

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/321

TITLE: Incitec Pivot Logistics Newcastle Enterprise Agreement 2004

I.R.C. NO: EA4/321

DATE APPROVED/COMMENCEMENT: 17 November 2004

TERM: 28 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/22

GAZETTAL REFERENCE: 21 January 2005

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of Incitec Pivot Ltd Primary Distribution Centres located at Greenleaf Road, Kooragang Island and Main Road, Boolaroo (Cockle Creek), who fall within the coverage of the Incitec Ltd NSW Manufacturing Award 1994

PARTIES: Incitec Fertilizers Ltd, Incitec Pivot Ltd -&- The Australian Workers Union, New South Wales

INCITEC PIVOT LTD LOGISTICS NEWCASTLE ENTERPRISE AGREEMENT 2004

1.0 Title

This Agreement shall be known as the Incitec Pivot Logistics Newcastle Enterprise Agreement 2004

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3.0 Commitment to Improvement

It is the objective of the parties to make Incitec Pivot Logistics Newcastle a highly competitive operation excelling in safety, productivity, quality, flexibility, communication and commitment.

We are committed to creating an environment that encourages and supports the development of a highly skilled and flexible workforce and where employee participation is a priority for the betterment of the individual and the business.

We are committed to the use of an appropriate consultative process to manage developments impacting on the PDC.

4.0 Application

This Agreement shall apply at the establishment of Incitec Pivot Ltd Primary Distribution Centres located at Greenleaf Road, Kooragang Island and Main Road, Boolaroo (Cockle Creek)

5.0 Parties Bound

This Agreement shall be binding upon:

- (1) Incitec Pivot Ltd and Incitec Fertilizers Ltd
- (2) Australian Workers Union
- (3) Employees of Incitec Pivot Ltd and Incitec Fertilizers Ltd engaged in the maintenance and dispatch functions of the Kooragang Island PDC and the Cockle Creek PDC

6.0 Relationship to Parent Award

This Agreement shall be read in conjunction with the Incitec Ltd NSW Manufacturing Award 1994 and the Incitec Pivot Ltd HR Policies and Procedures, provided that where there is any inconsistency then this Agreement shall take precedence to the extent of the inconsistency.

7.0 Date and Period of Operation

This Agreement shall come into operation on the date of making thereof by the Industrial Relations Commission of New South Wales and shall remain in force until 31st March 2007.

The parties agree that no later than four (4) months prior to the expiration of this Agreement, discussions shall commence regarding the desirability and content of a future Agreement.

8.0 Definitions

A Dispatch Technician" refers is an employees engaged in the activities defined in the Dispatch classification structure in Appendix A and B and Maintenance Technician is an employee engaged in the activities defined in the Maintenance classification structure in Appendix C

The term "employee" is a reference to both a Dispatch Technician and a Maintenance Technician.

9.0 Work Organisation

9.1 Our aim for the Newcastle PDC's is to operate through optimally sized, highly skilled and dedicated self managed work teams with a totally flexible approach to site activities who strive to continually improve the operation to ensure the competitive advantages in quality, service and cost are maintained.

9.2 The role of the Self Managed Work Teams is to:

Organise day to day work patterns to ensure the dispatch needs of the business are met.

Increase their level and range of skills required to meet the needs of the business.

Work without job demarcations.

Keep their own Time Records through the team leader.

Participate in the recruitment of team members and casual labour

Participate in disciplinary processes consistent with legislative and company standards.

Support service and quality initiatives undertaken by the company and be responsible for customer service in their area of work.

Take a proactive role on Safety, Effluent and Environmental and Cost issues, ie. identify problems and recommend solutions.

9.3 Employment Levels

Current employment levels in the PDC are 28 Dispatch Technicians and 6 Maintenance Technicians employed on a permanent basis and some operators on a temporary basis to cover seasonal workload. This employment level covers both Daywork and Shiftwork operating requirements.

The company will ensure an adequate supply of manning is available for the safe operation of the plant.

Current work practices are:

South

There are currently 12 Technicians in South.

Bagging will require 10 technicians

Other tasks - 3

Shift Teams are made up of:

Team 1 - 5

Team 2 - 5

Team 3 (Day work) - 3

North

There are currently 16 Dispatch Technicians in North.

