

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/101

**TITLE:** Koppers Coal Tar Products Pty Limited 2001 Enterprise Agreement

**I.R.C. NO:** 2001/8293

**DATE APPROVED/COMMENCEMENT:** 7 February 2002/28 April 2001

**TERM:** 28 April 2003

**NEW AGREEMENT OR VARIATION:** New Replaces EA00/246

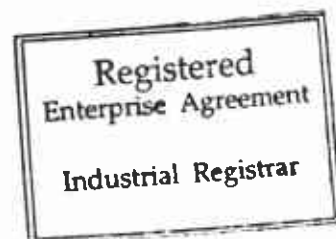
**GAZETTAL REFERENCE:** 12 April 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 32

**COVERAGE/DESCRIPTION OF EMPLOYEES:** This Agreement covers all production, electrical and transport employees engaged in manufacturing at the Newcastle site of Koppers Coal Tar Products Pty Limited

**PARTIES:** Koppers Coal Tar Products Pty Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; Electrical Trades Union of Australia, New South Wales Branch; The Australian Workers' Union, New South Wales, and the Transport Workers' Union of Australia, New South Wales Branch



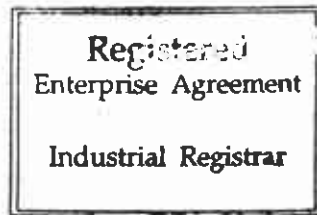
1. **TITLE**

1.1 This Agreement is known as the Koppers Coal Tar Products Pty Limited 2001 Enterprise Agreement.

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

2. **ARRANGEMENTS**

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3. **DEFINITIONS**

In this Agreement:

'Act' means the Industrial Relations Act 1996

'Koppers' and 'Company' means Koppers Coal Tar Products Pty Limited

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

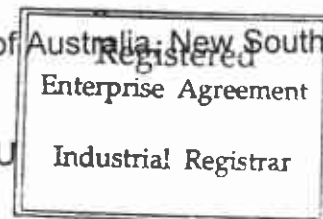
'AMWU' means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

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

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

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

'Unions' means AWU, AMWU, ETU and TWU



4. **INCIDENCE AND PARTIES BOUND**

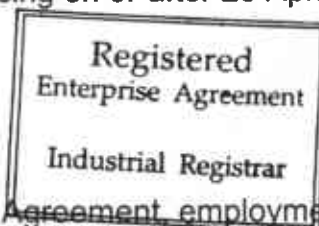
- 4.1 The parties to this Agreement are Koppers, AWU, AMWU, ETU, TWU and all employees covered by the classifications outlined in Clause 10, Classification Structure.
- 4.2 The enterprise for which this Agreement is made is the Koppers Plant at Newcastle.
- 4.3 The occupation and trades to which this Agreement relates are – Production Operators, Electrical Tradespersons, Mechanical Tradespersons and Truck Drivers.
- 4.4 This Agreement binds the parties in respect of all employees engaged at the Koppers' Plant to the exclusion of all other awards and agreements.
- 4.5 This Agreement was not entered into under duress by any party to it.

**5 OPERATION**

- 5.1 This Agreement shall have effect from the date of registration and shall remain in force until 28 April 2003.
- 5.2 The rates of pay contained in Clause 11 shall operate from the beginning of the first pay period commencing on or after 28 April 2001.

**6 CONTRACT OF EMPLOYMENT**

- 6.1 Subject as provided for elsewhere in this Agreement employment shall be on a weekly basis.
- 6.2 Employment of employees for the first two weeks of service shall be from day to day at the weekly rate fixed determinable at a days notice.
- 6.3 Employees shall perform such work as the Company from time to time reasonably shall require, and an employee not attending for or not performing his/her duty shall, except as provided for by Clause 24, Sick Leave of the Agreement, lose his/her pay to the actual time of such non-performance.
- 6.4 Subject as aforesaid employment shall be terminated by a week's notice on either side, given at any time during the week, or by the payment or forfeiture of a weeks wages as the case may be. Where an employee has given notice or has been given notice by the Company, he/she shall upon request, be granted leave of absence without pay for one day or shift during the period of notice in order to look for alternative employment.
- 6.5 This clause shall not affect the right of the Company to deduct payment for any day or portion thereof during which the employee is stood down by the Company as a result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee or to deduct payment for any day during which the employee cannot be employed usefully because of any strike or through any breakdown of machinery or due to any cause for which the Company reasonably cannot be held responsible.
- 6.6 This clause shall not affect the right of the Company to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct, and in such cases wages shall be payable up to the time of dismissal only.



