

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/303

**TITLE:** **Orica Explosives Hunter Valley Enterprise Agreement**

**I.R.C. NO:** IRC4/3081

**DATE APPROVED/COMMENCEMENT:** 10 June 2004

**TERM:** 30

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/171

**GAZETTAL REFERENCE:** 3 December 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 20

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Orica Explosives, located at 6/799 Pacific Highway Chatswood NSW 2067, engaged in the manufacture and delivery of explosives and blasting products and services at Open Cut Coal sites within the Orica Explosives NSW Coal Business, who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award

**PARTIES:** Orica Explosives -&- the Transport Workers' Union of New South Wales

# ORICA EXPLOSIVES HUNTER VALLEY ENTERPRISE AGREEMENT 2004

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### **1. Introduction**

This Agreement shall be known as the Orica Explosives Hunter Valley Enterprise Agreement.

This Agreement will form the basis of the way we operate within the Hunter Valley Region. Throughout which we will remain committed to safety, quality and reliability of our products and services to meet the changing needs of our customers.

In all aspects of the way we operate, we will abide by Orica's Values:

Safety, Health and the Environment - Ensure the future of our families and ourselves.

Commercial Ownership - Would you spend the money?

Working Together - Two heads are better than one.

Creative Customer Solutions - Your customer's problem is your problem.

In working in the Hunter Valley we believe that flexibility and our ability to meet our customer's needs in a cost-effective manner is paramount to remaining a competitive force in the region.

## **2. Application of This Agreement**

This agreement has been established to cover the employment conditions of Company employees involved in the manufacture and delivery of explosives and blasting products and services at Open Cut Coal sites within the Orica Explosives NSW Coal Business. This agreement shall be binding on the Transport Workers' Union and members of that union or those eligible to be members thereof and on Orica Australia Pty Ltd for the above employees.

This Agreement has been developed through a voluntary process of consultation and participation of the parties without duress and reflects the commitment of the Company and employees to achieve safe, efficient and cost effective operation.

## **3. Safety, Health and Environment**

It is a fundamental requirement of the Company that its business be conducted safely.

It is a prime responsibility of all people employed in the Company to ensure that their jobs are performed safely and without injury to themselves or others. Employees, supervisors and managers will be held accountable for the safety and occupational health of people working under their direction, for themselves and for environment protection measures in the activities they control.

The Company will provide safe working conditions, define and teach safe working practices and provide information and control measures for hazards in the workplace and in the environment. The Company's objective is the elimination of all incidents, which could result in personal injury, occupational illness or damage to the environment. Safety legislation, customer site and Orica SH&E standards will be complied with.

It is a condition of employment that the employee undergo Health Assessments (which may include drug and alcohol tests) as and when requested by the Company and/or the minesite. These Health Assessments will be performed for the purpose of ensuring that the Company's Health and Safety obligations to the employee and others are being met. In signing this agreement the employee consents to undertaking drug and alcohol tests, as and when requested by the Company and/or minesite, in accordance with the policy. Breach of the drug and alcohol testing policy may lead to disciplinary action up to and including dismissal.

## **4. Term**

This Agreement shall operate from the date it is signed by the parties and is subject to the approval by the NSW Industrial Relations Commission for a period of 2.5 years. The parties agree that no later than 4 months prior to the expiration of this agreement, discussions shall commence regarding the desirability and content of a future agreement.

## 5. Remuneration Structure

### 5.1 Types of employment

Employees shall be engaged either as full time, Fixed term, or on a casual basis. All employees will receive an appropriate induction incorporating safe working procedures prior to commencing any work.

### 5.2 Probationary employment

All new full time, fixed term and part time employees shall be engaged by the company on a probationary period of no longer than 12 weeks.

The probationary period shall permit the employee to be inducted, undergo initial training and for the company to assess the employees performance. During this probationary period either party may terminate employment. This probationary period may be extended for an additional period of no longer than 12 weeks should it be deemed necessary.

### 5.3 Casual employment

A casual employee is defined as a person who is engaged by the hour. Employment may be terminated by the Company or the employee giving one (1) hour's notice or payment or forfeiture of one (1) hour's ordinary pay in lieu of notice. A casual employee will not be entitled to annual leave, long service leave, or any other paid leave (eg sick, carer's leave etc).

A casual employee will be paid the rate of \$30.25. Including a premium of 15% on this rate to compensate for not accumulating annual leave, long service leave and having non-paid sick and other types of leave. As applicable to the level.

- A. Casual numbers will be reviewed at the monthly Consultative Committee meeting
- B. Positions occupied by casual employees for six months or longer will be reviewed by the Consultative Committee.
- C. Casual position duties are the same as level one excluding truck operation and shot-firing duties

### 5.4 Fixed Term Employment

The parties agree that, in some cases, Fixed term employment is warranted due to the contractual and sometimes temporary nature of the companies business. The parties further agree that in all cases, the consultative committee will be consulted prior to any Fixed Term Employees being appointed. Fixed Term employees may be employed for a period of up to 12 months. The provisions of this Agreement will apply on a pro rata basis. There will be no entitlement to retrenchment pay under Item 10, 'Redundancy' of this agreement.

