

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/197

TITLE: Delta EMD Australia Pty Ltd Enterprise Agreement 2003

I.R.C. NO: IRC4/1435

DATE APPROVED/COMMENCEMENT: 16 April 2004 / 1 November 2004

TERM: 36 Months

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/72 & EA99/33

GAZETTAL REFERENCE: 23 July 2004

DATE TERMINATED:

NUMBER OF PAGES: 65

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees of DELTA EMD AUSTRALIA Pty Ltd located at Steel River Industrial Estate, McIntosh Drive, Mayfield West, PO Box 249, Mayfield NSW 2304 who fall within the coverage of the Metal & Engineering Industry (State) Award and the Electrical & Electronics Industry (State) Award

PARTIES: Delta EMD Australia Pty Ltd -&- the Australian Manufacturing Workers Union, Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales

DELTA EMD AUSTRALIA PTY LIMITED ENTERPRISE AGREEMENT 2003

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TITLE

This agreement will be known as the Delta EMD Australia Pty Limited Enterprise Agreement, 2003.

PARTIES

The Parties to the agreement are:

Delta EMD Australia Pty Limited;

Australian Workers Union (AWU) and

The Electrical Trades Union (ETU), New South Wales Branch and

The Australian Manufacturing Workers' Union (AMWU)

The parties to this agreement declare that they have not entered into this agreement under duress.

DEFINITIONS

"Company" or "Employer" means Delta EMD Australia. Pty Limited

"Union" means the

Australian Workers Union

and/or

The Electrical Workers Union (ETU), New South Wales Branch

And/or

The Australian Manufacturing Workers' Union (AMWU)

"Commission" means the Industrial Relations Commission of New South Wales.

"Plant" or "Site" means the Delta EMD Australia Newcastle operations including the EMD production plant and Kooragang Island settling ponds.

For twelve (12) hour shift coverage the following shall apply:

"Day Shift" means any shift commencing at or after 6.00 am and finishing before 8.00 pm.

"Night Shift" means any shift commencing at or after 6.00 pm and finishing before 8.00 am.

1. Joint Commitment & Objectives

It is the joint commitment of the parties to work together to make the Newcastle operations highly competitive, excelling in occupational health and safety awareness, productivity, quality and environmental responsibility through flexibility, skills development, communication and commitment to continuous improvement. The joint vision is to make Delta EMD Australia the world's leading producer of EMD.

The intention is to create an environment which will encourage and support a highly skilled and committed workforce where participation and development of employees will be a priority for the betterment of the individual and the business.

The agreement aims to provide the appropriate framework to develop a flexible and multi-skilled workforce allowing a teamwork approach to all activities. There will be no artificial barriers preventing employees performing tasks defined in their position descriptions.

The parties will continue a process of consultation and negotiation on matters of efficiency, productivity and training.

2. Continuous Improvement

To maintain a leading position in the industry, the parties recognise the importance of a continual improvement in all activities. The outcomes of these improvements will be evident by the reduction in cost of production, the consistency of good quality, reduction of waste and reprocessing and high levels of customer satisfaction.

The parties are committed to continuous improvement in occupational health and safety standards through the implementation of an Organisational framework within the workplace which involves all parties in protecting employee's health and safety. We are committed to implementing the best achievable levels of health and safety.

The focus of activities of improvement will be:

Occupational health and safety

Production

Cost reduction

Quality

Maintenance

Environmental control

To achieve these outcomes the capabilities of all employees will be improved through skill development and work experience so that a self learning culture can be developed.

3. Performance Measurement

Key performance targets are set based on the Delta EMD Business Plan and are appropriate to the Company's needs.

4. Equal Employment Opportunity

The parties of this Agreement are committed to developing a workplace that is free from discrimination and harassment.

(a)

- (i) It is the intention of the parties bound by this agreement to seek to achieve the object in section 3f) 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.
- (ii) 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 agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

This will also be achieved by:

Fair and open policies and procedures that are implemented consistently.

The inclusion in employee and management training of modules on EEO and their direct implementation

5. Performance Reviews & Skills Development

a) Introduction

The parties commit to improving the performance of the business through a process of performance reviews and skills development. The commitment is to:

- (i) Implement skill based progression models for each work group.
- (ii) Develop a more highly skilled workforce through the improvement of current training strategies and the introduction of new developments as business needs require;
- (iii) Provide employees with career opportunities through appropriate training within the scope of business needs.
- (iv) Provide training to develop skills consistent with business needs;
- (v) Maintain employee competency in previously accredited skills.

b) Performance Reviews

The parties recognise performance reviews will play an integral part in the overall skills development process and business improvement. The process includes formal interviewing, the identification of development needs and an assessment of training needs according to the individual's performance against measured criteria.

Employees will be trained in the Performance Review Process.

6. Hours of Work

(a) Introduction

- (i) It is important to have in place work arrangements which allow the provision of the highest standards of service in order to meet the continuous 24 hour nature of the business.
- (ii) Employees will not work more than 16 consecutive hours. They will not return to work for another rostered day or shift, until they have had an 8 hour break following their previous day or shift.

(b) Description

- (i) Day Work/Non Continuous Shift Work (not receiving Roster Days Off)

Attendance at work will be driven by the requirements of the business and the need to satisfy internal and external customer requirements.

The ordinary hours of work for day workers/non continuous shift workers are 7.6 hours per day Monday to Friday between the hours of 6.00am and 6.00pm (exclusive of any gazetted or generally observed public holidays). This may be varied by mutual agreement between the employee(s) and the relevant Supervisor or Superintendent.

Day workers/non continuous shift workers may be required to attend to planned and unplanned demands which may arise outside of the ordinary hours of work. It is not the intention of the Employer to create a 7 day per week operation for employees who are generally day workers/non

continuous shift workers. However, there will be occasions where employees may be required to work outside of the nominal 7.6 hours per day Monday to Friday and on weekends and public holidays (at the appropriate overtime rates).

(ii) Day Work/Non Continuous Shift Work (receiving Rostered Days Off)

Attendance at work will be driven by the requirements of the business and the need to satisfy internal and external customer requirements.

The ordinary hours of work of day workers shall average thirty eight (38) per week (seventy six per fortnight), and shall be worked between the hours of 6:00 am and 6:00 pm Monday to Friday inclusive on 19 days in a 20 working day cycle. This may be varied by mutual agreement between the employee(s) and the relevant Supervisor or Superintendent. The ordinary hours on each day of the 19 days worked shall be eight (8). The day worker will be paid on the basis of 7.6 hours per day derived by taking 1/76th of the employee's all purpose fortnightly rate, with 0.4 of an hour accruing as an entitlement to take a paid Rostered Day Off (RDO) in each cycle.

An employee will not be entitled to overtime rates for any RDO worked in the above circumstances.

Day workers/non continuous shift workers may be requested to attend to planned and unplanned demands which may arise outside of the nominal hours of work. It is not the intention of the Employer to create a 7 day per week operation for employees who are generally day workers/non continuous shift workers. However, there will be occasions where employees may be required to work outside of the nominal 8 hours per day Monday to Friday and on weekends and public holidays (at the appropriate overtime rates).

(iii) Continuous Shift Workers

The nominal hours of work for continuous shift workers are 42 hours per week, based on the requirements of a crew roster, to cover operating plants for 24 hours per day, 7 days per week. Continuous shift workers are required to provide cover for all operating plant in the event of an absence of another continuous shift worker

(d) Meal Breaks

(i) Continuous Shift Workers

The normal working day is inclusive of a 20 minute meal break, which will be counted as time worked. In addition two ten (10) minute breaks will be allowed and be counted as time worked.

(ii) Day Workers/Non-continuous Shift Workers

An unpaid meal break of thirty minutes shall be allowed for day workers and non-continuous shift workers.

(iii) Meal breaks will be staggered to enable continuity of operations.

(e) Unfair Treatment

If employees believe that they are being unfairly treated with respect to the number of hours they are required to work, having regard for their overall package of salary and other employment related benefits compared with community standards for the position they occupy, they should raise the issue through the Procedure for Resolving Claims and Disputes in Clause 21.

7. Callouts

(a) Callout Roster

All employees in receipt of an overtime bank will be required to take part in a call-out roster. These rosters will be developed and maintained by the work group. The roster will contain one employee to be available at all times. All coverage of plant vacancies will be organised by the employees. The roster system will be reviewed by the Joint Consultative Committee to enable a standardised system to be used.

Other work groups not in receipt of an overtime bank, will occasionally have the opportunity to work overtime, in the form of a callout, that may arise due to breakdowns or plant activities.

(b) Value of Callouts

Generally call-outs will be valued at four (4) hours, or time worked if in excess of four hours, and will be deducted from the employees overtime bank if applicable. In the event that employee is not covered by an overtime bank, call outs will be paid at the appropriate overtime rate. Special arrangements for the payment of callouts to maintenance people for breakdowns apply and are covered in Attachment C.

(c) Organisation of Callouts for Shift Operators (in receipt of overtime bank)

Team Leaders will advise the Production Superintendents and other Team Leaders of the employee(s) on call to cover plant vacancies if they occur. Employees who are nominated to be available will be responsible to make themselves able to cover plant vacancies when requested.

All time worked to cover vacancies is to be recorded, on the appropriate timesheet by the employee and checked by the crew who had the vacancy.

All timesheets are to be presented to the Superintendent at the end of the pay period and forwarded to the Commercial Officer for aggregation. The time worked by the employee in the period and the remaining overtime hours in the bank will be recorded on the employee pay notification.

Any refusal by an employee on the call out roster to work when required by the roster will be handled in the first instance by the employee's crew who are expected to provide coverage using someone else off the crew.

(d) Failure To Cover Plant Vacancies (in receipt of an overtime bank)

If the crew decides that the employee is not meeting his/her responsibilities for coverage, the Team Leader will advise the responsible Superintendent who will initiate counselling on the issue. It will be the responsibility of the Superintendent to initiate the disciplinary action.

If the employee decides not to meet his/her responsibility for coverage after having been counselled, the employee will be transferred off shift to day work for a period of two weeks to consider his/her future position and responsibilities as a shift worker.

If the employee still fails to meet his/her responsibilities, disciplinary action will be taken against the employee commencing at Step 2 - Written Warning.

This clause applies to all plant vacancy situations covered by an overtime bank.

(e) Organisation of Callouts for other employees (not in receipt of an overtime bank)

Each work group will develop a roster system, to ensure a fair and equitable distribution of callout overtime for those employees interesting in being offered the overtime should such a need arise. Involvement in the callout roster is voluntary.

8. Transfer of Day Workers and Shift Workers

- (a) The Company may require an employee, after consultation with the relevant parties, to transfer from one system of work to another system of work prescribed by this agreement and unless reasonable cause exists the employee shall transfer in accordance with such requirement.
- (b) An employee transferred in accordance with this clause who is required to work on a shift or day other than the shift or day on which the employee would ordinarily be rostered shall be given 72 hours notice except in the case of Utility Operators where special provisions apply, see Attachment B

9. Wage Rates & Salaries

- (a) Structure of Annualised Salaries

Employees who are on annualised salaries will be paid the nominal rates prescribed in Clause 27 each year. The amount is payable fortnightly and is in payment of all monies including:

Base wage rate

220 hours overtime bank (refer to attachments B for allocation of hours)

All allowances, and other ancillary payments entitled to the employee

All penalty payments

Annual leave loading

Public holiday payments

Any change to the 220 hours overtime must be by mutual agreement of the parties.

- (b) Salaries

The nominal salaries outlined in this agreement are based on the current shift roster pattern worked by the employees. If the roster pattern is changed or the employee is transferred to day work, the salary rates would be adjusted accordingly. Prior to this occurring, employees will be consulted.

The rates in this agreement are consistent with the training and progression system as outlined in this Agreement and the level that employees reached under this system.

- (c) Wages

- (i) Upon transfer from an annualised salary to fortnightly wage rates, employees will be paid the wage rate provided in Clause 27 relative to their day work position.
- (ii) The 'Fortnightly Amount' shown in Clause 27 for trade employees shall be inclusive of all allowances, licence payments and other ancillary payments or entitlements.

- (d) Salary Administration

A 3.5% increase will be paid effective from the start of the agreement, ie 1st November 2003. Further increases of 3% and 3% will be paid at twelve months and twenty-four months from the start of the agreement as reflected in the tables in Clause 27 and Clause 28. A lump sum payment equivalent to backdating the 3.5 % increase to the 1st July 2003 will be paid to employees in the first full pay after signing of the agreement.

As part of this agreement, Electrical tradesmen will receive an additional 2.5 % effective from the start of the agreement and then further increases of 1.5 % and 1% paid at twelve months and twenty four months from the start of the agreement as reflected in the tables in Clause 27 and Clause 28. This

payment reflects the changes in the training matrix and also resolves all outstanding claims relating to High Voltage work and issues relating to the 1997 Hay report.

(e) Part-time Employees

The Annual Salary or 'Fortnightly Amount' for regular part time employees will be determined according to the formula:

$$\frac{\text{Annual Salary/Fortnightly Amount} \times \text{No. of hours worked per week}}{\text{Nominated weekly working hours}}$$

(f) Overtime

- 1) Employees are required to work reasonable overtime as required from time to time.
- 2) Overtime will be paid to employees who work outside the hours stipulated in the relevant section of clause 6 (b) except when the hours of work have been changed by mutual agreement.
- 3) For those employees with an overtime bank, overtime under 220 hours per annum will be worked pursuant to the guidelines in attachments 'B' and will be deducted from the employee's overtime bank on an hour for hour basis. Overtime worked on a public holiday will be deducted at the rate of 1.25 hours for each hour of overtime worked.
- 4) If an employee who has an overtime bank works in excess of the bank hours per annum for each category of overtime within the bank, he/she will be entitled to claim overtime at the rate of double time based on the flat rate as set out below or in the case of a Public Holiday double time and one half for overtime worked in that category.
- 5) If an employee is failing to perform reasonable overtime without an acceptable reason, then disciplinary action may follow pursuant to the Disciplinary Procedure.

(g) Salary Sacrifice

The Company may allow an employee to salary sacrifice an amount of remuneration up to the maximum amount allowed by the Australian Tax Office. Salary Sacrifice may be used for any applicable expense which is consistent with ATO rulings. In the event that the Laws or ATO Policies or Rulings regarding an employee's ability to Salary Sacrifice their salary are altered or changed, the Company may withdraw its consent to the continuation of this scheme.

In the event that a change in Law or ATO Policy or Rulings results in an increase in the amount of taxation required to be paid, the employee will indemnify the Company against any claim by the ATO for any arrears or increases in taxation claimed.

10. Payment of Wages

- (a) All wages shall be paid fortnightly into an account at a bank or other financial institution, nominated by the employee which has a B.S.B. number for electronic transfer.
- (b) Where late payment arises from error or omission by the Company and the financial institution imposes a fee or penalty (proven by written evidence), the Company agrees:
 - (i) In the case of fees only, reimbursement of fees charged.
 - (ii) In the case of penalties such as interest rate increase, to work with the employee concerned to overturn the penalty imposed.
- (c) The Company will not be liable to pay an employee or reimburse the employee for any penalty or bank fee where the employee has not provided a completed statement of time worked, written or electronic, by the nominated cut off time for payroll purposes.

11. Public Holidays

The days listed below will be observed as public holidays for the purpose of this agreement:

New Years Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Tuesday following Easter Monday (Company picnic day)

Anzac Day

Labour Day

Queen's Birthday

Christmas Day

Boxing Day; or

any other day appointed by proclamation as a public holiday throughout the State are observed, shall be public holidays.

For those employees working shift work with an annualised salary, no additional payment will be made to employees rostered to work on any public holiday. In addition employees rostered off will have no option for payment or for add-on hours to be accumulated. This will be offset by employees receiving an additional week of annual leave (42 hours) as provided in clause 14.