**7 REDUNDANCY**

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

**8 CONTRACTORS**

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

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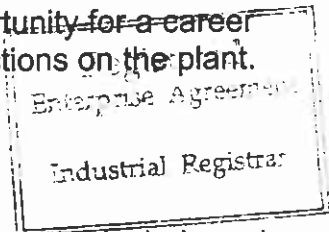
**9 PAYMENT OF WAGES**

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

10 **CLASSIFICATION STRUCTURE**

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

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



11. **RATES OF PAY**

11.1 The minimum rates of pay set out in clause 11.9 include an increase of 3.75% from 28 April 2001.

11.2 The minimum rates of pay set out in clause 11.9 include an additional increase of 3.75% from 28 April 2002 for all employees.

11.3 Employees will also be entitled to a bonus of up to 1.5% payment of the previous 6 months wages contingent upon a KPI saving in lost time in accordance with the following scale:

- (a) 1<sup>st</sup> 12 Months of Agreement

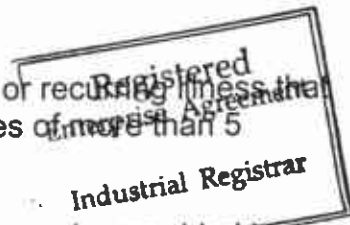
KPI in Lost Time	Bonus
Achievement of less than 143.5 total shifts lost	1.5%
Achievement of between 144 and 155.5 shifts lost	1.25%
Achievement of between 156 and 167.5 shifts lost	1.0%
Achievement of between 180 and 191.5 shifts lost	0.5%
Achievement of between 192 and 203.5 shifts lost	0.25%
Achievement of more than 204 shifts lost	0%

(b) 2<sup>nd</sup> 12 Months of the Agreement

KPI in Lost Time	Bonus
Achievement of less than 123.5 total shifts lost	1.5%
Achievement of between 124 and 135.5 shifts lost	1.25%
Achievement of between 136 and 147.5 shifts lost	1.0%
Achievement of between 148 and 159.5 shifts lost	0.75%
Achievement of between 160 and 171.5 shifts lost	0.5%
Achievement of between 172 and 183.5 shifts lost	0.25%
Achievement of more than 184 shifts lost	0%

11.4 The Lost Time Bonus is calculated on all lost time incurred by employees during their employment with the Company, except that employees will not be penalised for lost time associated with Workers Compensation and Long Term Illness in excess of 5 days, subject to the following:

- (a) Each Workers Compensation claim made by an employee must be accepted by the Company's Workers Compensation insurer in order for this clause to apply to lost time related to the claim;
- (b) A Long Term Illness is a chronic or recurring illness that results in an absence or absences of more than 5 consecutive working days;
- (c) Documentary medical evidence must be provided in support of each sick leave claim relating to Long Term Illness.



Annual leave and Rostered Days Off are not included for the purpose of calculating the Lost Time Bonus.

- 11.5 Subject to clause 11.4, the bonus payment will be payable to all employees in November and May each year during the life of the Agreement.
- 11.6 The parties agree the rates of pay in this clause will not alter until there is a re-negotiation at the end of the nominal term of this Agreement. The parties further agree to renegotiations for a new Agreement in February 2003.
- 11.7 It's a term of this Agreement that the Unions undertake not to pursue any extra claims, agreement or over agreement payments.
- 11.8 Rates of pay in this clause take into account all work requirements and conditions and no additional amounts (including allowances) are payable, other than any allowances prescribed by this Agreement.