### 5.5 Full - time Employees

A full - time Employee is paid an Aggregate Yearly Wage (AYW) to recognise the requirements of the position. Pay rates are as set out in Appendix 1.

### 5.6 Pay structure and Roster Work Week

The permanent employee's AYW is made up from the ordinary pay rate base on permanent day shift employees 38 hour week and with 6 hours prepaid overtime. An additional 2 hours would be worked to accrue RDO hour's .The normal working window is Monday to Friday, from 4.00am to 6.00pm. This excludes a half hour lunch break each day but shall include one 15 minute meal break prior to 9.00am.The AYW also includes the overall Agreement Allowance. Shift and roster Penalties are payed in addition to the AYW.

Plant start and finish times will be determined by agreement between the employees and the plant supervisors to meet the business needs

Un-scheduled overtime is to be managed by the supervisors and the team members.

Unscheduled overtime payments will be made weekly in arrears.

Employees will not be required to ordinarily work more 50 hours per week averaged across the roster period without written approval from management.

#### 5.7 Pay rate review

The AYW and the Overtime Hourly rate will be reviewed on the first full pay period to fall on or after the sign off date of this agreement;

On agreement	2% on base rate.
01 January 2005	3% on AYW.
01 January 2006	3% on AYW.

#### 5.8 Pay periods

Pay periods will be weekly.

#### 5.9 Roster Days Off

These will accrue on the basis of 7.6 hours per calendar month or a total of 91.2 hours pa. (12 RDO's per year for those not on a roster) or (The equivalent number of shifts for those on a roster. Eg: 12 hour shift roster = 8 RDO's). RDO's will be scheduled in consultation with the employees by the plant supervisor and may be accumulated over the course of the year.

By mutual agreement RDO'S may be worked to assist management and customer needs at the overtime rate.

#### 5.10 Meal Breaks/Rest Pauses

Breaks may be taken at such times as agreed between employees and their supervisors and should not interfere with continuity of work. Breaks may be staggered within a crew to enable continuity of work or production. At all times government legislation / regulations are to be adhered to. Employees working a 12 hours shift roster shall take a second paid meal break of 30 minutes duration in the course of the shift

#### 5.11 Work Week restrictions

Employees should not ordinarily work more than 12 hours in a day.

No employee is required to work in excess of 14 consecutive hours.

There is to be a minimum of 10 hours rest between successive work periods.

Except those employees on continuous 7-day roster, employees shall receive one RDO per month. As per clause 5.9

Should there be a need for another shift roster to be worked, the Company will consult with the employees and review the annual salary rate effective the commencement of the new roster.

## 5.12 Termination of employment

The employer may end the employment of an employee by giving them notice. The employee may resign from employment by giving notice to the employer. Unless otherwise agreed between the employee and employer the period of notice required shall be at least:

Probationary employees	One week
Fixed Term employees	Two weeks
Full time employee's	Four weeks

The period of notice of terminations shall not apply in the case of:

dismissal for conduct that justifies summary dismissal at common law

casual employees

employees engaged for a specific period of time or for a specific task

Abandonment of employment involving an unauthorised absence in excess of two days. In such case a formal notice of termination will be sent to the employee's last known address and, unless an explanation for the absence is provided, the termination will be effective in 5 days.

In lieu of the period of notice, Orica may make payment equivalent to the Aggregate Yearly Wage only the employee would have received in during the period of notice had his or her employment not been terminated.

## 6. Additional Benefits

### 6.1 Superannuation

Orica will meet all its obligations under Australian superannuation legislation. Within legislated requirements, employees will have the opportunity to choose the fund and the level of contribution made to that fund.

No new members will be accepted into the Orica Defined Benefit Fund.

For new employees and employees who are not members of the Orica Defined Benefit Fund, Orica will offer a 'default fund'. Orica currently nominates the FlexibleSuper, a sub-fund of The Flexible Benefits Superannuation Fund (a complying superannuation fund managed by Watson Wyatt), as the 'default fund' for all employees. All new employees will be covered by this fund from day one to ensure superannuation and insurance coverage is provided.

The Company shall contribute an amount equal to 11% of the employee's AYW (Defined Contributions Members) as per Appendix 1. Employees who remain members of the Defined Benefits Fund will be subject to the rules of the fund as determined by the fund Trustees. There is no intent to vary the Superannuation entitlements of employees by applying the terms and conditions of this Agreement.

### 6.2 Other Benefits

The following benefits are currently provided to all Orica employees. These may be amended from time to time in accordance with Orica policies and procedures: -

#### 6.2.1 Employee Share Plan

After two years continuous full-time service employees are eligible to participate in the Company Share plan.

## 6.2.2 Health Benefits Plan

The Company's Health Benefits Plan helps to meet certain medical and hospital costs above a basic sum incurred by the employee, their spouse or dependent children. The Health Benefits Plan is non-contributory, and open to all employees immediately on joining the Company.