For all other employees, they will be paid at the rate of double time and one half for all ordinary hours worked on the Public Holiday in addition to the normal Public Holiday Payment.

12. Employee Welfare Leave

The Company provides maximum support in all genuine cases of employee illness, or family emergencies. Employees will be entitled to leave of absence without loss of payment where they cannot attend for duty due to personal illness, injury, other family illness, or pressing necessity or a death within the family, pursuant to the guidelines in the Delta EMD Australia Pty Limited Employee Welfare Leave and Assistance Procedure PRO-HR-008. This will be supported by documentary evidence. The Company agrees to consult with employees on proposed changes to the Welfare Leave Procedure at a JCC meeting and in the event of a dispute the Dispute Settling Procedure, Clause 21, shall apply. Proposed changes will not be implemented whilst the Dispute Settling Procedure is being followed.

13. Parental Leave

Employees are entitled to a maximum of 52 weeks unpaid maternity, paternity or adoption leave. Leave will be granted pursuant to Part 4 Division 1 of the *Industrial Relations Act 1996* and the Delta Australia EMD Pty Limited Maternity, Paternity and Adoption Leave Procedure PRO-HR-009. The Company agrees to consult with employees on proposed changes to the Delta Maternity, Paternity and Adoption Leave Procedure at a JCC meeting and in the event of a dispute the dispute settling procedure, Clause 21, shall apply. Proposed changes will not be implemented whilst the Dispute Settling Procedure is being followed.

14. Annual Leave

- (a) The provisions of the *Annual Holidays Act 1944* apply to all employees. Day Work employees will accrue four (4) weeks Annual Leave per annum. The entitlement will be either 152 hours for 38 hour based employees or 168 hours for 42 hour based employees.
- (b)
 - (i) In addition to the leave prescribed by the *Annual Holidays Act 1944*, an employee who has served continuously as a continuous seven day shift worker for a period of twelve months shall, in respect of that year be entitled to a period of one week's additional leave. Shift employees working an average 42 hour continuous roster shall accrue Annual Leave at the rate of 252 hours per annum which is inclusive of the additional weeks leave mentioned above and one additional week (42 hours) of leave to compensate for working public holidays.
 - (ii) In addition to the leave prescribed by the *Annual Holidays Act 1944* an employee who has served as a continuous seven day shift worker for part of a twelve monthly period shall in respect of that period be entitled to pro-rata leave of the additional two week's leave prescribed in subclause (b)(i) above.
- (c) Annual leave entitlements of any year must be taken within 24 months of each anniversary date. All employees will be expected to take their annual leave each year. Day work employees working a 38hr week cannot accrue more than 304 hours of annual leave, shift work employees working a 42 hr week cannot accrue more than 504 hours. Employee entitlements to annual leave are recorded and updated each fortnight on each employee's pay docket. Employees accruing above these levels will be directed by the Company to take annual leave to bring them back to acceptable maximum limits unless otherwise agreed.
- (d) Where the employment of an employee has been terminated and the employee is thereby entitled under the provisions of the *Annual Holidays Act* to payment in lieu of an annual holiday, with respect to a period of employment, the employee shall be entitled to an additional payment with respect to service as a seven day shift worker which the employee has had during the period.

An annual leave loading of 20% will be paid to wage employees not on an annualised salary for all fully accrued annual leave. For those employees on annualised salaries, annual leave loading has been included in the salary calculation.

15. Long Service Leave

- (a) The provisions of the *Long Service Leave Act, 1955* shall apply to all employees. By mutual agreement the parties agree that Long Service Leave can be taken with a minimum period of one week.
- (b) All accrued long service leave not taken during service and paid out on termination with the exception of dismissal, will be paid at the annualised salary rate. Upon dismissal an employee will be entitled only to the base rate which is the annualised rate less the 220 hours overtime and shift penalties.
- (c) An employee eligible to take long service leave may elect to take half the accrued leave (full entitlement deducted from leave management) and receive payment for the full leave entitlement.

16. Jury Service

An employee required to attend for jury service:

- (i) during the employee's ordinary working hours; or
- (ii) immediately following an ordinary night shift or immediately preceding an ordinary night shift on which the employee is rostered to work and as a result of attending for jury service is not reasonably able to report for work on that shift

shall be entitled to an amount equal to the difference between the amount paid by the Court in respect of the attendance at jury service and the employee's rate of pay for the period that would have been worked.

An employee shall notify the Company as soon as possible of the date upon which attendance for jury service is required and shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service prior to payment being made.

17. Job Security

The Company guarantees for the term of this agreement that no retrenchments of permanent employees will occur because of improved efficiency and flexibility (excluding technological improvements or major capital expenditure). Natural attrition and a reduction in the number of contractors will be used should there be any requirement to progressively adjust to increasing skill levels and performance.

The Company cannot predict circumstances such as a loss of market share that might result in redundancies or Plant closure. Before proceeding with any major changes in the workplace, the Company will discuss the changes with the Union in an attempt to determine measures to avoid or minimise any adverse impact on employees. The Company will give as much notice of impending severances as possible in these circumstances.

18. Contractors

With the intent of ensuring continuous work for permanent employees, contractors shall be used to meet the peaks of work load. No contractor is to be given preference over a permanent employee. The intention is that contractors will only be used to meet special project needs, or peak work loads and not to disadvantage employees. Refer to Attachment C, Section 4 for Contractor Utilisation Protocol for maintenance contractors.

19. Superannuation

- a) The Company will pay a minimum Superannuation payment calculated by reference to the charge percentage for the relevant year and the notional earnings base for each employee. "Notional earnings base" for the purpose of this clause and for the *Superannuation Guarantee (Administration) Act 1992* is the employees annualised salary or fortnightly ordinary all purpose wage rate.

"Charge percentage" is the charge percentage for the relevant year specified in the *Superannuation Guarantee (Administration) Act 1992*.

- b) The parties agree to use the Commonwealth Life Superannuation Fund or as agreed through the Superannuation Committee as their choice of funds for all superannuation payments.

20. Contract of Employment

- (a) Subject to the provisions of this agreement, all employees shall be engaged on a fortnightly basis (full time or part time) or on a casual basis.

(b)

- (i) Employees shall perform such work as the Company shall reasonably require as defined in the appropriate position descriptions or in the case of maintenance tradespeople as per the Roles and Responsibilities in Section 1 of Attachment B. Leave is reserved for the parties to develop and then mutually agree on a Position Description for tradespeople during the agreement.

- (ii) Permanent employment shall be probationary for a nominal period of three months. This will be calculated from the date of the employee's commencement. During this period, employment can be terminated by one week's notice.

- (iii) Dismissal shall not be harsh, unfair or unreasonable. Subject to this constraint, employment can be terminated by the payment or forfeiture of a week's wages, as the case may be. This shall not limit the Company's right to dismiss an employee without notice for refusal of duty, inefficiency,

neglect of duty, misconduct including breach of Company rules and in such cases the wages shall be payable up to the time of dismissal.

- (iv) Any employee taking unauthorised absence from duty shall not be paid for the actual time of such non-attendance and may be subject to further disciplinary action.
 - (v) The obligation of the Company and employees to customers and their employees must be respected by ensuring actions of the Company or employees do not adversely affect customers.
- (c) The Company shall have the right to deduct payment for any day or part thereof during which an employee is stood down by the Company as a result of refusal of duty, malingering, neglect of duty or misconduct on the part of the employee or when the employee cannot be employed usefully because of any strike, natural disaster or through any breakdown of machinery or due to any cause for which the Company cannot reasonably be held responsible.

21. Procedure for Resolving Claims and Disputes

The parties of this agreement commit to amicably resolving disagreements or disputes that may arise between them.

An employee is entitled at any stage of this procedure to seek the assistance of any person from the employee's department nominated by the employee or union official to assist in the preparation and presentation of their case.

- (a) An employee who has a matter to raise must at all times first discuss the matter with a supervisor.
- (b)
 - (i) The supervisor will make any necessary enquiries and will attempt to resolve the matter for the employee by providing an answer, if not on the same day, as soon as practical to do so.
 - (ii) If any such matter requires time to obtain a final answer, the supervisor will keep the employee informed of progress.
- (c) If the employee is not satisfied with the answer provided by the supervisor, the employee may elect to submit a formal written grievance to the supervisor.
 - (i) The supervisor shall discuss the formal written grievance with the Department Manager of the employee who will then investigate the matter and provide to the employee and supervisor an answer in writing in respect of that written grievance by the employee.
 - (ii) If the matter remains unresolved, the employee may involve the appropriate union organiser for further discussions with the General Manager.
- (d) During discussions, work shall be continued in the usual manner and if the matter cannot be resolved through discussions, the circumstances of the grievance be notified to the Industrial Relations Commission with a view to a compulsory conference being convened to settle the grievance. If it is agreed between the parties that no resolution is likely to be resolved steps (b) and (c), either party may notify the Commission with a view to a compulsory conference to settle the grievance.
- (e) Whilst these procedures are continuing there will be no stoppage of work or any other form of limitation.

22. Disciplinary Procedure

The parties are committed to ensuring an adequate procedure to deal with situations where an employee may need to be counselled or disciplined about his/her work performance or related issue.

Disciplinary action is aimed at correcting inappropriate behaviour by ensuring that employees are made aware of what they are doing that is inappropriate and of what is expected in the future. The objective is to undertake a defined program of remedial action.

It is recognised that in some instances the inappropriate behaviour may be serious enough to warrant counselling, written warnings or dismissal. It should also be recognised that any instance of serious misconduct may lead directly to dismissal.

All disciplinary action will be taken pursuant to the Delta EMD Australia Pty Limited Disciplinary Procedure PRO-HR-003. The Company agrees to consult with employees on proposed changes to the Discipline Procedure at a JCC meeting and in the event of a dispute the Dispute Settling Procedure, Clause 21, shall apply. Proposed changes will not be implemented whilst the Dispute Settling Procedure is being followed.

23. Joint Consultative Committee

Consultation is a critical mechanism to making Delta EMD more flexible, efficient and effective. To ensure this the Parties agree to establish a Joint Consultative Committee to assist the Company and the employees address the aims and objectives of this agreement. The consultative process will involve:

All parties being prepared to put forward considered views in respect of desired improvements in working arrangements with respect to this agreement.

An opportunity for all parties to understand the nature and impact of those views before any decisions are made.

Fair consideration being given to the issues and the concerns raised by the parties before any decision is made.

Raising any specific concerns, difficulties with proposals for change or other matters in accordance with the agreed dispute settling procedure.

a) Composition of the Committee

3 Operator representatives (2 shiftwork plus 1 daywork Operator)

1 Electrician representative

1 Fitter or boiler maker representative

3 Company representatives

Note : shift operators representing crews other than their own crew will be allowed to consult with the other crews on paid overtime as agreed with the Production Superintendents.

b) Conduct of Meetings

Meetings will be held on a quarterly basis or as required:

Chairperson of the Committee will be an employee representative.

The Committee has the right to invite input from other people as required.

24. Union Delegate Training

The Company agrees to support organised union delegate training provided by the unions which are party to this agreement. This support may involve release from normal duties for up to a maximum of three days provided that requests are made with adequate notice and business needs allow.

25. Protective and Safety Equipment and Clothing

- (a) An employee, to the extent required by the work, shall be provided with gloves, a safety helmet, ear protection, eye protection and where appropriate other protective clothing and equipment. Each employee shall wear such items as required by the Company.
- (b)
- (i) An employee, other than part time employee, shall be entitled free of charge to be issued with the following:
- (1) on commencement an initial issue of five shirts and five pairs of trousers, and five shirts and five pairs of trousers each year thereafter; with the ability to substitute one set of shirt/trousers for a pair of overalls
 - (2) on commencement five pairs of woollen socks and five pairs each year thereafter;
 - (3) on commencement two pairs of safety boots or shoes and one pair each year thereafter;
 - (4) one winter coat each two years;
 - (5) one personal set of wet weather gear.
- (ii) Part time employees shall be issued with industrial clothing on a pro rata basis.
- (c) Appropriate protective equipment shall be worn during working time.

26. Area, Incidence and Duration

This agreement shall apply to all employees of the Delta EMD Australia Pty Limited Company working in the classifications prescribed in Clause 27 of this Agreement, in or in connection with the Company's operations at Newcastle.

This agreement shall prevail over the provisions of any Award, former Industrial Agreement or order of the Commission, which deals with a matter dealt with in this agreement.

This agreement shall, having regard to the *Industrial Relations Act* 1996, have effect from 1st November 2003 and shall operate for a period of three years.

It is a term of this agreement that the parties undertake, for the duration of this agreement, not to pursue any extra claims, whether settled by this agreement or new matters, including those arising from Stage Wage Case decisions, except when consistent with those principles.

Variation to this agreement can be made in accordance with the provisions of the *Industrial Relations Act* 1996.

27. Rates of Pay

TABLE 1 - Old Classifications for Shift Operators

Shift Operators	Year 1			Year 2			Year 3		
	Salary	Fortnightly	Daily Rate	Salary	Fortnightly	Daily Rate	Salary	Fortnightly	Daily Rate
Level 1	\$57,636.36	\$2,216.78	\$316.68	\$59,365.45	\$2,283.29	\$326.18	\$61,146.41	\$2,351.79	\$335.97
Level 2	\$69,027.89	\$2,654.92	\$379.27	\$71,098.73	\$2,734.57	\$390.65	\$73,231.69	\$2,816.60	\$402.37
Level 3	\$71,565.92	\$2,752.54	\$393.22	\$73,712.90	\$2,835.11	\$405.02	\$75,924.29	\$2,920.17	\$417.17
Level 4	\$74,103.04	\$2,850.12	\$407.16	\$76,326.13	\$2,935.62	\$419.37	\$78,615.91	\$3,023.69	\$431.96
Level 5	\$79,228.26	\$3,047.24	\$435.32	\$81,605.11	\$3,138.66	\$448.38	\$84,053.26	\$3,232.82	\$461.83
Level 6	\$84,304.16	\$3,242.47	\$463.21	\$86,833.28	\$3,339.74	\$477.11	\$89,438.28	\$3,439.93	\$491.42

TABLE 2 - Old Classifications for Support Services Operators

(The Entry Level rate in this table is no longer applicable and is included for comparison purposes only).

Support Service Operators	Year 1*			Year 2*			Year 3*		
	Salary	Fortnightly	Daily Rate	Salary	Fortnightly	Daily Rate	Salary	Fortnightly	Daily Rate
38 Hour Base									
Entry Level	\$30,933.05	\$1,189.73	\$118.97	\$31,861.04	\$1,225.42	\$122.54	\$32,816.87	\$1,262.19	\$126.22
Level 1 Ret Rate	\$37,104.06	\$1,427.08	\$142.71	\$38,217.18	\$1,469.89	\$146.99	\$39,363.70	\$1,513.99	\$151.40

*Rates of pay exclude 20% annual leave loading

TABLE 3 - New Classifications for Shift Operators

Shift Operators	Year 1			Year 2			Year 3		
	Salary	Fortnightly	Daily Rate	Salary	Fortnightly	Daily Rate	Salary	Fortnightly	Daily Rate
42 Hour Base									
Entry Level	\$57,636.36	\$2,216.78	\$316.68	\$59,365.45	\$2,283.29	\$326.18	\$61,146.41	\$2,351.79	\$335.97
Plant Operator I	\$71,098.31	\$2,734.55	\$390.65	\$73,231.26	\$2,816.59	\$402.37	\$75,428.20	\$2,901.08	\$414.44
Plant Operator II	\$74,103.04	\$2,850.12	\$407.16	\$76,326.13	\$2,935.62	\$419.37	\$78,615.91	\$3,023.69	\$431.96
Senior Plant Operator	\$84,304.16	\$3,242.47	\$463.21	\$86,833.28	\$3,339.74	\$477.11	\$89,438.28	\$3,439.93	\$491.42
Team Leader	\$94,772.57	\$3,645.10	\$520.73	\$97,615.75	\$3,754.45	\$536.35	\$100,544.22	\$3,867.09	\$552.44

TABLE 4 - New Classifications for Support Services Operators

Support Operators	Year 1*			Year 2*			Year 3*		
	Salary	Fortnightly	Daily Rate	Salary	Fortnightly	Daily Rate	Salary	Fortnightly	Daily Rate
38 Hour Base									
Entry Level	\$30,933.05	\$1,189.73	\$118.97	\$31,861.04	\$1,225.42	\$122.54	\$32,816.87	\$1,262.19	\$126.22
Level 1	\$33,745.14	\$1,297.89	\$129.79	\$34,757.49	\$1,336.83	\$133.68	\$35,800.21	\$1,376.93	\$137.69
Level 1A	\$38,039.98	\$1,463.08	\$146.31	\$39,181.18	\$1,506.97	\$150.70	\$40,356.62	\$1,552.18	\$155.22
Level 2	\$38,551.27	\$1,482.74	\$148.27	\$39,707.81	\$1,527.22	\$152.72	\$40,899.04	\$1,573.04	\$157.30

* Rates of Pay exclude 20 % annual leave loading.

