

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/1

**TITLE: Australian Cement Holdings Pty Ltd Kandos Enterprise Development Agreement 2004**

**I.R.C. NO:** IRC4/5864

**DATE APPROVED/COMMENCEMENT:** 14 October 2004 / 14 October 2004

**TERM:** 26

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/168.

**GAZETTAL REFERENCE:** 28 January 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 50

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Australian Cement Holdings Pty Ltd, located at Jamieson Street, Kandos, NSW 2848, engaged in, or in connection with, the manufacture and distribution of cement and cementitious products, who fall within the coverage of the Cement Industry (State) Consolidated Award

**PARTIES:** Australian Cement Holdings Pty Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers Union, New South Wales

# **AUSTRALIAN CEMENT HOLDINGS PTY LTD, KANDOS ENTERPRISE DEVELOPMENT AGREEMENT, 2004**

## **Title**

This Agreement shall be known as the Australian Cement Holdings Pty Ltd, Kandos Enterprise Development Agreement, 2004.

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## **PART A**

### **AGREEMENT FORMALITIES**

#### **1. Application and Incidence of Agreement**

This Agreement shall apply to all employees of Australian Cement Holdings Pty Limited (referred to in this Agreement as the "Company", "Australian Cement" or "Australian Cement Kandos") who are engaged in or in connection with the manufacture and distribution of cement and cementitious products at the Company's operations at Kandos and who fall within scope and incidence of the Cement Industry (State) Award.

#### **2. Parties Bound**

This Agreement applies to and is binding on:

Australian Cement Kandos;

The Australian Workers' Union, New South Wales;

Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union, New South Wales Branch;

Electrical Trades Union of Australia, New South Wales Branch; and

all employees of Australian Cement who are engaged in or in connection with the manufacture and distribution of cement and cementitious products at the Company's operations at Kandos, whether or not a member of any of the above Unions, who fall within the scope and incidence of the Cement Industry (State) Award.

#### **3. Use as a Precedent**

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

#### **4. Date and Period of Operation**

This Agreement shall take effect from the beginning of the first pay period commencing on or after the date this Agreement is approved under the provisions of the NSW *Industrial Relations Act* 1996 and shall remain in force until 30th June 2006.

#### **5. Relationship to Parent Award**

This Agreement replaces and rescinds the Australian Cement Holdings Pty Ltd, Kandos Enterprise Development Agreement 2002 (the "2002 Enterprise Agreement").

This Agreement shall be read and interpreted in conjunction with the NSW Cement Industry (State) Award, provided that where there is any inconsistency between that Award and this Agreement, this Agreement shall take precedence to the extent of the inconsistency.

Local agreements listed in Appendix 1 form part of this Agreement.

#### **6. Aims of the Agreement**

This Agreement represents the negotiated and agreed intentions of the parties to:

establish a framework for achieving ongoing productivity improvements in the company;

provide a method for employees to assess how their contribution impacts on the performance of the company, and

provide a mechanism whereby employees are rewarded for their contribution to improve performance of the company.

Improvements in productivity will be achieved by increasing the effectiveness and efficiency of the Kandos operations, while maintaining, or improving, the quality of services provided.

It is the objective of the parties to this Agreement to implement workplace practices so as to provide for more flexible working arrangements, which improve the efficiency and productivity of the industry, enhance skills and job satisfaction and assist positively in ensuring that Australian Cement Kandos becomes a more efficient enterprise.

The parties agree that the objectives of this Agreement are to facilitate:

- a) flexible working hours; flexible working arrangements;
- b) workplace productivity;
- c) the development and maintenance of the most productive and harmonious working relationship obtainable.

The parties also agree that the objectives will not be limited to the measures set out at sub clause a) to c). It is recognised that an important factor in reaching the above objectives is the development of a working environment where all parties are involved with the decision making process. Both management and employees are committed to cooperating positively to implement work practices that are flexible and meet the requirements of Australian Cement Kandos.