## 6.3 Salary Sacrifice

Salary sacrifice opportunities that may become available to employees, such as GEESP and Superannuation, must meet the rules set out by the Australian Taxation Office and Company guidelines. Implementation of salary sacrifice options will be by individual agreement.

It is acknowledged by the parties to this agreement, that salary sacrifice options may change beyond the control of the Business

## 6.4 Public Holidays

Australia Day, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, or the holidays if any, substituted for such day by proclamation shall be treated as public holidays for the purposes of this agreement.

Hours worked on these days shall go towards the weekly overtime total.

New Year's Day, Good Friday, Christmas Day and Boxing Day, or the holidays if any, substituted for such day by proclamation shall be treated as public holidays for the purposes of this agreement shall be paid work days.

Payment for these days will be at the agreed overtime-hourly rate as set out in Appendix 1.

Hours worked on these days will not contribute to the prepaid overtime hours.

## 6.5 Leave

### 6.5.1 Annual leave

Employees will be entitled to twenty (20) annual leave days off per year. These may be required to fit reasonably around customer and business requirement. Annual leave will accrue and be deducted at the rate of 7.6 hours for each day.

Employees are entitled to annual leave loading of 25% of the AYW on four weeks annual leave, or their current shift payments applied to the four weeks wage whichever is the greater.

### 6.5.2 Sick Leave

An employee is entitled to paid sick leave in circumstances where he or she cannot attend for duty due to genuine illness or injury by accident. Sick leave that is excessive, prolonged or continuous will be approved at the discretion of the Area Business Manager / Operations Manager. Employees entitled to leave of absence without loss of pay and will continue to receive their aggregate yearly wage rate whilst on sick leave.

Reasonable endeavours to rehabilitate employees back into the work place will be undertaken where the reasons behind the need for rehabilitation does not arise from enactment of the Worker's Compensation NSW Act. In these cases, the Company will regularly review the employee's recovery plan, with the extension of ongoing sick leave at discretion of the Company. Nothing in the clause will contravene the Worker's Comp NSW Act.

### 6.5.3 Long Service Leave

Long Service Leave provisions are as per the *Long Service Leave Act 1955* (NSW). Long Service Leave will be provided at the AYW outlined in Appendix 1.

#### 6.5.4 Bereavement/Compassionate Leave

An employee may be granted bereavement/compassionate leave up to 5 days at the discretion of the Company. The Company will use discretion in determining whether leave is appropriate and, if so, how much leave to grant.

#### 6.5.5 Maternity, Paternity and Adoption Leave

Female employees are eligible for maternity leave after twelve months continuous service. Maternity leave entitlement is set at a minimum of six weeks to a maximum of 52 weeks. The first 6 weeks shall be paid at the total annualised rate. After 12 months-continuous service a period of up to 1 week unpaid paternity leave will be available to male employees at the time of confinement of their spouse in order to assist her to care for the family.

An additional unbroken period of up to 51 weeks unpaid paternity leave will be available to male employees in order to become the primary care-giver of the newborn child. Paternity leave ceases on the child's first birthday.

The total amount of maternity and paternity leave available to a family is 52 weeks.

Paternity leave is reduced by any period of maternity leave taken by the employee's spouse and, except for the week at the time of the birth, shall not be taken concurrently with her maternity leave.

The entitlement of female employees to maternity leave remains unaltered. Maternity leave is reduced however by any period of paternity leave taken by the employee's spouse.

#### 6.5.6 Military Service Leave/Emergency Services Leave

Employees who are members of the Defence Force Reserves can obtain paid leave of absence of up to two weeks per year to attend camps. This leave is additional to annual leave entitlements.

Where participation in emergency services is required, this will also come under the provisions outlined above, but only for services required in the employee's local area (eg within 200km of the place of employment).

#### 6.5.7 Approvals and Records

Employees will be required to complete and submit leave approval forms. The Company, within reason, will have input to the planning and scheduling of leave. Once a leave approval form has been submitted by an employee for approval that form should be returned to the employee with the leave approved or not approved within two weeks for that calendar year. (No pending approvals) Non approvals should be accompanied with an explanation.

#### 6.5.8 Training and Skills Matrix

All parties are committed to the development of the appropriate plant wide and area specific skills. Training that is relevant to the needs of the business will be provided. To this end, the parties commit to actively develop, review and refine the skills list to ensure it is consistent with the needs of the business, work teams and individual employees. The parties commit to the principles of a skills based system and differential reward based on skills and demonstrated competency of those skills.

As business needs change, skills may be modified during the term of this agreement. The Consultative Committee will be involved in this process of review and modification.

An example of a Skills matrix is attached as Appendix-2



Progression along Classification levels is subject to demonstrated competence and availability of a position at the appropriate Classification Level. The parties agree that management is responsible for determining the organisation structure of the business including the number and type of skills required to operate at each site. The parties agree that employee's classification levels at the time of making this agreement shall be preserved.