TABLE 5 - Classifications for Fitters and Boilermakers

Daywork Fitters & Boilermakers	Year 1*			Year 2*			Year 3*		
	Salary	Fortnightly	Daily Rate	Salary	Fortnightly	Daily Rate	Salary	Fortnightly	Daily Rate
38 Hour Base									
Base	\$39,058.79	\$1,502.26	\$150.23	\$40,230.55	\$1,547.33	\$154.73	\$41,437.47	\$1,593.75	\$159.37
Grade 1	\$44,589.87	\$1,715.00	\$171.50	\$45,927.57	\$1,766.45	\$176.64	\$47,305.40	\$1,819.44	\$181.94
Grade 2	\$47,315.85	\$1,819.84	\$181.98	\$48,735.33	\$1,874.44	\$187.44	\$50,197.39	\$1,930.67	\$193.07
Grade 2A	\$48,704.41	\$1,873.25	\$187.32	\$50,165.54	\$1,929.44	\$192.94	\$51,670.51	\$1,987.33	\$198.73
Grade 3	\$50,094.58	\$1,926.71	\$192.67	\$51,597.42	\$1,984.52	\$198.45	\$53,145.34	\$2,044.05	\$204.41

* Rates of Pay exclude 20 % annual leave loading.

TABLE 6 - Classifications for Electricians

Daywork Electricians	Year 1*			Year 2*			Year 3*		
	Salary	Fortnightly	Daily Rate	Salary	Fortnightly	Daily Rate	Salary	Fortnightly	Daily Rate
38 Hour Base									
Base	\$41,480.86	\$1,595.42	\$159.54	\$43,285.37	\$1,664.82	\$166.48	\$44,954.94	\$1,729.04	\$172.90
Grade 1	\$47,150.22	\$1,813.47	\$181.35	\$49,210.27	\$1,892.70	\$189.27	\$51,116.27	\$1,966.01	\$196.60
Grade 2	\$49,944.35	\$1,920.94	\$192.09	\$52,130.34	\$2,005.01	\$200.50	\$54,152.86	\$2,082.80	\$208.28
Grade 2A	\$51,367.62	\$1,975.68	\$197.57	\$53,617.76	\$2,062.22	\$206.22	\$55,699.64	\$2,142.29	\$214.23
Grade 3	\$52,792.54	\$2,030.48	\$203.05	\$55,106.92	\$2,119.50	\$211.95	\$57,248.21	\$2,201.85	\$220.19

* Rates of Pay exclude 20 % annual leave loading.

28. Overtime Rates

TABLE 1 - Old Classifications for Shift Operators

Shift Operators	Overtime Rate		
	Year 1	Year 2	Year 3
42 Hour Base			
Level 1	17.3248	17.8445	18.3798
Level 2	20.7451	21.3675	22.0085
Level 3	21.5079	22.1531	22.8177
Level 4	22.2707	22.9388	23.6270
Level 5	23.8109	24.5252	25.2610
Level 6	25.3365	26.0966	26.8795

TABLE 2 - Old Classifications for Support Services Operators

(The Entry Level rate in this table is no longer applicable and is included for comparison purposes only).

Support Service Operators	Overtime Rate		
	Year 1	Year 2	Year 3
38 Hour Base			
Entry	15.6544	16.1240	16.6077
Level 1 Ret Rate	18.7774	19.3407	19.9209

TABLE 3 - New Classifications for Shift Operators

Shift Operators	Overtime Rate		
	Year 1	Year 2	Year 3
42 Hour Base			
Entry Level	17.3248	17.8445	18.3798
Plant Operator I	21.3676	22.0086	22.6689
Plant Operator II	22.2707	22.9388	23.6270
Senior Plant Operator	25.3365	26.0966	26.8795
Team Leader	28.2969	29.1458	30.0202

TABLE 4 - New Classifications for Support Services Operators

Support Operators	Overtime Rate		
	Year 1	Year 2	Year 3
38 Hour Base			
Entry Level	15.6544	16.1240	16.6077
Level 1	17.0775	17.5898	18.1175
Level 1A	19.2510	19.8285	20.4234
Level 2	19.5098	20.0951	20.6980

TABLE 5 - Classifications for Fitters and Boilermakers

Daywork Fitters & Boilermakers	Overtime Rate		
	Year 1	Year 2	Year 3
38 Hour Base			
Base	19.6202	20.2088	20.8151
Grade 1	22.4194	23.0920	23.7848
Grade 2	23.7989	24.5129	25.2483
Grade 2A	24.5017	25.2368	25.9939
Grade 3	25.2051	25.9613	26.7401

TABLE 6 - Classifications for Electricians

Daywork Electricians	Overtime Rate		
	Year 1	Year 2	Year 3
38 Hour Base			
Base	20.4765	21.3830	22.2217

Grade 1	23.3457	24.3815	25.3398
Grade 2	24.7597	25.8592	26.8765
Grade 2A	25.4800	26.6121	27.6594
Grade 3	26.2010	27.3656	28.4429

29. Signatures

Signed for and on behalf of the
Australian Workers Union: _____ 15 / 03 / 04

Employee Representative (Operators): _____ 20 / 01 / 04

Signed for and on behalf of the
Australian Manufacturing Workers' Union: _____ 23 / 02 / 04

Employee Representative (Fitters & Boilermakers): _____ 20 / 01 / 04

Signed for and on behalf of the
Electrical Trades Union,
New South Wales Branch: _____ 10 / 02 / 04

Employee Representative (Electrician): _____ 20 / 01 / 04

Signed for and on behalf of
Delta EMD Australia Pty Limited: _____ 20 / 01 / 04

Date: _____ 15 / 03 / 04

ATTACHMENT A

ADMINISTRATIVE GUIDELINES

1. ADMINISTRATION OF ANNUALISED SALARIES

Leave Entitlements

Accrued Annual Leave Or Long Service Leave Position
On Date Of Roster Change

Support Services Level 2 employees who regularly move onto shift for short periods.

At the end of each calendar year, the Company will calculate the extra entitlement owed to each employee as a result of any shiftwork in the previous 12 months and pay it to the employee.

2. WORKERS COMPENSATION

Employees who participate fully in rehabilitation following an injury will be paid either their annualised salary (if receiving an annualised salary) or their fortnightly base wage plus makeup of average overtime (calculated from 6 months history of individual prior to injury). This payment would continue for 26 weeks subject to individual employees being prepared to follow the Company Rehabilitation Policy. Normal review of forward payments and leave arrangements for any individual extending beyond 26 weeks would take place at that time.

The Company has the right to assess the situation at any time and make appropriate arrangements associated with employment continuation or otherwise.

It is not the Company's intention to limit benefits paid under workers compensation.

3. MOBILE PHONE GUIDELINES

Employees paid bank hours are required to maintain a connection to a mobile phone and provide the Company with that number.

For existing and new employees the following guidelines will apply:

- (a) Once received the mobile phone will be the responsibility of the employee. Damage, loss and/or repair will be the sole responsibility of the employee.
- (b) As the mobile phone has been provided for call back situations it is not needed when any employee is working normal roster.
- (c) If an employee brings his/her mobile phone to work it is not to be carried onto the plant.
- (d) Each employee will ensure they have a mobile phone in working order and that the number is provided to appropriate employees to allow contact as and when required.
- (e) The Company's liability is limited to \$20.00 per month to cover access fees and a contribution towards calls associated with plant coverage requirements for those employees paid an hours bank.

New employees will have the option of being provided with a mobile phone and a connection in their name or being reimbursed for the same service if a connection to a mobile phone is already available to them. New employees will receive \$20.00 per month as per existing employees while hours bank payments are received.

Payments by the Company will be made annually commencing on the date of agreement acceptance. Pro rata payments will be made to new starters during each annual period.

Call plans etc. will be the sole responsibility of employees.

ATTACHMENT B

PRODUCTION GUIDELINES

1. CHANGES AND IMPLEMENTATION OF NEW AGREEMENT

The current agreement sees the gradual implementation of a number of significant changes to the production work groups. The main changes can be summarised:

- a) Reduce crew numbers from 6 to 5.
- b) Introduce a Utility Operator Position (2 of) which has a dual role to cover long service leave and long term crew absences and when not required on shift to work Monday - Friday day work to coordinate and assist with the writing of work permits and isolations.
- c) Implement a centralised control room.
- d) Have a team leader on each crew.
- e) Change the existing shift operator classification structure
- f) Have 1 voluntary redundancy

- g) Modify the structure of the overtime bank.
- h) Expand the support services structure by introducing two new levels, 1A and 2.

- a) Reduction in crew numbers

Operator manning levels to be reduced to 22 during the life of the agreement. This will not occur until a minimum of 1 month after the implementation of the centralised control room and continuous leach as agreed at a JCC meeting held at that time. If the centralised control room and continuous leach are not implemented the manning reduction will not occur during the agreement. The following initiatives are also to be either fully implemented or the Company has abandoned implementation in writing for the life of the agreement:

Lockout system

The current vacancy in the structure would not be filled by a permanent replacement but by E-crew personnel who would commence their training and skills development for the shift operator relief role.

- b) Utility Operators

The Utility Operators would start working daywork 1 month after the implementation of the centralised control room.

The positions would be filled by asking for volunteers who would have to agree to work for a minimum of 12 months in the position. If there are no volunteers, then the role will be shared by existing Shift Operators in stints of no less than 2 months. At the end of that 12 month period, an opportunity would be given for existing Utility operators to return to a crew and a request for new volunteers would be made. Existing Utility operators can apply again if they wish. With operators sharing the Utility role, there would be no guarantee of returning to any particular crew.

Method for Sharing Utility role

Two crews on opposite sides of the roster are selected to provide the Utility Operator, eg one Utility Operator would come from 'A' crew and the other from 'C' crew. The 'A' crew Utility Operator would primarily cover absences in A and B crew and the 'C' crew Utility Operator would primarily cover absences in C and D crews. In this example 'A' crew operators would share the Utility operator role, swapping with each other thus allowing each person to stay on the same crew. In the event of a person from the other crew wishing to be involved in the Utility role they would swap onto 'A' crew for a certain period and then swap back to their original shift.

- c) Implement a centralised control room complex.

The centralised control room will be built in the area East of the product finishing area. This complex would contain a dedicated control room, mini-lab (with clean and dirty areas), work permit / lockout room, meeting room with tea/coffee facilities and storage room. The Company will be seeking significant input from the operators into the design of the complex to ensure that it is functional and appropriate for the purpose. The complex would be built approximately 6 - 9 months into the agreement. As part of the project to move to a centralised control room, the plant process alarms need to be reviewed and rationalised to provide a simple and effective mechanism for monitoring the process.

d) Introduction of Team Leaders

This introduction of a wages Team Leader provides a more logical career path for operators within the business as it allows people to continue to use their considerable plant knowledge and skills whilst developing leadership and organisational abilities.

The successful candidates for these positions will be chosen by the Company based on merit. All team leaders would come from existing operator ranks. In the event that a vacancy occurs in a Team Leader position and no current operator wants to apply for the position then the issue and possible solutions are to be discussed at a JCC meeting. If, as a result of no operator wanting to apply for a Team Leader vacancy, a person from outside the current shift operator group comes onto shift and therefore creates a surplus operator, the surplus operator will fill an additional Utility operator position until the end of this agreement.

e) Change the existing shift classification structure.

The existing shift operator classification system will be replaced with 2 main classifications of Senior Plant Operator and Plant Operator whilst also having a transition classification, Shift Operator. Over time the Senior Plant Operator position will be the more skilled, experienced classification, whereas the Plant operator position over time will be filled with the less experienced personnel who are still developing their skills. The number of Senior Plant Operators will be capped to 10.

As part of the transition, initially all existing level 4/ 5 / 6 operators will be classified as Shift Operators and paid their existing level 4, 5 or 6 rate of pay with annual salary adjustments and will be expected to work in all operator roles, maintain their skills and work flexibly. Operators on other levels will retain their current rate of pay, with annual salary adjustments, until they meet the skill requirements of the new position. Level 4 / 5 operators will be allowed to progress to level 6 under the old progression model in the transition period.

Six months after the implementation of the centralised control room, the Company will select 10 operators to fill the position of Senior Plant Operator based on merit. It is expected that the Senior Plant Operators will complete the relief duties for the team leader. Shift Operators not selected as Senior Plant Operator will retain the transition classification of Shift Operator. As vacancies occur in the Senior Plant Operator group, applications will be invited from both the Shift Operators and Plant Operators and the replacement selected by the Company based on merit. New operators will commence at Entry Level for Plant Operator and progress to Plant Operator 1, when the skills requirements are met.

Shift operators who are currently level 4, 5 or 6 will retain their level 4, 5 or 6 rate of pay with adjustment increases for their period of employment with the Company, provided they remain in that position and continue to work flexibly using all their skills. (as above, level 4 and 5 operators will be allowed to progress to level 6).

The Plant Operator classification will have two sub-classifications, Plant Operator I and Plant Operator II, recognising that for newer people there will be a more substantial progression in their skill levels.

Structure during the transition period (after Team Leaders have been appointed and until 1 month after control room implemented) will be:

Number	Position
4	Team Leader
18	Shift Operator
1	Plant Operator
23 - Total	

Structure (1 month after control room implemented)

Number	Position
4	Team Leader
17	Shift Operator (Assumes redundancy comes from shift operator group)
1	Plant Operator
22 - Total	

Structure (6 month after control room implemented)

Number	Position
4	Team Leader
10	Senior Plant Operator
7	Shift Operator
1	Plant Operator
22 - Total	

The following manning numbers are the ultimate structure:

Number	Position
4	Team Leader
10	Senior Plant Op
8	Plant Op
22 - Total	

- f) Have one voluntary redundancy

Prior the agreement being signed, the Company will enter into an agreement with an individual who has accepted the offer of a redundancy. The redundancy offer will not be withdrawn by the Company, except in the case below and that the person cannot pull out, unless they find someone else willing to take the redundancy at the required time. Any new vacancy in the shift crews prior to the number reduction will be filled. The redundancy will not take place before the centralised control room and continuous leach are operational and the lockout system is either implement or abandoned.

- g) Modify the structure of the overtime bank.

The overtime bank hours have increased from 200 to 220. Until the redundancy occurs shift operators will be required to cover absences on any shift during the week as support services personnel will not be trained.

- h) Expand the support services structure by introducing two new levels, 1A and 2.

