

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/204

TITLE: **Continental Carbon Australia Pty Ltd Enterprise Agreement
2005**

I.R.C. NO: IRC6/784

DATE APPROVED/COMMENCEMENT: 8 March 2006 / 8 March 2006

TERM: 32

**NEW AGREEMENT OR
VARIATION:** Replaces EA97/26.

GAZETTAL REFERENCE: 16 June 2006

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Continental Carbon Australia Pty Limited located at Sir Joseph Banks Drive, Kurnell NSW 2231, employed in classifications set out in clause 8 of this agreement, who fall within the coverage of the Continental Carbon Australia Pty Limited Maintenance and Production Enterprise Award 2003.

PARTIES: Continental Carbon Australia Pty Limited -&- the Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales

CONTINENTAL CARBON AUSTRALIA

PTY LIMITED

ENTERPRISE AGREEMENT 2005

2. ARRANGEMENT

This Agreement shall be arranged as follows:-

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21	Sick Leave
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Schedule A	Settlement of Log of Claims
Part B	Monetary Rates

3. ANTI DISCRIMINATION

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the award which by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti- Discrimination Act 1977;
 - (iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

4. APPLICATION OF THE AGREEMENT

This Agreement between Australian Workers Union NSW Branch, Electrical Trades Union of Australia NSW Branch and Continental Carbon Australia Pty. Limited shall apply at the establishment of Continental Carbon Australia Pty. Limited, Sir Joseph Banks Drive Kurnell (hereinafter "the Company") and the incidence of this agreement shall cover all persons employed in Clause 8 "Definitions".

The Agreement has been entered into freely by the parties. No party has been subject to duress.

5. DATE AND PERIOD OF OPERATION

- (a) This Agreement shall take effect from the date of certification and remain in force until 1 November 2008.
- (b) Entitlements shall be back paid to 1st November 2005.
- (c) Negotiations for a new Agreement shall commence no earlier than six months prior to the expiry of this Award.

6. RELATIONSHIP TO AWARD

This Agreement is to be read in conjunction with the CONTINENTAL CARBON PTY LIMITED MAINTENANCE and PRODUCTION ENTERPRISE AWARD 2003

This Agreement prevails over the terms and conditions of the above mentioned Award to the extent of any inconsistency

7. OBJECTIVE

1. Continuous Improvement Processes

The continuous improvement of our products, our services, our systems and our people is an integral part of the company's mission statement.

The development of this enterprise arrangement is entirely consistent with the company's continuous improvement process. This Enterprise agreement will enable all stakeholders a means to share the benefits accruing from continuous on site improvement.

The Stakeholders include:

Customers, Employees, Employer Shareholders and Suppliers

The parties agree that there will be full support for and involvement in our continuous improvement activities.

The company will provide training programs and opportunities for skill development. All employees will commit to using their continuous improvement skills to better identify, monitor and improve performance on the job.

8. DEFINITIONS

8.1 MAINTENANCE STAFF

Fitter/Welder

A fitter/welder is an employee designated by the Company who possess the appropriate qualifications and training to carry out the duties of his/her position in the areas to which he/she is assigned. He/She is responsible to the maintenance supervisor, or their delegate, for the safe and efficient performance of duties to which he/she is assigned.

Licensed Electrician/Instrument Fitter

A licensed Electrician/Instrument Fitter is an employee designated by the Company who possess the appropriate qualifications (with the addition of electrical license) and training to carry out the duties of his/her position in the areas to which he/she is assigned. He/She is responsible to the maintenance supervisor, or their delegate, for the safe and efficient performance of duties to which he/she is assigned.

Rigger/Scaffolder

A Rigger/Scaffolder is an employee designated by the Company who possess the appropriate qualifications and training to carry out the duties of his/her position in the areas to which he/she is assigned. He/She is responsible to the maintenance supervisor or their delegate, for the safe and efficient performance of duties to which he/she is assigned.

Ironworker

An Ironworker is an employee designated by the Company who possess the appropriate qualifications and training to carry out the duties of his/her position in the areas to which he/she is designated. He/She is responsible to the maintenance supervisor, or their delegate for the safe and efficient performance of duties to which he/she is assigned.

Instrument Technician

Means an employee qualified and employed as such.

Leading Hand

A leading hand is an employee who possesses the appropriate qualifications designated as such by the Company.

Ordinary Rates

Unless elsewhere provided, the term ordinary rates shall be held to refer to the weekly wage as set out in Table 1 - Wages, of Part B, Monetary Rates, and, as applicable, the leading hand allowance as set out in Table 2 - Classification Related Allowances, of the said Part B.

8.2 PRODUCTION AND WAREHOUSE STAFF

Operator

The operator is an employee designated as such by the company who, having been trained to carry out the duties of his/her position in the area to which he/she is assigned, is responsible to the production foreman, or the appropriate supervisor, for the safe and efficient performance of duties to which he/she is assigned in the operations and/or control within his/her area of assignment, and may be required to perform other duties as outlined in clause 29.1, Employment Change.

Other Employee

An employee who is not an operator and who carries out duties as directed by the employer other than those of an operator..

Leading Hand

A leading hand is an employee designated as such by the company.

Trained Leading Hand Operator

is an employee designated as such by the company who has been trained to carry out the duties of a leading hand operator and who is employed as an operator being required from time to time to relieve leading hand operators when they are on leave from the company.

Handyman

An employee designated as such by the Company who has the necessary training and experience to carry out duties as directed by the employer.

Ordinary Rates

Unless elsewhere provided, the term ordinary rates shall be held to refer to the weekly wage as set out in Table 1 - Wages, of Part B, Monetary Rates, and, as applicable, the leading hand allowance as set out in Table 2 - Classification Related Allowances, of the said Part B.

8.3 GENERAL

- (a) All employees covered by the above definitions shall keep the area and the workplace in which they work clean and tidy as required by their supervisor.

- (b) The company and the employees are committed to keeping the workplace and environment clean and free of hazards.
- (c) No employee shall refuse a direction of a supervisor to clean or tidy unless the employee reasonably believes that complying with the direction would risk his or her health and/or safety.

9. EMPLOYMENT RELATIONSHIP

- (a) Except as hereinafter provided employment shall be by the week.
- (b) In order to terminate the employment of a permanent employee *who is not subject to a probationary period*, the employer must give to the employee the following notice:

Period of Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice in (b) employees over 45 years of age at the time giving of the notice with not less than two years service are entitled to an additional weeks notice

Payment in lieu of notice prescribed in (b) must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the notice specified and part payment in lieu thereof.

In calculating payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he/she or she would have worked during the period of notice must be used

The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

- (c) The notice of termination required to be given by an employee shall be the same as that required of an employer, except that there is no additional notice based on the age of the employee concerned. If an employee fails to give notice the employer has the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.
- (d) The Company and the Employee may agree that the employee gives a lesser period of notice than that stipulated at (c).

- (e) An employee discharged for any reason other than for misconduct or neglect of duty, in the week preceding a public holiday shall be paid for such holiday or holidays which occur in the following week.
- (f) Probationary Period – notwithstanding anything elsewhere contained in this clause, the first three months of employment will be on a probationary basis and may be terminated by five days' notice by either side except during the first week of employment when termination will be on an hour's notice on either side. Provided that if the requisite notice is not given during this period the payment or forfeiture of one hour or five days' wages depending upon when termination is effected will be applied.
- (g) An employee shall work as reasonably required. Employees shall perform such work that is within the employee's skill competence and training as the Company shall from time to time reasonably require, subject to the New South Wales Occupational Health and Safety Act 2000.

10. EMPLOYEES DUTIES

10.1 DAILY ORDER BOOK

- (a) As in the past, it shall remain the responsibility of all operators coming on shift to read the instructions set out in the daily order book or on a relevant computer screen. The book should then be signed to indicate that the instructions have been understood.
- (b) Orders set out in the daily order book fall into two categories: those which are to be implemented and continued, subject to the discretion of the leading hand, and those which are express orders or prohibitions.
- (c) Those which are express orders or prohibitions are to be followed without amendment, subject only to immediate safety requirements, unless an amendment is authorised by the on-call supervisor. It shall be the responsibility of the shift leading hand to seek the advice of the on-call supervisor should he/she/she believe that action or variance to an express order is justified. Failure to observe this procedure will lead to disciplinary action.
- (d) So that express orders or prohibitions may be clearly recognised, they shall be highlighted in the book or on the screen as the case may be.
- (e) It is understood that this part of the ongoing responsibility of the leading hand to use his/her/her best judgement with respect to tasks set out in the daily order book as being subject to his/her/her discretion, that is, those orders not highlighted as express orders or prohibitions

10.2 TANK FARM

A leading hand or supervisor may direct an operator to perform duties in the Tank Farm instead of or in conjunction with the employee's normal duties. If an operator is not available to perform the duties, a leading hand or supervisor may direct an employee from the warehouse or employee from the maintenance department to perform the tank farm duties. If a warehouse or maintenance employee is not available to perform the duties, an employee may be recalled to work.