### **7. Agreement Review Process**

The Consultative Committee will meet on a monthly basis to actively monitor and review the progress towards financial targets and agreed measures of team success. The Consultative Committee will consist of one member from each of the work teams plus a representative from the Company and his/her additional nominee.

The principal functions of the committee will be to:

Be a forum to discuss and resolve any issue affecting the business and to provide the employees with an update on business performance and future issues facing the business.

Monitor data relevant to the measures of business and team success (eg KPIs). Review and develop KPIs

Provide a forum for issues raised by work teams, which have not been resolved at the local work team level.

Assess the operation of the agreement and the working of additional hours.

Discuss and plan for any substantive changes to working arrangements.

To conduct a review of skills structures and matrices and recommend actions arising.

To assist in the development of work rosters

### **8. Dispute Resolution Procedure**

The parties recognise the importance of uninterrupted production and supply to customers and agree that conciliation is the most satisfactory means to resolve matters. Accordingly, the parties agree to discuss issues exhaustively with the outcome being determined on the facts, logic and merit involved.

Issues, decisions or actions an individual or group believes to be unfair will be addressed by the Disputes Resolution Procedure.

The objective of the system is to resolve matters internally in a fair and timely manner.

All parties are committed to ensuring that issues are resolved in a conciliatory manner. In any event, we remain committed to ensuring customers and the business remain a priority at all times.

Issues will be handled in the following way: -

1. In the first instance the employee(s) with the problem will discuss the issue with the Plant Supervisor and Operations Manager (or equivalent).
2. When required, the Union Delegate/Team Representative will assist in discussions to resolve the problem.
3. Should the problem remain unresolved, the appropriate Union officials (including District Officials) and Company representative(s) will be invited to assist in discussions.
4. If the issue cannot be resolved at this level, the Supervisor and Operations Manager will invite the Manager NSW Coal (or equivalent) to participate in the discussions to resolve the matter.

5. If the matter still cannot be resolved, the matter will be referred to the NSW Industrial Relations Commission to assist in finding resolution.

This clause does not preclude an employee from pursuing an issue with an appropriate external commission or tribunal (eg Anti Discrimination Commission) to seek finalisation and resolution.

#### 8.1 Performance review and development

To enhance the development of our people, all employees will participate in regular performance feedback discussions.

At least annually there will be a formal review of all employees performance where an overall assessment will be recorded. Provision shall also be made for employees to provide feedback to their managers or supervisors.

### **9. Employee Counselling and Performance Management**

It is recognised that part of a Supervisor's role is to motivate employees to achieve certain standards. These standards may be in terms of quantity, quality, safety and other measures.

It is hoped that the performance appraisal process will raise issues at an early stage with no further action required. However, it must be recognised, that if the required performance standards are not evident, the Supervisor has a responsibility to manage the situation in such a way as to achieve the required improvement in performance.

Performance issues will be handled in accordance with the procedure as set out below. Performance counselling is intended to be used in a positive way to coach and develop skills, attitudes and performance gaps that employees may have.

Where an employee is unable to full fill their normal duties or have had their site access denied or authority/licence to operate revoked a review will be conducted on a case by case basis. Where suitable and gainful alternate duties are offered to the employee, the classification wage rate may be changed to reflect the required skill level of the alternate duties. The employee must be consulted prior to this occurring and any dispute should be referred to the Dispute Resolution Procedure (Clause 8) of this Agreement.

There are five levels of action, which may be necessary to implement to gain cooperation and adherence to standards. Management will also give reference to the Company Counselling for Performance Policy when managing performance issues.

The level of action taken will depend upon the nature and seriousness of the performance problem or offence.

1. Informal Corrective Action

This is a function which Supervisors exercise everyday which involves talking to employees, clarifying standards and explaining where the employee is not meeting the standard. There is a clear expectation that the employee will comply with the standard of performance as expectations have been clarified.

2. Formal Corrective Action

This is more serious than an informal discussion alone in that it results in a written record of the discussion being placed on the employee's file and a copy being given to the employee. The file-note records the details of the performance problem or offence, and the required improvement by the individual. Supervisors shall inform and involve the Operations Manager (or equivalent) at this stage.

3. Final Formal Warning

This occurs where there has been a continuation of poor performance for which the employee has already received a formal warning or an offence occurs, which is serious enough to require an immediate final warning. In these instances, after discussion, a written warning is given to the

individual explaining the performance problem, what is expected of the employee in addressing the problem, and the consequences of not complying within a set period of time.

The Supervisor and Operations Manager must advise the Manager NSW Coal and the Human Resources Manager at this stage.

The final warning will be placed on the employee's personal file, and a copy will be given to the employee. This will be reviewed as part of the on-going performance review of employees.

#### 4. Termination

Where an employee has proven to be generally unsatisfactory or unable or unwilling to correct his behaviour or attitude, through the above procedure, it may be necessary to terminate his/her employment giving the appropriate notice.

The Supervisor and Operations Manager will consult with the Manager NSW Coal and the Human Resources Manager at this stage.