Level 1A will be introduced to provide a situation whereby as Support Services Operators learn more skills they are paid a higher rate. The Level 2 rate will be for those operators who are able to do the shift relief role. The number of Level 2 operators will be capped at 3 and will be chosen by the Company based on merit.

The existing Level 1 pay rate would fall between the new level 1 and level 1A pay rates. Current level 1 employees would retain their existing rate of pay.

For support services employees, to write Work Permits and perform Isolations, the same rigorous competency based assessment system will be used as for shift operators.

2. ADMINISTRATION OF THE OVERTIME BANK

Allocation of Overtime Bank

New employees joining Delta under this agreement will have their 220 hours apply on a pro-rata basis.

Overtime Bank

The administration department via the timesheet system will maintain individual overtime banks. Hours will be deducted from that bank on an annual basis, when worked for absenteeism cover, and training. 220 hours overtime contains the following allocation:

- 176 hours for coverage of absences
- 44 hrs for training

All employees in a team or crew will be required to work an even amount of overtime and this shall be achieved by the workgroup working together to share any overtime as is required rather than removing people from the on-call roster when too far in advance of the group.

Transfers to New Crew

When an employee transfers to a new crew he or she will retain their existing overtime bank.

Last 2 Months of The Anniversary Date of the Agreement

In the last 2 months of the overtime year employees will not be requested by the Company to work more than 24 hours overtime from the bank per month if they have more than these available hours in their overtime bank.

Overtime in Excess of Bank Hours

When an individual’s overtime hours exceed the relevant number of hours in the relevant overtime category mentioned above, the employee will be paid at the rate of double time for overtime worked in that category.

Overtime worked on a Public Holiday

When an employee works overtime on a public holiday to cover a sick leave vacancy or plant breakdown, 1.25 times the hours worked will be deducted from his/her overtime bank.

Provision Of Contact Number

Employees are required to provide the Company with a contact number for the purpose of call out arrangements to maintain minimum manning levels. Employees that elect to purchase a mobile phone must provide the Company with the phone number. Employees that do not decide to purchase the mobile phone must provide some other means of being contacted when on call.

3. LABOUR ESTABLISHMENT

Numbers

For work groups receiving an overtime bank, the labour establishment is agreed and is to be maintained.

No.	Comment
Shift Plant Operators 22	5 per shift (1 team leader + 4 operators) + 2 Utilities

Vacancies

Vacancies below the agreed establishment for Shift Plant Operators are to be filled by a permanent replacement within a period of 3 months. During the interim period of the vacancy the position can be covered by supplementary labour.

4. ROLES & RESPONSIBILITIES

Team Leaders

The Team Leader will be a plant operator who provides the necessary leadership and organisation to ensure that the team and business goals are met as per the Position Description. The Team Leader will have a hands-on role, particularly when the crew is operating with minimum numbers. The Team Leader will assume the former roles of Emergency Site Controller and Shift Administrator. The Team Leader will ensure that an effective immediate response is forthcoming in an emergency situation and that the following administrative tasks are completed:

maintains the call-out arrangement system for his or her crew

the crew attendance board

recognises and initiates any callouts that may be required to cover absences

organises coverage of overtime, that is available to his or her own crew, when on site and requested by a production superintendent.

This person will also be involved in the coordination of callouts for maintenance work and able to authorise callouts. Team leaders would be expected to have a "face to face" sit down handover each shift of approximately 15 minutes duration. The team leader will be expected to carry a mobile phone whilst at work for the purposes of acting as Emergency Site Controller. The team leader will also conduct a toolbox meeting with his/her crew at the beginning of each shift and perform on-shift training in procedures and other material as required.

The Team Leader rate of pay would only be paid to a person who is performing that role. A person who elects to no longer perform this role or is removed from this role will revert to their normal rate of pay based on their skills in the matrix, typically Senior Plant Operator.

Shift Plant Operators

The role of the Plant Operators is to monitor and control the various processes to produce an EMD product that meets customer specifications in a safe and cost efficient manner. The plant operators are required to perform a number of tasks as outlined in the position description including the preparation of raw materials, identification of plant equipment problems, first level maintenance, administer safety systems & process reporting.

Utility Operators

These two operators would have a dual function, firstly as spare labour to fill holes in shift crews as a result of long service leave (if there is no one on annual leave then the Utility operator covers only if the period of LSL is greater than 2 runs of shifts), long term workers compensation leave, vacancies and illnesses. The overtime bank would still be used to cover illnesses in the first instance. The second function would be coordinate and assist with work permits and isolations on Monday-Friday dayshift. It is envisaged that one person would generally be working a rotating shift pattern with a crew and the other on dayshift. The two utility operators could decide amongst themselves which operator worked which shifts.

The Utility operators will work a 42hr week, 5 days per week (eg 4 x 8.5 hr days, 1 x 8hr day) when not following a shift roster. When working a (8.5/8 hr) dayshift, the Utility operator will normally cover the full 12 hr dayshift if the shift operator numbers fall below the minimum as a result of illness etc. This will be covered off the bank for no additional payment.

The only exception to the requirement to complete the balance of the shift "off-the bank", is if the Utility Operator's starting time is earlier than normal due to a shutdown etc. Under this situation the requirement is only to work a 12hr shift. In this case the balance of the dayshift would be covered by the Utility Operator on overtime, a suitably trained Level 2 Ecrew operator if at work or failing that

another shift operator on overtime. Changes to Utility Operator starting times would be by mutual agreement.

Some flexibility in the working hours of the Utility Operator could occur provided the needs of the business are met, however the normal requirement will be to work 5 days per week. The Utility Operator on dayshift would be paid their normal shift rate of pay. The Company will endeavour to give as much notice relating to roster changes for the Utility operator however there will be no penalty rates for notice less than 72hrs, as they are paid shift penalties.

Support Services Operators

The duties of the support services operators are defined in the position description and the main tasks are listed below:

- Harvesting
- Cell Cleaning
- Housekeeping Problems
- Bagging
- Filter Cloth Changes
- Assist Plant Operators (When Requested)
- Isolations (Harvesting & Bagging)
- Work Permits (Harvesting & Bagging)
- Cathode Refurbishment
- Product Reclaim
- Shift Operator Relief (Level 2 Support Services Operators)

First Level Maintenance

All operators will be required to perform minor maintenance as required with due consideration to workload and safety regulations and requirements. This work is to be consistent with the individuals training and competency. Training will be provided as appropriate. Examples of minor maintenance are listed below. This list is not exclusive however minor maintenance is restricted to tasks of a similar nature to those below. Any changes to this list will be made in consultation with the relevant parties at a JCC meeting.

Breakdown Situation

Unbolting and bolting flanges, up to and including 150 mm NB, including changing from one pump to another where the standby is already installed.

Installation and removal of spool pieces or blanks up to and including 150 mm NB.

Clearing blocked pipelines (not concentrated acid or caustic) with low pressure water.

Cleaning the work area in preparation for further work

Removal and replacement of manhole covers

Isolation

Assist as trades assistant (where possible)

Scheduled Situation

Checklists of equipment condition

Lubrication and greasing

Cleaning the work area in preparation for further work

Assist as trades assistant (where possible)

Isolation of equipment including the following tasks:

Installation and removal of spool pieces or blanks up to and including 150 mm NB.

Removal and replacement of manhole covers

5. CLASSIFICATION STRUCTURES

For Shift Operators the classification structure is as follows:

Level	Requirements to attain level
Plant Operator Entry Level	Nil - Starting Position (includes 3 month probationary period)
Plant Operator I	A range of specific tasks required to operate the process
Plant Operator II	Able to run all areas of the plant and perform all tasks
Senior Plant Operator	As for Plant Operator II but demonstrating greater skills, knowledge and experience. Able to deputise for Team Leader
Team Leader	As for Senior Plant Operator with significant leadership, communication and organisation skills.

A transition classification of Shift Operator (Level 4, 5 or 6), will also be used for operators until they become part of the new classification structure or leave the Company. The Plant Operator Progression Model outlines the skill and experience requirements to progress through the classification structure in more detail. Both Senior Plant Operator and Team leader positions are capped.

For Support Services Operators the classification structure is as follows:

The following table outlines the skills required to achieve the various levels within the support services level structure.

Level	Requirements to attain level
Entry Level	Nil - Starting Position (includes 3 month probationary period)
Level 1	Housekeeping, Cathode Refurbishment, Bulk Bagging, Filter Cloth Changes, 40kg Bagging (Basics)
Level 1A	Level 1 tasks + Harvesting + 40 kg bagging (All Operations), Work Permits and Isolations in limited areas (Crane, stripper, bagging).
Level 2	Able to do shift operator relief (Work Permits, Isolations for whole site).

The Support Services Operator Progression Model outlines the skill and experience requirements to progress through the classification structure in more detail. The Support Service Operator Level 2 position is capped to a maximum number of 3 positions.

6. ARRANGEMENTS FOR MANNING OF THE PLANT

Minimum Plant Numbers

With all sections of the plant operating it is required that the site be manned by no less than four operators. In the situation where less than 4 operators are on site the shift crew is required to cover the absence according to the requirements listed in this section. If the absence cannot be covered a production superintendent is to be contacted. The production superintendent will then decide on what action should be taken.

Coverage of Absences for Shift Plant Operators

The way in which an absence is covered depends upon the reason that the absence occurred and on what shift it has occurred.

Absences which are covered by the overtime bank:

Sick leave of individual or family member including family emergency

Any other absence of an individual that is classed as sick leave (unable to attend work due to transport issues, dealing with natural disasters but not as a member of emergency services etc *)

Absences which are not covered by the overtime bank:

Emergency Annual leave

Long Service Leave

Jury Duty

Parental Leave

Compassionate Leave

Emergency Services or Defence Force Leave

Carer's Leave (This is long term, unpaid leave)

Workers Compensation Absences

* When circumstances like this occur the operator can apply to a Production Superintendent before their shift commences for Emergency Annual Leave and normally this will be granted.

For all absences, both parties agree that the goal is to minimise overtime and use of the overtime bank and hence use of spare labour and roster changes are the preferred options for coverage of absences. If there is no spare labour or possible roster changes, the absence is covered by either rostered off employees utilising the overtime bank or rostered off employees being paid overtime depending on the nature of the absence as described above. After an absence has been covered by employees utilising the overtime bank for 2 shifts, then subsequent employees will be paid overtime. Once one employee has covered an absence off the overtime bank for a particular shift any subsequent absences for the same shift will be covered by operators on paid overtime.

Until the redundancy occurs, the plant operators are required to be on call to cover all shifts during the week. After the first 12 months, when some of the support services personnel will be trained to perform shift operator relief, plant operators will not be required to be on-call for Monday-Friday Dayshift. Absences will then be covered by Utility Operators or Level 2 Support Services Operators.

Workers compensation cases, if unclear whether compensatable, are to be treated initially as per sick leave with employees covering off the overtime bank. However when an absence is confirmed by the Company as workers compensation, the hours worked to cover the absence will be paid as overtime (separate to the bank) or time in lieu granted, and any changes in bank hours, reversed. If the absence is clearly Workers Compensation then the Company will be required to cover using the normal means, ie shift swaps, overtime.

Use of Level 2 Support Services Operators

Level 2 Support Services Operators would be used to cover long term absences in the shift crew numbers as a result of Workers compensation, serious illness or some other leave. When a significant vacancy occurs in the shift group and two Utility operators are on dayshift, the preference would be to use a Utility operator to cover the vacancy. When there is already one Utility operator on holidays or on a crew, the preference will be to use a Support Services operator.

Support Services Level 2 Operators will have a pro-rata bank based on the time on shift, eg if a Support Services operator is on shift for 2 months then their bank would be $(2/12*220)=36.6$ hrs. Hours worked

above the bank hours would be paid overtime. A reconciliation will be done at the end of each calendar year and if the Overtime hours worked off the bank exceeds the pro-rata overtime bank paid to the employee then the extra hours will be paid as overtime to the employee.

It was agreed that there should be a safeguard that the numbers on each crew would have to be maintained at 5, in the case of Workers Compensation or serious illness after, one run of shifts, eg if a person is seriously ill during the middle of the run, the crew would operate with 4 for the balance of that run, after that the crew would return to 5. The intention of this is that no shift operator would be expected to be on call for more than 10 "breaks" or "runs of days off" per year.

Annual Leave

Annual Leave

Only 1 person per shift crew is allowed to be on annual leave except in the case of Emergency Annual Leave granted by a Production Superintendent.

The two Utility Operators and three Level 2 Support Services Operators will form their own workgroup for the purposes of annual leave. Amongst this group of five, only 1 person will be allowed annual leave except in the case of Emergency Annual Leave or conditional annual leave. Utility operators would be rostered on for every Public Holiday when not on shift, If both Utility operators are not on shift, then 1 Utility Operator could take normal annual leave. However if only one Utility Operator was on dayshift, that Utility Operator would be allowed to take conditional annual leave on a Public Holiday provided they agreed to cancel their annual leave in the event of an absence on the shift crew which took it below minimum numbers.

Level 2 Support Services Operators who are working on a shift crew will not normally be allowed to take annual leave unless they have been on shift for a period of 2 months or the leave was approved prior to going onto shift.

Annual Leave Roster (for Shift Plant Operators)

The work group is responsible for rostering annual leave and providing a roster twelve (12) months in advance. The roster will ensure:

- 1) There will be no more than one employee per crew on annual leave at any one time.
- 2) A minimum of 108 hours of the annual leave entitlement must be taken in one continuous leave period.
- 3) Employees must ensure that a minimum of 50 % of their annual leave entitlement is included on the roster for the next 12 months. Annual leave put on the roster can be moved or altered at any time to dates where there are no other Company sponsored activities (such as training) already booked, provided that the minimum quantity of leave is still rostered and that the guidelines for rostering leave are followed.
- 4) Training will be arranged for the next 12 months, subject to course date availability, taking into account all pre-booked leave as of the 1st March of that year. Subsequent requests for annual leave may be granted if there is no conflict with planned training, and/or if the employee is prepared to attend the training while on leave (with an appropriate adjustment to leave entitlement balance). Otherwise, planned training will generally take precedence over requests for annual leave.
- 5) Under the Delta policy on maximum annual leave accrual (which states a maximum of 2 years entitlements), if employees do not book adequate leave the Company will allocate annual leave to ensure no person is in excess of the maximum accrual. If mutually agreed between the Company and the employee, employees may be allowed to accumulate more than 2 years entitlements where special circumstances exist.

Annual Leave and RDO's for Support Services Operators

The work group is responsible for rostering Annual Leave and providing a roster 6 months in advance. The roster will ensure:

- 1) A maximum of 2 people may be on leave (RDO or Annual Leave) at any one time, except in the case of Emergency leave granted by a Production Superintendent or when the Production Superintendent exercises discretion based on the needs of the business.
- 2) A minimum of 25% (one week) of Annual Leave must be taken in one continuous leave period.
- 3) Training will be arranged for the next 12 months, subject to course date availability, taking into account all pre-booked leave as of 1st March of that year. Subsequent requests for Annual Leave or RDO's may be granted if there is no conflict with planned training, and/or if the employee is prepared to attend training while on leave (with an appropriate adjustment to leave entitlement balance). Otherwise planned training will generally take precedence over requests for annual leave.
- 4) Under the Delta policy on maximum annual leave accrual (which states that a maximum of 2 years entitlements may be accrued), if employees do not book adequate leave the Company will allocate annual leave to ensure that no person is in excess of the maximum accrual. If mutually agreed between the company and the employee, employees may be allowed to accumulate more than 2 years entitlements where special circumstances exist.
- 5) RDO's can only be accrued to a maximum of 2 RDO's. Accrued RDO's are to be taken as soon as possible after they fall due, and definitely within the following pay period.
- 6) Allocation of RDO's will be by way of a roster maintained by the workgroup.