Bagging will require 8 Technicians

Other tasks - 10

Shift Teams are made up of:

Team 1 - 3

Team 2 - 3

Team 3 (Day work) - 12

Cockle Creek

There are currently 6 Dispatch Technicians at Cockle Creek

10. Consultative Committee

A consultative committee comprising representatives from employees, who shall be elected to give a balanced cross section of all Newcastle PDC activities, and management shall meet at the request of any member but at least each three months to review the implementation of the agreement.

11. Application of Mutual Agreement

Mutual agreement in this agreement means that when a reasonable request is made, by either party, that agreement to that reasonable request shall not be unreasonably withheld. It does not mean that either party has the right to veto or that either party can always expect agreement no matter what the circumstances.

12. Skills Development

A skill development career structure applies. Employees progress to the next level of the career structure by acquiring the required skills.

Employees acquire skills through training programs that have been agreed with the Operations Manager, after taking into account the needs of the operation.

Training is self-paced where possible and skills are deemed to have been acquired once competency has been demonstrated to the required standard.

Skills training are developed on a modular basis where possible. Skill modules will be developed to reflect those skills comprising a set task or job at the site.

13. Performance Improvement

Work Teams will identify and implement a set of relevant performance measures that reflect the critical activities and outputs of the team.

These performance measures, for teams and individuals, will be developed by the consultative committee in conjunction with the company.

These Key Performance Indicators will enable teams to identify and focus attention on those factors that require improvement whilst at the same time monitor and evaluate the results of changes introduced.

Teams performance will be monitored against Key Performance Indicators (linked to business Key Performance Indicators) which will provide information about how well individuals and teams are performing against objectives. Objectives will be set in consultation with individuals and the work teams.

Whilst the organisational focus is on teams achievement it is essential to develop the tools with which individuals within teams can provide each other with structured performance feedback. All employees will participate in an individual feedback review for the purpose of delivering structured feedback between team members, coordinators and their managers.

14. Probation

A new employee will serve a probationary period of three (3) months before permanent employment is confirmed. During the probationary period employment may be terminated with one (1) week's notice.

Coordinators will formally review the performance of their team and team members to identify training needs and provide feedback to improve team performance.

15. Classification Structure

The classification structure, primary and secondary skills and progression are detailed in Appendices A, B and C.

Employees employed prior to 1st January 2003 and have not progressed on to the current classification structure will retain their level from the previous structure.

16. Remuneration

Employees are paid a salary based on the knowledge and skills required to perform a range of tasks at the level detailed in the classification structure, rather than on the job being carried out at any given time.

When a Dispatch Technician with Set C secondary skills upgrades into the new classification structure the Technician shall be paid the difference between Set B and Set C in addition to the salary in the new structure.

Salaries are paid monthly on 15th day of each month.

KI Dispatch Technicians

Dispatch Technicians are paid an annual rate which is inclusive of the base salary, shift premiums and all allowances and additional payments and partially prepaid overtime but which is exclusive of overtime related allowances.

Cockle Creek Dispatch Technicians

Dispatch Technicians are paid an annual rate which is inclusive of the base salary and all allowances and additional payments but which is exclusive of shift premiums, overtime payments and overtime related allowances.

KI Maintenance Technicians

Maintenance Technicians are paid an annual rate that is inclusive of base salary, partially prepaid overtime and all allowances except shift allowance.

Apprentice's rates do not include overtime or allowances. These payments are claimed on a monthly timesheet that must be signed by a Coordinator.

Salary Increases

Kooragang Island salaries will be increased by 4% effective from 1st April 2004 and Cockle Creek salaries by 1.0% effective from 1st January 2005. All salaries will be increased by 4% effective from 1st April 2005 and 4% effective from 1st April 2006. The rates for each classification structure are detailed in Appendix E

17. Overtime

17.1 Where overtime is payable:

Overtime commences after the ordinary number of hours scheduled for each day has been worked.

Overtime is paid for day workers at the rate of one and a half times for the first two (2) hours and double-time thereafter, except in the case of a recall to work when the rate will be double-time.

Overtime is paid for shiftworkers at the rate of double-time.

Shift workers working overtime are paid a shift allowance calculated as 10% of the overtime rate multiplied by the number of overtime hours worked.

An employee called-in to work overtime is paid for a minimum of four (4) hours work at the appropriate rate, providing the employee completes the call in work required.

Where additional work is identified and notified to a Dispatch Technician, no additional separate call-in is payable.