#### 5. Instant Dismissal

In cases of serious misconduct, after proper and thorough investigation, instant dismissal may result. All actions shall be reviewed by the Manager NSW Coal.

### **10. Redundancy**

Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

Redundancy does not apply:

To employees not covered under this Agreement and

Where employment is terminated as a consequence of:

Resignation;

Dismissal due to conduct, capacity or performance;

Abandonment of employment

Expiration of a fixed term contract, or completion of a specified project/task or tasks;

Death;

Ill health; and

To the following categories of employees:

Probationary employees;

Apprentices;

Trainees whose employment under a traineeship agreement or an approved traineeship or for a specified period or is, for any other reason, limited to the duration of the agreement

Employees engaged for a specific period of time or for a specified task or tasks

Casual employees

Temporary employees

Independent contractors

Severance pay is to be calculated on the basis of the AYW. Shift allowances, weekend penalties and all other payments are excluded.

The Orica Explosives redundancy policy as it applies at the time of redundancy shall apply in lieu of all and any entitlements provided in other agreements and awards.

#### **11. Transmission of Business**

(a) Adequate Alternative Employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains adequate alternative employment for an employee.

This provision does not apply to circumstances involving transmission of business as set out in 11 (b).

(b) Transmission of Business

The Redundancy provisions of this Agreement clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called "the transmittor") to another employer (in this subclause called "the transmittee"), in any of the following circumstances:

- (i) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- (ii) Where the employee rejects an offer of employment with the transmittee:

In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to each employee at the time of ceasing employment with the transmittor; and

which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

The Commission may vary (b)(ii) if it is satisfied that this provision would operate unfairly in a particular case.

#### **12. Agreement Sign Off**

Signed for and on behalf of

Signed for and on behalf of

Orica Australia Pty Ltd

Transport Workers Union

07/04/04

13/05/06

Manager NSW Coal Orica Explosives  
Team Members.

State Secretary of Transport Workers Union of  
Australia, NSW Branch

## **SCHEDULE 1**

### **PAY STRUCTURE RATES**

Pay Rates will be based on the attached Salary table.

Keynotes on these tables are included below:

Afternoon and night shifts will be paid as per the award.

Roster hours will be evaluated over the entire roster cycle.

Any hours worked in addition to the rostered over time hours will be at the Overtime Hourly Rate.

Total load service operators are paid shot-firing allowance (for Level 1 and above) to compensate for the additional requirements of this style of work.

Should a Roster WorkWeek incorporate afternoon or night shifts, the relevant Award will be used to factor up the Pay Rates.

5 Day roster will be worked Mon to Fri.

6 Day roster will be worked Mon to Sat.

7 Day Roster will be worked Mon to Sun.

For each Roster WorkWeek, an equivalent daily allowance is calculated, which will be used to allow employees to easily transfer between work areas.

The Supervisors pay rate will reflect the additional responsibilities of the role. Overtime will be paid as per the salary table.

Sunday Overtime: Overtime worked on Sunday's must be authorised by the Operations Manager prior to any work commencing , Providing that. The work has been unable to be carried out on the Saturday prior or rescheduled to another time. Either due to operational issues or business requirements.

Shotfiring Allowance: For hours over and above 46 the rate of \$4.00 per hour will be paid for shot firing.

Both parties agree that CI may be negotiated in future agreements.

## APPENDIX 1

### SALARY TABLE

2% increase on the base rate

Level	Base Rate 38 ord. hrs	Prepaid O/T 6 hrs	Agreement Allowance	AYW	Roster Allowances		OT Rate	Shotfiring Allowance	Sunday OT Rate
					6 day	7 day			
1	\$42,802.26	\$15,129	\$9,720	\$67,651.26	\$2,889.24	\$3,566.86	\$34.66	\$7,973	\$43.32
2	\$46,447.74	\$16,518	\$10,031	\$72,996.74	\$3,135.31	\$3,870.65	\$37.61	\$8,652	\$47.01
3	\$51,776.22	\$18,557	\$10,091	\$80,424.22	\$3,495.00	\$4,495.65	\$41.92	\$9,568	\$52.41
4	\$53,947.80	\$19,878	\$10,612	\$84,437.80	\$3,495.00	\$4,495.65	\$43.68	\$9,568	\$54.60

As of 01 January 2005 3% on AYW

Level	Base Rate 38 ord. hrs	Prepaid O/T 6 hrs	Agreement Allowance	AYW	Roster Allowances		OT Rate Allowance	Shotfiring Rate	Sunday OT Rate
					6 day	7 day			
1	\$44,831.80	\$15,129	\$9,720	\$69,680.80	\$2,889.24	\$3,566.86	\$36.30	\$7,973	\$45.38
2	\$48,637.64	\$16,518	\$10,031	\$75,186.64	\$3,135.31	\$3,870.65	\$39.38	\$8,652	\$49.23
3	\$54,188.95	\$18,557	\$10,091	\$82,836.95	\$3,495.00	\$4,495.65	\$43.88	\$9,568	\$54.85
4	\$56,480.93	\$19,878	\$10,612	\$86,970.93	\$3,495.00	\$4,495.65	\$45.73	\$9,568	\$57.17