## **7. New Employees**

The parties agree that any employee who is engaged by the employer during the term of this Agreement will become bound by the Agreement. The new employee shall, as from the date of employment, be entitled to all benefits and be bound by all obligations, under this Agreement.

## **8. Agreement to be Displayed**

Copies of this Agreement shall be displayed in places readily visible and accessible to all employees covered by the Agreement.

## **9. Workplace Consultative Committee**

A consultative committee will be maintained for the life of this Agreement, which will be of equal representation of employer and employee(s). Employee representatives will be elected from and represent the following areas:

- 1 x Limestone Mine
- 1 x Electrical
- 1 x Mechanical
- 1 x Day Process
- 2 x Shifts

Other employees may attend meetings when issues being discussed pertain to areas of their involvement.

This committee shall be a forum for open discussion and shall meet at set monthly intervals with additional meetings on an as required basis.

The Workplace Consultative Committee charter will be annually reviewed to ensure authenticity.

## 9.1 Role of the Workplace Consultative Committee

Consistent with the aims of the Agreement in Clause 6, the Workplace Consultative Committee will oversee and support activities that will:

Increase the competitiveness of Australian Cement Kandos and its products, to best practice.

Increase the quality of working life for all Australian Cement Kandos employees particularly in the areas of job design, skill formation, training and the working environment both physical and mental.

Improve productivity and efficiency of Australian Cement Kandos and job security.

Ensure that employees are able to work in a cooperative atmosphere in which the worth, dignity and skills of each individual within the company are respected and appreciated.

Ensure enterprise plans complement overall corporate strategies, introduction of new technology, employee training, redesign of work, etc.

Monitor and support systems that are currently in place and look at systems to be introduced. It will also be used as a means for discussing proposed changes to work systems.

## 10. Definitions

### 10.1 Employees

An employee is a person directly employed by Australian Cement Holdings Pty Ltd.

### 10.2 Contract Labour

"Contract Labour" refers to any person not directly employed by Australian Cement Holdings Pty Ltd but by a contractor who has an agreement to carry out work or provide labour at Australian Cement Kandos. The use of contract labour is dealt with by the Contractor's Agreement.

### 10.3 Casual Employee

A "casual employee" is a person employed for intermittent work which does not have a guarantee of a full week's work each week nor an ongoing employment relationship. Pay rates are given in Part C - Remuneration. All appointments are to be appropriately recorded specifying all relevant details, eg commencing and completion dates.

### 10.4 Part Time Employees

A part time employee is a person who is employed for less than an average of 38 ordinary working hours per week.

### 10.5 Temporary Employment

Temporary employment is employment of either a full time, part time or casual basis for a specified period or project.

### 10.6 Annualised Salary

This is the method of paying employees an all-inclusive salary rather than paying base wages with separate payments for overtime and other allowances and penalties etc.

## **PART B**

### **CLASSIFICATION AND CAREER PROGRESSION**

#### **11. Classifications**

The skills required in the workplace are broadly grouped under the following headings. Employees working under these classifications will work in any or all of these areas to the extent of their training, skills and qualifications.

##### **11.1 Workplace Skills and Activities**

The following are examples of workforce skills/activities which employees will be asked to use/perform. No one shall be asked to perform any of these activities without adequate training.

Examples are:

- Communication Skills
- Occupational Health and Safety
- Production and Process
- Product Despatch
- Quarrying and Transport
- Materials Handling
- First Line Minor Maintenance
- Complete Maintenance
- Problem Solving/Team Skills
- Quality Sampling/Testing
- Instructing and Training
- Supervision
- Specialist Skills
- General Duties

Codes used in classification structures refer to the Kandos Quality System eg TP = Training Plan. KA-TP-203 for example refers to the KA (Kandos) TP (Training Plan) 203 (Document number for Industrial Clean Module).

##### **11.2 Utilisation of Skills**

Employees shall be employed to carry out such duties as may be directed by Australian Cement Kandos from time to time subject to the limits of their skills, competence and training within their work classification.

Any employee may at any time carry out such duties and use such tools and equipment, within their classifications, as may be directed by Australian Cement provided that the employee has been properly trained in the use of such tools and equipment.