Coverage of Absences of Team Leaders

Annual Leave and absences of the Team Leader would normally be covered by a Senior Plant Operator from the same shift who would be paid higher responsibility monies for that period of coverage. A Senior Plant operator is required to work 4 hours or greater to be paid the Team Leader rate for that shift. In the case of the absence necessitating another operator be called in off the bank, the team leader function would be performed by a person from that crew rather than the person called in, in the case of that person being normally a Team Leader, unless mutually agreed otherwise.

Long Service Leave

Long Service Leave is to be taken in continuous periods of not less than one week. The rostering for long service leave will require the approval of a Production Superintendent.

For shift operators, a maximum of five employees will be permitted to be on annual leave or long service leave at any one time.

Swapped Shifts

To be arranged between employees to suit employees needs. Any swap shift arrangements must not create a situation where employees work in excess of 16 hours or are unable to obtain their 8 hour break between shifts.

Meetings

Attendance at meetings will be paid at overtime penalty rates or time off in lieu granted.

Training for Shift Operators

For all training that occurs outside normal shift roster working hours, employees will attend in their own time up to a maximum of 44 hours per annum. These hours will be deducted from the employee's bank of hours. Training in excess of 44 hours per annum will be paid at overtime penalty rates or time off in lieu granted.

Where training occurs outside normal shift roster working hours, the minimum time period employees would be asked to attend, would be 4 hours. The Company will endeavour to conduct this training in the hours of 8am to 4pm, Monday to Friday, however on occasions, training may go outside these hours. Where training goes outside the hours of 8am to 4pm, or whenever employees have conflicts with other commitments they are required to discuss with management prior to the training and both parties agree to work flexibly to ensure the training is completed and commitments are met.

The Company agrees that a small group of Shift Operators will work with the Training Superintendent with a view to maximising the quality and efficiency of training.

7. REVIEW OF GUIDELINES

The parties to this agreement agree to review it on an ongoing basis. If any disputes arises relating to this agreement Clause 21 of the Agreement "Procedure for resolving claims and disputes" shall be used.

ATTACHMENT C

MAINTENANCE GUIDELINES

1. ROLES & RESPONSIBILITIES

Maintain process and all ancillary equipment to produce high quality EMD and MnO.

Conduct preventative maintenance activities in line with the scheduled maintenance systems, provide input and feedback on systems, and revise systems as required.

Perform housekeeping and cleaning functions to maintain the workshop and surrounds to a high standard, and to leave all work areas in a safe and tidy condition.

Maintain maintenance equipment and tools in line with statutory requirements.

Prepare purchase requisitions/store requisitions for spare parts and/or store consumables as required.

Prepare stock modification requests for parts that should be kept on site, and for any parts that are in stock but not correctly cross-referenced in the stores computer catalogue.

Assist maintenance engineer and/or maintenance co-ordinator as required in the performance of maintenance, capital and project work.

Prepare breakdown records as required.

Record all necessary relevant information on work orders for entry into maintenance management systems.

Any functions that are currently contracted out to become part of routine duties as opportunities and training allow.

Assist operations personnel with on the job instruction in minor maintenance and shared tasks.

It is agreed that time be made available for fitters, boilermakers and electricians to be involved in the maintenance improvement program.

2. WORKING ARRANGEMENTS

Annual Leave

The normal limits for the number of fitters, boilermakers and electricians that may be on annual leave at one time are three, one and two respectively, provided that the concurrent taking of annual leave, Rostered Days Off and Time in Lieu (TIL) does not at any time create a situation where there are more than three fitters, 1 boilermaker or two electricians not available for work. Supervisors have the discretion to increase these limits based upon the needs of the business.

Annual Leave Roster

Each work group is responsible for rostering annual leave and providing a roster six (6) months in advance. The roster will ensure:

- 1) A minimum of 25% of the annual leave entitlement must be taken in one continuous leave period.
- 2) Employees must ensure that a minimum of 50 % of their annual leave entitlement is included on the roster for the next 6 months. Annual leave put on the roster can be moved or altered at any time provided that the minimum quantity of leave is still rostered and that the guidelines for rostering leave are followed.
- 3) Training will be arranged for the next 12 months, subject to course date availability, taking into account all pre-booked leave as of the 1st March of that year. Subsequent requests for annual leave may be granted if there is no conflict with planned training, and/or if the employee is prepared to attend the training while on leave (with an appropriate adjustment to leave entitlement balance). Otherwise, planned training will generally take precedence over requests for annual leave.
- 4) Under the Delta policy on maximum annual leave accrual (which states a maximum of 2 years entitlements), if employees do not book adequate leave the Company will allocate annual leave to ensure no person is in excess of the maximum accrual. If mutually agreed between the Company and the employee, employees may be allowed to accumulate more than 2 years entitlements where special circumstances exist.

Long Service Leave

Long Service is to be taken in continuous periods of not less than one week. The rostering for long service leave will require the approval of the Maintenance Superintendent.

Rostered Days Off (RDOs)

It is recognised that the days either side of weekends are 'preferred days' for RDOs, and that as far as possible the Company will accommodate the desire to use these 'preferred days' for RDOs. With this in mind the following guidelines should be followed:

1. Allocation of RDOs will be by way of a roster maintained by the workgroups themselves.
2. Taking the accrued balance of TIL and RDO hours as a total, the balance must be maintained between -7.6 hours and +15.2 hours at the end of any pay period.

Time in Lieu (TIL)

A system to allow employees to take Time In Lieu (TIL), eg to take time off work at another time instead of being paid for overtime worked will be allowed. This system has also been designed to minimise the effect of TIL on the variability in the numbers of trades personnel at work each day throughout the week.

Operation

TIL will be granted only at the discretion of the relevant supervisor.

TIL will be accrued at the rate of one hour of TIL for each hour of overtime worked.

In the case of a call out, where the time worked is less than four hours, four hours of TIL may be accrued.

Within each fortnightly pay period, the amount of TIL that will be approved for accrual is four (4) hours. Any overtime worked in excess of four hours within the one pay period will be paid at overtime rates, except with the approval of the relevant supervisor.

TIL may generally be taken only such that the total numbers of people away due to annual leave, RDOs and TIL is as per the limits specified in this agreement in the section titled Annual Leave.

3. OVERTIME

The principles that govern the offering of overtime are:

Not to disadvantage Delta employees.

To avoid unnecessary costs to the Company.

Guidelines for Offering Overtime to Maintenance Employees

1. Whenever overtime is available (planned or unplanned), it will first be offered to all relevant Delta employees through the Maintenance provided overtime list. Overtime shall be offered as soon as is practically possible once it is known that it is required.
2. If no relevant Delta employee can be found who is able to accept the overtime, then the Company may engage contractors to complete the desired work as per Clause 18 of the 2003 Enterprise Agreement. If after further assessment the new work requires additional resources, then Delta employees will be contacted first.
3. If new work arises due to unforeseen circumstances while the contractors engaged under point 2, above, are on site, and the new work is able to be performed by the contractors, then the Company may use the contractors to also complete the new work without offering overtime to relevant Delta employees. (This assumes that the new work has arisen within a reasonable time (1 hour) from when the contractors were engaged and that no Delta Employee has contacted the site advising of their availability since the contractor was engaged. If a Delta Employee has advised of their availability, they shall be given preference).

If new work arises more than 1 hour after the contractor has been engaged, then Delta employees shall be offered the overtime first. New work arising due to unforeseen circumstances may take the form of a new breakdown, or may be an existing condition that could not previously have been identified due to, for example, the plant not being operated until that time. If after further assessment the new work requires additional resources, then Delta employees will again be contacted first.

4. If there are any specific details available with regard to the timeframe in which overtime has been rejected (whether for planned overtime or for breakdown assistance), then these wishes should be respected. For example, if a rejection of overtime is accompanied by a statement such as "I can't now, but I can attend within an hours time", and new work arises within an hour, then the overtime should again be offered to the person in question. If the time frame is in excess of one hour then the Overtime list should again be consulted.
5. Other than in a major emergency, overtime will not be available for employees on any form of leave (including annual, long service, sick or carer's leave), (the weekends either side of annual

leave are not considered part of annual leave). Employees on planned leave should remove their names from the overtime lists prior to going on leave. If this is overlooked, or in the case of unplanned leave, the Company will arrange for their name to be removed by another Delta maintenance employee. In all cases employees must ensure that their name is reinstated to the overtime lists when they return from leave and they wish to be considered for future overtime.

6. Employees who are on Rostered Off Days (RDOs), can leave their name on the overtime list, and can be called for overtime. In the situation where extra resources, outside the Delta maintenance group, are required within normal working hours, the company has the discretion as to whether contractors or rostered off employees are utilised based on minimising the cost of the extra resources.

Payment for Callouts

1. If a tradesman has responded to a call and is on-site when another call-out is authorized, then the tradesman has the option to go home at the completion of the original callout or stay and attend to the new work.
2. Where the tradesman elects to accept the new work, the tradesman will receive an additional payment of 2hrs at overtime rates for each new job. Therefore the payment for a person completing 2 jobs would be 6hrs, or the hours worked, at overtime rates, whichever is the greater.
3. Where a person is called and notified that there are 2 or more breakdowns that require attention then the "the job" comprises the 2 or more breakdowns and will be considered 1 job and hence will be paid 4hrs or the actual hours worked (which ever is the greater) at overtime rates. Under this scenario, the person knows what is required before accepting or rejecting the callout. There are two situations, which may lead to a call-out for multiple breakdowns, a) multiple breakdowns occurred at the same time, b) a previous equipment failure, which was originally going to be left unattended, is now required to be fixed due to the latest breakdown. A previous equipment failure, where it was decided it was not going to be fixed at the time, cannot be changed to a breakdown, simply because someone is going to be called in for another breakdown.
4. The "job" that someone is called in to do, is defined as getting that piece of equipment or that circuit going, ie if a person is called in to fix a problem with the RRM and finds a blown fuse on the drive, then finds that the dP meter was the root cause of the breakdown and needs to be calibrated. That is considered part of the one "job" of getting the RRM going.

Explanation of Stan down Provisions.

1. If a person is called in and the actual time worked is 2hrs or greater, the person is entitled to an 8 hour break before commencement of their next normal shift. A person who is standing down to have their 8 hour break will be paid their normal rate from their normal starting time.
2. When a call-in occurs in the early hours of the morning, and the person works 2hrs or more and is thus entitled to an 8 hour break, if the call-in then runs into a person's normal shift, that person is to be paid at overtime rates whilst they are at work and have not had their 8 hour break. From when they leave work to go home, they will be paid at normal time until the completion of their 8 hour break or their normal shift finishes whichever occurs first.
3. If a person who was entitled to the 8 hour standown break would normally be expected to return to work for a short period of time, less than 2hrs, then the company under normal circumstances would allow the person to take Annual Leave, TIL (Time in Lieu) or RDO (Rostered Day Off) hours for the remaining hours and hence not return to work. Occasionally a person maybe required to return to work for a short period, if circumstances necessitate it. Any annual leave, TIL or use of RDO hours must be approved under the normal approval process.

Call-ins in the early morning.

1. If a person is called-in early in the morning and is still working on the job at their normal start time, (however they have not worked 2hrs or more and are therefore not entitled to an 8 hour break) the person will be paid for the callout, 4hrs at overtime rates and is then on normal time for their normal shift.
2. If a person is called-in early in the morning and finishes after 4am, however is not entitled to a standdown break of 8hrs, that person will be allowed to commence their normal shift early, at the completion of the breakdown, and hence leave early. eg a person who normally works 7.30am to 4pm would be allowed to start at 6.30am, if a breakdown finished at 6.30am, and work to 3pm.

Use of Tradesmen working Overtime

1. When people accept to do overtime, often a task will be specified as the main purpose of the overtime based on the priorities known at that time. Occasionally the company may need to change the work being done as priorities change. The changing of priorities will not compel a person to stay beyond their anticipated finish time and does not diminish the person's right to finish work at any point in time when working overtime. It is not the company's objective to have pseudo shift coverage to handle breakdowns by regularly offering big blocks of overtime. The company may however be offering some overtime shifts during large public holiday/weekend breaks (eg Christmas, Easter) to maintain operations during these long periods.

4. UTILISATION OF CONTRACTORS

1. For all contractors used on-site, that perform work that may be relevant to the maintenance department, the Company has prepared a scope document, "Delta EMD - Maintenance Contractor Workscopes which outlines what tasks are exclusively the domain of the contractor, exclusively the domain of Delta employees and those that could be done by either party.
2. The Company will consult with employees on the designation of tasks as to which are exclusively the domain of the contractor, which are exclusively the domain of Delta employees and those that can be done by either party on a regular basis, at JCC meetings.
3. For work in normal working hours, the Company will consult with employees, using the contractor consultation form when there is work, whose Present Status is "M/C", but the Company believes a contractor should do the work. The only exception is in the case of urgent work and all Delta employees are committed to jobs on the plant eg in the case of shutdowns, where consultation will initially be verbal with the form completed later.
4. Where there is potential for a task, which could be done by either party, to go outside normal working hours, the expected hours of work are to be assessed. If there is 2 hours or more of overtime involved, then the preference will be to use Delta Maintenance employees except in the case where they are not available at the required time.
5. For those tasks, that can be done by either party whose Present Status is "M/C", where the work is clearly outside normal working hours Delta employees will be offered the work first, unless a qualified contractor is already on-site working on the same equipment number and the work can be done without additional labour coming onto site or significant extension (> 2hrs) to the length of the job. If the task would involve a significant extension to the period of the original job, then Delta employees will be offered the work first.
6. After consultation has occurred and a decision has been made that contractors will perform the work, if scope or task changes and is no longer consistent with that described at the time of consultation, the Company will again consult with the maintenance workgroup.

5. Progression Through Skills and Knowledge

ELECTRICIANS

The classification of "Industrial Control Tradesperson" (referred to below as "ICT") is the classification under which electrical tradespersons are employed at Delta EMD Australia Pty Limited.

The rates of pay referred to in Clause 27 of Delta EMD Australia Pty Limited Enterprise Agreement 2003, represent the remuneration applicable to the grades detailed hereunder:

Requirements for promotion (applies to all grades)

To be eligible for promotion, the ICT must have satisfied all the requirements of the level to which the employee aspires.

All training courses may be recognised as completed under prior learning knowledge at the discretion of Delta EMD Australia with documentation from the tradesperson to substantiate such experience.

A Company developed competency assessment package will evaluate the model progression of the tradesperson.

A tradespersons work performance will be deemed satisfactory if the most recent Performance Appraisal (within last 12 months) has no more than two ratings of 2 (Unsatisfactory) and no ratings of 1 (Poor) and there is no disciplinary action active.

ACCREDITATION

There are five (5) grades of ICT, which will be described below. Grade - Base is the starting point and Grade 3 is the highest grade.

GRADE - BASE

An ICT, on appointment will satisfy the following:

Electrician with Building Services Corporation "Supervisors Certificate", or equivalent

GRADE - 1

An ICT to achieve progression to Grade 1, must satisfactory complete the following training and achieve a level of competency excepted by the Company for that grade.

Delta EMD Safety Systems familiarity.

Maintenance Management System (MP2)

Completed 3 months of electrical service within Delta EMD Australia with satisfactory work performance.

The employee shall be fully conversant with Delta EMD systems of work and equipment.

The employee shall be able to carry out electrical/instrument maintenance work on the whole plant as required.

GRADE 2

An ICT to achieve progression to Grade 2, must satisfactory complete the following training and achieve a level of competency excepted by the Company for that grade.

All requirements for Grade 1

Vetab accredited Confined Space Training

Industrial First Aid Certificate

EMD Process Familiarity

Workcover Bridge & Gantry Crane Driver's Ticket

Workcover Forklift ticket

Workcover EWP ticket

Fire fighting training

Bailey Controls "INFI-90" Technician's course.