As of 01 January 2006 3% on AYW

Level	Base Rate 38 ord. hrs	Prepaid O/T 6 hrs	Agreement Allowance	AYW	Roster Allowances		OT Rate Rate	Shotfiring	Sunday OT Rate
					6 day	Allowance			
1	\$46,922.22	\$15,129	\$9,720	\$71,771.22	\$2,889.24	\$3,566.86	\$37.99	\$7,973	\$47.49
2	\$50,893.24	\$16,518	\$10,031	\$77,442.24	\$3,135.31	\$3,870.65	\$41.21	\$8,652	\$51.51
3	\$56,674.05	\$18,557	\$10,091	\$85,322.05	\$3,495.00	\$4,495.65	\$45.89	\$9,568	\$57.36
4	\$59,090.06	\$19,878	\$10,612	\$89,580.06	\$3,495.00	\$4,495.65	\$47.85	\$9,568	\$59.81

## APPENDIX 2

### EXAMPLE SKILLS MATRIX

LIDDELL

	Operator	Required	Actual	Gap
TRAINEE/INDUCTION				0
CHEMICAL HANDLING				0
CLEARANCE				
AWARENESS				0
MANUAL HANDLING				0
MINES INDUCTION				0
PRE START CHECKS				0
SHE INDUCTION				0
SAFETY 2000				0
C.B.I.				
REQUIRED ACTUAL YARD OPERATOR				
A.N. SYSTEM				0
MAGAZINE KEEPER				0
EMULSION STORAGE				0
FORK LIFT				0
FRONTEND LOADER				0
FUEL OIL SYSTEM				0
PRODUCT				
KNOWLEDGE				0
PUMP OPERATION				0
RAW MATERIALS				
MANAGEMENT				0
WASTE MANAGEMENT				
REQUIRED ACTUAL CORE SKILLS				
				0
CBT MENTOR				0
CONTINUOUS IMPROVEMENT				
CUSTOMER RELATIONS				0
DANGEROUS GOODS				0
FIRE FIGHTING				0
FIRST AID				0
HE DELIVERIES				0
HEAVY VEHICLE				
RIDGID				0
QUALITY SYSTEM				
REQUIRED ACTUAL MMU OPERATOR				
				0
HEAVY VEHICLE DRIVING				
HOSE HANDLING				0
ISIC MMU OPERATION				0
ESSENTIAL EXPLOSIVES				0
REQUIRED ACTUAL PLANT				

OPERATOR				
EMULSION MANUFACTURE				0
FUEL BLEND SYSTEM				0
HOT AN SYSTEM				0
SOLUTION MANUFACTURE				
REQUIRED ACTUAL MAINTENANCE SKILLS				
				0
A SERVICE MOBILE				0
BASIC AUTO ELECTRIC				0
BASIC HYDRAULIC				0
FIXED PLANT MAINTENANCE				
MECHANIC				0
MMU ELECTRICS				0
MMU HYDRAULICS				0
PUMP MECHANIC				0
WELDING				
REQUIRED ACTUAL TEAM LEADER SKILLS				
TRAIN SMALL GROUPS				0
CLEARANCE AUTHORISATION				
COACHING				0
COMPUTER LITERACY				0
CONFLICT RESOLUTION				
				0
ENVIRONMENTAL MANAGEMENT				0
INTERACTION MANAGEMENT				
LEADING TEAMS				0
SAFETY COMMITTEE				0
BEST PRACTICE PL/MGMT				
REQUIRED ACTUAL REQUIRED TOTAL ACTUAL TOTAL GAP				

PLANT SUPERVISOR SIGNATURE:

DATE:

R  
C = COMPETENT      P = PRIORITY - WITHIN 1 YEAR

### APPENDIX 3

#### REDUNDANCY POLICY

##### Document Management System

Document Title: Redundancy Policy - Australia



This document covers/introduces the following topic/s:

## **REDUNDANCY POLICY RESPONSIBILITIES PACKAGE DETAILS**

### 1. Policy

Redundancy arises where the Company has made a definite decision to reduce its staffing by eliminating a position or a number of positions.

Redundancy is a measure of last resort. It arises in circumstances other than through the normal and customary evolution of positions, and associated changes in duties and responsibilities. When a position is eliminated the first consideration must be to attempt to find the incumbent a suitable alternate position. Where the Company has made a definite decision to reduce its staffing and where it is unable to redeploy an employee to an alternate position the employee will be entitled to Severance payments as outlined below.

### 2. Responsibility

The Business Manager in consultation with the Group General Manager and the Group Personnel Manager.

### 3. General

Where practicable the company will seek expressions of interest and will consult with persons likely to be affected. The Company will not offer voluntary redundancies.

The final decision as to persons who will be made redundant will rest with the company.

The company priority will be to redeploy to an alternate position.