11.9 The minimum rates of pay for each classification shall be the following:

Registered Enterprise Agreement  Industrial Registrar	Weekly Rate of Pay Effective 28 April 2001 \$	Weekly Rate of Pay Effective 28 April 2002 \$
<b>Shift Classifications</b>		
First Shift Operator	755.30	783.63
Second Shift Operator	694.51	720.56
Third Shift Operator	675.62	700.96
<b>General Classifications</b>		
Senior Day Labourer	674.59	699.89
Day Labourer	657.26	681.91
Labourer	620.53	643.80
Operator/Truck Driver (while so engaged)	762.77	791.38
Employee Cleaning Pitch Column (while so engaged)	761.32	789.87
Employee Cleaning Inside Strainer Pots (while so engaged)	761.32	768.24
Employee Cleaning Inside Rail Tankers (while so engaged)	740.47	713.70
Employee Entering The Pencil Pitch Storage Building To Perform Designated Work (while so engaged)*	734.45	761.99
Employee Drumming Naphthalene or Working In The Naphthalene Flaking Plant (while so engaged)	727.60	754.89
Employee engaged on Ship Loading/Unloading (liquids) (while so engaged)	672.82	698.06
Brush Hand (while so engaged)	641.08	665.13
Truck Driver	772.84	801.82

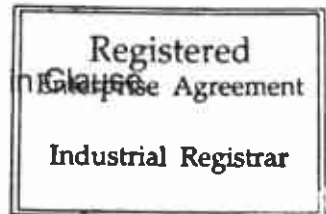
\* Employees entering the Pencil Pitch Storage Building to perform designated work upon instruction by a Supervisor will be paid:

- (a) One hour's pay in accordance with clause 11.9 when employees are so engaged for less than 30 minutes.
- (b) For the full shift hours at the rate nominated in clause 11.9 when employees are so engaged for 30 minutes or more.



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

The above rates include a Koppers bonus (referred to in Clause 21.3).



MECHANICAL TRADESPERSONS

	Weekly Rate of Pay Effective 28 April 2001 \$	Weekly Rate of Pay Effective 28 April 2002 \$
Fitter Welder Level 5 (capped at 1)	986.04	1023.02
Fitter Welder Level 4 (capped at 3)	943.20	978.57
Fitter Welder Level 3	900.35	934.12
Fitter Welder Level 2	833.43	864.69
Fitter Welder Level 1	800.44	830.46

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

ELECTRICAL/INSTRUMENT TRADESPERSONS

	Weekly Rate of Pay Effective 28 April 2001 \$	Weekly Rate of Pay Effective 28 April 2002 \$
Electrician/Instr. Fitter Level 5 (capped at 1)	1013.64	1051.66
Electrician/Instr. Fitter Level 4 (capped at 1)	970.79	1007.20
Electrician/Instr. Fitter Level 3	927.84	962.64
Electrician/Instr. Fitter Level 2	861.03	893.32
Electrician/Instr. Fitter Level 1	827.93	858.98

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

**All the above rates of pay do not include the bonus payment as outlined in clauses 11.3, 11.4 and 11.5.**

*Note:*

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

12. **ALLOWANCES**

12.1 Travel Allowance

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

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

The travel allowance will be paid in accordance with the kilometres travelled at a rate of \$0.54 per kilometer from 28 April 2001 to 27 April 2002; and at the rate of \$0.56 per kilometer from 28 April 2002.

12.2 Telephone Allowance

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

The Company will pay for the first 12 months of the Agreement, an annual allowance of \$29.10 towards the rental of an employee's telephone or \$2.90 per 'accepted telephone call-in', whichever is the greater.

At the start of the second 12 months' of the Agreement, this allowance will increase to \$30.20 and \$3.02 respectively."

The annual allowance will be paid in January to cover the full calendar year. If an employee accepts more than 10 telephone call-ins in the calendar year, the employee will be paid \$2.91 during the first 12 months of the Agreement, and \$3.02 from the start of the second 12 months of the Agreement, for the eleventh and each subsequent telephoned call in accepted.

13. **HOURS OF WORK**

13.1 All Employees

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

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

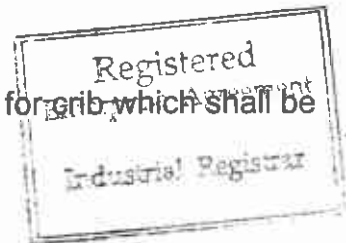
except in the case of rostering arrangements which provide for the weekly average of 38 ordinary hours to be achieved over a period which exceeds 28 consecutive days.