11. WAGES AND ALLOWANCES

11.1 WEEKLY WAGE RATES

(a) Wage Rates

The rates of pay for the classification set out hereunder shall, be those set out in Table 1 of Schedule 1 of Part B of this Agreement.

CLASSIFICATION	WEEKLY WAGE
Maintenance	
Licensed Electrician	[see wage schedule]
Licensed Electrician / Instrument Fitter	
Instrument Fitter	
Fitter/Welder	
Rigger/Scaffolder	
Ironworker	
Instrument Technician	
Production	
Operator	[see wage schedule]
Other Employee	
Handyman	
Shipping	
Other Employee	

- (c) In addition to the above wage rates the following rates shall be paid:

Maintenance

Welder 2nd class
Fitter/Welder with D.L.I. Cert [see wage schedule]
Leading Hand - Fitter Welder
Leading Hand - Lic. Electrician / Instrument Fitter
Senior Leading Hand/Foreman
Restricted Electrical License

Production

Trained Leading Hand [see wage schedule]
Leading Hand Operator

Shipping

Leading Hand 3-10
Leading Hand 11-20
Foreman / Snr Leading Hand

- (d) A bathing out allowance of one half hour's pay shall be paid at the appropriate rate.
- (e) A transport and location allowance per day shall be paid as set out in the wage schedule.
- (f) Included in the total wage to be paid for all purposes is a disability allowance. As it is now part of the all purpose rate, it is not subject to reintroduction as a separate allowance.

Note It is the intention of the parties that the above disability allowance is in consideration of all disabilities associated with the company site.

- (g) (i) Weekly wages as shown under Clause 11 hereof Clause 11.3, Wage Increases, and Part B shall not be varied during the currency of this Agreement or agreed to by the Company.
- (ii) The following allowances will also be varied as in 11.1(f) and 11.3 Wage Increases:

Service Increments
Entry to Bag Filters
First Aid Allowance
Forklift Allowance
Leading Hand Allowance

11.2. SPECIAL RATES

- (a) Employees required to work within the Bag Filters, road tankers or storage silos shall be paid the sum of [wage schedule] for the first hour or part thereof, then at the rate of [wage schedule] per hour for each hour or part thereof.
- (b) Any employee covered by this Agreement required to operate a forklift will be paid [wage schedule] per day or shift extra. Provided that such employee may be required to operate a forklift on instruction from the appropriate Departmental Supervisor.
- (c) Operators who hold a boiler attendant's certificate of competency covering all boilers, fire tube and water tube, will be paid the sum of [see wage schedule] per shift extra, with a maximum of two employees per shift being eligible.
- (d) In circumstances where operators holding such qualification work 12 hours to provide shift cover, they shall be entitled to one and a half times the prescribed rate for that 12-hour shift.
- (e) Employees operating the bagging machines and stacking bags on pallets from the conveyor belt will be paid the amount as set out [see wage schedule] per day/shift extra.
- (f) Employees filling road tankers while using a harness will be paid the amount as set out [see wage schedule] per day/shift extra.
- (g) Employees using a boom lift or cherry picker will be paid the amount as set out [see wage schedule] per day/shift extra.
- (h) An employee who has not received the tanker harness, bagging machine/conveyor belt allowance on the day's shift work and is required to work overtime for a minimum of four hours on a bagging machine or conveyor belt immediately following that day/shift shall be entitled to an allowance as set out in the wage schedule.
- (i) Instructions and examinations away from the company's premises - An employee required to present himself/herself at a time other than during his/her/normal working hours for an examination for a certificate or ticket in accordance with the provisions of any statute or regulations made thereunder, shall be paid a minimum of four hours at single-time rates and shall be reimbursed the cost of the examination and car allowance as set out in Part B.
- (j) Employees elected or appointed to any official committee including the site consultative committee and Occupational Health and Safety Committee shall be paid the rate of single time for all time spent in attending meetings of those committees. The company must give at least 48 hours notice of a meeting. The company will endeavour to hold all meetings during working time.
- (k) Fitter Welders shall be paid an extra tool allowance of \$6.00 per week for the first year of this Agreement. The extra tool allowance will increase to \$7.00 per week for years two and three of this Agreement.

11.3. WAGE INCREASES

- (a) Employees engaged at Company and covered by this Agreement shall receive an increase in wages in accordance with the following programme.
 - (i) A wage increase of 4% shall be paid from the first full pay period on or after 1st November 2005
 - (ii) A further wage increase of 4 % shall be payable from the first pay period on or after 1st November 2006
 - (iii) A further wage increase of 4 % shall be payable from the first pay period on or after 1st November 2007
- (b) The granting of wage increases available under this clause shall be subject to employees complying with all conditions of this Agreement including dispute settling procedures and disciplinary procedures.
- (c) Any dispute that relates to the payment of wage increases under this clause shall be dealt with in accordance with the dispute settling procedures of this Agreement.
- (d) Wage increases are set out in the wage schedule at Part B of this Agreement.
- (e) In each case wage increases shall be payable from the first full pay period occurring on or after the due date.

11.4. SERVICE INCREMENTS

- (a) The following scale of Service Increments will apply-
 - [wage schedule] per week after one years service, increasing to
 - [wage schedule] per week after two years service, increasing to
 - [wage schedule] per week after three years service, increasing to
 - [wage schedule] per week after four years service, increasing to
 - [wage schedule] per week after five years service, increasing to
 - [wage schedule] per week after six years service, increasing to
 - [wage schedule] per week after seven years service, increasing to
 - [wage schedule] per week after eight years service, increasing to
 - [wage schedule] per week after nine years service, increasing to
 - [wage schedule] per week after ten years service.
- (b) The increments are flat weekly payments, however such increments will be reduced when an employee has any absence for which he/she is not entitled under this Agreement to payment of any wages, e.g. unauthorised sick leave, sick leave not accompanied by a doctors certificate as required by clause 21(f) of this award, or leave without pay.

- (c) Such reduction will be split into fractions of not less than one day, with any part of a day counting as one day.
- (d) The increments shall not be taken into account for the purpose of calculation of overtime, shift premiums or any other allowance or premiums.
- (e) "Service" means continuous service by a permanent employee employed directly by the Company.
- (f) "Week" means pay week.
- (g) Payment of the increment will commence from the beginning of the first full pay week on or after the date in which the employee qualifies for such increment.
- (h) The increment shall be paid during Annual Leave, Long Service Leave, Public Holidays.

11.5 METHOD OF PAYMENT OF WAGES

- (a) Wages shall be paid fortnightly by Electronic Funds Transfer (EFT).
- (b) Weekly rates payable to continuous shift workers and non continuous shift workers under this agreement will be the, ordinary time day shift weekly rate, weekend penalties, public holidays, shift allowance, service increments, transport and location allowance, boiler ticket allowance (where applicable), and the first aid allowance (where applicable). Such rates shall be calculated over the duration of a rostered shift cycle and reduced to an averaged weekly rate. This rate shall be the ordinary rate
- (c) The ordinary rate payable under this Agreement will be The weekly wage identified at clause 11.1 of this Agreement.
- (d) The rate for the calculation of all overtime under this Agreement shall be the ordinary rate as specified in sub-clause (b) of this Clause.
- (e) Payment to shift workers for annual leave and long service leave shall be calculated using the weekly rate as prescribed in subclause (b) of this clause.

11.6 POLICY REGARDING ELECTRONIC FUNDS TRANSFER FOR WAGES STAFF

With the introduction of E.F.T. for fortnightly paid employees there is a number of adaptations required to successfully implement the system. These are as listed under.

- (a) Pay adjustments:

All pay adjustments of a net value to the employee of less than \$40.00 are to be included in the next pay.