Redundancy does not apply where an employee has refused or accepted an offer of an alternate position within the Company, or which the Company has arranged with another employer (other than an outside contractor), that is consistent with the employee's Job Grade/Classification, that is within the skills, qualifications and experience of the employee and which does not submit the employee to unreasonable geographic disadvantage.

All other things being equal, the Company shall retain in each area and classification persons of capacity and experience over persons lacking capacity and experience. In the context of a broader organisational restructuring, an incumbent of a remaining position may be made redundant and replaced by an incumbent of an eliminated position.

Where this is being considered the selection process for the available positions must be fair, just and reasonable and based on an objective assessment of the strengths and weaknesses of each employee. The selection criteria and assessment of each employee must be documented. Each employee should be provided with the opportunity to present their views on the merit of them being selected.

As an alternative to redundancy the company may offer an employee a trial period in a position that the company considers is not consistent with their current position. If within 12 weeks from start date in the new position the employee believes the position is not appropriate, or the company believes the employee is not suitable in the new position, the company will either provide a role that is consistent with the employee's skills, qualifications and experience and with their original Job Grade/Classification, or will provide a redundancy payment.

If the base rate for the new position is less than that which applied to the previous position, an ex-gratia payment shall be made to compensate for the base rate difference for a period of up to six months.

Where practicable adequate advice of impending redundancies will be given to persons likely to be affected. Where an employee is given 8 weeks formal notice of the date on which employment is to be

terminated, payment in lieu of notice will not be made. If however the Company subsequently curtails this notice period, or provides less than the 8 weeks notice, the balance will be paid out.

It would be inconsistent with the intent of this policy for a person who is made redundant to be offered future work with the company, through employment or by contract, within the period covered by the redundancy payment.

Orica Ltd Australia Redundancy Package details (October 1997):

Following are details of the Orica Ltd Australia redundancy package.

Other package arrangements may exist for certain sites or categories of employees. A check should be made with HRSS to ensure that employees are paid redundancy benefits in accordance with their particular individual or collective employment contracts.

- \* A period of eight weeks notice will be given or payment made in lieu of notice.
- \* Severance payment will be calculated on the basis of 4 weeks pay for each year of service pro-rated on a quarterly basis, with the total being not less than 12 weeks and not more than 80 weeks pay.
- \* An employee of Orica Ltd in Australia who in the event of redundancy would have had an accrual at 30 September, 1997 greater than 80 weeks (based on accrual at the rate of 4 weeks per year of service) will have this accrual preserved. This means that if at any time in the future the employee was to be made redundant this accrual would be protected, and the employee would receive the number of weeks which are preserved.
- \* All statutory entitlements including pro rata annual leave and leave loading, and long service leave will be paid on termination. Pro rata Long Service leave will be paid after 5 years of service.
- \* Appropriate assistance with placement outside the company will be offered.
- \* Severance payment will be calculated on base salary. Base salary is that rate which is used for the purposes of calculating superannuation benefits, and overtime pay, but does not include shift loadings.
- \* Years of service includes unbroken service as a full time or part time employee of Orica. Entitlements are calculated on a pro-rata basis for the period of time spent working part time. It does not include periods of unpaid or parental leave of one month or more, service as a casual employee or service as a contractor to Orica.
- \* External Study Scheme: All admissible education costs incurred for the current academic year will be paid upon presentation of receipts. In these circumstances, it will not be necessary for the employee to produce evidence of successful completion of subjects. (All claims for expenses should be finalised with the employee prior to his/her departure from the company).
- \* The provisions of this policy do not apply to Orica executives on fixed pay employment contracts.

## **ENGAGEMENT OF ORICA REDUNDANT EMPLOYEES THROUGH AGENCIES**

Recruitment of Ex-Employees:

The Group Human Resource Manager in conjunction with the Tax Section, Corporate Finance Unit must be consulted before an offer of re-employment is made on either a full-time, part-time or casual basis.

Engagement of Orica Redundant Employees through Agencies:

For the period of time covered by a redundancy payment, an employee shall not come back to Orica in any way, shape or form eg. if an employee has been paid 20 weeks redundancy pay, they shall not be engaged through an agency at Orica during that 20 weeks period.

There will be cases of exception ie. appropriate skills etc but all appointments need to be agreed by the business HR Manager.

## **APPENDIX- 4**

### **SICK LEAVE POLICY**

Document Management System

Document Title: Sick Leave

This document covers/introduces the following topic/s: Requirement For Medical Certificates Role Of Occupational Health Centre Fitness For Work

#### 1. Policy

Employees are entitled to paid leave in circumstances where they cannot attend for duty due to genuine personal illness or injury by accident.

The Company reserves the right to review each individual case as appropriate.

On return from sick leave the employee must fill in an Orica Leave Form and send it to his/her Line Manager.

#### 2. Responsibility

The individual's Line, Manager, with reference to the Business Human Resource Manager where the absence exceeds one month, and reference to the Group Human Resources Manager where the absence exceeds three months.

#### 3. Implementation Guidelines

The above policy reserves to the Company the right to review as appropriate each case of absence on sick leave.