13.2 Day Workers

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

13.3 Shift Workers

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



13.4 Definitions

- (a) Day workers are employees, other than shift workers and include employees on night work within Clause 16, Night Work for other than Shift Workers, of this Agreement.
- (b) Shift workers are employees working on a one, two or three shift system.
- (c) Monday to Saturday shift workers are shift workers whose ordinary working hours are worked between Monday and Saturday.
- (d) For shift workers each day, including Sunday and Holidays, shall be deemed to commence at 7.30am and to terminate at 7.30am on the next following calendar day.

14. **OVERTIME**

14.1 Day Workers

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

14.2 Shift Workers

Shift workers for all time worked:

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



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

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

14.3 General

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

absence.

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

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

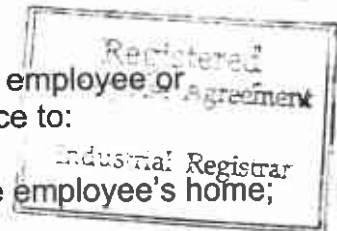
If the Company requests that the employee work all or part of the Monday day shift, then this will be treated as working without having had eight consecutive hours off duty and the employee shall be paid accordingly.

- (b) (1) A day worker required to work on a Saturday, Sunday, a 38 hour week rostered day off, or holiday, or a Monday to Saturday shift worker required to work on a Sunday, a 38 hour week rostered day off or holiday, shall be paid for a minimum of four hours' work.
- (2) Where the actual time worked is of shorter duration, than the applicable minimum specified in this paragraph, the working period shall not be regarded as overtime for the purpose of paragraph (a) in this subclause.
- (c) An employee required to continue to work on overtime for more than one and a half hours after ordinary ceasing time without having been notified before leaving work on the previous day that he/she would be required to work overtime, shall, at the employee's option:
- (1) be provided, free of cost, with a suitable meal and another meal for each subsequent meal break into which the work extends; or
- (2) be paid \$7.90 for each meal for the first 12 months of the Agreement, increasing to \$8.20 for each meal from the start of the second 12 months of the Agreement.
- (d) An employee working overtime shall be allowed a crib time of twenty minutes, without deduction of pay, after each four hours of overtime work if the employee continues work after

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such crib time; provided that where a day worker on a five day week is required to work overtime on a Saturday, the first prescribed crib time shall, if occurring between 10.00am and 1.00pm, be paid at ordinary rates.

- (e) Unless the period of overtime is less than one and half hours, an employee, before starting overtime after ordinary working hours shall be allowed a meal break of twenty minutes which shall be paid at ordinary rates. An employee may agree to any variation of this provision to meet the circumstances of the work in hand, provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.
- (f) If an employee pursuant to notice has provided a meal and is not required to work overtime or is required to work for less than one and a half hours, he/she shall be recompensed suitably for the meal which he/she has provided but which is surplus.
- (g) A fraction of a quarter of an hour of overtime shall count as a quarter of an hour if more than five minutes thereof has been worked.
- (h) Where an employee working overtime finishes work at a time when reasonable means of transport are not available to him/her, the Company shall:
  - (1) within a reasonable time convey the employee or supply the employee with conveyance to:
    - (i) a reasonable distance from the employee's home; or
    - (ii) a place which the employee usually travels by public conveyance when returning home from work; or
    - (iii) a place from which the employee can, within a reasonable time, obtain public conveyance to a reasonable distance from the employee's home or the place to which the employee usually travels by public conveyance when returning home from work; or
  - (2) pay the current rate of pay for the time reasonably occupied in reaching the employee's home.
- (i) An employee who is recalled from home to work overtime shall, at the employee's option:



- (1) be provided, free of cost, with a suitable meal and another meal for each subsequent meal break into which the work extends; or
  - (2) be paid for each meal at the rates detailed in clause 14.3(c)(2).
- (j) Recall to work – An employee recalled to work overtime after leaving the Company's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work for each time recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the Company's premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

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

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

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

## 15. SHIFT WORK ALLOWANCES FOR SHIFT WORKERS

15.1 Subject as in the award otherwise provided, shift workers shall be paid, in addition to the rates payable under the award, a shift allowance at the rate of \$50.70 per 38 hour week, in respect of all shifts worked while working rotating shifts of any combination of day shifts, afternoon shifts and night shifts according to the roster.

