave Act 1955, the Long Service Leave (Metalliferous Mining Industry) Act, the Annual Holidays Act 1944, or any Act amending or replacing any of these Acts; and provides further that the rights of Australian Cement, Kandos to stand down an employee in accordance with sub clause (5), of this clause or summarily to dismiss an employee for the reasons specified in sub clause (6), of this clause, shall not be prejudiced by the fact that the employee has been given notice pursuant to this sub clause of the termination of his employment.
- 33.8 Where Australian Cement, Kandos proposes to introduce into the industry mechanisation or technological changes which will result in one or more employees becoming redundant it shall give notification in accordance with this sub clause at least six months before the introduction of such mechanisation or technological changes, and, if it is not practicable for Australian Cement, Kandos to give such notification at least six months before such introduction then it shall give the notification as early as it is practicable for it to give them and notification to the Secretary of the appropriate Union.

34. Contractors (Use of)

Due to the location and nature of our heavy industry it is recognised that it is often necessary to engage contractors to supplement the internal resources of Australian Cement Kandos. Some works are best carried out by contractors who have specific expertise. Australian Cement will always seek to use its own employees to work alongside contractors with the view of acquiring experience in these areas of expertise.

Australian Cement Kandos maintains the right to use contractor labour as and when required however the use of contractors will be done with due regard to agreed arrangements (see Clause 51) and communications will be maintained as is currently the case.

35. Payment of Salary

All employees will be paid their salary by direct transfer into bank accounts nominated by the employee. An adjustment amount will be paid to employees once a year to meet the costs employees incur by having their salary paid directly into their account.

Australian Cement, Kandos shall issue to each employee a full account of all the transactions relevant to that pay period.

36. First Line Maintenance

The current First Line Maintenance Agreement and the flexibilities contained therein will be maintained.

37. Protective Clothing

Protective clothing will be issued and provided as required. It is the employee's responsibility to take proper care of and to correctly use all protective clothing provided to the employee.

38. Training/Travel

- 38.1 Training firstly must be relevant to the needs of Australian Cement Kandos and consistent with the overall plans of Kandos and the industry.
- 38.2 Individual training plans are developed consultatively between the Workplace Consultative Committee, the relevant leaders and ultimately the unit manager. The unit managers must approve the final training plan.
- 38.3 All training must meet the requirements of the industry and the company and individual will benefit from it.
- 38.4 Training will be conducted on or off the job.
- 38.5 Employees attending training during ordinary working hours will not suffer loss of pay. Arrangements will be struck during the life of this Agreement to accommodate the circumstances where employees attend for training outside of their normal working hours.
- 38.6 Any costs associated with standard fees for prescribed courses and prescribed text books and costs associated with travelling for the purpose of attending approved training courses will be reimbursed by Australian Cement Kandos subject to the following:
- a) Employees must produce evidence of expenditure in the form of original receipts (as per Petty Cash Guidelines).
 - b) Travel costs will be reimbursed at the relevant rate for the vehicle owner only irrespective of the number of passengers.
 - c) In the event of a company vehicle being made available for training travel, the normal corporate guidelines will apply.
 - d) Employees must produce a report of satisfactory progress or completion before costs are reimbursed.
- 38.7 It is agreed by the parties that within their classifications employees at all levels in possession of various skills will pass these on to other employees to assist them acquire knowledge so they may advance.
- 38.8 Union Training Leave

Payment and release to attend union training will be considered on a case by case basis. In giving consideration to a request for leave, the Company will take into account the subject matter of the training and whether there is a benefit to be gained by both the employee and Company. Subject to the operational requirements of the Company and two weeks notice being given, the Company will not unreasonably deny approval for employees to attend trade union training. A maximum of 5 person-days per year for each union will apply.

39. Termination of Employment

39.1 Termination

An employee may only be terminated if the policy guidelines annexed are carried out in a thorough and fair fashion and investigated properly.

Examples of misconduct and improper behaviour such as:

theft;

striking another employee;

fabrication of records;

consumption of or being under the influence of alcohol or non prescribed drugs during working hours;

gross insubordination;

other conducted or actions, which are so serious as to reflect a rejection of the employment contract.

Will when proven, render an employee liable to termination.

39.2 Performance Based Termination

Will take place following failure to rectify poor performance despite counselling and explanations of what is required and two written warnings. The final written warning will provide the employee with one days paid leave to consider his/her position. In some cases the company may deem that the performance issue is so severe as to warrant the issuing of a final warning without previous discussions taking place.

39.3 Consultation

While Australian Cement Kandos reserves the right to terminate any employee on the basis of the above, it will ensure that normal communication ethics will be observed.

39.4 Termination Notice

In all cases except gross misconduct, the notice of termination of employment will be in accordance with the federal Workplace Relations Act 1996. Payment in lieu of notice will be given where appropriate. Australian Cement Kandos retains the right to withhold a maximum of one week's pay in cases where the employee does not provide adequate notice in other than pressing personal circumstances.

39.5 Certification

Australian Cement Kandos will complete and supply a separation certificate upon termination.

40. Disciplinary Procedures

A well-documented and fair procedure has been developed to correct below standard or inappropriate behaviour. Correction is the main objective.

Australian Cement Kandos and the employees shall adhere to the following procedure.

40.1 Employees who exhibit unsatisfactory performance or behaviour shall be counselled so that they understand the standards expected of them and will be offered assistance and guidance in achieving those standards.

40.2 Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commenting on its contents whether in writing or orally. The record will only be placed on the employee's file where the employee has been given the opportunity of responding to the record.

- 40.3 Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If, at the end of this period, the employee shows no willingness to improve in the opinion of Australian Cement Kandos, then disciplinary action up to and including dismissal may be taken.
- 40.4 At all stages of the disciplinary process the employee will be entitled to have another employee of their choice available within 48 hours present as a witness if desired. The Union representative will be informed providing employee confidentiality is not breached.
- 40.5 Nothing in the procedure shall limit the right of Australian Cement Kandos to summarily dismiss an employee for serious and wilful misconduct.

41. Abandonment of Employment

An employee is deemed to have abandoned his/her employment if a period of absence has lapsed for three continuous days without the consent of Australian Cement Kandos or without notifying the company of the absence where possible. The employment contract is terminated under these circumstances.

42. Redundancies

42.1 Application

This clause shall apply to all employees of Australian Cement Kandos working under this Enterprise Agreement other than casual employees. For the period up to 31 December 2003, this clause shall be read in conjunction with Appendix 5 to this Agreement.

42.2 Definition

Redundancy is defined as "a job becomes redundant when the company no longer desires to have it performed by anybody". Redundancy may be caused by:

- (a) technological change;
- (b) company merger;
- (c) take-over or reconstruction of the business;
- (d) economic recession

42.3 Natural Attrition

In the event of a position becoming vacant it will not be filled automatically but will be subject to a joint review.

42.4 Discussions

- (a) Where Australian Cement Kandos has made a definite decision that it no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, it shall hold discussion with those affected and their representatives.
- (b) The discussions shall take place as soon as is practicable after Australian Cement Kandos has made a definite decision which will invoke the provisions of paragraph 3 (a) hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

(c) For the purpose of the discussion Australian Cement Kandos shall, as soon as practicable, provide in writing to the employees concerned and, if applicable their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that Australian Cement Kandos shall not be required to disclose confidential information the disclosure of which would be inimical to the company's interests.