A Dispatch Technician or coordinator called-in to work overtime is paid a telephone allowance and a mileage allowance as set out in Appendix D for the use of his/her telephone and own private vehicle where the call-in involves an additional separate journey to and from the site.

17.2 Where an employee works overtime or is called-in to work:

Employees shall be guaranteed a minimum 10 hour break between the cessation of one shift and the commencement of the next except where the employee and the PDC Operations Supervisor otherwise mutually agree to a lesser period.

If it is necessary to return to work before this break has been taken, then double the ordinary hourly rate shall be paid until the 10 hour break is taken.

Where a shift is worked by arrangements between operators themselves, then eight hours will substitute for ten.

17.3 Prepaid Overtime

17.3.1 Dispatch Technicians

Annual rates include a prepaid number of overtime hours but are exclusive of overtime-related allowances. The prepaid number of overtime hours for teams is as follows:

Daywork Pattern

- 250 Hours (Team Members & Coord Level 1)
- 500 Hours (Coordinators level 2 & 3)

Shiftwork Pattern

- 300 Hours - (Team Members & Coord Level 1)
- 500 Hours - (Coordinators Level 2 & 3)

The 500 hours of overtime built into the coordinators salary recognises the overtime built in to the coordinators' roster. (For day work 250 hrs per annum for 0.8 hours per day and for shiftwork 200 hours per annum at 0.5 hours per day.)

Overtime will be paid at the ordinary hourly rate to operators only after all team members, including Coordinators, have reached the pre-paid number of hours.

It is agreed the prepaid number of hours have been reached and monthly overtime payments will commence as follows:

Team 1 (Daywork) - overtime hours worked in excess of two hundred and fifty (250) paid hours will attract monthly overtime payments. For employees in the Nitrates area this recognises 70 paid hours per annum for the 0.2 hours per day built into the team's roster for all team members.

Teams 2 and 3 (Shiftwork) - overtime hours worked in excess of three hundred (300) paid hours will attract monthly overtime payments.

For Coordinators the prepaid overtime recognises two hundred (200) paid hours per annum for the 0.5 hours per day overtime built into the Senior Coordinator's roster.

17.3.2 Maintenance Technicians

The base salary is inclusive of from 125 worked hours of overtime up to a maximum 150 worked hours of overtime. Once a Maintenance Technician has reached 150 hours, time off in lieu will be taken on an hour for hour basis with the agreement of the Maintenance Planner.

All time in lieu must be taken before the end of January the following year.

17.3.3 Extended Sick and Long Service Leave

If Sick Leave or Long Service Leave of more than four (4) weeks is needed, the amount of prepaid overtime required to work would be reduced by: Number of overtime hours per year, divided by fifty two (52) times the number of weeks absent.

18. Meal Allowances and Meal Tickets

An employee required to work overtime for more than one-and-a-half hours after their ordinary working time shall be provided, free of cost, with a meal or paid a meal allowance (as defined in Appendix D) if the company is unable to supply a meal.

If the work extends for more than four (4) hours after the regular working time the employee will be supplied with a second meal or be paid a meal allowance if he/she so chooses, or if the employer is unable to provide a meal.

If an employee becomes entitled to a third or subsequent meal the employee shall be supplied with a meal or paid a further meal allowance on each occasion.

Call-ins before normal starting time which run into ordinary hours, require the provision of a "meal only" ticket.

Where overtime is not payable, a meal ticket is provided where a call-in to work occurs before normal starting time and continues into ordinary hours. The value of the meal ticket is as set out in Appendix D

19. Work Patterns

Work patterns (both daywork and shiftwork), including starting and finishing times may be varied to suit the requirements of the operation. Changes to work patterns are subject to consultation and mutual agreement between the parties and being guided by Occupational Health and Safety considerations.

19.1 Working Hours

Hours of work will be arranged to ensure an average of 38 hours per week will be worked over a fifty two (52) week period.

Maintenance Teams may decide their ordinary working hours between 6.00 am. and 6.00 pm.

19.2 Breaks

Employees other than shiftworkers are allowed a meal break of thirty (30) minutes. Shift workers are allowed a twenty (20) minute crib break.

An employee will not be compelled to work for more than five (5) hours without a break for a meal.

Employees required to work overtime for more than one-and-a-half hours but less than four hours shall be allowed a crib break of twenty (20) minutes and if required to work overtime for more than four (4) hours a second twenty minute crib break at the expiration of the four (4) hours. Crib breaks shall be paid for at the appropriate rate of pay.