Substantial adjustments greater than \$40.00, as a result of the fault of the Company, will be rectified by issuing a cheque made out to cash and given to the employee as soon as is practical.

- (b) Pre-pays will no longer be required as all pays will be available at the same time at the various financial institutions.
- (c) Holidays advised to the account department with less than 2 weeks notice will be paid in the next available pay run. As will be holidays of less than one week duration.
- (d) The Company is to accept responsibility for payment of wages up to the time that the Company's account is debited.
- (e) Pays remain calculated on a Tuesday, pay slips will be available on a Wednesday and barring internal delays with the banks will be available early Thursday mornings.
- (f) Pays will be credited to any one of the banks in the list attached to the authority form. The Company *is* unable to deposit to a bank/financial institution not listed.
- (g) Any deposit tax levied by the Government (if any) will be borne by the employee.
- (h) All pay rates will now be calculated to 4 decimal places of a dollar instead of the previous 5, with all employees rates rounded upwards.
- (i) If, through the fault of the Company, payment is not available to the employee prior to 3.17pm Thursday, waiting time at ordinary rates will apply from the time an authorised employee of the Company is advised of such unavailability and will apply until payment is available through the employee's bank/financial institution.

11.7. ATTENDANCE PAYMENT

- (a) As soon as practicable after the first and subsequent anniversaries of employment, employees will be entitled to an amount for attendance based on the amount of unused sick leave, in excess of the required 30 day minimum sick leave accrual, that they would have been entitled to consistent with clause 21 in that year. No employee with less than 30 days accumulated sick leave as measured at the end of the employees sick leave year will be entitled to any payment under this clause.
- (b) At termination, employees will be entitled to an amount for attendance. This payment shall not exceed the value of the accumulated untaken sick leave, calculated at ordinary rates of pay for day workers and for shift workers at the average weekly pay (excluding bathe-out, disability, first aid and boiler certificate) at termination.
- (d) For the purpose of this clause, "accumulated untaken sick leave" means sick leave which has been credited to an employee and which has not been taken minus the sick leave credited to the employee in the year following the employee's last anniversary date.

12. MIXED FUNCTIONS

- 12.1 An employee who is required to do work carrying a higher rate than his/her ordinary classification for any part of a day or shift shall be paid at a higher rate for the full day or shift.
- 12.2. If an employee, without having received 7 days written notice, is transferred (other than at his/her own request or by reason of his/her inability or failure to perform satisfactorily the duties required to him) to work of a classification for which a lower weekly wage is prescribed under this agreement than that applying to the classification in which he/she was previously employed, he/she shall be paid during such 35 ordinary hours or any lesser time so employed, the rate for the classification in which he/she was employed prior to the transfer.
- 12.3 An Operator will be given first preference for any overtime work available in the warehouse.

13. HOURS OF WORK

13.1 DAY WORKERS

- (a) The ordinary hours of work for day workers shall be thirty five (35) hours per week averaged over a nine (9) day fortnight to be worked seven (7) hours forty seven (47) minutes per day Monday to Friday inclusive between the hours of 5.00am to 5.00pm.
- (b) Day Workers shall be allowed a meal break of thirty (30) minutes to be taken between the hours of 10.00am and 1.00pm each Monday to Friday inclusive. An employee shall not work more than five (5) hours continuously without a meal break. Provided that by agreement between the Employee and his/her or her supervisor or leading hand, "five hours" may be read as six hours.

Work done by an employee during his/her recognised meal interval and thereafter until meal interval is allowed, shall be paid for at overtime rates.

- (c) Rest Period: Day Workers shall be allowed a period of ten minutes as a rest period during the first half of each day to be taken at a time to be mutually arranged.
- (d) An employee in the establishment covered by this agreement who is entitled to a rostered day off shall be rostered off on one of the normal working days to suit the needs of the business.
- (e) Each shift half an hour will be allowed to each employee for bathe up at the appropriate rate.
- (f) Day Workers may be transferred to a shift other than day shift for a period of less than five (5) days on the issue of a forty-eight (48) hours' notice. Such day workers shall be paid the applicable shift penalties and in the absence of forty-eight (48) hours' notice shall be paid at the rate of double time for shifts worked during this forty-eight (48) hours' notice period

- (g) Day workers may be transferred to work on afternoon shift in the Warehouse for more than (5) five days on the issue of a minimum of (48) forty-eight hours notice. Such workers will be paid 15% more than ordinary day rates. After (1) one months continuous work on this shift, workers shall be paid 25% more than the day rates in loue of the 15% rates as long as they are continuously on this shift.
- (h) If after (3) months continuous work on afternoon shift and by request of the company an employee reverts back to day work for a period less than (1) month than reverts back to afternoon shift they will commence on 25% more than the ordinary day rates while on afternoon shift.
- (i) Afternoon shift in the warehouse normally extends from 3pm till 11.17pm with an unpaid meal break of thirty minutes and a paid rest pause of ten minutes.
- (j) Employees working afternoon shift work in the warehouse shall be allowed a meal break of thirty (30) minutes to be taken between the hours of 6.00pm and 9.00pm each Monday to Friday inclusive. An employee shall not work more than five (5) hours continuously without a meal break. Provided that by agreement between the Company and his/her or her supervisor or leading hand, "five hours" may be read as six hours.
- (k) By agreement with management and all of the employees on a particular shift, the employees may work from 3pm until 11pm without loss of pay if the employees agree to forego the ten minute paid rest period and associated walking time that would other wise apply.

13.2 **SHIFT WORKERS**

13.2.1 **Continuous Shift Work**

- (a) Continuous shift work shall be arranged to provide for an average of 35 ordinary hours of work per week over the span of the shift cycle. Such hours may be worked in one shift or in any two or three rotating shifts, which shall be known as "day shift", "afternoon shift", and "night shift". The starting and finishing times of shifts shall be mutually agreed upon between the Company, the employees and the union and such shifts shall be rostered to provide a weekly rotation of shifts.
- (b) Where an employee is engaged in working on a regular roster or shift, his/her/her place on the roster shall not be altered unless he/she is given 48 hours notice of such change, except as provided in paragraph (c) of this subclause, such employee shall be paid the appropriate overtime rate for time worked up to the expiration of 48 hours notice. Such payment shall be in lieu of his/her/her ordinary rate for the un-worked time on the previous roster.
- (c) Notwithstanding the foregoing, in cases of emergency over which the employer has no control, the hours of shifts and hours of work for any employee may be altered without notice.

- (d) Twenty minutes shall be allowed to all shift workers each shift for a crib break, which shall be counted as time worked. An employee shall not work continuously for more than five hours without a meal break.
- (e) Provided that an employee shall work six hours without a meal break where there is agreement between the Company and the employee(s).

13.2.3 Shift Work Rates

- (f) Subject as otherwise provided, shift workers shall be paid, in addition to the rates payable under this Agreement, shift work allowance as follows:
 - (i) Shift workers whilst on Afternoon or Night Shift Monday to Friday inclusive shall be paid 15 percent more than the ordinary rates for such shift.
 - (ii) After working for one month continuously on afternoon or night shift an employee will be considered to be permanently appointed to that shift and shall be paid a loading of time and one quarter in lieu of the loading prescribed at paragraph (i) for as long as the employee remains continuously on that shift.
 - (iii) Employees other than a trained operator may be employed as and become shift workers for a period of not less than five shifts and shall be paid accordingly, provided that such day workers or employees are given five weekdays' notice and, in the absence of such notice, shall be paid at the rate of double time for shifts worked during this notice period.

14. WEEKEND AND HOLIDAY PAY

A. Day Workers

- (a) Day Workers shall be paid at the rate of double time for all work performed on Saturdays, and on Sundays.
- (b) For all work performed on Public Holidays, day workers shall be paid at the rate of double time and a half, excepting that work performed on Good Friday and Christmas Day will be paid at the rate of triple time.

B. Shift Workers

- (a) Saturday Work – The minimum rate to be paid to a shift worker for work performed on:
 - (i) day shift shall be at the rate of time and a half;

- (ii) afternoon and night shift shall be at the rate of time and a half, plus 15 per cent of his/her/their ordinary single time rate.
- (b) Sunday Work – The minimum rate to be paid to a shift worker for work performed on:
 - (i) day shift shall be at double ordinary time;
 - (ii) afternoon and night shift shall be at the rate of double ordinary time, plus 15 per cent of his/her/their ordinary single-time rate.