Any direction given by Australian Cement Kandos in accordance with any of the above shall be consistent with their obligations under the NSW Occupational Health and Safety Act 2000.

Disputes arising in relation to the operation of this clause shall be dealt with in accordance with Clause 45 Disputes/Grievance Procedure following prior consideration of the issue in accordance with the consultative mechanism in Clause 9.1.



### Operations Employee Grade 2

Pre-requisite for commencing Grade 2 skills is to complete Grade 1 induction.

Skill	Code	On the Job Points	Off the Job Points
Mobile Equipment	KA-TP-201	20	
Industrial Vacuum Cleaner	KA-TP-202	10	
Industrial Cleaning	KA-TP-203	10	
Specialised Cleaning	KA-TP-204	20	
Environment Control	KA-TP-207	10	
Bulk Train Loading	KA-TP-210	20	
First Line Maintenance	KA-TP-213	10	
Siding Maintenance	KA-TP-212	10	
Lubrication	KA-TP-214	20	
Store Relief	KA-TP-215	10	
Team Skills	N/A	10	
Certificate I in Manufactured Mineral Products	N/A		140

### Operations Employee Grade 3

Pre-requisite for commencing Grade 3 skills is to complete 140 points on and 140 points off the job in the Grade 2 list.

Skill	Code	On the Job Points	Off the Job Points
Truck Licence MR	KA-TP-301	40	
Front-end Loader	KA-TP-302	40	
Fork Lift/Skid Steer	KA-TP-303	40	
Tractor Operations	KA-TP-308	20	
Stock Control	KA-TP-310	20	
Team Skills	N/A	20	
Certificate II in Manufactured Mineral Products	N/A		140
Store	KA-TP-217	40	

### Operations Employee Grade 4

Pre-requisite for commencing Grade 4 skills is to complete 140 points on and 140 points off the job in the Grade 3 list.

Skill	Code	On the Job Points	Off the Job Points
Team Skills	N/A	20	
Truck Licence HC		80	
Central Control Assistant	KA-TP-312 KA-TP-313 KA-TP-314	80	
Certificate III in Manufactured Mineral Products	KA-TP-403		140

### Operations Employee Grade 5

Pre-requisite for commencing Grade 5 skills is to complete 240 points on and off the job in the Grade 4 list and be a continuous shift employee.

Skill	Code	On the Job Points	Off the Job Points
Team Skills	N/A	20	
Central Control Quality	KA-TP-401	80	

Certificate IV Manufactured Mineral Products	N/A		140
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### Operations Employee Grade 6

Pre-requisite for commencing Grade 6 skills is to complete 240 points on and off the job in the Grade 5 list.

Skill	Code	On the Job Points	Off the Job Points
Team Skills	N/A	20	
Integrated Plant Management System	N/A	40	
Plant Inspection	NA	40	
Central Control Operator	KA-TP-501	80	

### Operations Employee Grade 7

Pre-requisite for commencing Grade 7 skills is to complete 180 points on and off the job in the Grade 6 list and have 12 months experience as a CCO Grade 6 level.

Skill	Code	On the Job Points	Off the Job Points
Certificate IV in Assessment and Workplace Training			

### Limestone Mine Operations Employee Grade 2

Pre-requisite for commencing Grade 2 skills is to complete Grade 1 induction.

Skill	Code	On the Job Points	Off the Job Points
Crusher Operations	KA-TP-003	20	
Small Truck	KA-TP-007	10	
Industrial Cleaning	KA-TP-203	10	
Hiab Vehicle Operations	KA-TP-005	20	
Environment Control	KA-TP-207	10	
First Line Maintenance	KA-TP-213	10	
Shotfirer Assistant	KA-TP-006	30	
Lubrication	KA-TP-214	20	
Team Skills	N/A	10	

### Limestone Mine Operations Employee Grade 3

Pre-requisite for commencing Grade 3 skills is to complete 140 points on and 140 points off the job in the Grade 2 list.