High voltage issuers and receivers certificate

Exempted Persons authorisation (Prerequisite 12 months electrical employment)

Completed 12 months electrical maintenance service within Delta EMD Australia with satisfactory work performance.

The employee shall be fully conversant with Delta EMD systems of work and equipment.

The employee shall be able to carry out electrical/instrument maintenance work on the whole plant as required.

If an employee has been Grade 1 for 18 months and progression through the training matrix has been delayed due to the inability of the Company to provide the necessary training after requests from the employee with adequate notice, the progression to Grade 2 will occur 18 months after the attainment of Grade 1 level, on the understanding that the employee must complete the necessary training when organised and provided that all other requirements are met.

GRADE 2A

An ICT to achieve progression to Grade 2A, must satisfactorily complete the following training and achieve a level of competency excepted by the Company for that grade.

All requirements for Grade 2

Training in analytical troubleshooting

Workcover Intermediate Boiler ticket

EPA Industrial Radiation Gauge licence

Fifty percent (50%) completion of the Diploma in Electrical Engineering or course of equivalent or higher standing OR 50 % of Industrial Instrumentation Course OR agreed course in TAFE recognised subjects approved by the Company totalling 300 hours.

Satisfactory work performance for previous 12 months of employment. (This does not necessitate 12 months at level 2, the previous 12 months may be at a combination of levels).

The employee shall be fully conversant with Delta EMD systems of work and equipment.

The employee shall be able to carry out electrical/instrument maintenance work on the whole plant as required.

GRADE 3

An ICT to achieve progression to Grade 3, must satisfactorily complete the following training and achieve a level of competency expected by the Company for that grade.

All requirements for Grade 2A

Training in Delta EMD Australia site maintenance planning and scheduling methods

Delta EMD Australia site specific DCS and SCADA Design training

Training in Allen Bradley PLC architecture and applications

Completed the Diploma in Electrical Engineering or course of equivalent or higher standing OR Industrial Instrumentation Course OR agreed course in TAFE recognised subjects approved by the Company totalling 600 hours.

Satisfactory work performance for previous 12 months of employment. (This does not necessitate 12 months at level 2A, the previous 12 months may be at a combination of levels)

The employee shall be fully conversant with Delta EMD systems of work and equipment.

The employee shall be able to carry out electrical/instrument maintenance work on the whole plant as required.

To maintain his Grade 3, the ICT is expected to, on an ongoing basis, update their equipment knowledge and skills as appropriate to the requirements of plant operations and industry expectations. In addition it is a requirement to undertake training as necessary to maintain relevant skills as technology changes.

Leave is reserved to continue to improve and modify these progression requirements, and to adopt them as soon as agreement is reached.

PROGRESSION THROUGH SKILL AND KNOWLEDGE PROGRAM ELECTRICIANS

	GRADE - BASE	GRADE 1	GRADE 2	GRADE 2A	GRADE 3
Employee Status	Electrician with Building Services Corporation. "Supervisors' Certificate".	Completed the training within Grade - Base	Completed the training within Grade - 1	Completed the training within Grade - 2	Completed the training within Grade - 2A.
Summary of Training		<p>Safety & Clearance Systems Maintenance Management System</p> <p>Completed 3 months of electrical service with Delta EMD Australia with satisfactory work performance</p>	<p>Confined Space Certificate EMD Process Familiarity</p> <p>Industrial First Aid Certificate</p> <p>Workcover Bridge & Gantry Crane Driver's Ticket</p> <p>High voltage issuers and receivers certificate</p> <p>Workcover Forklift Ticket Workcover EWP ticket</p> <p>Fire fighting training</p> <p>12 months Delta EMD electrical employment with satisfactory work performance</p> <p>Bailey N90 Technician's Course.</p> <p>Exempted Persons Authorisation(prerequisite 12 months electrical employment)</p>	<p>Analytical Trouble Shooting</p> <p>Workcover Intermediate Boiler ticket</p> <p>EPA Industrial Radiation Gauge licence</p> <p>50% completion of Diploma in Electrical Engineering or course of equivalent or higher standing OR Industrial Instrumentation course OR 300 hours of approved TAFE subjects</p> <p>Satisfactory work performance for previous 12 months</p>	<p>Training in Delta EMD Australia site maintenance planning and scheduling methods</p> <p>Delta EMD Australia site specific DCS and SCADA Design training</p> <p>Training in Allen Bradley PLC architecture and applications</p> <p>Completion of Diploma in Electrical Engineering or course of equivalent or higher standing OR Industrial Instrumentation course OR 600 hours of approved TAFE subjects</p> <p>Satisfactory work performance for previous 12 months</p>
End Result		<p>Fully conversant with DELTA EMD systems of work and equipment. Able to carry out electrical/instrumentation/maintenance work on whole</p>	<p>Fully conversant with DELTA EMD systems of work and equipment. Able to carry out electrical/instrumentation/maintenance work on whole plant as required.</p>	<p>Fully conversant with DELTA EMD systems of work and equipment. Able to carry out electrical/instrumentation/maintenance work on whole plant as required.</p>	<p>Fully conversant with DELTA EMD systems of work and equipment. Able to carry out electrical/instrumentation/maintenance work on whole plant as required</p>

plant as required.

FITTERS

The classification of "Industrial Control Tradesperson (referred to below as "ICT") is the classifications under which fitter tradespersons are employed at Delta EMD Australia Pty Limited.

The rates of pay referred to in Clause 27 of the Delta EMD Australia Pty Limited Enterprise Agreement 2003, represent the remuneration applicable to the grades detailed hereunder:

Requirements for promotion (applies to all grades)

To be eligible for promotion, the ICT must have satisfied all the requirements of the level to which the employee aspires.

All training courses may be recognised as completed under prior learning knowledge at the discretion of Delta EMD Australia with documentation from the tradesperson to substantiate such experience.

A Company developed competency assessment package will evaluate the model progression of the tradesperson.

A tradespersons work performance will be deemed satisfactory if the most recent Performance Appraisal (within last 12 months) has no more than two ratings of 2 (Unsatisfactory) and no ratings of 1 (Poor) and there is no disciplinary action active.

ACCREDITATION

There are five (5) grades of ICT, which will be described below. Grade - Base is the starting point and Grade 3 is the highest grade.

GRADE - BASE

A ICT, on appointment, will satisfy the following:

Qualified fitter with qualifications to NSW TAFE level for Fitters and Turners or equivalent.

GRADE 1

An ICT to achieve progression to Grade 1, must satisfactory complete the following training and achieve a level of competency excepted by the Company for that grade.

Delta EMD Safety Systems familiarity.

Maintenance Management System (MP2)

Completed 3 months of mechanical service within Delta EMD Australia with satisfactory work performance.

The employee shall be fully conversant with Delta EMD systems of work and equipment and be able to carry out routine fitting work on whole plant as required.

GRADE - 2

An ICT to achieve progression to Grade 2, must satisfactory complete the following training and achieve a level of competency excepted by the Company for that grade.

All requirements for Grade 1

Vetab accredited Confined Space Training

Workcover Dogman Ticket

Workcover Bridge & Gantry Crane Driver's Ticket

Workcover EWP ticket

Fire fighting training

Workcover Forklift Ticket

Industrial First Aid Certificate

EMD Process Familiarity

Pumps course

Mechanical Seals course

Exempted Persons authorisation (Prerequisite 12 months mechanical employment)

Basis Welding Course

Workcover Intermediate Boiler Certificate

Completed 12 months mechanical maintenance service with Delta EMD Australia and work performance has been satisfactory.

The employee shall be fully conversant with Delta EMD systems of work and equipment and be able to carry out routine fitting work on whole plant as required.

If an employee has been Grade 1 for 18 months and progression through the training matrix has been delayed due to the inability of the Company to provide the necessary training after requests from the employee with adequate notice, the progression to Grade 2 will occur 18 months after the attainment of Grade 1 level, on the understanding that the employee must complete the necessary training when organised and provided that all other requirements are met.

GRADE - 2A

An ICT to achieve progression to Grade 2A, must satisfactorily complete the following training and achieve a level of competency excepted by the Company for that grade.

All requirements for Grade 2

Fifty percent (50%) completion Diploma of Mechanical Engineering or course of equivalent or higher standing OR agreed course in TAFE recognised subjects approved by the Company totalling 300 hours.

Satisfactory work performance for previous 12 months of employment. (This does not necessitate 12 months at level 2, the previous 12 months may be at a combination of levels)

The employee shall be fully conversant with Delta EMD systems of work and equipment and be able to carry out routine fitting work on whole plant as required.

GRADE 3

An ICT to achieve progression to Grade 2A, must satisfactorily complete the following training and achieve a level of competency excepted by the Company for that grade.

All requirements for Grade 2A

Training in Delta EMD Australia site maintenance planning and scheduling methods

Training in analytical troubleshooting

Completion of the Diploma of Mechanical Engineering or course of equivalent or higher standing OR agreed course in TAFE recognised subjects approved by the Company totalling 600 hours.

Satisfactory work performance for previous 12 months of employment. (This does not necessitate 12 months at level 2A, the previous 12 months may be at a combination of levels)

The employee shall be fully conversant with Delta EMD systems of work and equipment and be able to carry out routine fitting work on whole plant as required.

To maintain this grade, the ICT is expected to, on an ongoing basis, update their equipment knowledge and skills as appropriate to the requirements of plant operations and industry expectations. In addition it is a requirement to undertake training as necessary to maintain relevant skills as technology changes.

Leave is reserved to continue to improve and modify these progression requirements, and to adopt them as soon as agreement is reached.

PROGRESSION THROUGH SKILL AND KNOWLEDGE PROGRAM FITTERS

GRADE	BASE	1	2	2A	3
Employee Status	Fully qualified Fitter.	Completed the training within Grade - Base	Completed the training within Grade - 1	Completed the training within Grade - 2	Completed the training within Grade - 3
Summary of Training		<p>Safety & Clearance Systems</p> <p>Maintenance Management System</p> <p>Completed 3 months of mechanical service with Delta EMD Australia with satisfactory work performance</p>	<p>Workcover Dogman Ticket</p> <p>Confined Space training</p> <p>Workcover Bridge & Gantry Crane Driver's Ticket</p> <p>Workcover Forklift Ticket</p> <p>Workcover EWP ticket</p> <p>Fire fighting</p> <p>12 months Delta EMD mechanical employment with satisfactory work performance</p> <p>Industrial First Aid Certificate</p> <p>EMD Process Familiarity</p> <p>Pumps Course</p> <p>Mechanical Seals Course</p> <p>Exempted Persons authorisation (prerequisite 12 months mechanical employment)</p> <p>Basic Welding Course</p> <p>Workcover Intermediate Boiler Certificate</p>	<p>50% completion of the Diploma of Mechanical Engineering or course of equivalent or higher standing</p> <p>OR 300 hours of approved TAFE subjects</p> <p>Satisfactory work performance for previous 12 months</p>	<p>Training in Delta EMD Australia site maintenance planning and scheduling methods</p> <p>Training in analytical troubleshooting</p> <p>Completion of Diploma of Mechanical Engineering or course of equivalent or higher standing OR 600 hours of approved TAFE subjects</p> <p>Satisfactory work performance for previous 12 months</p>
End Result	Fully conversant with basic operation of EMD plant.	Fully conversant with DELTA EMD systems of work and equipment. Able to carry out routine fitting work on whole plant as required.	Fully conversant with DELTA EMD systems of work and equipment. Able to carry out routine fitting work on whole plant as required.	Fully conversant with DELTA EMD systems of work and equipment. Able to carry out routine fitting work on whole plant as required.	Fully conversant with DELTA EMD systems of work and equipment. Able to carry out routine fitting work on whole plant as required.

BOILERMAKERS

The classification of "Industrial Control Tradesperson" (referred to below as "ICT") is the classifications under which boilermaker tradespersons are employed at Delta EMD Australia Pty Limited.

The rates of pay referred to in Clause 27 of the Delta EMD Australia Pty Limited Enterprise Agreement 2003, represent the remuneration applicable to the grades detailed hereunder

Requirements for promotion (applies to all grades)

To be eligible for promotion, the Tradesperson must have satisfied all the requirements of the level to which the employee aspires.

All training courses may be recognised as completed under prior learning knowledge at the discretion of Delta EMD Australia with documentation from the tradesperson to substantiate such experience.

A Company developed competency assessment package will evaluate the model progression of the tradesperson.

A tradespersons work performance will be deemed satisfactory if the most recent Performance Appraisal (within last 12 months) has no more than two ratings of 2 (Unsatisfactory) and no ratings of 1 (Poor) and there is no disciplinary action active.

ACCREDITATION

There are five (5) grades of Boilermakers, which will be described below. Grade - Base is the starting point and Grade 3 is the highest grade.

All training courses may be recognised as completed under prior learning knowledge at the discretion of Delta EMD Australia with documentation from the tradesperson to substantiate such experience.

A Company developed competency assessment package will evaluate the model progression of the tradesperson.

A tradespersons work performance will be deemed satisfactory if the most recent Performance Appraisal (within last 12 months) has no more than two ratings of 2 (Unsatisfactory) and no ratings of 1 (Poor) and there is no disciplinary action active.

GRADE - BASE

A ICT on appointment, will satisfy the following:

Qualified boilermaker with qualifications to NSW TAFE level for Boilermakers or equivalent.

GRADE 1

An ICT to achieve progression to Grade 1, must satisfactory complete the following training and achieve a level of competency excepted by the Company for that grade.

Delta EMD Safety Systems familiarity.

Maintenance Management System (MP2)

Completed 3 months of mechanical service within Delta EMD Australia with satisfactory work performance.

The employee shall be fully conversant with Delta EMD systems of work and equipment and be able to carry out routine boilermaking work on whole plant as required.

GRADE - 2

An ICT to achieve progression to Grade 2, must satisfactory complete the following training and achieve a level of competency excepted by the Company for that grade.

All requirements for Grade 1

Vetab accredited Confined Space Training

Workcover Dogman Ticket

Workcover Bridge & Gantry Crane Driver's Ticket

Workcover EWP ticket

Fire fighting training

Workcover Forklift Ticket

Industrial First Aid Certificate

EMD Process Familiarity

Workcover Intermediate Boiler ticket

Exempted Persons authorisation (Prerequisite 12 months boilermaking employment)

Completed 12 months boilermaking maintenance service within Delta EMD Australia with satisfactory work performance.

The employee shall be fully conversant with Delta EMD systems of work and equipment and be able to carry out routine boilermaking work on whole plant as required.

If an employee has been Grade 1 for 18 months and progression through the training matrix has been delayed due to the inability of the Company to provide the necessary training after requests from the employee with adequate notice, the progression to Grade 2 will occur 18 months after the attainment of Grade 1 level, on the understanding that the employee must complete the necessary training when organised and provided that all other requirements are met.

GRADE - 2A

An ICT to achieve progression to Grade 2A, must satisfactory complete the following training and achieve a level of competency excepted by the Company for that grade.

All requirements for Grade 2

Plastic Welding

Fifty percent (50%) completion of Fabrication and Welding - Advanced Certificate OR Higher Mechanical Engineering Trade Certificate IV (basic fitting) course OR agreed course in TAFE recognised subjects approved by the Company totalling 300 hours.

Satisfactory work performance for previous 12 months of employment. (This does not necessitate 12 months at level 2, the previous 12 months may be at a combination of levels)

The employee shall be fully conversant with Delta EMD systems of work and equipment and be able to carry out routine boilermaking work on whole plant as required.

GRADE - 3

An ICT to achieve progression to Grade 3, must satisfactorily complete the following training and achieve a level of competency expected by the Company for that grade.