15. OVERTIME

A. Day Workers

- (a) All time worked before the usual commencing time or after the usual ceasing time each day or in excess of the ordinary hours shall be overtime and shall be paid at the rate of double time, providing it is authorised by a Supervisor.
- (b) When the period of overtime worked is less than one half hour the employee will be paid for one half hour. When the period of overtime is in excess of one half hour he/she will be paid for one hour. When the period of overtime exceeds one hour he/she will be paid for the time worked.
- (c) Day workers when working a weekend or public holiday overtime shift shall be paid eight hours at the appropriate rate and with a paid twenty (20) minute crib break.

B. Shift Workers – Other than on shift hand over or where the work is performed by arrangement between the employees themselves.

- (a) Time worked which is in excess of or outside the ordinary working hours or on a rostered shift off and provided that it is authorised by a supervisor, shall be paid for at the rate of double time.
- (b) Overtime, authorised by a supervisor to be worked on day, afternoon or night shift on a Sunday shall be paid 2.15 times the ordinary rate of pay.
- (c) When the period of overtime is less than one half hour, the employee will be paid for one half hour. When the period of overtime worked is in excess of one half hour, the employee will be paid for one hour. When the period of overtime exceeds one hour, the employee will be paid for the time worked.

- (d) The employer may require any employee to work reasonable overtime at overtime rates and such employees shall work overtime in accordance with such requirements.
- (e) Where an employee after having worked overtime finishes at a time when his/her normal means of transport is not available the Company shall provide transport to the nearest public transport and alternatively, if public transport is not available at the public transport connection the Company shall provide transport to the employees home.

15.1 MEAL ALLOWANCE

- (a) Any employee required to work overtime in excess of two (2) hours, after working his/her ordinary hours and without receiving notice thereof, on the previous day or shift shall be provided with a suitable meal or paid in lieu of an allowance \$[wage schedule] for the first meal and all subsequent meals.
- (b) Unless the period of overtime is less than two (2) hours, the employee before starting overtime, after working his/her ordinary hours, shall be allowed a meal break of twenty (20) minutes and shall be allowed a further crib time of twenty (20) minutes without deduction of pay after each four (4) hours of overtime worked if he/she continues to work after such crib time.
- (c) Any employee required to work overtime for more than two (2) hours prior to and continuous to his/her normal day or shift will be provided with a meal or paid tea money of \$[w/s].
- (d) If an employee pursuant to notice is not required to work overtime or is required to work less than the amount advised, he/she shall be paid as above prescribed.
- (e) An employee recalled to work overtime on a day on which he/she or she would not otherwise be working will be entitled to a meal or tea money provided notice was not given on the previous day or shift and provided that the overtime worked exceeds four (4) hours.

16. CALLS BACK

When an employee is recalled to work overtime not continuous with his/her normal shift:

- (a) Such overtime commencing at a time which is not his/her normal shift starting time he/she shall be paid one hour's pay at the appropriate rate to cover time spent in travelling to and from the Company's premises.
- (b) After leaving the Company's premises whether notified before or after leaving the premises, he/she shall be paid for a minimum of four (4) hours at the appropriate overtime rates for each time he/she is so recalled.

- (c) An allowance of [wage schedule] shall be paid to employees who use their private cars to attend at the plant on calls back, provided such attendance involves an extra trip to the plant.

This allowance is based on 60 cents per kilometre established by the N.R.M.A. as of March 1990 adjusted for the appropriate rate for a four cylinder car being used to the extent of 15,000 kilometres per year. The allowance is based on an average of thirty two (32) kilometres round trip, this being \$20.52.

- (d) When an employee recalled from his/her home to work overtime does not have his/her own means of transport available, the Company shall provide transport to and from work; provided that in such cases, Sub-Clause (c) hereof shall not apply.
- (e) Except for (f) below overtime worked in the circumstances specified in this Clause shall not be regarded as overtime for the application of the 10 hour or 8 hour break referred to at clause 17, as the case may be, when the actual time worked is less than three (3) hours on such recall.
- (f) For Call Backs Monday through Friday between 3.17pm and 1.17am a day worker shall be entitled to a 10 hour break and a shift worker shall be entitled to an eight hour break before commencement of his/her ordinary work.
- (g) For Call Backs Monday through Friday between 1.30am and 6.00am the employee may report back to work late by the number of hours he/she has worked plus one (1) for travel time. On Sunday this will apply after 10.00pm.

17. REST PERIOD

- (a) An employee who works so much overtime between the termination of his/her ordinary work on one day or shift, and the commencement of his/her ordinary work on the next day or shift, that he/she has not had at least ten (10) consecutive hours off duty between those times shall be released after completion of such overtime until he/she has had ten (10) consecutive hours off duty, without loss of pay for ordinary working time during such absence. If on the instruction of the Company such employee resumes or continues his/her work without having had such ten (10) consecutive hours off duty, he/she shall be paid at appropriate overtime rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she had (10) consecutive hours off duty for ordinary working time occurring during such absence.
- (b) The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift is worked by arrangement between the employees themselves.
- (c) An employee who has worked 16 hours or more straight shall be entitled to be absent until he/she/she has had ten and one half consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.

If, on instruction of the company, such employee resumes or continues his/her/er work without having had such ten and one half consecutive hours off duty, he/she/she shall be paid at appropriate overtime rates until he/she/she is released from duty for such period and he/she/she shall then be entitled to be absent until he/she/she has had ten and a half consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

18. ANNUAL LEAVE

A. Day Workers

(a) Day workers shall be allowed twenty-eight (28) consecutive days leave (including non-working and rostered off days) annually after twelve (12) months continuous service as an employee. For the purpose of calculating twelve (12) months continuous service, the period of leave shall be included. During this period of annual leave Day Workers shall receive a Loading of 22.5 percent on Annual Leave pay. The Loading prescribed shall not apply to proportionate leave on termination.

(b) Annual Leave exclusive of public holidays. Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by this sub-clause (a) of Clause 25 "Public Holidays" of this Agreement and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

B. Shift Workers – Continuous shift workers shall be allowed five weeks leave annually after 12 months continuous service as a continuous shift worker together with an extra five normal working days instead of payment for five public holidays, as referred to in subclause (b) of clause 25.

(a) If during the year of his/her/er employment the employee has served for only a portion of it as a continuous shift worker, the additional leave shall be the proportionate part of the annual leave to which he/she/she would have been entitled had he/she/she completed one year as a shift worker. Where the additional leave calculated under this paragraph is or includes a fraction of a day, such fraction shall be discharged by payment only.

(b) Each employee shall be given the period of annual leave to which he/she/she is entitled under this subclause as soon as reasonably practicable after the due date but not later than six months after the leave became due.

(c) The annual leave provided for by this clause shall be allowed and taken and, except as provided in paragraph (d) of this subclause, payment shall not be made or accepted in lieu of annual leave.

- (d) An employee whose employment is terminated shall be paid for the proportionate part of annual leave that he/she/she would have been entitled at the date of termination of his/her/her employment had his/her/her employment not been so terminated. The calculation shall be made to the nearest day.
- (e) Payment to continuous shift workers when on annual leave shall be at the weekly rate payable to shift workers as defined in subclause (b) of clause 11.5, Method of Payment of Wages

19. LONG SERVICE LEAVE

See Long Service Leave Act, 1955, as amended.

Provided that continuous shift workers who elect to take their Long Service Leave after the qualifying period or lawfully terminate their employment with the Company after ten years service shall be paid on the basis of a weekly rate in accordance with Clause 11.5, sub-clause (b) of this Agreement.

20. CARER'S LEAVE

A. Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 20.A.(b) 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 at Clause 20 of this agreement 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 medical certificate or statutory declaration, 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 the person; or

- (iii) a child or an adult (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a 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 paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

B. Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support of a member of a class of person set out in 20A.(c)2(ii) above who is ill.

C. Annual Leave

- (a) An employee may elect with the consent of the Company, subject to the Annual Holidays Act 1994, 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 20A.3.1 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.

D. Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company within twelve months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If having elected to take time as leave, in accordance with paragraph 20A.4.1 the employee shall be paid their overtime in accordance with this Agreement.