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

16. **NIGHT WORK FOR OTHER THAN SHIFT WORKERS**

16.1 Subject to Clause 23, Maximum Payment, of this Agreement, but otherwise notwithstanding anything contained herein:

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

to work at night for periods of not less than eight hours on less than five consecutive nights or on less than four consecutive nights when the fifth night is his/her 38 hour week rostered off night shall be paid at the rate of time and one half of the ordinary rate of pay under Clause 11 of this Agreement, except:

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

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

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

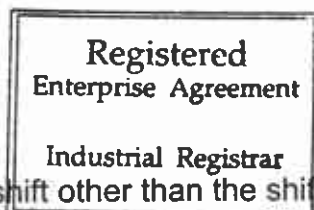
17. **TRANSFER OF DAY WORKERS FROM DAY WORK TO SHIFT WORK**

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

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

18. **TRANSFER OF SHIFT WORKERS**

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





would ordinarily have been rostered.

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

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

19.2 Subject to Clause 17, Transfer of Day Worker From Day Work to Shift Work, and Clause 18, Transfer of Shift Workers, of this Agreement, for the purpose of meeting the needs of the industry, the Company may require any employee to transfer from one system of work to another system of work, prescribed in this Agreement, at the rate applicable thereto and, unless reasonable cause exists, an employee shall transfer in accordance with such requirement.

20. **SATURDAY RATES FOR SHIFT WORKERS**

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

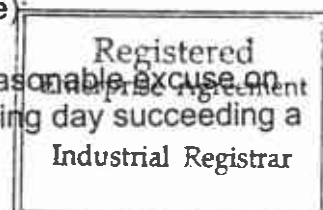
21. **HOLIDAYS**

21.1 The days on which New Year's Day, Australia Day, Good Friday, the Saturday following Good Friday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day are observed and special days appointed by proclamation as public holidays throughout the State shall be holidays and day workers and Monday to Saturday shift workers not required to work on a holiday, shall be paid for the holiday at the ordinary rates of pay under Clause 11, Rates of Pay, of this Agreement.

21.2 This provision for payment does not apply to :

(a) Shift workers whose rostered off shift falls on a holiday (subject to provisions of paragraph (b) of subclause 26.2, Days Added to Period of Annual Leave)

(b) Employees absent without leave or reasonable excuse on the working day preceding or the working day succeeding a holiday.



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

21.4 In addition to the public holidays prescribed in subclause 21.1, one additional public holiday shall apply to an employee on weekly hire on a day mutually agreed between the parties or failing agreement as determined by the Industrial Relations Commission of New South Wales.

## 22. SUNDAY AND HOLIDAY RATES

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

## 23. MAXIMUM PAYMENT

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

23.2 Rates prescribed by this Agreement shall not exceed double the rates prescribed by Clause 11, Rates of Wages, of this Agreement: Provided that this subclause shall not apply to any excess due to payments under Clause 16, Shift Work Allowances for Shift Workers, or Clause 22, Sunday and Holiday Rates (in respect of work done on holidays) of this Agreement.

## 24. SICK LEAVE

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

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

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

Sick Leave entitlements will be paid on a self claim basis in periods of single days or maximum of 2 consecutive days as follows:

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

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

(d) the employee shall not be entitled in respect of any year of continued employment to sick pay for more than the number of ordinary working hours specified in subclause (e): Any period of paid sick leave allowed by the Company to an employee in any such year shall be deducted from the period of sick leave which may be allowed or may be carried forward under this Agreement in or in respect of the earliest year of employment for which the employee has an accumulated or accrued right;

- (e) the number of ordinary working hours referred to in subclause (d) shall be:
- (1) in the case of an employee with less than 1 year continued employment: 40
  - (2) in the case of an employee with 1 or more years continued employment but less than 10 years continued employment: 64
  - (3) in the case of an employee with 10 or more years continued employment: 80



24.2 Except as provided in clause 24.1(c), the rights under this clause accumulate from year to year so long as the employment continues with the Company, whether under this or any other Agreement, so that any part of the number of ordinary working hours specified in subclause (1)(e) which has not been allowed in any years may be claimed by the employee and shall be allowed by the Company, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment. Any rights which accumulate pursuant to this subclause shall be available as follows:

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

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

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

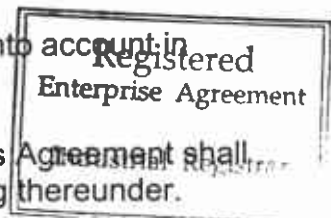
24.4 For the purpose of the clause continuous service shall be deemed not to have been broken by:

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

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

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

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



24.7 The Company will pay 50% of all sick leave accumulated from 28 April 2001 onwards, to employees upon termination of their employment for any reason other than for misconduct as determined by the Company. Payment will be made at employees ordinary time rate of pay.

25. **ANNUAL LEAVE**

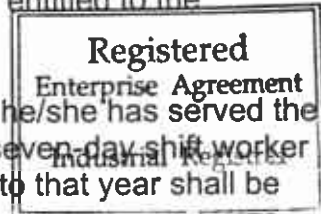
25.1 Day Workers and Monday to Saturday Shift Workers

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

25.2 Seven-Day Shift Workers

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

- (1) if during the year of employment he/she has served the Company continuously as such seven-day shift worker the additional leave with respect to that year shall be one week;
- (2) subject to subclause 25.2(a)(4), if during the year of employment the employee served for only portion of it as such seven-day shift worker the additional leave shall be one day for every thirty-three ordinary shifts worked as a seven-day shift worker;
- (3) subject to subclause 25.2(a)(4), an employee shall be paid for such additional leave at the annual leave rate of pay for the number of ordinary hours of work for which such employee would have been rostered for duty during the period of additional leave had such employee not been on such additional leave;
- (4) where the additional leave calculated under this subclause is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only;
- (5) in this clause the terms one week and one day shall be deemed to include holidays and non-working days.



- (b) Where the employment of a worker has been terminated and he/she thereby becomes entitled under Section 4 of the *Annual Holidays Act, 1944* as amended, to payment in lieu of an annual holiday with respect to a period of employment, the employee also shall be entitled to an additional payment of three and one-half hours at the annual leave rate of pay with respect to each twenty-one shifts of service as seven-day worker which the employee has rendered during such period of employment.
- (c) A seven-day shift worker under this subclause shall be paid at the appropriate rate for any 'compulsory roster' shifts, also known as a 'twenty-first' shift, which he/she would have worked during his/her period of annual leave which becomes fully due on or after 23<sup>rd</sup> September, 1980, had he/she not been on annual leave.

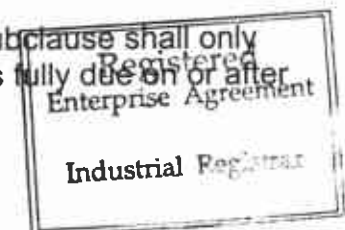
25.3 Monday to Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days

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

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

25.4 All employees – Annual Leave Loading

- (a) In respect of a period of annual leave an employee shall be paid a loading, namely 20%, to be calculated for the period of annual leave, of ordinary pay pursuant to the *Annual*



*Holidays Act, 1944*, as amended, and where applicable, the annual leave rate of pay pursuant to Clause 25, Annual Leave, and Clause 26, Days Added to Period of Annual Leave, of this Agreement.

Provided that an employee who would have worked on shift work had the employee not been on annual leave shall be paid whichever is the greater of the said loading, or the shift work allowance pursuant to Clause 15, Shift Work Allowances for Shift Workers, and the weekend penalty rates pursuant to Clause 20, Saturday Rates for Shift Workers, and (in respect of Sundays only) of Clause 22, Sunday and Holiday Rates, of this Agreement, that would have been payable to the employee in respect of ordinary time during the period of annual leave has the employee not been on annual leave.

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

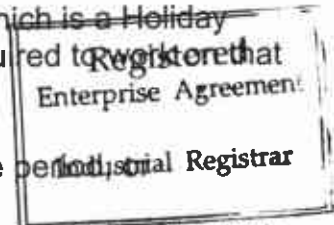
**26. DAYS ADDED TO PERIOD OF ANNUAL LEAVE, OR LONG SERVICE LEAVE**

26.1 In case of any employee who was, at the commencement of their annual leave or long service leave, employed as a seven-day shift worker, as defined, whose working period includes Sundays and Holidays as Ordinary Working Days, of this Agreement, one day shall be added to his/her annual leave period of Long Service Leave period, respectively, in respect of any holiday prescribed by this Agreement which falls within the period of annual leave or long service leave to which he/she is entitled under this Agreement.