(d) Selection of Redundancies

Australian Cement Kandos will select employees to be retrenched by a system, which combines voluntary retrenchment, performance, attendance, skill factors and length of service. The methods used to select appropriate employees will be determined by the company after full consultation between the appropriate parties. However, Australian Cement Kandos reserves the right to determine whether a voluntary retrenchment shall be allowed.

(e) Notice of Termination

Australian Cement Kandos will provide notice of termination of not less than four weeks and if such notice is not given then equivalent payment will be made.

42.5 Severance Pay

(a) 1 to 25 years of service = 3 weeks pay per year of service.

In excess of 25 years = 3.5 weeks pay per year of service for each year of service after 25 years.

There will be a ceiling of 120 weeks pay.

A "weeks pay" is defined as the all inclusive annual salary divided by 52.

(b) An additional one "weeks" pay will be granted to employees over the age of 45 years at the time of termination.

(c) Employees who are members of the Australian Cement Employees Superannuation Fund will receive their superannuation entitlements based on the rules of the fund and this will be administered by the fund trustee on an individual basis.

(d) Employees who have 25 years or more service prior to the 1 July 2001, are entitled to the provisions offered in the 1999 Enterprise Agreement.

42.6 Absence From Work to Seek Alternative Employment

One days-paid leave will be granted for the purpose of seeking alternative employment.

42.7 Leave

All such redundant employees shall be paid the full value of all of their accrued leave including accrued sick leave bonus.

42.8 Annual Leave

All accrued annual leave shall be paid.

42.9 Long Service Leave

Long service leave shall be paid according to the *NSW Long Service Leave Act 1955* as amended and Long Service Leave (Metalliferous Mining Industry) Act as amended for employees employed at the Limestone Mine.

42.10 Itemised Account

Redundant employees shall be given an itemised statement of all termination payments.

42.11 Counselling

At the request of the employee, Australian Cement Kandos shall make available counselling services provided by the:

Centrelink

Department of Social Security

Due to the complexity of current taxation legislation on severance benefits eligible employees will be granted up to \$200.00 and one days special leave for the purpose of seeking and obtaining specialist financial advice from a source of their own choice.

42.12 Certification of Service

All redundant employees will be supplied with a Certificate of Service and an Employment Separation Certificate.

43. Other Employment and Conflict of Interest

The employees shall not for the duration of this Agreement set himself/herself up or engage in private business or undertake other employment in direct or indirect competition with Australian Cement Kandos using knowledge or materials gained during the course of employment with Australian Cement Kandos. However the employees may undertake other employment so long as such employment is in his/her own time and does not conflict with their employment with Australian Cement Kandos.

44. Confidentiality

As part of normal duties the employee will obtain or have access to, confidential information concerning Australian Cement Kandos. Under no circumstances is any use to be made of this information except for the purposes directly related to furthering the business objectives of the company.

At all times must the confidentiality clause of the "Application for Employment" be adhered to.

45. Dispute/Grievance Procedure

These procedures provide a framework for questions, disputes or difficulties from either one employee or a group of employees arising at the workplace to be settled as quickly and as effectively as possible. These procedures must be followed by all parties and it is agreed observance of this will avoid costly losses to either party.

Managers and leaders notified of a dispute must discuss the matter with the necessary people and investigate the matter thoroughly. Where possible employee to employee disputes should be encouraged to reach a genuine solution between themselves.

Employees are responsible for raising their concerns or grievances at the earliest possible stage and for providing as much information as possible to assist in an effective resolution.

Employees may withdraw their grievance at any stage during the procedure. Confidentiality must be maintained at all stages during the procedures.

Normal work will continue while these procedures are being followed, unless there is a legitimate safety problem.

45.1 STEP 1 - Notifying The Immediate Leader

When a dispute or grievance arises the employee(s) concerned will notify their immediate leader (in writing or otherwise) of the substance of the matter.

The leader will arrange a meeting to discuss the matter with the employee(s). This meeting should be held within two working days (maximum) or at a time acceptable to the employee(s). At this meeting the employee(s) will provide details of the matter and any suggested solutions.

All efforts should be made to resolve the matter at this step as the best solution is often found closest to the source.

45.2 STEP 2 - Unit Manager

If the matter is not resolved as a result of this meeting a further meeting will be arranged with the employee(s), the immediate leader and the unit manager. The employee may request a delegate, Workplace Consultative Committee representative or a person of their choice to attend.

This meeting must take place within two working days of the completion of step one (allowance to be made for shift rostering, absences, etc).

45.3 STEP 3 - Local Management

If the matter is still not resolved the unit manager will discuss the issue with the Operations Manager or his/her representative. At this stage a response will be generated (in writing or otherwise) to the dispute or grievance, outlining the action taken and reasons why the proposed solutions were or were not implemented. This response should be given directly to the original employee(s) concerned and should be within three working days (maximum) of the commencement of this step.

45.4 STEP 4 - Industrial Relations Commission of NSW

If the matter is still not resolved at the conclusion of Step 3 either party may refer the matter to the Industrial Relations Commission of NSW. Matters may only be referred to the Industrial Commission when all steps in these procedures have been exhausted.

When a party decides to notify the Industrial Commission under this step they must give the other party at least three (3) working days notice of their intention to notify.

46. Accident Pay

46.1 An employee shall be entitled to payment of accident pay where he/she receives an injury for which compensation is payable to the employee pursuant to the provisions of the Workers' Compensation Act.

- 46.2 Accident pay means the payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workers Compensation Act, as amended, and the employee's ordinary rate of pay for thirty eight hours, or where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the ordinary rate for that period.
- 46.3 Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity occurring at the expiration of the first two weeks of employment in which case accident pay shall only be payable in respect of that part of such period of incapacity which extends beyond the first two weeks of employment.
- 46.4 Australian Cement Kandos shall pay, or cause to be paid accident pay as defined in (46.2) and (46.3) above, during the incapacity of the employee arising from any one injury for a total of fifty two weeks whether the incapacity is in one continuous period or not.
- 46.5 The termination of the employee's employment shall in no way effect the liability of accident pay as provided in the sub clause.
- 46.6 In the event of an employee receiving a lump sum in redemption of weekly payment under the said Act, the liability of Australian Cement Kandos for accident pay (for which weekly payments have been recovered) shall cease from the date of such redemption.
- 46.7 Where the employee recovers damages from a third party in respect of the said incapacity independently of the said Act, he/she shall be liable to repay to Australian Cement Kandos the amount of accident pay which he/she has received under this clause and the liability of Australian Cement Kandos for accident pay shall cease.

PART G DECLARATION AND SIGNATORIES

47. Declaration

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

48. No Extra Claims

During the term of this Agreement the parties agree not to pursue any further claims in relation to matters covered by this Agreement.

49. Future Negotiations

The parties agree to commence negotiations on a new agreement no later than six months prior to the expiry of this Agreement.

50. Signatories

Signed for and on behalf of Australian Cement Holdings Pty Ltd

.....
 Operations Manager - Date
 Australian Cement Holdings Pty Ltd

Signed for and on behalf of the:

.....
 The Australian Workers', Union New South Wales.

.....
 Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union,
 New South Wales Branch.

.....
 Electrical Trades Union of Australia, New South Wales Branch

.....
 Workplace Consultative Committee

PART H APPENDIX

APPENDIX 1 - LOCAL AGREEMENTS

The following are reference codes and titles of local agreements.