Employees work staggered meal breaks other than on bagging shifts to ensure continuous production.

Employees on Daywork will have two occasions to take staggered job rotation breaks. Employees on Shift work will have three occasions to take staggered job rotation breaks.

19.3 Maintenance Coverage

Maintenance teams recognise the need to support continuous plant operations with a viable maintenance service. A guaranteed response system is instituted, with the use of pagers/mobile phones, to ensure the out of hours availability of maintenance personnel.

Maintenance Technicians have agreed to be available to ensure continuous coverage (ie. Normal and out of hours) to the Kooragang Is. PDC.

Where work requirements result in a temporary maintenance shift roster being introduced for more than one week (ie. 38 hours), Maintenance Technicians who work the shift roster will be paid shift allowance of 10% of salary for the whole of the period on shift roster provided each Maintenance Technician works not less than one week (ie. 38 hours) each time.

Maintenance Teams may decide their ordinary working hours between 6.00 am and 6.00 pm.

19.4 Leisure Days

Provided that an average of 38 hours per week will be worked over a 52 week period, employees are entitled to take one (1) leisure day off per calendar month to a maximum of twelve (12) per year whilst ensuring that the requirements of their area continue to be met.

Leisure days can accumulate. Leisure days will be taken as per mutual agreement between the employee and their coordinator who will be responsible for coordinating the taking of each team's leisure days.

20. Public Holidays

Employees are entitled to public holidays as gazetted by the NSW Government and one Picnic Day each year. The Picnic Day will be taken as time in lieu on a day agreed between the employee and the PDC Operations supervisor.

Where an employee works on a public holiday the employee shall be paid overtime in addition to the public holiday pay at hour and half for each hour worked except for 25 December or Good Friday when the rate shall be two hours for each hour worked. For KI employees the amount shall be credited to the prepaid overtime or paid in accordance with the prepaid overtime rules.

21. Leave

Sick Leave

Sick leave is granted in accordance with the provisions of the Incitec Ltd NSW Manufacturing Award.

When leave is taken, a form must be completed.

As there is no longer an accumulated balance of sick leave entitlement, records will show each day taken in ordinary hours for each classification.

Accumulated sick leave

Sick leave entitlements accrued under previous Industrial Agreements are "frozen" as detailed below:

KI Dispatch Technician Sick leave accumulated balances were frozen as at 16 September 1992.

KI Maintenance Technician Sick leave accumulated balances were frozen as at 9 June 1992.

Cockle Creek Sick leave accumulated balances were frozen as at 18 May 1992.

The cash value of accumulated "frozen" sick leave will be increased by the same percentage increase applied to salaries each year.

Accumulated frozen sick leave will be paid to an employee only in the following circumstances:

Early retirement owing to permanent incapacity through ill health.

Retirement after reaching age 55 provided the employee signs a declaration that they are retiring permanently from the workforce and will refund the amount paid should they return to permanent employment with any employer.

In the event of redundancy,

KI employees: frozen sick leave will be paid to an employee in line with the Incitec Pivot redundancy policy.

Cockle Creek Employees: frozen sick leave will be paid in accordance with the decision of the Industrial Relations Commission of NSW in matter 99/3184 of July 1999)

Death, in which case payment will be made to the employee's estate.

Annual Leave

Technicians are entitled to 152 hours (ie. 20 x 7.6 hours) Annual Leave each year from the date of the anniversary date of the commencement of their employment.

Where more than one-third of normal work time a year is worked on alternating non-continuous shifts, an additional 8 hours annual leave accrues.

Annual leave loading of 17.5% is paid to employees in the December pay each year regardless of when annual leave is actually taken.

Long Service Leave

Long Service Leave entitlements are as per the NSW *Long Service Leave Act 1955* as amended.

Trade Union Training Leave

An employee, nominated by his/her union to attend trade union training courses, will be granted leave where his/her attendance will result in minimal interruption to Company operating requirements.

The Operations Manager may use discretion in determining the amount of leave to be granted.

22. Redundancy

In the event of redundancy the provisions of the Incitec Pivot HR Redundancy policy will apply.

Where the Company has made a definite decision regarding redundancy, the Company will, as soon as practicable, hold discussions with employees directly affected and their union. The discussions will cover reasons for termination and measures (eg. retraining) taken to avoid or minimise the termination/s.