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

- (a) have one day added to their annual leave period
- (b) by mutual consent, be paid, in the pay for the period in which the holiday falls, for the holiday at the rate payable pursuant to subclause 21.1, Holidays, of this Agreement.

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



26.4 Any day or days added in accordance with subclause 26.1 or 26.2 of this clause, shall be the working day or working days immediately following the period of annual leave or long service leave respectively to which the employee is entitled under Clause 25, Annual Leave, or Clause 27, Long Service Leave of this Agreement.

26.5 For the purpose of subclause 26.4 of this clause, working days shall be:

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

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

(c) in the case of an employee who, at the commencement of the period of annual leave or long service leave, as the case may be, was employed as a seven-day shift worker – any day of the week, including a day on which the employee concerned would have been rostered off duty if he/she were not on annual leave or long service leave.

26.6 Where the employment of a worker has been terminated and he/she thereby becomes entitled under Section 4 of the *Annual Holidays Act 1944*, as amended, to payment in lieu of an annual holiday with respect to a period of employment the employee also shall be entitled to an additional payment for each day accrued under subclause 26.2, at the annual leave rate of pay.

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

(a) has a day added to annual leave or long service leave by subclause 26.1 and 26.2, and

(b) such a holiday falls on a holiday prescribed by Clause 21, Holidays, on which the employee would have been rostered to work an ordinary shift were it not for the entitlement to an added day.





shall be paid for such day, in addition to the entitlement under subclause 26.3, at the rate prescribed by subclause 21.1, Holidays, of this Agreement.

**27. LONG SERVICE LEAVE**

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

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

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

whichever is greater.

27.3 An employee shall be entitled to have all days which are prescribed as holidays by Clause 21, Holidays, of this Agreement treated as days appointed by the Governor as public holidays for the purpose of the application to him/her of Section 4(4A) of the *Long Service Act 1955*.

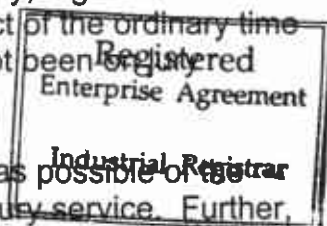
**28. JURY SERVICE**

28.1 An employee required to attend for jury service :

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

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

28.2 An employee shall notify the Company as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give the Company proof of attendance, the



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

29. **TRADE UNION TRAINING LEAVE**

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

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

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

30. **BEREAVEMENT LEAVE**

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

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

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

31. **COMPASSIONATE LEAVE**

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

32. **PERSONAL/CARERS LEAVE**

32.1 Use of Sick Leave

- (a) An employee with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or



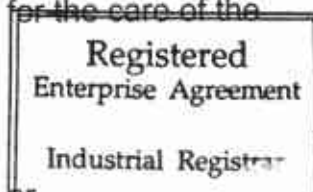
accrued sick leave entitlement, provided for in Clause 24, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

- (b) The employee shall, if required, establish either by production of a certificate from an accredited health practitioner, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care of the person concerned; and
  - (2) the person concerned being:
    - (i) a spouse of the employee; or
    - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (v) A relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 

"relative" means a person related by blood, marriage or affinity;

'Affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and

"Household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the company notice prior to the absence of the intention to take leave, the



name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of the absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the company by telephone of such absence at the first opportunity on the date of absence.

32.2 Unpaid leave for family purpose

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

32.3 Annual Leave

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

33. **PARENTAL LEAVE**

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



34. **DRUGS AND ALCOHOL POLICY**

The following conduct is prohibited and will subject the employee involved to disciplinary action, up to and including termination: the reporting to work under the influence of alcoholic beverages and/or illegal drugs and narcotics or the use, sale, dispensing, or possession of alcoholic beverages and/or illegal drugs and narcotics on Company or customer premises.

Disciplinary Procedures

In the event that an employee fails to comply with the Company's Drug and Alcohol Policy he/she will be given an official first warning that he/she has failed to meet the standard of performance and conduct expected by the Company.