51. Index of Local Agreements

Document Number	Document Title	Number of Pages
1	Contractors - Australian Cement Holdings Kandos Works Contractors Agreement	5
2	Restructuring Implementation Agreement Dated - 7 September 1989	14
3	Commissioner G S Manuel Document Dated - 29 October 1970	1
4	Kerry Little Agreement Dated - 30 November 1984	1
5	Front Line Maintenance Agreement Dated - 19 December 1991	2
12	State Wage Decision - Second Increase Agreement Dated -	7
14	2nd Tier Restructuring & Efficiency Agreement Dated - 28 April 1987	10
15	Position of KM3 - Machine Shop	1
16	Call Outs and Overtime Dated - 20 February 1996	3

24	The Taking of Annual Leave Dated July 1999	1
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APPENDIX 2 - TERMINATION GUIDELINES

The following guidelines will apply at all times.

52. Termination Guidelines

1. The guidelines provide a minimum period of notice of termination except in the case of serious misconduct.
2. Termination must only be for a valid reason.
3. Where the dismissal relates to an employee's conduct or performance, the employee must have an opportunity to respond to any allegations about his or her performance relative to the dismissal.
4. These guidelines do not allow an employee to be terminated for a prohibited reason such as:

A temporary absence due to illness or injury ie authorised leave. We can however require the employee to produce a Medical Certificate that states the nature of the illness and the expected recovery time;

Union membership or participation in union activities outside working hours or with the employers consent during working hours;

Union - non membership;

Representing employees;

Filing a complaint against the employer;

Race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin or;

Absence on maternity or parental leaves.

There are however a wide variety of valid reasons for termination, such as:

Incapacity to do the job;

Improper behaviour;

Agreement misconduct provisions as per Clause 37 (Malingering, refusal of duty, inefficiency, neglect, etc);

Redundancy;

53. Termination Process

Prior to the termination Australian Cement Kandos will formally counsel the employee with relation to the performance problems that have occurred and record the details.

The leader will discuss with the employee the breach in behaviour or poor performance and the employee will be given the opportunity to reply and a First Warning will be recorded. (A Record of Disciplinary Interview or RDI will be filled out).

If a second warning is required, the employee will again be interviewed by the leader and the unit manager. At this stage the employee should be given the option of having another employee or the relevant delegate present. During this warning the employee will be informed of the consequences (termination) of a further breach or continued poor performance. (A second RDI will be filled out along with the Written Warning). As with the previous stage a review period will be specified and must be followed through.

During the final warning stage the employee must again be given the opportunity to respond to the allegations relating to the proposed termination (accompanied by another employee or delegate). The employee should be given (irrespective of circumstances) one days paid "Decision Making" leave upon their return they must make an explicit commitment not to repeat the offence - or any other offence that requires disciplinary action.

It is vital to document all counselling sessions and interviews and warnings that have taken place in the Discipline Log (copy to the Human Resources Administrator) and the process of investigations must also be recorded.

Written Warnings should:

- State the problem
- Identify the rule that has been broken
- Note the consequences of the offence
- State the corrective actions required
- Warn of intended actions should the employee's behaviour remain uncorrected
- Refer to previous oral warnings - their dates.

DISCIPLINE FORMAT	
INFORMAL TRANSACTIONS	
Initial Positive Contact Coaching Session	
FORMAL DISCIPLINARY TRANSACTIONS	
Level 1	Oral Reminder
Level 2	Written Reminder
Level 3	Decision Making Leave
RESOLUTION OR TERMINATION	

54. Notice Periods

When a decision is made to terminate the employee (except serious misconduct) the following notice periods will apply:

Service	Notice Period
Less than 1 year	1 week
1 to 3 years	2 weeks
3 to 5 years	3 weeks
more than 5 years	4 weeks

If the employee is over 45 years and has completed 2 years service then one extra week will apply.

APPENDIX 3 - SICK LEAVE OPTION 3

55. Sick Leave Conditions Applicable to Option 3

Employees who are sick for three or more consecutive days will be required to produce a Doctor's Certificate.

An employee other than a casual who is absent from work on account of personal illness or on account of injury by accident neither of which is due to the employee's own serious or wilful misconduct shall be entitled to payment (salary rate) for such absence subject to the following provisions:

Accumulative Entitlements

0 to 3 months continuous service	0 days
3 months to 12 months (first year)	5 days salary rate
Each subsequent year	10 days salary rate

If the full period of sick leave is not taken during the year then the untaken portion shall accumulate to a maximum of twenty days. Where an employee would not accumulate sick leave the untaken portion shall transfer to the employee's personal leave bank.

An employee having completed 3 months service to the company, who has been absent from work on account of personal injury or account of injury by accident, neither of which is due the employee's own serious or wilful misconduct, may claim to be reimbursed any accumulated sick leave for these absences.

An employee who leaves voluntarily after completing four years of service will be paid a cash bonus representing the value of sick leave not taken calculated at the employee's annual salary rate at termination.

Sick leave is a cost burden to the organisation. A dedicated sick leave card will be submitted to substantiate each request for leave.

Sick leave will share the same common calculation date. (December 31st each year). Individual employee's accruals will be adjusted accordingly.

In the event of an employee dying, the employer shall pay to the deceased employee's estate the monetary value of all entitlements standing to the employee's credit including untaken sick leave.

Any period of paid sick leave taken shall be deducted from the period of leave accrued.

Sick leave days that occur before or after public holidays, annual leave or long roster weekends will need to be supported by appropriate documentation upon request by the company.

The onus of proof of being sick on the day in question lies with the employee. Any portion of sick leave taken will be deducted from the period of sick leave allowed or accumulated.

Sick leave coverage will be arranged to minimise where possible both disruptions and costs. To this end, mutual arrangements may be entered into by various teams to cover their absences.

If an employee works for a calendar year without taking a single sick day then they will be entitled to 2 bonus days. If an employee works for a calendar year and takes 4 or less sick days then they will be entitled to 1 bonus day. Leave in lieu requires 7 days notice.