The Company will make every effort to give employees adequate notice of redundancy. During the period of notice an employee will be allowed up to five (5) days time off without loss of pay, for the purpose of seeking other employment.

The Company reserves the right to retain those employees it considers have special skills and/or abilities to satisfy its operating requirements.

Incitec Pivot Redundancy Package details

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 who commenced employment prior to 1st October 2000 and has less than 13 years service, shall be entitled to a severance payment of 3 times the normal notice period plus 3 weeks pay for each year of service pro-rated on a one third of a year basis with the total being not more than 73 weeks.

Where an entitlement to payment of frozen sick leave exists, the redundancy payment will be offset by up to 13 weeks of the frozen sick leave entitlement. The remaining entitlement will be paid.

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.

Superannuation will be paid on termination in accordance with the fund rules.

Severance payment will be calculated on base salary, not including shift loadings.

Years of service includes unbroken service as a full time or part time employee of Incitec. 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 Incitec.

23. Disputes Handling Procedure

Disputes arising on site will be dealt with on all occasions in accordance with the following procedure.

As soon as is practicable after a dispute or claim has arisen, the employee, or group of employees concerned, will take the matter up with their immediate coordinator affording the opportunity to remedy the cause of the dispute or claim.

Where any such attempt at settlement has failed, or where the dispute or claim is of such nature that a direct discussion between the employee and their immediate coordinator would be inappropriate, the employee/s shall forthwith take the matter up with the employer or a representative of the employer. The employee/s may elect to be accompanied by their representative.

The Company will reply within twenty four (24) hours.

If the matter is not settled it may be submitted to the New South Wales Industrial Commission which will endeavour to resolve the issue between the parties by conciliation.

Without prejudice to any party, work will continue while the matter/s in dispute are being dealt with.

In the event the dispute involves an alleged serious safety issue, the matter will be processed as a matter of urgency through the normal Safety Health and Environment Hazard notification and investigation process. This process may be assisted or reviewed by the chairperson of the Safety Committee, competent safety advisers and employee representatives.

24. Workers Compensation

23.1 Workers Compensation will be paid in accordance with the NSW Workers Compensation Act 1987 as amended.

23.2 During a period of absence or being on restricted duties, an employee will receive the annual rate of pay.

23.3 Payment of average overtime during periods on workers compensation will be determined as follows:

23.3.1 Where an employee is unfit for work no payment is made.

23.3.2 Where an employee is fit for restricted duties and the restrictions specified do not prevent him/her from working overtime on a job he/she has been offered, then the employee either works the overtime and is paid or refuses the overtime and no payment is made.

23.3.3 Where an employee is fit for restricted duties and the restrictions specified prevent him/her from working overtime, then the employee is paid average overtime.

23.3.4 Payment of average overtime is calculated on the basis of actual average overtime worked by the employee over the previous twelve months

23. No Extra Claims

Consistent with the principles of this Agreement no extra claims relating to wages or changes to conditions of employment or any matters related to the employment of the employees, whether dealt with in this Agreement or not; will be sought during the life of this Agreement.

24. Signatures and Declaration

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

SIGNED for and on behalf of INCITEC PIVOT LTD and INCITEC FERTILIZERS LTD.

SIGNED for and on behalf of the

Employees of INCITEC PIVOT LTD PDC's Newcastle

SIGNED for and on behalf of the

AUSTRALIAN WORKERS' UNION

APPENDIX A

KI Dispatch Technician Classification Structure

Employees in the PDC are required to operate and maintain the plant to the full extent of their skills and competence under one of the following classifications.

Employees employed prior to 1st January 2003 and have not progressed on to the current classification structure will retain their level including secondary skills as described in PDC Career Progression Manual 2002.

Dispatch Primary Skills

Trainee

A newly appointed employee who works in operations to the full extent of both his/her skill and competence whilst undergoing a comprehensive training program.

Dispatch Technician

An employee who has been assessed as competent in the Dispatch Technician duties as prescribed in the PDC Career Progression Manual 2004.