All requirements for Grade 2A

Training in Delta EMD Australia site maintenance planning and scheduling methods

Completion of Fabrication and Welding - Advanced Certificate OR Higher Mechanical Engineering Trade Certificate IV (basic fitting) course OR agreed course in TAFE recognised subjects approved by the Company totalling 600 hours.

Satisfactory work performance for previous 12 months of employment. (This does not necessitate 12 months at level 2A, the previous 12 months may be at a combination of levels)

The employee shall be fully conversant with Delta EMD systems of work and equipment and be able to carry out routine boilermaking and fitting work on whole plant as required.

To maintain this grade, the ICT is expected to, on an ongoing basis, update their equipment knowledge and skills as appropriate to the requirements of plant operations and industry expectations. In addition it is a requirement to undertake training as necessary to maintain relevant skills as technology changes.

Leave is reserved to continue to improve and modify these progression requirements, and to adopt them as soon as agreement is reached.

**PROGRESSION THROUGH SKILL AND KNOWLEDGE PROGRAM
BOILERMAKERS**

GRADE	BASE	1	2	2A	3
Employee Status	Fully qualified Boilermaker	Completed the training within Grade - Base	Completed the training within Grade - 1.	Completed the training within Grade - 2A	Completed the training within Grade - 3
Summary of Training		<p>Safety & Clearance Systems</p> <p>Maintenance Management System</p> <p>Completed 3 months of mechanical service with Delta EMD Australia with satisfactory work performance</p>	<p>Confined Space Training</p> <p>Workcover Dogman Ticket</p> <p>Workcover Bridge & Gantry Crane Driver's Ticket</p> <p>Workcover Forklift Ticket</p> <p>Workcover EWP ticket</p> <p>Fire fighting training</p> <p>12 months Delta EMD employment with satisfactory work performance</p> <p>Exempted Persons authorisation (prerequisite 12 months boilermaking employment)</p> <p>Industrial First Aid Certificate</p> <p>EMD Process Familiarity</p> <p>Workcover Boiler Intermediate Certificate</p>	<p>Plastic Welding</p> <p>50% completion Advanced Certificate of Fabrication & Welding or Higher Mechanical Engineering Trade Cert IV course OR 300 hours of approved TAFE subjects</p> <p>Satisfactory work performance for previous 12 months</p>	<p>Training in Delta EMD Australia site maintenance planning and scheduling methods</p> <p>Completion of the Advanced Certificate of Fabrication & Welding or Higher Mechanical Engineering Trade Cert IV course OR 600 hours of approved TAFE subjects</p> <p>Satisfactory work performance for previous 12 months</p>
End Result	Fully conversant with basic operation of EMD plant.	Fully conversant with DELTA EMD systems of work and equipment. Able to carry out routine boilermaking work on whole plant as required.	Fully conversant with DELTA EMD systems of work and equipment. Able to carry out routine boilermaking work on whole plant as required.	Fully conversant with DELTA EMD systems of work and equipment. Able to carry out routine boilermaking work on whole plant as required.	Fully conversant with DELTA EMD systems of work and equipment. Able to carry out routine boilermaking and fitting work on whole plant as required.

6. TRAINING & DEVELOPMENT

Delta supports its employees to improve their skill levels through tertiary education providing the study is beneficial to the operations of the Company. All maintenance employees are encouraged to complete tertiary education required to progress through the grades.

Payment for Tertiary Education

Course fees will be reimbursed on successful completion of each semester subjects/s. Reimbursement of fees will require all associated receipts and subject result notification being supplied to the Company.

Time off during Rostered Work Hours

Time off during rostered work hours shall not exceed more than four (4) hours per week and is subject to:

The time off during rostered work hours shall be no more than hours of attendance outside of rostered hours (ie after hours attendance must be 50 % of more of the total hours of attendance).

No payment will be made for attendance outside of rostered hours.

Employees wishing to undertake additional training must seek approval from the Maintenance Superintendent. A formal acceptance or rejection will be prepared for each request indicating the support or otherwise the Company is prepared to offer.

7. REVIEW OF GUIDELINE

The parties to this agreement agree to review it on an ongoing basis If any disputes arise relating to this agreement Clause 21 of the Agreement "Procedure for resolving claims and disputes" shall be used.

Position Description
26-Aug-04

Delta EMD Australia Pty Limited



Position title: Shift Team Leader

Purpose: To effectively lead a shift production team to achieve the Operations Department Business Goals. This is a "hands-on" position with the Shift Team Leader being an active member of the crew.

Reports to: Production Superintendents

Key result areas:

- Plant Operator
- Safety and Environment
- Production volumes and efficiencies
- Product Quality
- Planning & Communication
- Process Improvement
- Employee Performance & Development

Key accountabilities:

- *Plant Operator*
Undertake the duties of a Plant Operator as required to meet the needs of the business as described in the Shift Plant Operator Position Description.

- *Safety and Environment*
To take an active role in safety management on site and achieve site

safety goals. This will be achieved by:

- Ensuring that site safety standards and procedures are adhered to by all personnel on site.
 - Stopping any work on site that is not being conducted safely.
 - Conducting routine audits of tasks and activities.
 - Addressing any hazards reported or found on site.
 - Reporting and being involved in the investigation of any incidents and accidents.
 - Running a toolbox meeting at the start of each shift with shift crew to communicate important safety information.
 - Acting as Emergency Site Controller when required.
 - Ensure that the crew performs housekeeping and the workplace is kept safe & tidy.
 - Ensure safety checklists are performed.
- Ensure that the plant operates within the EPA licence at all times and that any incidents or breaches are reported immediately.

Product Volumes & Efficiencies

- To ensure that that the Operations Department Business Plan and individual Daily Area plans are implemented as required for the entire site.
- To effectively utilise First Level Maintenance and team numbers within the shift crew to maintain quality production and efficiency with the minimum number of call-outs for maintenance assistance.
- With the team identify plant bottlenecks and process problems and initiate corrective action.
- Ensure that KPIs and process parameters are monitored by the shift crew and any problems corrected to maximise efficiency of the process.
- Operate the plant as a member of the shift crew.

Product Quality

- Ensure that all product meets the customer (both internal & external) requirements and that systems in place are followed to ensure the conformity of the product to requirements and standards.
- Ensure that all samples are taken as required.
- To ensure that areas of responsibility meet EPA requirements. To ensure that all residue transported to Kooragang Island disposal is stabilised and meets EPA requirements for disposal.
- To carry out plant trials at suggested operating conditions from the Production Superintendents to assist in development of new and improved products for customers.
- Ensure compliance by shift crew to the quality assurance program.

Planning & Communication

- In conjunction with Maintenance Supervisors, Production Superintendents and Utility Operator responsible for work permits and isolations, effectively plan maintenance downtime and shutdowns to efficiently perform maintenance work on the plant.
 - Ensure that effective reporting of process incidents/ issues /delays /KPIs and equipment issues is recorded in the Production Reporting System.
-

- Reporting must be sufficiently detailed to allow for no Weekend Duty Superintendent coverage.
- Have a detailed handover at each shift change with other team leaders to effectively communicate plant status.
- Attend Operations Morning Meetings when on Mon-Friday Dayshift and plant activities allow.
- Organise callouts to maintenance personnel and contractors in the case of a breakdown that requires maintenance assistance.
- Organise callouts to shift operators to cover vacancies in the crew as required.

Process Improvement

- To identify and assist with initiation of projects to improve operating efficiencies, eliminate plant bottlenecks, and reduce costs.
- To assist with implementation of projects developed with either the Engineering or Technical Department.

Employee Performance & Development

- Develop and lead a high performance team to achieve site performance targets.
- Perform and/or coordinate the "on-the-job" training of crew members as they learn new skills and maintain existing ones.
- To be responsible for the performance of all employees in shift crew.

In conjunction with Production Superintendents:

- Provide recognition and reward to employees for high performance.
- Ensure that training programs for individual employees are achieved.
- To carry out counselling as required.
- To be responsible for the organisation and control of annual leave, long service leave and training

Skills and development:

Qualifications:

- Desired - qualifications in either engineering, chemistry or metallurgy.

Experience:

- 5 years in production role within heavy industry

Personal attributes:

- Ability to be able to manage and work through people
- Proven Performance in plant operations

Level of authority:

- Able to authorise use of contractors to assist with Production Operations
- Able to authorise callouts of maintenance tradespersons.



Position title:	Shift Plant Operator
Purpose:	To safely and efficiently operate the Plant, within all statutory requirements to meet specified targets
Reports to:	Production Superintendent
Key result areas:	<ul style="list-style-type: none">• Plant Operation• Product Quality• OHS&E• Plant Maintenance• Plant Efficiencies• Plant Improvement• Specific Plant Responsibilities
Key accountabilities:	<p><i>Plant Operation</i></p> <ul style="list-style-type: none">- To operate the plant according to SOPs, JSAs, PSIs, Plans and Company instructions- To perform equipment isolations, issue permits and clearances as required.- To use FEL, F/L, Cranes and other vehicles as necessary- To effectively communicate with other operators and during meetings- To complete checklists and follow-up tasks, to prepare shift and other reports as required- To record data manually and electronically as required- Troubleshoot and solve problems affecting the Plant- To enter and pursue Work Orders following the agreed guidelines- Carry out the Required equipment care tasks and follow up actions <p><i>Product Quality</i></p> <ul style="list-style-type: none">- Ensure product meets the specified requirements- Liaise with Production Superintendent and Technical Personnel in improving Product Quality- To collect, analyse and report on samples taken and implement corrective action if necessary <p><i>OHS&E</i></p> <ul style="list-style-type: none">- To take an active role in ensuring work carried out is done safely- To report incidents, and play an active role in investigations and follow up actions- To operate all areas of the plant to ensure there are no breaches of the EPA licence- To keep the plant in a tidy condition at all times by maintaining high level of housekeeping- To clean up spills as soon as they occur- To complete Safety and Housekeeping Checklists together with any follow-up actions <p><i>Plant Inspections/Maintenance</i></p> <ul style="list-style-type: none">- Carry out routine inspections of the Plant as required by Maintenance. Report to Maintenance on completion of inspection and identifies items for repair- To work directly with maintenance personnel, and also assist wherever possible

- Keep the plant running eg opening lines and clearing blockages
- To assist with planning shutdowns and altered plant conditions when required
- To work in conjunction with maintenance personnel to minimise down-time in ensuring that plant is kept running
- To carry out the duties of first level maintenance.

Plant Efficiencies

- To assist in improving plant efficiencies by identifying losses, suggesting improvements and assisting in their implementation
- To work in conjunction with other departments in assisting with improvement implementation
- To play an active role in Plant Meetings and their outcomes

Plant Improvements

- Contribute to and assist with the development of plant improvement tasks where necessary
- Work closely with Engineering and Technical Departments in the development and implementation of plant improvement activities
- To undergo required training, and train others individually and in group situations
- To write and update SOPs, SIPs, JSAs and other documentation

Specific Plant Requirements

-
- Operate and control parts of the process as coordinated by the Team Leader. The shift plant operators will work flexibly to achieve the team goals however the centralised control room will be normally manned by one operator (typically a Senior Plant Operator) and the field duties will be conducted by the other operators.
 - The main process activities and requirements are listed below in area groupings.

In the kiln/WWTP area

- Maintain ore, coal, reduced ore and recycle materials in separate stockpiles in ore shed to avoid contamination
- Load ore, coal into hoppers
- Operate & control kiln to required specifications
- Operate & control ball mill to produce specified size distribution for reduced ore
- Adjust the addition of ore to ball mill to maintain ORP in specifications
- Calibrate pH, conductivity meters & other on-line analysis units
- Exchange pH & conductivity probes as required
- Operate and control the make - up of reagents for the site, including NaHS, Filter Aid, Copper Sulphate, Caustic Soda, Lime, Ferric
- Operate and control waste water treatment on site
- Operate and control plant to ensure that quality of water discharged to the Hunter River is within specifications

In the leach area

- Operate & control leach & leach purification process to produce electrolyte to specification
- Operate & control filtration of leach slurries, the repulping of filter cakes with waste water slurries and transfer of residue slurry to Residue Disposal truck.
- Calibrate pH, conductivity meters & other on-line analysis units
- Exchange pH & conductivity probes as required
- Test the electrolyte at various stages of the process

In the cellhouse area

- Receive fresh electrolyte into tank farm
- Operate & control tank farm operations to ensure continuous flow of in specification electrolyte to the cells

- Monitor cell conditions, temperatures, acidities and voltages during the plating process & make adjustments as required
- Repair and replace supply hoses for steam and electrolyte to cells.
- Test electrolyte at various points in the Cell House & tank farm
- Calibrate conductivity meters, pH meters & temperature measuring systems
- Exchange conductivity probes, pH probes & thermocouples as required
- To co-operate effectively with the Production Support Services Team to meet the harvesting and cathode program targets
- To coordinate Cell Maintenance activities to turn around cells in the required period, utilising the Support Services Operators for the cell cleanout
- In conjunction with Support Services Operators, operate and control the cathode cleaning cells by maintaining concentrations and temperatures.
- Operate & control the boiler plant, demineralised water plants

In the Product Finishing area

- Operate & control the product finishing process to ensure that the product meets specification
- To transfer final product to bagging plant, blend and test versus specification.
- To operate and control air compressors
- Test the product & solutions at various points in the process
- Calibrate pH meters & temperature measuring systems
- Exchange pH meters as required

Relief Functions

- Act in the role of Team leader in a relief capacity if required.
- Act in the role of Utility Operator if required.

Position Description
26-Aug-04

Delta EMD Australia Pty Limited



Position title: Utility Operator

Purpose: A dual role: Firstly when on dayshift, assisting the shift crew to operate the plant, coordinating the maintenance department requirements for Work Permit and Isolations with the shift crew on a daily basis and doing project work and secondly to fill gaps in the shift crews as a result of long service leave, illness, workers compensation absences and vacancies

Reports to: Production Superintendent

- Key result areas:**
- Plant Operation
 - Coordination of Work Permit and Isolation Requirements
 - Product Quality
 - OHS&E
 - Plant Maintenance
 - Plant Efficiencies
 - Plant Improvement
 - Specific Plant Responsibilities

Key

accountabilities:

Plant Operation

- To operate the plant according to SOPs, JSAs, PSIs, Plans and Company instructions
- To use FEL, F/L, Cranes and other vehicles as necessary

- To effectively communicate with other operators and during meetings
- To complete checklists and follow-up tasks, to prepare shift and other reports as required
- To record data manually and electronically as required
- Troubleshoot and solve problems affecting the Plant
- To enter and pursue Work Orders following the agreed guidelines
- Carry out the Required equipment care tasks and follow up actions

Coordination of Work Permit and Isolation Requirements

- On a daily basis review the Maintenance plans for the next working on day and determine a plan to most efficiently facilitate all tradespeople and contractors onto Permit to Works with associated isolations. Then a daily basis each morning, coordinate the shift crew to implement the plan. This will involve grouping work tasks in similar areas and then allocating to particular operators.
- To perform equipment isolations, issue permits and clearances as required.