APPENDIX 4 - SALARY CALCULATIONS

Category	Current	Annualised	New Rate	2 nd Payment	3 rd Payment	4 th Payment	5 th Payment
Grade	Rate	Salary	01/07/2001	02/11/2001	01/11/2002	01/04/2003	01/07/2003
	31/12/2000	31/12/2000	2.00%	2.00%	2.00%	2.00%	2.00%
CONTINUOUS SHIFT							
Grade 1	28,936.15	50,547.50	51,558.00	52,589.16	53,640.94	54,713.76	55,808.04
Grade 1A	29,659.55	51,742.25	52,777.00	53,832.54	54,909.19	56,007.37	57,127.52
Grade 2	30,383.15	52,937.33	53,996.00	55,075.92	56,177.44	57,300.99	58,447.01
Grade 2A	31,142.52	54,191.49	55,275.00	56,380.50	57,508.11	58,658.27	59,831.44
Grade 3	31,902.44	55,446.57	56,555.00	57,686.10	58,839.82	60,016.62	61,216.95
Grade 3A	32,699.89	56,763.62	57,898.00	59,055.96	60,237.08	61,441.82	62,670.66
Grade 4	33,465.34	58,027.81	59,188.00	60,371.76	61,579.20	62,810.78	64,067.00
Grade 4A	34,301.97	59,409.58	60,597.00	61,808.94	63,045.12	64,306.02	65,592.14
Grade 5	35,138.60	60,791.34	62,007.00	63,247.14	64,512.08	65,802.32	67,118.37
Grade 5A	36,017.18	62,242.38	63,487.00	64,756.74	66,051.87	67,372.91	68,720.37
Grade 6	36,895.75	63,693.41	64,967.00	66,266.34	67,591.67	68,943.50	70,322.37
Grade 6A	37,817.93	65,216.46	66,520.00	67,850.40	69,207.41	70,591.56	72,003.39
Grade 7	38,740.10	66,739.50	68,074.00	69,435.48	70,824.19	72,240.67	73,685.48
UTILITIES							
Grade 5	35,138.60	52,270.08	53,315.48	54,381.79	55,469.43	56,578.82	57,710.40
Grade 5A	36,017.18	53,573.61	54,645.08	55,737.98	56,852.74	57,989.79	59,149.59
Grade 6	36,895.75	54,877.13	55,974.67	57,094.16	58,236.04	59,400.76	60,588.78
Grade 6A	37,817.93	56,245.35	57,370.26	58,517.67	59,688.02	60,881.78	62,099.42
Grade 7	38,740.10	57,613.56	58,765.83	59,941.15	61,139.97	62,362.77	63,610.03
DAY SHIFT							
Grade 1	28,936.15	44,802.44	45,698.00	46,611.96	47,544.20	48,495.08	49,464.98
Grade 1A	29,659.55	45,916.10	46,834.00	47,770.68	48,726.09	49,700.61	50,694.62
Grade 2	30,383.15	47,030.06	47,970.00	48,929.40	49,907.99	50,906.15	51,924.27
Grade 2A	31,142.52	48,199.09	49,163.00	50,146.26	51,149.19	52,172.17	53,215.61
Grade 3	31,902.44	49,368.97	50,356.00	51,363.12	52,390.38	53,438.19	54,506.95
Grade 3A	32,699.89	50,596.63	51,608.00	52,640.16	53,692.96	54,766.82	55,862.16
Grade 4L	35,021.61	54,170.84	55,254.00	56,359.08	57,486.26	58,635.99	59,808.71
Grade 4	33,465.34	51,775.01	52,810.00	53,866.20	54,943.52	56,042.39	57,163.24
Grade 4A	34,301.97	53,062.98	54,124.00	55,206.48	56,310.61	57,436.82	58,585.56
Grade 5	35,138.60	54,350.96	55,437.00	56,545.74	57,676.65	58,830.18	60,006.78
Grade 5A	36,017.18	55,703.50	56,817.00	57,953.34	59,112.41	60,294.66	61,500.55
Grade 6	36,895.75	57,056.05	58,197.00	59,360.94	60,548.16	61,759.12	62,994.30
Grade 6A	37,817.93	58,475.71	59,645.00	60,837.90	62,054.66	63,295.75	64,561.67
Grade 7	8,740.10	59,895.37	61,093.28	62,315.15	63,561.45	64,832.68	66,129.33
DAY PROCESS							
Grade 1	28,936.15	37,782.17	38,537.81	39,308.57	40,094.74	40,896.63	41,714.56
Grade 1A	29,659.55	38,726.73	39,501.26	40,291.29	41,097.12	41,919.06	42,757.44
Grade 2	30,383.15	39,671.53	40,464.96	41,274.26	42,099.75	42,941.75	43,800.59
Grade 2A	31,142.52	40,663.05	41,476.31	42,305.84	43,151.96	44,015.00	44,895.30
Grade 3	31,902.44	41,655.29	42,488.40	43,338.17	44,204.93	45,089.03	45,990.81
Grade 3A	32,699.89	42,696.53	43,550.46	44,421.47	45,309.90	46,216.10	47,140.42
Grade 4	33,465.34	43,695.97	44,569.89	45,461.29	46,370.52	47,297.93	48,243.89
QUARRY							
Grade 1	28,936.15	39,825.28	40,621.79	41,434.23	42,262.91	43,108.17	43,970.33
Grade 1A	29,659.55	40,820.91	41,637.33	42,470.08	43,319.48	44,185.87	45,069.59
Grade 2	30,383.15	41,816.81	42,653.15	43,506.21	44,376.33	45,263.86	46,169.14
Grade 2A	31,142.52	42,861.94	43,719.18	44,593.56	45,485.43	46,395.14	47,323.04
Grade 3	31,902.44	43,907.84	44,786.00	45,681.72	46,595.35	47,527.26	48,477.81
Grade 3A	32,699.89	45,005.38	45,905.49	46,823.60	47,760.07	48,715.27	49,689.58
Grade 4	33,465.34	46,058.87	46,980.05	47,919.65	48,878.04	49,855.60	50,852.71

Grade 4A	34,301.97	47,210.34	48,154.55	49,117.64	50,099.99	51,101.99	52,124.03
Grade 5	35,138.60	48,361.81	49,329.05	50,315.63	51,321.94	52,348.38	53,395.35