Senior Dispatch Technician

A Senior Dispatch Technician who has been assessed as competent in the Senior Dispatch Technician's duties as prescribed in the PDC Career Progression Manual 2004

Coordinator

An employee who has at least two (2) years experience as a Senior Dispatch Technician and has been assessed as competent in Coordinator skill requirements as described in the PDC Career Progression Manual 2004

Senior Coordinator

An employee who has at least two (2) years experience at Coordinator and has been assessed as competent in Senior Coordinator skill requirements as described in the PDC Career Progression Manual 2004. The Senior Coordinator will have the proven ability to plan and carry out continuous improvement projects in their area's operations, to prepare CEP's, participate in plant production project work and to manage the full range of the activities in their area for short periods of time. At the Senior Coordinator Level there is a maximum of 6 persons (two per team) at that classification level provided they have achieved the required competence.

Dispatch Secondary Skills

Secondary skills provide a mechanism to recognise a Dispatch Technician's additional skills available to the PDC. To form part of the Secondary skills set the skills must be applicable to the operations of the PDC, be portable from one employer to another and be available from an external provider.

The minimum skill set consists of:

Hand & Power Tools

First Aid

Fitting Techniques.

WCA CVE Stand by man ticket

Elevated work platform WCA ticket

The Operations Manager in consultation with the Consultative Committee can add additional skills.

Progression

Progression through the structure is specified in the PDC Career Progression Manual 2004. Progression to Coordinator, and Secondary Skills levels is by assessment by the Operations Manager and, where appropriate, the relevant coordinator. The Operations Manager will certify a Dispatch Technician as competent in the Secondary Skills Set following proof of competency by a recognised provider in all of the secondary skills.

APPENDIX B

Cockle Creek Dispatch Technician Classification Structure

Employees in the Cockle Creek PDC are required to operate and maintain the plant to the full extent of their skills and competence under one of the following classifications.

Process Classification Structure

1. Trainee

A newly appointed employee who works in operations to the full extent of both his/her skill and competence whilst undergoing a comprehensive training program.

2. Dispatch Technician

An employee who has been assessed as competent in the duties as prescribed in the Cockle Creek Career Progression Manual.

3. Senior Dispatch Technician

A Dispatch Technician who has been assessed as competent in the Senior Dispatch Technicians duties as prescribed in Cockle Creek Career Progression Manual.

4. Co ordinator

An employee who has at least two (2) years experience as a Senior Dispatch Technician and has been assessed as competent in Coordinator skill requirements as described in the Cockle Creek Career Progression Manual. There is a maximum of two Coordinators in the Cockle Creek PDC.

5. Senior Co ordinator

An employee who has at least two (2) years experience at Coordinator or equivalent and has been assessed as competent in Senior Coordinator skill requirements as described in the Cockle Creek career

Progression Manual. The Senior Coordinator will have the proven ability to plan and carry out continuous improvement projects in their area's operations, to prepare CEP's, participate in plant production project work and to manage the full range of the activities in their area for short periods of time. There is a maximum of one Senior Coordinator in the Cockle Creek PDC.

APPENDIX C

KI Maintenance Classification Structure

Maintenance Technicians, who possess the necessary skills, can also perform operating activities and will assist in the training of Operators in maintenance skills. Maintenance Technicians will cross skill between trades where required.

Mechanical Maintenance Technician

A Mechanical Technician with TAFE qualifications in the mechanical trades and has been assessed as competent by the maintenance team. The Mechanical Technician works in the maintenance team to the full extent of his/her capabilities.

The Mechanical Technician will require post trade qualifications in WorkCover OHS, certification in FLT, Rigging, Elevated Work Platform above 11m, Scaffolding, computer skills and a current First Aid qualification.

The Mechanical Technician will be required to provide some management & supervision of contractors and to relieve for the Maintenance Planner as required. The Mechanical Technician will be required to work in a non-demarcated environment.

5.1.1 Instrument/Electrical Maintenance Technician

An Electrical Technician who possesses a formal electrical trade certification and an Electricians "Qualified Supervisor Certificate" and who works in the maintenance team to the full extent of his/her abilities.

The Electrical Technician will require post trade qualifications in WorkCover OHS, certification in FLT, Rigging, Elevated Work Platform above 11m, Scaffolding, Computer Skills and a current First Aid qualification.

The Electrical Technician will be required to provide some management & supervision of contractors and to relieve for the Maintenance Planner as required. The Electrical Technician will be required to work in a non-demarcated environment.

Maintenance Planner

A Maintenance Planner is a Maintenance Technician with a minimum of 2 years experience as a maintenance team member.

Demonstrated an ability to operate Incitec's maintenance computer systems (SAP and MIP).