E. Make-up Time

- (a) An employee may elect, with the consent of the Company, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the Company, to work "make-up time" under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

F. Rostered Days Off

- (a) An employee may elect, with the consent of the Company, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the Company, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the Company, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the Company informing each union which is party to the Agreement of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

21. SICK LEAVE

- (a) An employee after one month's continuous service with the Company who is unable to attend for duty by reason of personal illness or personal incapacity, proof of which shall be on him, shall be entitled in his/her first year of service and up to and including five years, an aggregate of ten (10) days of working time at ordinary rates of pay for day workers and for shift workers at the average weekly pay (excluding bathe-out, disability, first aid and boiler certificate). Provided that the employee shall inform his/her employer within 24 hours of commencement of the absence of the estimated duration of the absence and the nature of the illness. Such sick leave will only be paid after one month's continuous service, provided that an employee who has taken sick leave during that month will be reimbursed at the expiration of that month. Sick leave may not be accumulated in excess of 30 days sick leave as measured at the end of the employees sick leave year.
- (b) After five (5) years of continuous service with the Company an employee shall be entitled to further additional sick leave up to an aggregate of five (5) days of working time in any one year.
- (c) Employees may have five single sick days per year without a Doctor's Certificate, all sick days apart from these five single days will be paid on receipt of a Doctor's Certificate.
- (d) Sick leave under this clause shall accumulate and be paid for, subject to continuous employment year to year, consistent with the provisions of the Industrial Relations Act, 1996, as amended.
- (e) An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to compensation under the Workers' Compensation Act in force from time to time.
- (f) Notwithstanding (c) above, any day worker who is absent on a day before or after a weekend, RDO, or Public Holiday or any shift worker absent on a shift before or after a Non Working day, or absent from a shift on a Saturday Sunday or Public Holiday will be required to supply a Doctors Certificate on all occasions of such absence.
- (g) The company reserves the right to discuss the introduction of a short absence rule with the union. The short absence rule will address adverse sick leave patterns which may necessitate the introduction of a program of compulsory production of medical certificates for all subsequent absences, counseling and the issue of warnings and ultimately disciplinary action in accordance with clause 30.1 until there is a sustained improvement in the employees attendance pattern.

22. BEREAVEMENT LEAVE

- (a) An employee shall be entitled to three (3) days leave without loss of pay on the occasion of the death of an employee's husband, wife, father, mother, brother, sister, child, stepchild, stepmother, stepfather, parents-in-law or grandparents either in Australia or overseas.
- (b) For the purposes of this clause the words "wife" and "husband" shall include de facto wife or husband.

- (c) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (d) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (e) Depending on individual circumstances and with prior approval of the employer, the period of bereavement leave may be extended.

23. PARENTAL LEAVE

Employees shall be entitled to parental leave as provided in the Industrial Relations Act, 1996 as amended.

24. JURY SERVICE

An employee on weekly hiring required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.(including Bathe Up)

An employee on weekly hiring required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

An employee shall notify his/her employer as soon as practicable of the date upon which he/she is required to attend for jury service, and he/she shall provide his/her Company with proof of his/her attendance, the duration of such attendance and the amount received in respect thereof.

25. PUBLIC HOLIDAYS

- (a) The days on which New Year Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day are observed as public holidays and are gazetted as public holidays and special days appointed by proclamation as Public Holidays through the State together with an employee's birthday, shall be recognised as holidays and paid for as such. If an employee's birthday falls on a non-working day the next working day following their birthday will be given. Provided that by agreement between the Company and the employee such day may be substituted for another day off.
- (b) In the case of continuous shift workers, only six public holidays will be paid for, the remaining five public holidays will be added to their annual leave in accordance with subclause (b) of clause 18 Annual Leave.
- (c) Where any Employee is absent from work on the public holiday or on the working day, or part thereof, before or on the working day, or part thereof, after a Public Holiday without reasonable cause, proof of which shall be upon him or her, or without the prior approval of the Supervisor, he/she/she shall not be entitled to payment for any such Holiday, provided the employee was rostered to work on the day or days of absence.
- (d) A day worker whose rostered day off falls on a Public Holiday shall receive, in addition to his/her normal Public Holiday pay, an amount equaling 7 hours, 47 minutes at one and a half his/her ordinary rate. (1978 Agreement).

26. FIRST AID

Adequate first aid facilities shall be provided by the Company (see Occupational Health and Safety Regulation 2001 as amended).

Where an employee is a qualified first aid attendant and he/she is required by the Company to perform first-aid and shall be paid (wage schedule) per day or shift in addition to his/her ordinary rates.

27. PROTECTIVE CLOTHING

- (a) All employees working under this Award shall be provided free of charge with an adequate supply of work clothing.
- (b) Where necessary employees shall be supplied free of charge with waterproof protective clothing and souwester.
- (c) All such clothing will be replaced with a new issue only on production of the worn out clothing.
- (d) Respirators and goggles shall be supplied by the Company wherever necessary.

- (e) Employees shall use in the proper manner the appropriate protective clothing and equipment provided and shall comply with any other specified safe working requirements.
- (f) All items furnished by the Company in this clause must be handed in on termination of employment before final settlement can be made.
- (g) Employees shall be provided with adequate facilities for washing, changing, storage of personal effects, obtaining boiling water and the partaking of meals. Any disagreements about the adequacy of facilities shall be dealt with through the consultative process of this agreement and the disputes settlement procedure

28. UNION NOTICES

- (a) An employee appointed as Union Delegate shall upon notification by the Union to the Company be recognised as the accredited representative of the Union and he/she shall be allowed the necessary time during working hours to interview a Union Organiser who is on site, the Company or its representative on matters affecting employees whom he/she represents.
- (b) (A Union Organiser may, after informing the most senior manager available of his/her presence on the site and of the purpose of his/her visit, interview a delegate, or in non-working time, meet with employees who are members or eligible to be members.
- (c) The Company may grant permission to a Union Organiser or delegate to hold union meetings during working time provided that;
 - (i) There is sufficient coverage of the work processes by employees of the company to allow normal work to continue during the meeting.
 - (ii) No less than 48 hours notice of the request to hold a meeting under this sub-clause is provided to the company
- (d) The Union Delegate shall obtain permission from his/her immediate Staff Supervisor advising the location he/she is proceeding to. He/She will not be replaced by another employee for his/her period of absence except under special circumstances approved by the Company.
- (e) His/Her/hers location shall be known to the employees on his/her Plant and he/she shall be available to return to his/her area immediately upon request by his/her Supervisor.
- (f) The Company shall provide a notice board of reasonable dimensions with a glass front and lock to be erected in a prominent position upon which the accredited Union representative shall be permitted to post notices signed or countersigned by the representative posting the same about matters pertaining to the employment relationship and the Agreement. Any notices posted on such board not so signed or countersigned may be removed by an accredited Union representative or the Company.
- (g) When operations permit one accredited Union representative from the duty shift shall be allowed leave with pay to attend proper constituted union meetings held on Company

premises subject to his/her being recalled by the Company if required for the continued smooth operation of his/her unit of production.

- (h) Subject to obtaining prior approval of the most senior management representative of the company available at the time, the appropriate union delegate shall be allowed time outside of the delegate's rostered working hours on or away from Company premises for the purpose of attending to pressing legitimate union business and shall be paid at single time rate for such time. Provided that permission shall not be unreasonably refused.
- (i) Subject to gaining the approval of the Company in writing, duly appointed union delegates shall be allowed leave with pay to attend Trade Union Training courses either conducted by Trade Union Training Incorporated (TUTA) or endorsed by TUTA and conducted by the Union. Approval of the Company shall be subject to the following:
 - (i) That the Company receive written notice of nomination from the union, setting out the time, dates content and venue of the course.
 - (ii) That not more than one person at a time and not more than 3 persons per year are nominated.
 - (iii) Attendance at an approved course or courses shall be for a period agreed between the union and the Company provided that attendances at such approved course or courses do not exceed 15 days in the aggregate per year.
 - (iv) Attendance at the course or courses shall not be contrary to the operational requirements of the enterprise.
 - (v) For the purpose of this sub-clause employees attending a course on a day on which he/she or she would otherwise be working will be regarded as being on day shift for that day.
 - (vi) No payment shall be made to an employee for attending a course on a day on which he/she or she would not otherwise be working

29. CHANGES IN THE WORKPLACE

29.1 EMPLOYMENT CHANGE

- (a) The Company has the sole right to plan, direct and control operations and to introduce new and improved production methods or facilities.
- (b) The Company shall not give effect to a significant change in the area of responsibility caused by the addition of significant plant items before reasonable notifications be given to the Union in order to negotiate the appropriate rates of pay for the new function.
- (c) The employees shall agree without prejudice to accept a significant change in the area of responsibility for a reasonable period of time, such period to be determined beforehand to enable a survey of such responsibility to be carried out to assist in negotiations on the

understanding that should an increase in pay be granted it will be retrospective to the commencement of the abovementioned trial period.