Category	Current	Annualised	New Rate	2 nd Payment	3 rd Payment	4 th Payment	5 th Payment
Grade	Rate	Salary	01/07/2001	02/11/2001	01/11/2002	01/04/2003	01/07/2003
	31/12/2000	31/12/2000	2.00%	2.00%	2.00%	2.00%	2.00%
MECHANICAL MAINTENANCE							
Grade 3	32,453.64	12,496.31	12,735.21	12,978.89	13,227.44	13,480.96	13,739.56
Grade 4	37,287.36	49,317.09	50,292.41	51,287.23	52,301.95	53,336.97	54,392.69
Grade 4A	38,204.44	50,530.04	51,529.62	52,549.19	53,589.15	54,649.91	55,731.88
Grade 5	39,121.51	51,742.99	52,766.83	53,811.14	54,876.34	55,962.84	57,071.07
Grade 5A	40,084.57	53,016.75	54,066.06	55,136.36	56,228.06	57,341.60	58,477.41
Grade 6	41,047.62	54,290.50	55,365.29	56,461.57	57,579.78	58,720.35	59,883.73
Grade 6A	42,058.47	55,627.47	56,728.99	57,852.55	58,998.58	60,167.53	61,359.86
Grade 7	43,069.31	56,964.43	58,092.70	59,243.53	60,417.38	61,614.70	62,835.97
Grade 7A	44,130.97	58,368.60	59,524.95	60,704.43	61,907.49	63,134.62	64,386.29
Grade 8	45,192.63	59,772.78	60,957.21	62,165.33	63,397.61	64,654.54	65,936.61
Grade 8Q	46,109.70	60,985.73	62,194.42	63,427.28	64,684.80	65,967.47	67,275.80
ELECTRICAL MAINTENANCE							
Grade 3	32,453.64	44,948.95	45,836.91	46,742.62	47,666.45	48,608.76	49,569.91
Grade 4	35,329.54	49,046.55	49,990.20	50,952.72	51,934.49	52,935.90	53,957.33
Grade 4A	36,166.17	50,208.01	51,174.89	52,161.10	53,167.04	54,193.10	55,239.68
Grade 5	37,002.80	51,369.48	52,359.58	53,369.49	54,399.60	55,450.31	56,522.03
Grade 5A	37,881.38	52,589.17	53,603.67	54,638.46	55,693.95	56,770.55	57,868.68
Grade 6	38,759.95	53,808.86	54,847.75	55,907.42	56,988.28	58,090.76	59,215.29
Grade 6A	39,682.13	55,089.07	56,153.57	57,239.36	58,346.86	59,476.51	60,628.76
Grade 7	40,604.30	56,369.29	57,459.39	58,571.29	59,705.43	60,862.25	62,042.21
Grade 7A	41,572.83	57,713.86	58,830.85	59,970.18	61,132.30	62,317.66	63,526.73
Grade 8	42,541.36	59,058.43	60,202.32	61,369.08	62,559.18	63,773.08	65,011.26
Grade 8S	43,262.55	60,059.63	61,223.54	62,410.73	63,621.66	64,856.81	66,116.66
CONTINUOUS SHIFT							
Grade 1	556.46	972.07	991.50	1,011.33	1,031.56	1,052.19	1,073.23
Grade 1A	570.38	995.04	1,014.94	1,035.24	1,055.95	1,077.06	1,098.61
Grade 2	584.29	1,018.03	1,038.38	1,059.15	1,080.34	1,101.94	1,123.98
Grade 2A	598.89	1,042.14	1,062.98	1,084.24	1,105.93	1,128.04	1,150.60
Grade 3	613.51	1,066.28	1,087.60	1,109.35	1,131.54	1,154.17	1,177.25
Grade 3A	628.84	1,091.61	1,113.42	1,135.69	1,158.41	1,181.57	1,205.21
Grade 4	643.56	1,115.92	1,138.23	1,161.00	1,184.22	1,207.90	1,232.06
Grade 4A	659.65	1,142.49	1,165.33	1,188.63	1,212.41	1,236.65	1,261.39
Grade 5	675.74	1,169.06	1,192.44	1,216.29	1,240.62	1,265.43	1,290.74
Grade 5A	692.64	1,196.97	1,220.90	1,245.32	1,270.23	1,295.63	1,321.55
Grade 6	709.53	1,224.87	1,249.37	1,274.35	1,299.84	1,325.84	1,352.35
Grade 6A	727.27	1,254.16	1,279.23	1,304.82	1,330.91	1,357.53	1,384.68
Grade 7	745.00	1,283.45	1,309.12	1,335.30	1,362.00	1,389.24	1,417.03
UTILITIES							
Grade 5	675.74	1,005.19	1,025.30	1,045.80	1,066.72	1,088.05	1,109.82
Grade 5A	692.64	1,030.26	1,050.87	1,071.88	1,093.32	1,115.19	1,137.49
Grade 6	709.53	1,055.33	1,076.44	1,097.96	1,119.92	1,142.32	1,165.17
Grade 6A	727.27	1,081.64	1,103.27	1,125.34	1,147.85	1,170.80	1,194.22
Grade 7	745.00	1,107.95	1,130.11	1,152.71	1,175.77	1,199.28	1,223.27
DAY SHIFT							
Grade 1	556.46	861.59	878.81	896.38	914.31	932.60	951.25
Grade 1A	570.38	883.00	900.65	918.67	937.04	955.78	974.90
Grade 2	584.29	904.42	922.50	940.95	959.77	978.96	998.54
Grade 2A	598.89	926.91	945.44	964.35	983.64	1,003.31	1,023.38
Grade 3	613.51	949.40	968.38	987.75	1,007.51	1,027.66	1,048.21

Grade 3A	628.84	73.01	992.46	1,012.31	1,032.56	1,053.21	1,074.27
Grade 4L	673.49	1,041.75	1,062.58	1,083.83	1,105.51	1,127.62	1,150.17
Grade 4	643.56	995.67	1,015.58	1,035.89	1,056.61	1,077.74	1,099.29
Grade 4A	659.65	1,020.44	1,040.85	1,061.66	1,082.90	1,104.55	1,126.65
Grade 5	675.74	1,045.21	1,066.10	1,087.42	1,109.17	1,131.35	1,153.98
Grade 5A	692.64	1,071.22	1,092.63	1,114.49	1,136.78	1,159.51	1,182.70
Grade 6	709.53	1,097.23	1,119.17	1,141.56	1,164.39	1,187.68	1,211.43
Grade 6A	727.27	1,124.53	1,147.02	1,169.96	1,193.36	1,217.23	1,241.57
Grade 7	745.00	1,151.83	1,174.87	1,198.37	1,222.34	1,246.78	1,271.72

Category	Current	Annualised	New Rate	2 nd Payment	3 rd Payment	4 th Payment	5 th Payment
Grade	Rate	Salary	01/07/2001	02/11/2001	01/11/2002	01/04/2003	01/07/2003
	31/12/2000	31/12/2000	2.00%	2.00%	2.00%	2.00%	2.00%
DAY PROCESS							
Grade 1	556.46	726.58	741.11	755.93	771.05	786.47	802.20
Grade 1A	570.38	744.74	759.64	774.83	790.33	806.14	822.26
Grade 2	584.29	762.91	778.17	793.74	809.61	825.80	842.32
Grade 2A	598.89	781.98	797.62	813.57	829.85	846.44	863.37
Grade 3	613.51	801.06	817.08	833.43	850.09	867.10	884.44
Grade 3A	628.84	821.09	837.51	854.26	871.34	888.77	906.55
Grade 4	643.56	840.31	857.11	874.26	891.74	909.58	927.77
QUARRY							
Grade 1	556.46	765.87	781.19	796.81	812.75	829.00	845.58
Grade 1A	570.38	785.02	800.72	816.73	833.07	849.73	866.72
Grade 2	584.29	804.17	820.25	836.66	853.39	870.46	887.87
Grade 2A	598.89	824.27	840.75	857.57	874.72	892.21	910.06
Grade 3	613.51	844.38	861.27	878.49	896.06	913.99	932.27
Grade 3A	628.84	865.49	882.80	900.45	918.46	936.83	955.57
Grade 4	643.56	885.75	903.46	921.53	939.96	958.76	977.94
Grade 4A	659.65	907.89	926.05	944.57	963.46	982.73	1,002.39
Grade 5	675.74	930.03	948.64	967.61	986.96	1,006.70	1,026.83
MECHANICAL MAINTENANCE							
Grade 3	624.11	240.31	244.91	249.59	254.37	259.25	264.22
Grade 4	717.06	948.41	967.16	986.29	1,005.81	1,025.71	1,046.01
Grade 4A	734.70	971.73	990.95	1,010.56	1,030.56	1,050.96	1,071.77
Grade 5	752.34	995.06	1,014.75	1,034.83	1,055.31	1,076.21	1,097.52
Grade 5A	770.86	1,019.55	1,039.73	1,060.31	1,081.31	1,102.72	1,124.57
Grade 6	789.38	1,044.05	1,064.72	1,085.80	1,107.30	1,129.24	1,151.61
Grade 6A	808.82	1,069.76	1,090.94	1,112.55	1,134.59	1,157.07	1,180.00
Grade 7	828.26	1,095.47	1,117.17	1,139.30	1,161.87	1,184.90	1,208.38
Grade 7A	848.67	1,122.47	1,144.71	1,167.39	1,190.53	1,214.13	1,238.20
Grade 8	869.09	1,149.48	1,172.25	1,195.49	1,219.18	1,243.36	1,268.01
Grade 8Q	886.73	1,172.80	1,196.05	1,219.76	1,243.94	1,268.61	1,293.77
ELECTRICAL MAINTENANCE							
Grade 3	624.11	864.40	881.48	898.90	916.66	934.78	953.27
Grade 4	679.41	943.20	961.35	979.86	998.74	1,018.00	1,037.64
Grade 4A	695.50	965.54	984.13	1,003.10	1,022.44	1,042.18	1,062.30
Grade 5	711.59	987.87	1,006.92	1,026.34	1,046.15	1,066.35	1,086.96
Grade 5A	728.49	1,011.33	1,030.84	1,050.74	1,071.04	1,091.74	1,112.86
Grade 6	745.38	1,034.79	1,054.76	1,075.14	1,095.93	1,117.13	1,138.76
Grade 6A	763.12	1,059.41	1,079.88	1,100.76	1,122.06	1,143.78	1,165.94
Grade 7	780.85	1,084.02	1,104.99	1,126.37	1,148.18	1,170.43	1,193.12
Grade 7A	799.48	1,109.88	1,131.36	1,153.27	1,175.62	1,198.42	1,221.67
Grade 8	818.10	1,135.74	1,157.74	1,180.17	1,203.06	1,226.41	1,250.22
Grade 8S	831.97	1,154.99	1,177.38	1,200.21	1,223.49	1,247.25	1,271.47