Demonstrated an ability to carry out continuous improvement projects, and to manage contractors on a day to day basis.

Have the ability to stand in for the PDC Maintenance Coordinator on an as required basis.

Advancement to a Maintenance Planner will be by appointment to fill a vacant position only. The assessment will be conducted by the PDC Manager and the Maintenance Coordinator.

Maintenance Coordinator

A Maintenance Coordinator will have a minimum of 2 years experience as a Maintenance Technician and appropriate post trade skills such as an Associate Diploma from TAFE or an Engineering Degree.

A demonstrated ability to plan and carry out continuous improvement projects, manage and participate in engineering project work and to manage a full range of area engineering operations for the PDC.

The Maintenance Coordinator will be responsible for the control and management of the PDC RER and Ordinary maintenance budget. At the Senior Coordinator Level there is a maximum of 2 persons at that classification level provided they have achieved the required competence. The assessment will be conducted by the PDC Manager.

Maintenance Secondary Skills

Secondary skills provide a mechanism to recognise a Maintenance Technician's additional skills available to the PDC. To form part of the Secondary Skills set the skills must be able to be utilised within the PDC, be portable from one employer to another and be available from an external provider in all of the secondary skills.

The Operations Manager will certify a Technician as competent in the Secondary Skills Set following proof of competency by a recognised provider.

The minimum skill set consists of Pneumatics and Hydraulics for a Maintenance Technician and Electronics & Industrial Instruments for an Electrical Technician. Additional skills can be added by the Operations Manager in consultation with the Consultative Committee.

APPENDIX D

Overtime Rates and Allowances

Overtime Rates

The Ordinary hourly rate for determining overtime payments is:

All Classifications from Trainee to Coordinators with 250 or 300 Hours prepaid overtime.

$$\text{Rate} = \frac{\text{Day work (250 hours) annual rate X 89\%}}{1983.6}$$

Coordinators with 500 Hours prepaid overtime

$$\text{Rate} = \frac{\text{Day work (500 hours) annual rate X 80\%}}{1983.6}$$

Temporary Employee Rate

$$\text{Weekly Rate} = \frac{\text{Day work (250 hours) annual rate X 89\%}}{52.2}$$

3. Call- in Allowance (Phone allowance & call in premium)

2004: \$11.53

2005: \$11.99

2006 \$ 12.47

4. Mileage Allowance

2004: \$0.66 per km

2005: \$0.68

2006 \$0.71

5. Meal Tickets

The value of a meal ticket is

- 2004: \$ 9.87
- 2005: \$10.26
- 2006 \$10.67

APPENDIX E

Logistics Newcastle Salary Structure							
Effective 1 April 2004							
Daywork				Daywork			
KI Employees at 1 January 2003 who have not upgraded				Kooragang Is.			
Classificat.	Primary Skills	Existing Secondary Skills			Classificat.	Primary	New Secondary Skills
		A	B	C			
Trainee					Trainee	38112	
Grade 1					Operator	39713	40681
Grade 2							
Grade 3	41835				Senior Operator	42994	46816
Grade 4	42994	44905	46816				
Coord 1	45991	47823	49735		Coordinator	56065	60313
Coord 2	56065	58189	60313				
Coord 3			68408		Senior Coordinator	68408	
Shift Work				Shift Work			
KI Employees at 1 January 2003 who have not upgraded				Kooragang Is.			
Classificat.	Primary Skills	Existing Secondary Skills			Classificat.	Primary Skills	New Secondary Skills
		A	B	Skills			
Trainee					Trainee	41845	
Grade 1					Operator	43610	44058
Grade 2							
Grade 3	45938				Senior Operator	47211	51409
Grade 4	47211	49311	51409				
Coord 1	50421	52519	54620				
Coord 2	60224	62509	64793		Coordinator	60224	64793
Coord 3			73,509				
					Senior Coordinator	73509	
Maintenance				Maintenance			
KI Employees at 1 January 2003 who have not upgraded				Kooragang Is.			
Classificat.	Primary Skills	Existing Secondary Skills			Classificat.	Primary Skills	New Secondary Skills
Grade 4	62715		64411	Mechanical	65023	74908	
Grade 5	65023	66721	68417				
Grade 6	68120	71515	74908	Electrical/ Instrument	75087	81872	
Grade 7	75087	78479	81872				
Grade 10	87230			Planner	77410		
Grade 10	88927		92322	Coordinator	88927		
Cockle Creek							
Effective 1 January 2005							
Classification		Salary					
Trainee		30294					