The Drug and Alcohol Policy will again be explained carefully to the employee who will be warned that further violations of this policy may result in termination of employment.

The Company will offer the employee professional assistance in handling his/her personal drug or alcohol problem.

The employee will be advised that the incident and the warning will be recorded on the employee's personnel file.

The Company will confirm this initial warning in writing to the employee.

In the event that the employee fails to comply with the Drug and Alcohol Policy on a second occasion, he/she will be warned for a second time that he/she has failed to meet the standard of performance and conduct expected by the Company.

The Drug and Alcohol Policy will again be explained carefully to the employee who will be warned that any further violation of this policy will result in immediate termination of employment with the Company.

The Company will again offer to arrange professional assistance to the employee in handling his/her personal drug or alcohol problem.

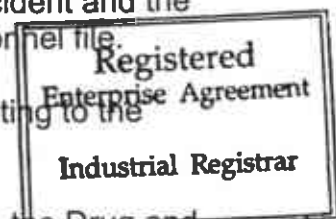
The employee will be advised that this second incident and the warning will be recorded on the employee's personnel file.

The Company will confirm this final warning in writing to the employee.

In the event that an employee fails to comply with the Drug and Alcohol Policy on a third occasion, he/she will be advised that his/her employment with the Company has been terminated for failing to meet the standard of performance and conduct expected by the Company.

If it is suspected that an employee might be under the influence of alcohol then he/she will be asked to take a breathalyser test.

Any employee who tests greater than 0.04% will be subject to disciplinary action for failing to comply with the Company Drug and Alcohol Policy.



Any employee who refuses to take this test will be assumed to be under the influence of alcohol and will be disciplined accordingly.

If it is suspected that an employee might be under the influence of prohibited drugs he/she will be asked to submit to a drug test.

Any employee who tests positive to a prohibited substance will be subject to disciplinary action for failing to comply with the Company Drug and Alcohol Policy.

Any employee who refuses to take this test will be assumed to be under the influence of a prohibited drug and will be disciplined accordingly.

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

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

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

(a) Claims, Issues and Disputes

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

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Enterprise Agreement  
Industrial Registrar

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

- (4) Failing agreement, the claim, issue or dispute shall be referred to the appropriate industrial tribunal, if the union wants to pursue it further.
- (5) The above procedure in (1) and (3) do not apply to claims, issues or disputes relating to genuine safety matters. In such matters, the Company will undertake immediate investigations including discussions with the employee(s) and/or delegate(s) and/or official(s) of the union involved. As necessary the appropriate government authority will be involved.

(b) General Claims, Issues and Disputes

- (1) The official(s) and delegate(s) of the union involved will place the claim, issue or dispute before the Operations Manager who will take all reasonable steps to reply as soon as possible.
- (2) Failing agreement, the claim, issue or dispute shall be referred to the appropriate industrial relations tribunal if the union wants to pursue it further.

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

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



36. SIGNATORIES

DATED

SIGNED for and on behalf of KOPPERS COAL TAR PRODUCTS  
PTY LIMITED

Name Printed *[Signature]*  
ROD FARRAN

Name Printed .....  
In the presence of: *[Signature]*  
Witness .....  
Name Printed *[Signature]*  
R. TILNER

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

Name Printed *[Signature]*  
KEVIN MAHER

Name Printed .....  
In the presence of: *[Signature]*  
Witness .....  
Name Printed JOHN BOYD

SIGNED for and on behalf of AUTOMOTIVE, FOOD, METALS,  
ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION,  
NSW BRANCH

Name Printed *[Signature]*  
JOHN PARKIN

Name Printed .....  
In the presence of:  
Witness *[Signature]*  
Name Printed S. TERPSTRA

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

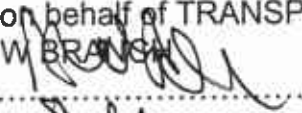
Name Printed *[Signature]*  
Bernie Riordan

Name Printed .....  
In the presence of:  
Witness *[Signature]*  
Name Printed Rebecca Mitsud





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

  
Name Printed A. Sheldon

Name Printed .....

In the presence of:

Witness   
Name Printed Prudence Guillaume

Name Printed .....

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