CONTINUOUS SHIFT

Base + Allowances For Continuous Shift Employees				+ Pay Increase 2.00%		
Grade	Base	Allowances	Total	Base	Allowances	Total
1	41,274	9,273	50,547	42,100	9,459	51,558
1A	42,245	9,497	51,742	43,090	9,687	52,777
2	43,216	9,721	52,937	44,080	9,916	53,996
2A	44,235	9,956	54,191	45,120	10,155	55,275
3	45,255	10,191	55,447	46,160	10,395	56,555
3A	46,325	10,438	56,764	47,252	10,647	57,898
4	47,353	10,675	58,028	48,300	10,889	59,188
4A	48,476	10,934	59,410	49,445	11,153	60,597
5	49,598	11,193	60,791	50,590	11,417	62,007
5A	50,778	11,465	62,242	51,793	11,694	63,487
6	51,957	11,737	63,693	52,996	11,971	64,967
6A	53,194	12,022	65,216	54,258	12,262	66,520
7	54,432	12,307	66,739	55,521	12,554	68,074

ALLOWANCES FOR CONTINUOUS SHIFT EMPLOYEES

Grade	Shutdown	Reasonable	Public Hol	Annual Leave Utility	Flex	Shift allow for OT	Total
1	3,274	3,427	1,523	731	-	318	9,273
1A	3,356	3,512	1,561	749	-	318	9,497
2	3,438	3,598	1,599	768	-	318	9,721
2A	3,524	3,688	1,639	787	-	318	9,956
3	3,610	3,778	1,679	806	-	318	10,191
3A	3,700	3,872	1,721	826	-	318	10,438
4	3,787	3,963	1,761	845	-	318	10,675
4A	3,882	4,062	1,805	867	-	318	10,934
5	3,976	4,161	1,849	888	-	318	11,193
5A	4,076	4,265	1,896	910	-	318	11,465
6	4,175	4,369	1,942	932	-	318	11,737
6A	4,279	4,478	1,990	955	-	318	12,022
7	4,384	4,588	2,039	979	-	318	12,307

OVERTIME CAP

Shutdown Reasonable	Overtime	Public	Holidays	Total Cap
112	142	104	254	248

* Public holiday not included in cap.

DAY SHIFT

BASE + ALLOWANCES FOR DAY SHIFT EMPLOYEES				+ PAY INCREASE 2 %		
GRADE	BASE	ALLOWANCES	TOTAL	BASE	ALLOWANCES	TOTAL
1	35,028	9,774	44,802	35,729	9,970	45,698
1A	35,904	10,012	45,916	36,622	10,213	46,834
2	36,780	10,250	47,030	37,515	10,455	47,970
2A	37,699	10,500	48,199	38,453	10,710	49,163
3	38,619	10,750	49,369	39,391	10,965	50,356
3A	39,584	11,013	50,597	40,376	11,233	51,608
4L	42,395	11,776	54,171	43,242	12,012	55,254
4	40,511	11,264	51,775	41,321	11,490	52,810
4A	41,523	11,540	53,063	42,354	11,770	54,124
5	42,536	11,815	54,351	43,387	12,051	55,437

5A	43,600	12,104	55,704	44,472	12,346	56,817
6	44,663	12,393	57,056	45,557	12,641	58,197
6A	45,780	12,696	58,476	46,695	12,950	59,645
7	46,896	12,999	59,895	47,834	13,259	61,093

ALLOWANCES FOR DAY SHIFT EMPLOYEES

Grade	Shutdown	Reasonable Overtime	Public Holidays	Shift allow for OT	Total
1	4,873	3,655	990	256	9,774
1A	4,995	3,746	1,015	256	10,012
2	5,117	3,838	1,039	256	10,250
2A	5,245	3,934	1,065	256	10,500
3	5,373	4,030	1,091	256	10,750
3A	5,507	4,131	1,119	256	11,013
3AL	5,898	4,424	1,198	256	11,776
4	5,636	4,227	1,145	256	11,264
4A	5,777	4,333	1,173	256	11,540
5	5,918	4,439	1,202	256	11,815
5A	6,066	4,550	1,232	256	12,104
6	6,214	4,661	1,262	256	12,393
6A	6,369	4,777	1,294	256	12,696
7	6,525	4,893	1,325	256	12,999

OVERTIME CAP

Shutdown	Reasonable OT	Public Holidays	Weekends	Total	Cap
166	125	68	208	567	560

* Shutdown - Kilns, cement and raw

* Public holiday not included in cap.

DAY PROCESS

BASE + ALLOWANCES FOR DAY SHIFT EMPLOYEES				+ PAY INCREASE 2 %		
GRADE	BASE	ALLOWANCES	TOTAL	BASE	ALLOWANCES	TOTAL
1A	29,660	9,067	38,727	30,253	9,249	39,501
2	30,383	9,288	39,672	30,991	9,474	40,464
2A	31,143	9,521	40,663	31,765	9,711	41,476
3	31,902	9,753	41,655	32,540	9,948	42,488

3A	32,700	9,997	42,697	33,354	10,197	43,550
4	33,465	10,231	43,696	34,135	10,435	44,569

ALLOWANCES FOR DAY SHIFT EMPLOYEES

GRADE	SHUTDOWN	REASONABLE OVERTIME	LUNCH SAT & SUN	TOTAL
1	5,742	3,046	59	8,846
1A	5,885	3,122	60	9,067
2	6,029	3,198	62	9,288
2A	6,179	3,278	63	9,521
3	6,330	3,358	65	9,753
3A	6,488	3,442	66	9,997
4	6,640	3,523	68	10,231

OVERTIME CAP

SHUTDOWN	REASONABLE O/T	TOTAL	CAP
196	104	300	293

* Shutdown - Kilns, cement and raw

* Public holiday not included in cap.