Product Quality

- Ensure product meets the specified requirements
- Liaise with Production Superintendent and Technical Personnel in improving Product Quality
- To collect, analyse and report on samples taken and implement corrective action if necessary

OHS&E

- To take an active role in ensuring work carried out is done safely
- To report incidents, and play an active role in investigations and follow up actions
- To operate all areas of the plant to ensure there are no breaches of the EPA licence
- To keep the plant in a tidy condition at all times by maintaining high level of housekeeping
- To clean up spills as soon as they occur
- To complete Safety and Housekeeping Checklists together with any follow-up actions

Plant Inspections/Maintenance

- Carry out routine inspections of the Plant as required by Maintenance.
- Report to Maintenance on completion of inspection and identifies items for repair
- To work directly with maintenance personnel, and also assist wherever possible
- Keep the plant running eg opening lines and clearing blockages
- To assist with planning shutdowns and altered plant conditions when required
- To work in conjunction with maintenance personnel to minimise down-time in ensuring that plant is kept running
- To carry out the duties of first level maintenance

Plant Efficiencies

- To assist in improving plant efficiencies by identifying losses, suggesting improvements and assisting in their implementation
- To assist in improving plant efficiencies by identifying losses, suggesting improvements and assisting in their implementation
- To work in conjunction with all departments in assisting with improvement implementation
- To play an active role in Plant Meetings and their outcomes

Plant Improvements

- Contribute to and assist with the development of plant improvement tasks where necessary
- Work closely with Engineering and Technical Departments in the development and implementation of plant improvement activities
- To undergo required training, and train others individually and in group situations
- To write and update SOPs, SIPs, JSAs and other documentation

Specific Plant Requirements

When a member of a shift crew

- Complete the duties of Senior Plant Operator or Plant Operator as per classification.

When on dayshift

- Assisting shift crew to operate plant
- Coordinating the Work Permits and Isolations for maintenance.
- Other duties as required eg Projects

Relief Functions

Position Description

26-Aug-04

Delta EMD Australia Pty Limited



Position title: Support Services Operator

Purpose: To safely and efficiently carry out tasks assigned by Production Superintendent for cellhouse harvesting, cell maintenance, cathode refurbishment, product bagging, plant housekeeping and plant assistance.

Reports to: Production Superintendent- Support Services

- Key result areas:
- Cellhouse Services
 - Product Bagging
 - OHS&E
 - Plant Housekeeping
 - Plant Improvements
 - Plant Assistance
-

Key

accountabilities:

Cellhouse Services

- To carry out tasks in the cellhouse as directed by Superintendent such as cell harvesting, cell cleanouts, cathode changes & cathode refurbishment to meet cellhouse services KPI's.
- To carry out manual stripping of anodes, rejecting of damaged anodes and keeping stripping area clean and tidy.
- To use F/L, Cranes and other vehicles as necessary
- To complete checklists and follow-up tasks as required
- To co-operate with the Plant Operators to meet the Area Targets
- To keep cellhouse area and crane clean and tidy
- To update PDRRS database information and ensure its accuracy
- To log work delays in PDRRS database as required

Product Bagging

- To fill, label and store EMD in bulk and 40kg bags as directed by Superintendent to meet product bagging KPI's
- To monitor the operation of the bagging lines and report any problems or damage.
- To collect samples as required.

- To complete checklists and follow-up tasks as required.
- To keep bagging shed clean and tidy.
- To update PDRRS database information and ensure its accuracy
- To log work delays in PDRRS database as required

OHS&E

- To take an active role in ensuring work carried out is done safely.
- To report incidents, and play an active role in investigations and follow up actions.
- To operate plant equipment to ensure there are no breaches of the EPA licence.
- To issue Permits to Work and perform Isolations for tasks on certain pieces of equipment (crane, stripping and bagging plant) after appropriate training & accreditation.
- To keep the plant in a tidy condition at all times by maintaining high level of housekeeping.
- To clean up spills as soon as they occur.
- To wear and keep in a serviceable condition all specialised PPE eg. Racal helmet, harnesses etc

Plant Housekeeping

- Carry out plant housekeeping in areas specified by Superintendent.
- To ensure that a high standard of cleanliness is achieved in completing housekeeping tasks
- To use F/L, FEL and other vehicles as necessary

Plant Improvements

- Contribute to and assist with the development of plant improvement tasks where necessary.
- Discuss with Supt areas of improvement and cost saving

Plant Assistance

- Carry out tasks assigned by Superintendent to assist in the operation of the plant. This assistance to be such as filter cloth changes, filter rebuilds, chip bagging/reclaim, EMD powder reclaim etc.
- Monitor the condition of all tools and equipment used by the support services group and enter work orders to repair any problems.

Relief Functions	-	Level 2 Support Services Operators to work as relief shift operators (Process Operator I level).
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Shift Plant Operator Progression Model

Shift Plant Operators

	Entry Level	Plant Operator I	Plant Operator II	Senior Plant Operator
Requirements for attainment of level	<ul style="list-style-type: none"> • Nil - Starting Position 	<ul style="list-style-type: none"> • Plant Operator I Training Courses • Accreditation in Tasks & Knowledge • Satisfactory work performance for previous 6 months • Minimum 6 months experience at entry level. 	<ul style="list-style-type: none"> • Plant Operator II Training Courses • Accreditation in Tasks and knowledge • Satisfactory work performance for previous 12 months • Minimum 2 years experience at Plant Operator I 	<ul style="list-style-type: none"> • Senior Plant Operator Training Courses • Accreditation in knowledge requirements • Appointed by Production Superintendents to fill a vacancy. • Minimum 2 years experience at Plant Operator II

Classification Training Courses

	Plant Operator I	Plant Operator II	Senior Plant Operator
Safety Health and Environment	<ul style="list-style-type: none"> • Induction • First Aid Training • Fire Fighting • Confined Space • Manual Handling • Site Emergency Plan • Spills Management • Permit System • Switchroom Access • SHSIs 		
Computer	<ul style="list-style-type: none"> • Conductor Training • Basic Computer skills • Microsoft Outlook • Production Delay Database • ChemAlert II • MP2 	<ul style="list-style-type: none"> • Microsoft Word 	<ul style="list-style-type: none"> • Microsoft Excel
Miscellaneous	<ul style="list-style-type: none"> • First Level Maint. • Quality Awareness 	<ul style="list-style-type: none"> • Elevated Work Platform (EWP) • Analytical Troubleshooting 	<ul style="list-style-type: none"> • Train small groups • Plan, Conduct & Review Assessments • TAFE Training

Tasks and Knowledge Accreditation

	Plant Operator I	Plant Operator II	Senior Plant Operator
Task Documentation	Specific Tasks Eg <ul style="list-style-type: none"> • Filling Ore / Coal bins • Sampling • Checking & adjusting flows & temperatures in cellhouse • Kiln Checks • Dropping Leach Filter • Making up reagents • Boiler Checks • Air Compressor Checks 	All SOPs, WI, JSAs.	
Technical Training	Process Fundamentals	EMD Plating Demin Plant Operation Kiln Reduction WWT + Reagents EMD Grinding & Washing EMD Neutralising & Drying Leach Chemistry Sulphiding H2S Extraction System	EMD Technology
Specific Skills	Forklift Bridge & Gantry Crane FEL Boiler Ticket	Able to operate the plant from the centralised control room.	

Sequence for Operator Progression

- 1) The person commences learning new tasks & process information with buddy-buddy training.
- 2) The person is then assessed to determine if they are competent to complete the tasks by himself or herself. This is the competency check. (For the Senior Plant Operator and Team Leader position there is one combined competency / accreditation check).
- 3) The person then spends a minimum of 6 months performing the tasks before they can seek accreditation. (A person can ask for more time before the accreditation test if they require it.) The company will endeavour to complete the accreditation check within 2 months of a request (the request can only be made after the minimum 6 months solo experience). If the company cannot provide the accreditation check within the 2 month period any subsequent payrise associated with that accreditation check will be effective from a date 2 months after the request, provided that all other requirements were met on that date.
- 4) Person is then assessed to determine if they can demonstrate sufficient knowledge and skill in that task. This is the accreditation check. It is at this point, that people will get their level change if they meet all other requirements.

Competency Check

This will be normally be conducted by the Production Superintendent or Training Superintendent. The purpose of this check is to confirm that a person has sufficient knowledge and skills to complete the necessary tasks or operate the plant safely and efficiently on their own. The check will concentrate on the following main points:

Understanding of the Process

Hazards and Safety Controls

Equipment knowledge

Standard Isolation Procedures

SOPs

Work Instructions

Skills (FEL, Boiler, Crane).

Operation of Plant Equipment

Maintenance tasks that fall within the scope of first level maintenance

Understanding of quality critical parameters

Interaction with other parts of the plant.

The operator is not expected to know everything, however the person must be competent to complete the task or operate the process safely and efficiently.

A person not exhibiting sufficient knowledge and skills at the time of the competency check, will be advised of the particular areas of concern and be advised to continue training for 2 weeks before re-testing.

Accreditation Check

This will be normally be conducted by the Production Superintendent or Training Superintendent. The purpose of this check is to confirm that a person has sufficient knowledge, skills and experience to be considered fully

trained in all operational aspects of that task or process. The check will confirm a better understanding is evident in those points reviewed in the competency check and that the following is true:

Sufficient knowledge to train others

Significant experience in the operational and equipment issues in the area

Significant experience in shutdown activities (Plant Operator II & higher)

Advanced troubleshooting skills in that area (Plant Operator II & higher)

Able to contribute as part of capital project and preventative maintenance teams (Plant Operator II & higher)

The operator is expected to be able to run the plant efficiently and achieve a high level of performance.

A person not displaying the required level of aptitude at the time of the accreditation check, will be advised of the particular areas of concern and be advised to continue operating for a 3 months period before re-testing.

Minimum Level

All plant operators (shift) are expected to attain Plant Operator II as a minimum. At this level a person can operate all areas of the plant and this represents the minimum long-term sustainable position with regards to call-in coverage and plant flexibility. Operators, who fail or decline to attain Plant Operator II, may have their employment position reviewed.

Transitional Arrangements

Operators who have Level 4 or higher under the old progression model, will be allowed to reach Level 6 under the old progression model. Operators who have Level 3 or lower will retain the same level and remuneration however will train for the Plant Operator I or Plant Operator II position. Before advancing to a higher level in the new system the person must have completed all the requirements for the higher level (and all the lower levels) in the new system. (For some of the basic requirements a person may be given exemptions based on assumed knowledge).

TAFE Training

There are two methods of satisfying the TAFE Training requirement.

A) Certificate 1 in Process Plant Skills (~140hrs) - (Only offered if sufficient demand exists)

OR

B) A selection of modules from certain TAFE training areas. (The total TAFE hours to be equal to be 140 hours).

The TAFE training areas and typical Modules are shown in the attached list. It is intended that people will select subjects from a range of training areas. Therefore no more than 30 % of hours can be from one training area. Other subjects can be substituted for those listed, with the prior approval of the Production Manager.

Prior learning at TAFE will be recognised up to a maximum of 42 hours. For example a person with a mechanical trades background would be exempted the maximum 42 hours and there would only be required to study for an additional 98 hours, however this training would have to be selected from areas other than mechanical trades.

Attached is a list of modules

Arrangements for attending TAFE Training

The company will pay the course fees and textbooks for the training. Time spent at TAFE for lectures, classes and tutorials outside the rostered shifts will be done on the person's own time and will not be paid. Where TAFE training lectures, classes and tutorials conflict with a person's normal working hours (as per the roster) then the person will be allowed to attend TAFE training, if manning levels allow, up to a maximum of 4hrs per week. In the event, that manning levels do not allow a person to attend TAFE training then the Production Superintendent is to be contacted prior to the TAFE training day to review the situation and develop a solution so that the person can attend TAFE. The time off during rostered work hours shall be no more than hours of attendance outside of rostered hours (ie after hours attendance must be 50 % or more of the total hours of attendance).

Support Services Operator Model

Support Services Operators - Model

	Entry Level	Level 1	Level 1A	Level 2
Requirements for attainment of level	<ul style="list-style-type: none"> Nil - Starting Position 	<ul style="list-style-type: none"> Level 1 Training Courses Accreditation in Tasks and knowledge for Level 1. Satisfactory work performance for previous 6 months 	<ul style="list-style-type: none"> Level 1A Training Courses Accreditation in Tasks and knowledge for Level 1A. Satisfactory work performance for previous 12 months. Authorised Person Status for harvesting & bagging. 	<ul style="list-style-type: none"> Appointed by Production Superintendents to fill a (vacancy Capped at 3). Level 2 Training Courses Authorised Person Status for one plant area. Accreditation in Tasks and knowledge Satisfactory work performance for previous 12 months
Requirements after attainment of level	<ul style="list-style-type: none"> Induction 			

Notes:

- 1) The normal progression would be through the levels whereby people would be expected to be level 1A to be considered for a level 2 position however with the transition to the new structure the people initially selected for level 2 may come from Level 1.

Training Courses

	Level 1	Level 1A	Level 2
Safety Health and Environment	<ul style="list-style-type: none"> • Industrial First Aid • Fire Fighting • Confined Space • Manual Handling • Site Emergency Plan • Spills Management • Switchroom Access • SHSIs, Safety Procedures, SOPs and JSAs • Chemical Awareness • Safety Training Modules 	<ul style="list-style-type: none"> • Work Permits (Authorised Person Status for limited areas). 	<ul style="list-style-type: none"> • Work Permits (Full Authorised Person Status for one area)
Computer	<ul style="list-style-type: none"> • Basic Computer skills • Microsoft Outlook • Production Reporting System (Limited to Bagging) • ChemAlert II • MP2 	<ul style="list-style-type: none"> • Production Reporting System (Harvesting) 	<ul style="list-style-type: none"> • Production Reporting System (Full)
Miscellaneous	<ul style="list-style-type: none"> • First Level Maint. • Quality Awareness 		

Task and Knowledge Accreditation

	Level 1	Level 1A	Level 2
Area SOPs, W.I.s, SHSIs	<p>Housekeeping</p> <p>SHSIs and JSAs relating to Housekeeping</p> <p>Plant Assistance SOP's, SHSI's, JSAs, relating to Leach Cloth changes, Sulphide Filter re-builds, Product reclaim (powder and chip), Confined Space work, Maintenance assistance, General assistance.</p> <p>Bagging SOPs SHSI's JSAs Bagging and basics of 40 kg bagging relating to Bulk</p> <p>Cathode Refurbishment JSAs relating to cathode refurbishment.</p>	<p>Cellhouse</p> <p>SOPs, SHSIs and W.I.s relating to Harvesting, Cell Digout JSA and Stripping (400 and 450)</p> <p>40 kg Bagging SOPs SHSI's JSAs relating to 40 kg bagging.</p>	<p>SOPs, SHSIs, JSAs for Specific</p> <p>Tasks that comprise the duties for Process Operator I</p>
Technical Training			Process Fundamentals
Specific Skills	Forklift FEL Confined Space	Bridge & Gantry Crane	Boiler Ticket

Sequence for Operator Progression

- 1) The person commences learning new tasks & process information with buddy-buddy training.
- 2) The person is then assessed to determine if they are competent to complete the tasks by himself or herself. This is the competency check.

Timetable for Progression

The Company agrees that the training and competency assessment for the limited Authorisation Person status for limited areas, that is part of Level 1A, will be available no later than 12 months into the Agreement provided that the issues surrounding the issuing of Permits to Work for a single area being written by multiple people are resolved through the OH&S committee before that time.

Training in the various tasks and knowledge areas will be based on the needs of the business however a program to allow people to develop their skills and progress through the grading model, up to level 1A, will be developed by the Support Services Superintendent in consultation with the workgroup.

Competency Check

This will be normally be conducted by the Production Superintendent or Training Superintendent. The purpose of this check is to confirm that a person has sufficient knowledge and skills to complete the necessary tasks efficiently on their own. The check will concentrate on the following main points:

Understanding of the Process

Hazards and Safety Controls

Equipment knowledge

Standard Isolation Procedures (Level 1A)

SOPs

Work Instructions

Skills (Forklift, Crane).

Operation of Plant Equipment

Maintenance tasks that fall within the scope of first level maintenance

Understanding of quality critical parameters

Interaction with other parts of the plant.

A person not exhibiting sufficient knowledge and skills at the time of the competency check, will be advised of the particular areas of concern and be advised to continue training for 2 weeks before re-testing.

Minimum Level

All Support Services operators are expected to attain Level 1A.

Transitional Arrangements.

Operators who have Level 1 will remain at Level 1 until they meet the requirements of Level 1A.