- (d) The employee shall recognise decreases in areas of responsibility brought about by improvement of plant capabilities and/or process change and that such decreases in areas of responsibilities be recorded against and be recorded as credit against any increase in the areas of responsibility which may be considered under this Clause.
- (e) If at the conclusion of the survey carried out in accordance with sub clauses (c) and (d) of this clause, the parties agree to change the rates of pay, leave is reserved to the parties to make an application to the Industrial Relations Commission to vary the Agreement.
- (f) The Company after consultation with the Union has the option to utilise the services of casual labour for whatever purposes.
- (g) The parties recognise that, the company at its option, may utilise the services of contract labour to cover demands for labour or skills that cannot reasonably be covered by the permanent employees.
- (h) Wherever possible, the company will offer overtime work to permanent employees before assigning the same overtime work to a contractor.
- (i) The Company will require that employees of contractors are not paid any less than the rates of pay paid to comparable permanent employees.
- (j) No permanent employee will be replaced or prejudiced in his or her employment by a contractor
- (k) Employees of contractors working at the Company, may be offered permanent employment when a vacancy for a permanent employee is created. The parties recognise that the Company is committed to making offers of employment strictly on the basis of merit. The parties further recognise that length of service as a contractor may be a factor in determining merit.

29.2. MECHANISATION

- (a) Notwithstanding any provisions contained in this Agreement where on account of the introduction or proposed introduction by the Company of mechanisation or technological changes in the industry in which it is engaged, the Company terminated the employment of an employee who has been employed by the Company for the preceding twelve months, the Company shall give the employee three months' notice of the termination of his/her employment; provided that, if the Company fails to give such notice in full:-
- (b) It shall pay the employee at the rate specified for the employees ordinary classification in Clause 7 of this Agreement for a period equal to the difference between three months and the period of notice given, and

- (c) The period of notice required by this Sub-Clause to be given shall be deemed to be service with the Employer for the purpose of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of those Acts; and provided further that the right of the Company summarily to dismiss an employee without notice for neglect of duty or misconduct (and in such cases wages shall be paid up to the time of dismissal only) shall not be prejudiced by the fact that the employee has been given notice pursuant to this Sub-Clause of the termination of his/her employment.
- (d) Should the Company propose to introduce into the industry in which it is engaged mechanisation or technological changes which will result in one or more employees becoming redundant the Company shall give notifications in accordance with this Sub-Clause at least six months before the introduction of such mechanisation or technological changes, and, if it is not practicable for the Company to give such notice, then it shall give the notifications as early as it practicable for the Company to give them. The notifications to be given in accordance with this Sub-Clause are notifications in writing to the Industrial Registrar, the Director of Vocational Guidance Bureau, the Director of Technical Education and the Union Secretary, of the number of persons who may become redundant on account of the introduction or the proposed introduction by the Company of mechanisation or technological changes in the industry in which it is engaged, and of their occupations and of the approximate date when their employment is likely to terminate on account of such introduction.
- (e) Day workers dismissed because of redundancy shall be paid ordinary rates for any accumulated sick leave. Continuous shift workers dismissed because of redundancy shall be paid the average weekly pay (excluding bathe-out, disability, first aid, boiler certificate, service increments and the like) for any accumulated sick leave.
- (f) If the Company gives to an employee notice of the termination of employment on account of the introduction or proposed introduction of mechanism or technological changes, within fourteen days thereafter the Company shall give notifications in writing to the Industrial Registrar, the Director of Vocational Guidance, the Director of Technical Education and the Union Secretary, of the fact, stating the employees name and address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

29.3 REDUNDANCY

- (a) Redundancy means a situation where an employee is terminated because the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone. The ordinary and customary turnover of labour is not a redundancy.
- (b) Prior to a redundancy taking place, the company will advise the employee(s) affected and the union as early as possible.

- (c) Employees who have been engaged on a temporary, casual or short term basis, and have been advised of such arrangement at the time of employment will not be regarded as being redundant for the purposes of this clause.
- (d) The provisions of this clause will not apply to employees who are terminated by the Company for reasons other than redundancy, nor will it apply to employees who terminate their employment of their own accord.
- (e) Employees taking voluntary redundancy shall also receive the provisions of this clause.
- (f) Employees under a notice of termination due to redundancy shall be allowed reasonable time off, to a maximum of One day Per Week during the notice period, for employment interviews subject to production of proof of attending the interview(s).
- (g) An employee who finds an alternative position during the Notice of Termination period may, with the consent of the company, terminate his/her or her employment prior to the expiry of the period of notice without forfeiting the right to redundancy compensation. The Company's consent in such circumstances shall not be unreasonably withheld.
- (h) The Company's need to maintain an efficient workforce and an efficient operation will be taken into account in the selection of employees to be made redundant.
- (i) "Weeks Pay" means an employee's normal rate of pay for an ordinary week's work at the time of receiving notice of termination. The normal rate of pay does not include overtime, site allowances, travelling allowances or other like payments that do not directly relate to a normal weeks pay.
- (j) Redundant employees shall receive an itemised statement of all payments within seven (7) days of receiving Notice of Termination. A certificate of service shall be made available to employees on request.
- (k) Explanation of Redundancy Provisions
Employees deemed redundant under the provisions of the clause shall receive the following period of notice and severance payments on the termination of their employment with the Company. Such period of notice and severance payments will be in addition to any salary wage or other award or statutory entitlements which may be due at that date, but are instead of any Notice/ Redundancy/ Retrenchment benefit contained within the applicable award(s) or legislation.
- (l) "Continuous Service" means an unbroken period of employment up to the point where the employee is terminated. Broken periods of employment shall not be taken into account.

- (m) Employees deemed redundant shall receive the following notice provision or payment in lieu thereof:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (n) In addition to the period referred to above, an employee over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional weeks notice.
- (o) In addition to the period of notice or payment in lieu, a redundant employee shall receive severance payment according to the following table: *

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and less than 7 years	16 weeks

- (p) Where an employee is 45 of age or over, the entitlement shall be in accordance with the following table

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and less than 7 years	20 weeks

- (q) An employee deemed redundant shall receive a maximum severance payment of 48 weeks on the basis of an additional 2 weeks pay for every year of service above 7 years and paid pro-rata on completed months of service which are less than a completed year.
- (r) Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement age. In this paragraph "normal retirement age" means 70 years.
- (s) For the purposes of this clause, statutory entitlements shall be deemed to include a pro-rata payment for long service leave for redundant employees with over five years continuous service with the company.
- (t) The Company, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee. When considering making such an application, the Company will consult through the consultative mechanism. Items for discussion will include; the transfer of accrued benefits, travel arrangements, nature of the work in the new employment and wage rates".
- (u) All accrued sick leave will be paid to all employees being retrenched
- (v) Death while on Notice: Should an employee under notice of retrenchment die before the intended date of termination, all benefits of this redundancy clause to which an employee was entitled shall be paid directly to that employee's estate

30. DISCIPLINARY AND DISPUTE PROCEDURES

30.1 DISPUTE PROCEDURE

Subject to the Industrial Relations Act 1996, as amended, any dispute or claim as to the wages and/or conditions of employment of any employee in regard to whom the Company is bound by this Agreement, shall be settled in the following manner:

- (a) The employee shall first discuss the matter with his/her supervisor.
- (b) If the matter is not resolved it shall be discussed by the shift representative, the employee and the appropriate supervisor.
- (c) If the dispute is not settled by this method, the shift representative shall contact the senior Union delegate and at the same time the supervisor shall contact the accredited representative of the Company who shall further discuss and resolve the matter or arrange a conference at the earliest possible time.