QUARRY

BASE + ALLOWANCES FOR QUARRY EMPLOYEES + Pay Increase 2.00 %							
GRADE	BASE	9 HOUR DAY	OVERTIME	TOTAL	BASE + 9 HOUR DAY	OVERTIME	TOTAL
1	28,936	7,615	3,274	39,825	37,282	3,340	40,621
1A	29,660	7,805	3,356	40,821	38,214	3,423	41,637
2	30,383	7,996	3,438	41,817	39,146	3,507	42,653
2A	31,143	8,195	3,524	42,862	40,125	3,595	43,719
3	31,902	8,395	3,610	43,908	41,104	3,682	44,785
3A	32,700	8,605	3,700	45,005	42,131	3,774	45,905
4	33,465	8,807	3,787	46,059	43,117	3,863	46,980
4A	34,302	9,027	3,882	47,210	44,195	3,959	48,154
5	35,139	9,247	3,976	48,362	45,273	4,056	49,329

QUARRY ALLOWANCE FOR CURRENT QUARRY OPERATIONS WHEN WORKING ON SAT & SUN + 2.00%							
GRADE	HOURLY RATE	SAT OR SUN	Avg HOURS	ONE DAY	TWO DAYS	ONE DAY	TWO DAYS
1	14.644	8	2	234.30	468.60	238.99	477.97
1A	15.010	8	2	240.16	480.32	244.96	489.92
2	15.376	8	2	246.02	492.03	250.94	501.88
2A	15.760	8	2	252.17	504.33	257.21	514.42
3	16.145	8	2	258.32	516.64	263.49	526.97
3A	16.549	8	2	264.78	529.55	270.07	540.14

4	16.936	8	2	270.97	541.95	276.39	552.79
4A	17.359	8	2	277.75	555.50	283.30	566.61
5	17.783	8	2	284.52	569.05	290.21	580.43

OVERTIME CAP

9 HOUR DAY	REASONABLE OVERTIME	TOTAL	CAP
247	112	359	350

UTILITY

BASE + ALLOWANCES FOR UTILITY EMPLOYEES + Pay Increase 2.00%						
GRADE	BASE	ALLOWANCES	TOTAL	BASE	ALLOWANCES	TOTAL
5	44,386	7,884	52,270	45,273	8,042	53,315
5A	45,495	8,078	53,574	46,405	8,240	54,645
6	46,605	8,272	54,877	47,537	8,437	55,974
6A	47,770	8,475	56,245	48,725	8,645	57,370
7	48,935	8,679	57,614	49,914	8,852	58,765

ALLOWANCES FOR UTILITY EMPLOYEES

GRADE	SHUTDOWN	REASONABLE	PUBLIC HOL	SHIFT ALLOW FOR O/T	TOTAL
5	3,976	2,275	1,498	135	7,884
5A	4,076	2,332	1,535	135	8,078
6	4,175	2,389	1,573	135	8,272
6A	4,279	2,448	1,612	135	8,475
7	4,384	2,508	1,652	135	8,679

OVERTIME CAP

SHUTDOWN	REASONABLE O/T	PUBLIC HOL	TOTAL	CAP
112	64	84	176	172

* Public holiday not included in cap.

MECHANICAL MAINTENANCE

Grade 3	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	16.424	1
Overtime	3.8	48		2	182.4	16.424	5991
Shutdowns	4		25	2	100	16.424	3285
Shutdowns	12		8	2	96	16.424	3153
Total Overtime					378.40		12430
Call-outs					0	16.424	0
Lunch Sat,Sun	0.5		8	1	4	16.424	66
Total							12496

Grade 4	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	17.215	34017
Overtime	3.8	48		2	182.40	17.215	6280

Shutdowns	4		25	2	100	17.215	3443
Shutdowns	12		8	2	96	17.215	3305
Total Overtime					378.4		13028
Call-outs	16	4		2	64	17.215	2204
Lunch Sat,Sun	0.5		8	1	4	17.215	69
Total							49317

Grade 4A	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	17.638	34853
Overtime	3.8	48		2	182.40	17.638	6434
Shutdowns	4		25	2	100	17.638	3528
Shutdowns	12		8	2	96	17.638	3387
Total Overtime	16				378.4		13349
Call-outs	0.5	4		2	64	17.638	2258
Lunch Sat,Sun			8	1	4	17.638	71
Total							50530

Grade5	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	18.062	35690
Overtime	3.8	48		2	182.40	18.062	6589
Shutdowns	4		25	2	100	18.062	3612
Shutdowns	12		8	2	96	18.062	3468
Total Overtime	16				378.4		13669
Call-outs	0.5	4		2	64	18.062	2312
Lunch Sat,Sun			8	1	4	18.062	72
Total							51743

Grade 5 A	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	18.506	36568
Overtime	3.8	48		2	182.40	18.506	6751
Shutdowns	4		25	2	100	18.506	3701
Shutdowns	12		8	2	96	18.506	3553
Total Overtime	16				378.4		14006
Call-outs	0.5	4		2	64	18.506	2369
Lunch Sat,Sun			8	1	4	18.506	74
Total							53017

Grade 6	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	18.951	37447
Overtime	3.8	48		2	182.40	18.951	6913
Shutdowns	4		25	2	100	18.951	3790
Shutdowns	12		8	2	96	18.951	3636
Total Overtime	16				378.4		14342

Call-outs	0.5	4		2	64	18.951	2426
Lunch Sat,Sun			8	1	4	18.951	76
Total							54291

Grade 6A	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	19.418	38369
Overtime	3.8	48		2	182.40	19.418	7084
Shutdowns	4		25	2	100	19.418	3884
Shutdowns	12		8	2	96	19.418	3728
Total Overtime	16				378.4		14695
Call-outs	0.5	4		2	64	19.418	2485
Lunch Sat,Sun			8	1	4	19.418	78
Total							55627

Grade 7	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	19.884	39291
Overtime	3.8	48		2	182.40	19.884	7254
Shutdowns	4		25	2	100	19.884	3977
Shutdowns	12		8	2	96	19.884	3818
Total Overtime	16				378.4		15048
Call-outs	0.5	4		2	64	19.884	2545
Lunch Sat,Sun			8	1	4	19.884	80
Total							56964

Grade 7A	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	20.374	40260
Overtime	3.8	48		2	182.40	20.374	7433
Shutdowns	4		25	2	100	20.374	4075
Shutdowns	12		8	2	96	20.374	3912
Total Overtime	16				378.4		15419
Call-outs	0.5	4		2	64	20.374	2608
Lunch Sat,Sun			8	1	4	20.374	81
Total							58369

Grade 8	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	20.865	41228
Overtime	3.8	48		2	182.40	20.865	7611
Shutdowns	4		25	2	100	20.865	4173
Shutdowns	12		8	2	96	20.865	4006

Total Overtime	16				378.4		15790
Call-outs	0.5	4		2	64	20.865	2671
Lunch Sat,Sun			8	1	4	20.865	83
Total							59773

Grade 8Q	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	21.288	42065
Overtime	3.8	48		2	182.40	21.288	7766
Shutdowns	4		25	2	100	21.288	4258
Shutdowns	12		8	2	96	21.288	4087
Total Overtime	16				378.4		16111
Call-outs	0.5	4		2	64	21.288	2725
Lunch Sat,Sun			8	1	4	21.288	85
Total							60986

NOTES:

1. Tool allowance is included in the calculations above.
2. Call-outs averaged over the two years to June 1999 = 16 /employee
3. Overtime averaged over the two years to June 1999 = 379 hrs/employee
4. Shutdown overtime is estimated at 196 hrs/employee
5. Overtime based on 3.8 hours per week

ELECTRICAL MAINTENANCE

Grade 3	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	16.424	32454
Overtime	3.8	48		2	182.4	16.424	5991
Shutdowns	4		25	2	100	16.424	3285
Shutdowns	12		8	2	96	16.424	3153
Total O/T					378.4		12430
Call-outs					0	16.424	0
Lunch Sat,Sun	0.5		8	1	4	16.424	66
Total							44949