Operator		34358				
Senior Operator		38983				
Coordinator		44203				
Senior Coordinator		48627				

Logistics Newcastle Salary Structure							
Effective 1 April 2005							
Daywork				Daywork			
KI Employees at 1 January 2003 who have not upgraded				Kooragang Is.			
Classificat.	Primary Skills	Existing Secondary Skills			Classificat.	Primary	New Secondary Skills
		A	B	C			
Trainee					Trainee	39636	
Grade 1					Operator	41302	42308
Grade 2							
Grade 3	43508				Senior Operator		
Grade 4	44714	46701	48689			44714	48689
Coord 1	47831	49736	51724				
Coord 2	58308	60517	62726		Coordinator	58308	62726
Coord 3			71144				
					Senior Coordinator	71144	
Shift Work				Shift Work			
KI Employees at 1 January 2003 who have not upgraded				Kooragang Is.			
Classificat.	Primary Skills	Existing Secondary Skills			Classificat.	Primary Skills	New Secondary Skills
		A	B	Skills			
Trainee					Trainee	43519	
Grade 1					Operator	45354	45820
Grade 2					Senior Operator		
Grade 3	47776					49099	53465
Grade 4	49099	51283	53465				
Coord 1	52438	54620	56805				
Coord 2	62633	65009	67385		Coordinator	62633	67385
Coord 3			76449				
					Senior Coordinator	76449	
Maintenance				Maintenance			
KI Employees at 1 January 2003 who have not upgraded				Kooragang Is.			
Classificat.	Primary Skills	Existing Secondary Skills			Classificat.	Primary Skills	New Secondary Skills
		A	B	Skills			
Grade 4	65224		66987		Mechanical	67624	77904
Grade 5	67624	69390	71154				
Grade 6	70845	74376	77904		Electrical/Instrument		
Grade 7	78090	81618	85147			78090	85147
Grade 10	90719				Planner	80506	
Grade 10	92484		96015		Coordinator	92484	
Cockle Creek							
Effective 1 January 2005							
Classification		Salary					
Trainee		31506					
Operator		35732					
Senior Operator		40542					

Coordinator	45971					
Senior Coordinator	50572					

Logistics Newcastle Salary Structure							
Effective 1 April 2006							
Daywork				Daywork			
KI Employees at 1 January 2003 who have not upgraded				Kooragang Is.			
Classificat.	Primary Skills	Existing Secondary Skills			Classificat.	Primary	New Secondary Skills
		A	B	C			
Trainee					Trainee	41221	
Grade 1					Operator	42954	44000
Grade 2							
Grade 3	45248				Senior Operator	46503	50637
Grade 4	46503	48569	50637				
Coord 1	49744	51725	53793				
Coord 2	60640	62938	65235		Coordinator	60640	65235
Coord 3			73990				
					Senior Coordinator	73990	
Shift Work				Shift Work			
KI Employees at 1 January 2003 who have not upgraded				Kooragang Is.			
Classificat.	Primary Skills	Existing Secondary Skills			Classificat.	Primary Skills	New Secondary Skills
		A	B	Skills			
Trainee					Trainee	45260	
Grade 1					Operator	47168	47653
Grade 2					Senior Operator	51063	55604
Grade 3	49687						
Grade 4	51063	53334	55604				
Coord 1	54536	56805	59077				
Coord 2	65138	67609	70080		Coordinator	65138	70080
Coord 3			79507				
					Senior Coordinator	79507	
Maintenance				Maintenance			
KI Employees at 1 January 2003 who have not upgraded				Kooragang Is.			
Classificat.	Primary Skills	Existing Secondary Skills			Classificat.	Primary Skills	New Secondary Skills
		A	B	Skills			
Grade 4	67833		69666		Mechanical	70329	81020
Grade 5	70329	72166	74000				
Grade 6	73679	77351	81020		Electrical/Instrument	81214	88553
Grade 7	81214	84883	88553				
Grade 10	94348				Planner	83726	
Grade 10	96183		99856		Coordinator	96183	
Cockle Creek							
Effective 1 January 2005							
Classification		Salary					
Trainee		32766					
Operator		37161					
Senior Operator		42164					
Coordinator		47810					
Senior Coordinator		52595					