- (d) If not settled, the matter shall be further discussed between the Secretary or his/her accredited representative of the Union and the accredited representative of the Company. (Bonafides must be established from both parties).
- (e) If the matter is still not settled, the parties may seek the assistance of a mutually acceptable conciliator, or the matter shall be submitted to the Industrial Relations Commission whose decision shall, subject to any right to appeal in accordance with the Industrial Relations Act 1996 be accepted by the parties.
- (f) Until the matter is determined, work shall continue normally. Where it is agreed between the parties that there is an existing custom work will continue in accordance with that custom, but where there is no agreement as to custom, the Company's direction shall be accepted. No party shall be prejudiced as to final settlement by the continuation of work in accordance with the Sub-Clause.

30.2 DISCIPLINARY PROCEDURE

- (a) It is a normal part of a Supervisor/Employee relationship that the Supervisor will need to inform his/her people if they are not working in a correct manner. Such discussions are not meant to be disciplinary. However, in the event of disciplinary action where warning of possible dismissal or demotion is involved a Supervisor and/or Manager shall take the following steps:
- (b) He/She shall inform the employee concerned that he/she proposes to take a disciplinary action and advise the employee that he/she or she is entitled to be accompanied by his/her Union delegate or co-delegate.
- (c) He/She shall advise the Union delegate or in his/her absence, the co-delegate, of his/her intention to issue a warning, and allow the delegate or the co-delegate to counsel the employee concerned if the employee so wishes.
- (d) He/She shall issue the warning in the presence of the delegate and/or co-delegate.
- (e) He/She shall document the matter and forward the details to the Plant Manager.
- (f) It must be clear to all parties that a formal warning is not deemed by the Company to have occurred unless documented and unless the employee is given the right of delegate representation.
- (g) After the first offence, a verbal warning will be issued in the presence of a Union delegate by the departmental supervisor. Counseling will be provided and the warning will be recorded in writing.
- (h) After the second offence, a written warning will be issued and further counseling provided. The warning will notify offender that the next offence will result in disciplinary action.
- (i) Third offence will result in immediate disciplinary action, which may include termination.

- (j) Management has the right to review any verbal or written warnings after six months and remove them from the personnel file.
- (k) Nothing under this procedure will effect the right of the parties under existing provisions of this agreement.
- (l) An employee under this procedure always reserves the right of appeal.
- (m) The Company under this procedure always reserves their right to summary dismissals under clause 6(b) of the agreement.

31. TRAINING

The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate skills; and
- (c) removing barriers to the utilisation of skills required in line with the need of the Company.

32. POLICY COMMITMENTS

- (a) The parties to the agreement and all employees undertake to abide by the Company Quality Policies and procedures.
- (b) The parties to the agreement and all employees will abide by the Company Rehabilitation and Safety Policies.

33. ANNUAL HEALTH CHECKS

- (a) The Company shall offer that each employee undergo an annual health check during each year of employment.
- (b) This health check will be arranged by the Company and shall be at no cost to the employee.

34. ACCIDENT PAY

For the purposes of this Section and subject to the terms of this Section the words hereunder shall bear the respective definitions base set out hereunder:-

“Accident Pay”

- (a) In the case of an employee who is or is deemed to be totally incapacitated within the meaning of the Workers Compensation Act means a weekly payment of an amount representing the difference between on the one hand, the total amount of compensation including other allowances paid to the employee during incapacity pursuant to Section 9 of the Workers Compensation Act for the week in question and on the other hand the total 35 hour weekly Agreement rate and being made to such employee at the date of the injury giving rise to the said payments of compensation together with or less as the case may be any variation in Agreement rates which would have been applicable to the classification of such employee for the week in question if he/she had been performing his/her calculation. Any payment for overtime earnings, site disability allowances (that is any allowances that an employee does not normally receive when he/she is absent from work) *for example*, fares and travelling time allowances and any other ancillary payments payable by the employer shall not be taken into account; or
- (b) In the case of an employee partially incapacitated within the meaning of the Workers Compensation Act means a weekly payment of an amount representing the difference between on the one hand, the total amount of compensation paid to the employee during incapacity pursuant to Section 11 (1) of the Workers Compensation Act for the week in question together with the average weekly amount he/she is earning or is able to earn in some suitable employment or business as determined expressly or by implication by the Workers Compensation Commission of New South Wales or as agreed between the parties and on the other hand the total 35 hour weekly Agreement rate being paid to such employee at the date of the injury giving rise to the said payments of compensation together with or less as the case may be any variation in award rates which would have been applicable to the classification of such employee for the week in question if he/she had been performing his/her normal duties providing that in making such calculation any payment for overtime earnings, site disability allowances (that is any allowances that an employee does not normally receive when he/she is absent from work with pay), foundry allowances, fares and travelling time allowances and any other ancillary payments payable by the employer shall not be taken into account, subject to the provision that where in respect of any claim for compensation brought by an employee in the Workers Compensation Commission pursuant to Section 11 (1) of the Workers Compensation Act the Commission awards to him an amount of weekly compensation, or agreement is reached that the employee should receive a weekly amount of compensation less than the difference referred to in Section 11 (1) of the Act, such an award or agreement will not operate to increase any liability of the employer to pay any higher amount of Accident Pay pursuant to this agreement by reason of the employee receiving less than the said difference referred to in Section 11 (1) of the Workers Compensation Act and for the purpose of this calculation the employee in such event shall be deemed to have recovered the full amount of the difference referred to in Section 11 (1) of the Act. For the purposes of (a) and (b) of this definition where an employee receives remuneration by way of any form of bonus scheme in lieu of or in addition to over-award payments his/her weekly

over-award payment shall be deemed to be or include the average weekly bonus earned by his/her during the 13-week period immediately preceding the date of the injury or during the whole period of his/her employment whichever is the lesser period.

- (c) **“Injury”** means any injury within the meaning of the Workers Compensation Act (including but without limiting the generality thereof, injury received during daily or periodic journeys as defined by Section 7 of the Workers Compensation Act) resulting in incapacity and for which compensation is being paid within the meaning of the said Act.
- (d) **“Incapacity”** shall have the same meaning as in the Workers Compensation Act.
- (e) **“Workers Compensation Act”** The Workers Compensation Act, 1987 (as amended) of the State of New South Wales.
- (f) Always subject to the terms of this section an employee covered by this Section shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Workers Compensation Act be paid Accident Pay by the Company and is liable to pay compensation under the provisions of the said Workers Compensation Act, which said liability by the Company for Accident Pay may be discharged by another person on his/her behalf provided that:
- (g) Accident Pay shall only be payable in respect of a period or periods of any incapacity of an employee whilst such employee remains in the employment of the Company.
- (h) No Accident Pay shall be payable in respect of any period of incapacity commencing during the first two weeks of employment of an employee by an Company unless such period of incapacity is continuing at the date of expiration of the first two weeks of such employees employment in which case Accident Pay will be payable only in respect of that part of such period of incapacity occurring after the first two weeks of such employees employment. In the case of an injury within the meaning of Section 7(4), 7(4A), 7(4B) or 7(4C) of the Workers Compensation Act an Company shall not be liable to pay Accident Pay to an employee pursuant to this Agreement unless the employee has completed a minimum period of three months service with the Company prior to the date of happening of the injury as determined by Section 7(5) of the Act and provided further that as at the date of such happening the employee is still employed by the Company under a then subsisting contract of service or apprenticeship.
- (i) An employee shall not be entitled to the payment of Accident Pay in respect of any period of paid annual leave, or long service leave or for any paid public holiday in accordance with the appropriate provisions of this Agreement.
- (j) An employee upon receiving any injury for which he/she claims to be entitled to receive Accident Pay shall give notice in writing of the said injury to the Company and of its manner of happening thereof and shall provide in writing all other information as the employer may reasonable require.
- (k) An employee upon receiving an injury for which he/she is receiving payment or payments for incapacity in accordance with the provisions of the New South Wales Workers Compensation Act shall furnish evidence to the Company from time to time as required by

the employer of such payment and compliance with this obligation shall be a condition precedent to any entitlement under this Clause.