The provision of paid leave is subject to approval from and regular review by the employee's manager. Payment for sick leave can be discontinued, regardless of ongoing medical certificates, when a fair and reasonable allowance has been made to the employee and where the absence continues.

The company has an absolute commitment to ensuring fairness and equity in dealing with circumstances of prolonged illness.

In making a decision to discontinue payment of sick leave, the manager will take into account all relevant factors including the following:

- \* the employee's sick leave history including the total amount of time away from work due to illness or injury;

- \* the employee's length of service with the company; employees are entitled to a minimum of 60 hours per year paid absence due to illness or injury.

- \* the nature of the current illness or injury, whether it is ongoing and when a return to work is likely.

As a guide to managers, the following procedures will apply:

\* excessive single day absences should be addressed by consultation with the employee. If the manager considers it necessary the employee should be advised that a medical certificate will be required for any further absences. Payment for further single day absences should be discontinued where a fair and reasonable allowance has been made, regardless of ongoing medical certificates. The employee should be advised in advance that further absences will not be paid;

\* in all other cases the manager should request that a medical certificate be provided if the absence is for 2 or more working days. This should state the expected duration of absence;

\* at the end of five days absence the manager should make contact with the employee to enquire as to their well-being, their progress and to offer any assistance;

\* the Occupational Health adviser for the business should at this stage be informed of the employee's absence and the outcomes of the discussions;

\* When a person proposes to return to work following sickness absence, the manager may request a medical certificate certifying fitness to return to work based upon advice from the Occupational Health Service. Examples where a fitness to return to work certificate may be required include absence due to injury, operation, other serious illness or where absence has exceeded five days.

\* it will be the responsibility of the manager to maintain contact with the employee on a weekly basis. The employee should where appropriate be regularly visited by the manager, supervisor or work team leader to ensure all possible assistance is being provided, investigate the potential of doing some work from home and assess the likely duration of the current illness;

\* where an employee has been absent from work for one month the Business HR Manager must be advised. After three months on paid sick leave the Group Personnel Manager must review each further month's paid leave;

\* when the manager considers that a fair and reasonable allowance has been made the manager should review closely the extent of continued paid absence which he or she is prepared to approve. This should be discussed with the Group Personnel Manager before any action is taken.

If following an extended absence the manager considers that payment should be discontinued the manager will first seek to agree with the employee an appropriate future date by which there will be a return to work, and advise that in the absence of such return payment will cease.

#### 4. General

Referrals to Occupational Health Centre:

(Please refer also to Occupational Health Model Procedure 14.)

The Company wishes to ensure any employee who has had a serious illness or is on regular medication, works in a manner and environment which will assist recovery. Similarly, employees who have been repeatedly absent on sickness grounds for periods of short duration should be requested to contact an Occupational Health Centre.

An employee who has had an illness or an operation of a serious nature should be asked to authorise the attending doctor to send a brief report to the Orica Occupational Physician responsible for the site, setting out any requests regarding limitations or restrictions on resumption of work and the anticipated duration of these limitations.

## Fitness for work:

Where the question of medical fitness for work is involved, there is a procedure which allows for adequate information to be obtained while still maintaining the confidentiality of an employee's medical history. This procedure can be used in a number of differing circumstances, for example:

- (a) return to work after serious illness or major operation, compensable or otherwise,
- (b) alteration in type of job where medical condition may be an important factor,
- (c) where there is doubt as to employee's medical fitness to continue present job or to be working at all.

In the first place it must be noted that the attending medical practitioner has both legal and ethical obligations to respect the confidential nature of the doctor-patient relationship. The doctor cannot reveal details of the patient's condition, even to another practitioner, without the consent of the patient.

The physician employed in industry is similarly bound to respect the patient's confidence. Information which has been given to the Company-employed doctor in the course of a patient-doctor interview cannot be used in the assessment of fitness for work unless:

- (a) the patient gives consent, or
- (b) the information concerns a work associated illness or injury for which the employee looks to the employer to cover the cost of treatment.

If the employer requires the employee to attend the Occupational Physician (Company Doctor) for assessment of fitness for work, the employee must be advised by the employer of the reason for the consultation. Where there is an attending physician and it is necessary to obtain a medical report for the purpose of assessing fitness for work, the following is the suggested procedure:

- (a) The employee be asked by his/her Manager to inform the attending physician that a request for information will be made by a member of the Company medical staff and to authorise the doctor to provide a report.
- (b) The Company Occupational Physician supporting the site be advised by the Manager of the reason for the assessment and be provided with a written job description.
- (c) On receipt of the medical report, the Medical Officer will consult with the attending practitioner to establish those activities which should be avoided by the patient because of the medical condition or the type of treatment involved.
- (d) The Medical Officer will make a recommendation to the Manager concerned.

At any point during this procedure it may be necessary for the employee to attend the Occupational Physician but if this interview takes place at the request of management, the employee must be informed that the consultation is being arranged as part of an assessment of medical fitness for work.