Skill	Code	On the Job Points	Off the Job Points
Water Truck Operations	KA-TP-004	20	
Haulage Truck	KA-TP-010	20	
Fork-lift	KA-TP-303	40	
Grader Operations	KA-TP-012	20	
Drilling Operations	KA-TP-011	20	
Team Skills	N/A	20	
Extractive Industries Certificate II	N/A		140

### Limestone Mine Operations Employee Grade 4

Pre-requisite for commencing Grade 4 skills is to complete 140 points on and 140 points off the job in the Grade 3 list.

Skill	Code	On the Job Points	Off the Job Points
Team Skills	N/A	20	
Shotfirers Ticket	KA-TP-013	40	TAFE Course 60
Front-end Loader Operations	KA-TP-016	40	
Extractive Industries Certificate III	KA-TP-907		80

### Limestone Mine Operations Employee Grade 5

Pre-requisite for commencing Grade 5 skills is to complete 140 points on and 140 points off the job in the Grade 4 list.

Skill	Code	On the Job Points	Off the Job Points
Team Skills	N/A	20	
Competency Person	N/A	80	
Extractive Industries Certificate IV	N/A		140

### Engineering Employee Electrical Grades

4	5	6	7	8
Base trade or skilled non-trade & the on the job application of the skills	Grade 4 skills plus high voltage, Tickets & 1 approved accredited module and the on the job application of the skills	Grade 4 & 5 skills plus 3 approved accredited modules & the on the job application of the skills.	Grade 4, 5 & 6 skills approved accredited modules & the on the job application of the skills.	Grade 4, 5, 6 & 7 Skills plus 3 approved accredited modules and the on the job application of the skills.

Team training and activities associated with teams will be part of each level ‘on the job’ requirements.

**Engineering Employee Mechanical Grades**

4	5	6	7	8
Base trade or skill non-trade & the on the job application of the skills				
	Grade 4 skills & on the job application of the skills.			
		Grade 4 & 5 Skills plus 3 approved accredited modules & the on the job application of the skills.		
			Grade 4, 5 & 6 Skills plus 3 approved accredited modules & the on the job application of the skills.	
				Grade 4, 5, 6 & 7 Skills plus 3 approved accredited modules and the on the job application of the skills.

Team training and activities associated with teams will be part of each level ‘on the job’ requirements.

11.3 Classification Descriptions

11.3.1 Operations Employees Grade 1

An operations employee Grade 1 is an employee who on commencement of employment will undertake a 40 hour induction program, which includes information on the enterprise, conditions of employment training and career path opportunities, plant layout, Quality Assurance Procedures, introduction to personnel and a major focus on OH & S matters.

An employee at this level will commence structured competency based ‘on and off the job’ training to their relevant area in order to perform the duties of an operations employee Grade 2. (Refer to classification structure).

As training on each ‘on the job’ skill is completed a formal assessment will be conducted to ensure competence has been achieved thus allowing the employee to undertake that task as part of their day to day duties.

An employee at Grade 1 will commence the ‘off the job’ training which is Certificate I in Manufactured Mineral Products (refer to Course Structure).

11.3.2 Operations Employee Grade 2 - Limestone Mine and Process

An operations employee Grade 2 is an employee who has successfully completed the induction training and the ‘on the job’ training and assessments in their relevant area as

per the classification structure. An employee at this level will need to have completed Certificate I in Manufactured Mineral Products.

An employee at Grade 2 will continue the structured competency based 'on and off the job' training to their relevant area to perform duties of an operations employee Grade 3 (refer to Classification Structure).

As training on each 'on the job' skills is completed a formal assessment will be conducted to ensure competence has been achieved thus allowing the employee to undertake that task as part of their day to day duties.

#### 11.3.3 Operations Employee Grade 3 - Limestone Mine, Process and Storeperson

An operations employee Grade 3 is an employee who has successfully completed the 'on the job' training and assessments in their relevant area as per the classification structure. An employee at this level will have completed Certificate II in Manufactured Mineral Products.