- (l) Nothing in this Clause shall in any way be taken as restricting or removing the Company right under Section 51 of the Workers Compensation Act to require the employee to submit himself to examination by a legally qualified medical practitioner, provided and paid by the Company, and if he/she refuses to submit himself to such examination or in any way obstructs the same or refuses to allow the results of the medical examination to be revealed to the Company or discussed by the Company with the medical examiner, his/her right to receive or continue to receive Accident Pay shall be suspended pursuant to Section 51 of the Workers Compensation Act until such examination has taken place.
- (m) Where a medical referee or Board within the meaning of Section 51 of the Workers Compensation Act gives a certificate as to the condition of the employee and his/her fitness for employment or specifies the kind of employment for which he/she is fit and the employee refuses or fails to resume or perform the said employment so provided then all payments in accordance with this Section shall cease and determine from the date of such refusal or failure to commence such duties.
- (n) Accident Pay payable hereunder shall be payable for a maximum period or aggregate of periods in no case exceeding a total of 26 weeks for any incapacity in respect of and resulting from any one injury suffered by an employee.
- (o) Where an employee is receiving Accident Pay and Accident Pay is payable for incapacity for part of a week the amount shall bear the same ratio to Accident Pay for a full week that normal working time during such part bears to the workers full normal working week.
- (p) Where there is a redemption of weekly payments by the payment under Section 15 of the Workers Compensation Act of a lump sum, there shall be no further liability for Accident Pay under this Section in respect of an injury (for which weekly payments have been recovered) from the date of the said redemption in the Workers Compensation Commission of New South Wales.
- (q) An employee who is receiving or who has received Accident Pay in respect of any injury shall furnish all relevant information to the Company concerning any action he/she may institute or any claim he/she may make for damages in respect of that injury and shall if required authorise the Company to obtain information as to the progress of such action or claim for the Company solicitors and shall if required provide an irrevocable authority to the Company entitling the Company to a charge upon any money or monies payable pursuant to any consequent verdict or settlement.
- (r) Where the employee obtains a verdict for damages against the Company or is paid an amount in settlement of any claim for damages that he/she or she has made against the Company in respect of any injury for which has received compensation under the Workers Compensation Act and Accident Pay he/she shall not be entitled to any further Accident Pay within the meaning of this Section and he/she shall immediately be liable upon payment to him or his/her agent of such verdict for damages or amount in settlement of a claim therefor to repay to the Company the amount of Accident Pay which the Company has paid in respect of the employees injury under this Section.

- (s) Where the injury for which Accident Pay was caused under circumstances creating a legal liability in some person other than the Company to pay damages in respect thereof and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claim for damages he/she has made against that other person, he/she shall immediately upon payment of such verdict or amount of money to him or his/her agent, repay to the Company the amount of Accident Pay which the employer had paid in respect of the employees injury and the employee shall not be entitled to any further Accident Pay.
- (t) Any employee who is receiving or who has receiving Accident Pay in respect of any injury shall if required by the Company or other person on his/her behalf authorise the Company to obtain any information required by such Company concerning such injury or compensation payable in respect thereof from the insurance company that is liable to pay compensation to such employee pursuant to the Workers Compensation Act.
- (u) Nothing in this Clause shall require the Company to insure against its liability for Accident Pay.
- (v) In the event of the rates of compensation payable pursuant to the Workers Compensation Act at the date hereof being varied at any time after the date hereof, such variations shall not operate so as to increase the amount of Accident Pay payable hereunder above the amount that would have been payable if such rates of compensation had not been varied.
- (w) If the compensation payable to an employee pursuant to the Workers Compensation Act is reduced by an amount by reason of the fact that such employee is entitled to receive Accident Pay or is in receipt of Accident Pay then in calculating the amount of Accident Pay payable to such employee the compensation payable to such employee shall be deemed to be the compensation that he/she would have received if there had been no such reduction in compensation payments.
- (x) The right to be paid Accident Pay shall terminate on the death of an employee entitled thereto and no sum shall be payable to the legal personal representative, next-of-kin, assignee or dependant of the deceased employee, with the exception of Accident Pay accrued up to the time of death.

SCHEDULE A

The parties agree that this award is in full and final settlement of the log of claims including:

Production:

- Achievement and maintenance of AS3902 (including manuals etc);
- Introduction and maintenance of PLC based computer systems and other technology plant capabilities, as per clause 37, Employment Change and new skills required to operate equipment;
- Added sampling and monitoring of C.B. boiler and A & B boilers;
- Added collection of black and re-running and associated clean-up;

Warehouse:

- Computer and keyboard skills.
- Increased production processed through warehouse with the same manpower.
- Personnel require additional skills and training to carry out duties.

Plus:

- Car wash.
- Compulsory production of cab charge dockets.

PART B
Schedule 1 Wage Rates

Table 1 Weekly Rates.

Classification	At 1/11/05 \$ per week	From 1/11/06 \$ per week	From 1/11/07 \$ per week
Production Staff			
Operator/Day Worker	791.07	822.70	855.61
Other Employee	716.12	744.76	774.55
Handyman	861.39	895.85	931.67
Shipping Staff			
Other Employee	716.12	744.76	774.55
Maintenance Staff			
Licensed Electrician	896.59	932.45	969.75
Handyman	861.39	895.85	931.67
Fitter Welder	861.50	895.96	938.80
Ironworker	743.67	773.42	804.35
Instrument Technician	1059.92	1,102.31	1,146.39

Table 2 Classification Related Allowances

Allowance	At 1/11/05 \$ per week	From 1/11/06 \$ per week	From 1/11/07 \$ per week
Production Staff			
Trained L/Hand	29.82	31.00	32.24
Leading Hand	106.54	110.79	115.22
Shipping Staff			
Leading Hand 3-10	32.04	33.32	34.65
Leading Hand 11-20	47.94	49.86	51.84
Leading Hand 20+	61.46	63.92	66.47
Foreman/ Snr L/H	126.28	131.32	136.57
Maintenance Staff			
Welder 2 nd class	70.90	73.73	76.67
Foreman / Snr L/H	126.27	131.31	136.56
DLI Certificate	20.92	21.76	22.62
Restricted Electrical Licence	13.11	13.63	14.18
Leading Hand – Fitter Welder	40.11	41.71	43.38
Leading Hand – Electrical	55.07	57.26	59.55
Instrument Fitter	55.68	57.91	60.22
Licensed Rigger / Dogman	19.01	19.77	20.56
Licensed Scaffolder	13.11	13.63	14.18

Table 3 Special Rates

Allowance	At 1/11/05 \$	From 1/11/06 \$	From 1/11/07 \$
Entry-Bag Filter etc	9.46	9.84	10.22
Each hour thereafter	1.65	1.72	1.78
Fork Lift	5.77	6.00	6.24
Boiler Attendant	6.44	6.70	6.96
Valve Packer / Belt	5.51	5.73	5.96
Transport	4.81	5.00	5.20
Cherry Picker	5.51	5.73	5.96
Tanker Harness	5.51	5.73	5.96

Table 4 Tea Money

Allowance	At 1/11/05 \$	From 1/11/06 \$	From 1/11/07 \$
Meal Allowance	10.73	11.16	11.60

Table 5 Call Back Car Allowance

Allowance	At 1/11/05 \$	From 1/11/06 \$	From 1/11/07 \$
Call Back Car Allowance	20.11	21.95	22.83

Table 6 First Aid

allowance	At 1/11/05 \$	From 1/11/06 \$	From 1/11/07 \$
First Aid	4.71	4.90	5.09

Table 7 Service Increment

	From 1/11/05 \$ per week	From 1/11/06 \$ per week	From 1/11/07 \$ per week
After 1 year	3.96	4.11	4.26
After 2 years	7.78	8.08	8.40
After 3 years	11.72	12.18	12.66
After 4 years	15.45	16.07	16.70
After 5 years	19.57	20.28	21.09
After 6 years	22.53	24.46	25.44
After 7 years	27.23	28.32	29.44
After 8 years	30.82	32.04	33.32
After 9 years	35.02	36.42	37.88
After 10 years	39.10	40.65	42.28

Signed for and on behalf of Continental Carbon (Australia) Pty Ltd

R. Collins

Mr Rod Collins
Plant Manager

6th Feb 2006

Date

Signed for and on behalf of The Australian Workers Union, New South Wales;

A. K. Kollis

Union Representative

7th Feb. 2006.

Date

[Signature]

Union Delegate

6th Feb 2006

Date

Signed for and on behalf of The Electrical Trades Union of Australia, New South Wales Branch

[Signature]

Union Representative

8 Feb 2006

Date

[Signature]

Union Delegate

6th Feb 2006

Date