Grade 4	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	17.879	35330
Overtime	1.7	48		2	81.6	17.879	2918
Shutdowns	4		25	2	100	17.879	3576
Shutdowns	12		8	2	96	17.879	3433
Total O/T					277.60		9927
Call-outs	8	13		2	104	17.879	3719
Lunch Sat,Sun	0.5		8	1	4	17.879	72
Total							49047

Grade 4A	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	18.303	36166
Overtime	1.7	48		2	81.6	18.303	2987
Shutdowns	4		25	2	100	18.303	3661
Shutdowns	12		8	2	96	18.303	3514
Total O/T					277.60		10162
Call-outs	8	13		2	104	18.303	3807
Lunch Sat,Sun	0.5		8	1	4	18.303	73
Total							50208

Grade 5	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	18.726	37003
Overtime	1.7	48		2	81.6	18.726	3056
Shutdowns	4		25	2	100	18.726	3745
Shutdowns	12		8	2	96	18.726	3595
Total O/T					277.60		10397
Call-outs	8	13		2	104	18.726	3895
Lunch Sat,Sun	0.5		8	1	4	18.726	75
Total							51369

Grade 5A	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	19.171	37881
Overtime	1.7	48		2	81.6	19.171	3129
Shutdowns	4		25	2	100	19.171	3834
Shutdowns	12		8	2	96	19.171	3681
Total O/T					277.60		10644
Call-outs	8	13		2	104	19.171	3988
Lunch Sat,Sun	0.5		8	1	4	19.171	77
Total							52589

Grade 6	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	19.615	38760
Overtime	1.7	48		2	81.6	19.615	3201
Shutdowns	4		25	2	100	19.615	3923
Shutdowns	12		8	2	96	19.615	3766
Total O/T					277.60		10890
Call-outs	8	13		2	104	19.615	4080
Lunch Sat,Sun	0.5		8	1	4	19.615	78
Total							53809

Grade 6A	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	20.082	39682
Overtime	1.7	48		2	81.6	20.082	3277

Shutdowns	4		25	2	100	20.082	4016
Shutdowns	12		8	2	96	20.082	3856
Total O/T					277.60		11150
Call-outs	8	13		2	104	20.082	4177
Lunch Sat,Sun	0.5		8	1	4	20.082	80
Total							55089

Grade 7	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	20.549	40604
Overtime	1.7	48		2	81.6	20.549	3354
Shutdowns	4		25	2	100	20.549	4110
Shutdowns	12		8	2	96	20.549	3945
Total O/T					277.60		11409
Call-outs	8	13		2	104	20.549	4274
Lunch Sat,Sun	0.5		8	1	4	20.549	82
Total							56369

Grade 7A	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	21.039	41573
Overtime	1.7	48		2	81.6	21.039	3434
Shutdowns	4		25	2	100	21.039	4208
Shutdowns	12		8	2	96	21.039	4039
Total O/T					277.60		11681
Call-outs	8	13		2	104	21.039	4376
Lunch Sat,Sun	0.5		8	1	4	21.039	84
Total							57714

Grade 8	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	21.529	42541
Overtime	1.7	48		2	81.6	21.529	3514
Shutdowns	4		25	2	100	21.529	4306
Shutdowns	12		8	2	96	21.529	4134
Total O/T					277.60		11953
Call-outs	8	13		2	104	21.529	4478
Lunch Sat,Sun	0.5		8	1	4	21.529	86
Total							59058

Grade 8SU	Hours	Weeks	Days	Rate	Hours	Rate/HR	Total
Base rate	38	52		1	1976	21.894	43263
Overtime	1.7	48		2	81.6	21.894	3573
Shutdowns	4		25	2	100	21.894	4379
Shutdowns	12		8	2	96	21.894	4204
Total O/T					277.60		12156
Call-outs	8	13		2	104	21.894	4554
Lunch Sat,Sun	0.5		8	1	4	21.894	88
Total							60060

NOTES:

1. Tool allowance is included in the calculations above.
2. Call-outs averaged over the two years to June 1999 = 16 /employee
3. Overtime averaged over the two years to June 1999 = 379 hrs/employee
4. Shutdown overtime is estimated at 196 hrs/employee
5. Overtime based on 5 hours per week

APPENDIX 5 - REDUNDANCY ATTACHMENT

It is the intention of the parties to this agreement to cooperate in a trial in order to develop and implement changed working arrangements to allow the release of 7 EA roles. The trial and subsequent implementation of the redundancies will be regulated by the following conditions.

Trial Stages

The trial will include the following stages

- Planning
- Training
- Trial and Monitoring
- Review and modification
- Implementation

Consultation

Employees affected will have the opportunity to consult with management throughout all phases of the trial.

Planning

A comprehensive trial plan will be developed before commencement of the trial.

Flexibilities

Employees and management will identify, trial, and mutually agree flexibilities necessary to allow the 7 role reductions, preferably as a result of voluntary redundancy and/or natural attrition.

Training

Training identified throughout the trial will be provided before employees are expected to perform duties requiring additional skills.

Trial and Monitoring

The trial and monitoring will start upon completion of the necessary training.

Review and Modification

A single management representative (Services Manager) will be responsible for overseeing the trials.

During the trials, an independent safety expert will audit the changed working arrangements to identify any work related issues requiring improvement. The parties agree to meet to review and agree the necessary changes to rectify any issues identified.

Alternative trials may be developed and implemented if necessary to achieve the 7 role reductions.

The Company will conduct monthly reviews during the trials. In conducting these reviews, the Company will consult with representatives of workgroups affected and take account of their views. The reviews will consider employee and business issues including but not limited to safety, hours worked, and contractor use. The reviews will also consider other factors impacting on the trial, including shutdowns and other intermittent events.

Implementation

At the completion of the trial, the Company will review the results with an objective of releasing the redundant roles. If necessary, the General Manager, Operations will also conduct a site review of the trial.

The Company will consult with affected employees throughout the trial and review process. Any decision by the Company to make the redundancies will only be made after reviewing the results of the trials.

Upon implementation of the redundancies, the descriptions of the relevant positions within the existing classification structure will be reviewed and any changes made will override the classification structure in the body of the Agreement. Any such changes will be recognized by an exchange of letters between the parties.

OTHER CONDITIONS

Contractors

Any use of contractors resulting from the changes will be regulated by the existing contractors agreement.

Selection of Redundancies

There will be no more than 7 additional EA role reductions before 31 December 2003.

There will be no forced redundancies if the 7 EA role reductions are achieved through voluntary redundancies or natural attrition.

During the trial, employees volunteering for redundancy will be assigned to special duties and projects. They may however be returned to their original role in circumstances agreed between the parties. This however will not necessarily mean that the trial has been unsuccessful.

Timing

The trials may commence on agreement of the EA.

The trials will be of variable duration, but are expected to be the following

Approximately one month for the role reductions relating to the Gardener and Greaser positions

Approximately two months for the three process role reductions

Approximately two months for the two fitter role reductions

The trial durations may be extended (if necessary) upon review.

The parties agree as far as practical to expedite the trials to allow for the earliest possible release of any voluntary redundancies.

Process Arrangements

Full plant operation will normally involve 4 people on each shift.

Day process employees will be rostered to work 1 weekend in 4.

Relationship to Enterprise Agreement

This attachment (Appendix 5 - Redundancies) ceases to have effect on 31 December 2003.