An employee at this level at the Limestone Mine will have completed Certificate II in Extractive Industries.

An operations employee Grade 3, including Limestone Mine, will continue the structured competency based 'on and off the job' training as per the classification structure to perform duties of a process employee Grade 4.

As training on each 'on the job' skills is completed a formal assessment will be conducted to ensure competence has been achieved thus allowing the employee to undertake that task as part of their day to day duties.

#### 11.3.4 Operations Employee Grade 4 - Limestone Mine and Process

An operations employee Grade 4 is an employee who has successfully completed the 'on the job' training and assessment in their relevant area as per the classification structure. An employee at this level will have completed Certificate III in Manufactured Mineral Products and for the Limestone Mine employees, Certificate III in Extractive Industries.

To continue the skills structure past Grade 4, an operations employee must become a continuous shift employee.

An operations Limestone Mine employee Grade 4 will continue the structured competency based 'on and off the job' training as per the classification structure to perform duties of an operations limestone mine employee Grade 5.

As training on each 'on the job' skill is completed a formal assessment will be conducted to ensure competence has been achieved thus allowing the employee to undertake that task as part of their day to day duties.

#### 11.3.5 Operations Employee Grade 5 - Process and Limestone Mine

An operations employee Grade 5 is an employee who has successfully completed the 'on the job' training and assessment as per the classification structure and who has completed Certificate IV in Manufactured Mineral Products and for the Limestone mine Certificate IV in Extractive Industries.

An operations employee Grade 5 (excluding the Limestone Mine) will continue the structured competency based 'on and off the job' training as per the classification structure to perform duties of an operations employee Grade 6.

As training on each 'on the job' skill is completed a formal assessment will be conducted to ensure competence has been achieved thus allowing the employee to undertake that task as part of their day to day duties.

11.3.6 Operations Employee Grade 6 - Process

An operations employee Grade 6 is an employee who has successfully completed all the 'on and off the job' training and assessments as per classification structure and who applies all their knowledge and skills as part of their work functions. An Operation employee Grade 6 must commence Certificate IV in Assessment and Workplace Training.

11.3.7 Operations Employee Grade 7 - Process

An operations employee Grade 7 is an employee who has successfully completed all the 'on and off the job' training and assessments as per classification structure and who applies all their knowledge and skills as part of their work functions. An Operation employee Grade 7 must complete Certificate IV in Assessment and Workplace Training.

11.3.8 Mechanical Maintenance Employee Grade 4N

A mechanical maintenance employee Grade 4N is an employee who has successfully completed structured competency based training and who applies their knowledge and skills as part of their day to day duties.

This position will not be filled on cessation of employment of current employees.

An employee at this level is a skilled non-tradesperson who must be capable or as a minimum successfully completed training and assessment for:

tickets to allow them to perform work associated with a forklift, mobile crane;

successfully completed training and assessment for a Class 1 riggers ticket to allow them to perform work associated with the ticket;

successfully completed training and assessment for first line maintenance tasks;

successfully completed training and assessment for plant lubrication tasks;

successfully completing training and assessment associated with housekeeping duties;

successfully completed training and assessment to carry out functions associated with store inventory and stock control including the use of computer keyboards to allow them to perform Store Relief duties.

11.3.9 Mechanical Maintenance Employee Grade 4

A mechanical maintenance employee Grade 4 is an employee who has successfully completed an Engineering/Mechanical Trade course and who applies their knowledge and skills as part of their day to day duties.

An employee at this level may progress to a Grade 5 on the basis of completing the necessary structured competency based training and assessments.

11.3.10 Mechanical Maintenance Employee Grade 5

A mechanical maintenance employee grade 5 is an employee who has completed an Engineering Mechanical Trade Course and who has successfully completed training and assessment to obtain the following tickets:

## Rigger Class 1

Crane Driver 10.2 (minimum)  
Crane Driver Class 24 (fork lift)

As training and assessment has been completed the employee will carry out duties to the level of the training.

An employee at this level may progress to a grade 6 on the basis of completing the necessary structured competency based training and assessment. The training modules for progression to the next level must be approved and accredited:

Approved meaning they are modules that enhance skills required on site at Australian Cement Kandos.

Accredited meaning they, when completed will give the participant a formal qualification eg Statement of Attainment from TAFE.

A module means a program equivalent to a TAFE module of 36 to 40 hours, provided by an Approved Accredited Provider.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

### 11.3.11 Mechanical Maintenance Employee Grade 6

A mechanical maintenance employee Grade 6 is an employee who has completed all the requirements for a Grade 5 and who has completed three approved, accredited modules from the agreed bank of modules.

An employee of this level has the opportunity to progress to the Grade 7 by completing a further three approved and accredited modules from the agreed bank of modules.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

### 11.3.12 Mechanical Maintenance Employee Grade 7

A mechanical maintenance employee Grade 7 is an employee who has completed all the requirements for a Grade 6 and who has completed a further three approved accredited modules from the agreed bank of modules.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

### 11.3.13 Mechanical Maintenance Employee Grade 8

A mechanical maintenance employee Grade 8 is an employee who has completed all the requirements for a Grade 7 and who has completed a further three approved accredited modules from the agreed bank of modules.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

### 11.3.14 Electrical Employee Grade 4N

An electrical maintenance employee level grade 4N an employee who has successfully completed structured competency based training and who applies their knowledge and skills as part of their day to day duties.

This position will not be filled on cessation of employment of current employees.  
An employee at this level is a skilled non-tradesperson who must be capable or as a minimum successfully completed training and assessment for:

tickets and or training and assessment to perform work associated with a forklift or overhead crane;

successfully completed training and assessment for first line maintenance tasks;

successfully completed training and assessment for plant lubrication tasks;

successfully completing training and assessment associated with housekeeping duties;

successfully completed training and assessment to carry out functions associated with store inventory and stock control including the use of computer keyboards to allow them to perform Store Relief duties.

successfully completed training and assessment to carry out basic electrical tasks:

meter reading

lamp changing

cable laying (assist or under supervision)

motor isolation (switches on/off and tags on already stopped motor)

#### 11.3.15 Electrical Employee Grade 4

An electrical maintenance Grade 4 is an employee who has successfully completed an Electrical Trade Course and who applies their knowledge and skills as part of their day to day duties.

An employee at this level may progress to a Grade 5 on the basis of completing the necessary structured competency based training and assessments.

#### 11.3.16 Electrical Maintenance Employee Grade 5

An electrical maintenance employee level Grade 5 is an employee who has completed an Electrical Trade Course of a type approved by the E.E.I.T.C. and who has successfully completed training and assessment to obtain the following:

High Voltage - Safe Working Practices, Access Permit Issuer

Ticket and/or training and assessment for Crane Driver Class 24 (forklift) and overhead crane.

One other approved, accredited module from an agreed module bank.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

An employee at this level may progress to grade 6 on the basis of completing the necessary structured competency based training and assessment:



Approved meaning they are modules that enhance skills required on site at Australian Cement Holdings Kandos.

Accredited meaning they, when completed will give the participant a formal qualification eg Statement of Attainment from TAFE.

A module means a program equivalent to a TAFE module of 36 to 40 hours.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

#### 11.3.17 Electrical Maintenance Employee Grade 6

An electrical maintenance employee Grade 6 is an employee who has completed all the requirements for a Grade 5 and who has completed three approved, accredited modules from the agreed bank of modules.

An employee of this level has the opportunity to progress to the Grade 7 by completing a further three approved and accredited modules from the agreed bank of modules.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

#### 11.3.18 Electrical Maintenance Employee Grade 7

An electrical maintenance employee Grade 7 is an employee who has completed all the requirements for a Grade 6 and who has completed a further three approved accredited modules from the agreed bank of modules.

An employee of this level has the opportunity to progress to the Grade 8 by completing a further three approved and accredited modules from the agreed bank of modules.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

#### 11.3.19 Electrical Maintenance Employee Grade 8

An electrical maintenance employee Grade 8 is an employee who has completed all the requirements for a Grade 7 and who has completed a further three approved accredited modules from the agreed bank of modules.

An employee at this level would apply all knowledge and skills to perform their day to day duties.

Note: Grade 8S is for Australian Cement Kandos. Electrical Maintenance Employees as at 1.07.97 who have completed or need to complete the requirements of an Electrical Maintenance Employee Grade 8 or who have completed the Advanced Certificate of Electro Technology.

### 11.4 Progression/Career Development

All employees will be encouraged and assisted to progress to the highest level personally attainable consistent with the needs of the workplace. When a new employee enters at a high level due to particular skills requirements he/she must familiarise him/herself with the skills required at a lower level within 12 months to ensure full flexibility.

Points for both 'on and off' the job skills have been allocated (refer to classification structure).

On completing 140 points in each grade from the 'on or off' the job list 50% of the level increase will be paid and the remaining 50% on completing the final 140 points.

#### 11.5 Transition Arrangements

Where the adoption of this Agreement creates individual situations where an employee's rate of pay and skill level does not fit the Agreement, the following principles will apply:

- a) No employee will lose pay because of the transition;
- b) Some employees will need to develop additional skills and must do so within 12 months.

### **12. Labour Flexibility**

#### 12.1 Employees shall perform a wider range of functions and duties including work which is incidental or peripheral to their main tasks or functions.

Within their classification, employees shall perform such work as is reasonable and lawfully required of them including accepting instruction from authorised personnel.

Employees shall comply with all reasonable requests to perform relevant work covered by this Agreement.

In carrying out duties, employees shall ensure and take all necessary steps to ensure that the quality, accuracy and completion of any job or task are maintained to the satisfaction of management. Employees shall assist in the measurement of and/or review of work methods and the utilisation of labour under the terms and conditions of this Agreement.

Any direction given by management shall be consistent with the obligations noted in the NSW *Occupational Health and Safety Act 2000*.

#### 12.2 For the purpose of meeting the needs of the industry an employee may be required to work reasonable overtime. This may include work on Sundays and Public holidays at the rate prescribed by this Agreement and unless reasonable excuse exists, the employee shall work in accordance with such requirements.

#### 12.3 For the purpose of meeting the needs of the industry, an employee may be required to transfer from one shift arrangement to another shift arrangement at the rate applicable thereto and unless reasonable cause exist an employee shall transfer in accordance with such requirement.

#### 12.4 Integrated Plant Management System.

Employees of Australian Cement Kandos agree to use the Integrated Plant Management System (in accordance with Sub Clause 12.1).

## **PART C**

### **REMUNERATION**

#### **13. Annualised Salaries**

##### 13.1 Components of the Annualised Salary

The annualised salary system at Australian Cement Kandos contains the following components:

###### 13.1.1 Base

This component is made up of the employee's base hourly rate x 38 hours x 52 weeks. This will vary according to the employee's grade. Also included where appropriate is shift allowance, licence and tool allowance.

#### 13.1.2 Allowance

This is made up of shutdown, call-out and breakdown overtime plus payment for public holidays. These allowances also will vary according to the respective employee's classifications.

### 13.2 Overtime

For the purpose of meeting the needs of the business an employee shall be required to work reasonable overtime. This may include work on Sundays and Public holidays at the rate prescribed by this Agreement and unless reasonable excuse exists, the employee shall work in accordance with such requirements.

An amount of overtime has been factored into the annualised salary rate. All employees have a relevant overtime cap. Once an employee reaches that cap they will not be permitted to work any further overtime unless a minimum of 75% of employees in their work group have met their own individual overtime obligations or if no other employees are able to carry out the overtime due to a legitimate reason. Workgroups are defined as; continuous shifts; day process; limestone mine process; mechanical maintenance; electrical maintenance; stores; and utilities. If/when that happens, overtime worked over and above the cap will be paid at double time the base hourly rate.

It is expected that all employees will work their share of overtime. The assignment of overtime to an employee shall be based on specific work requirements and will be shared equitably by arrangement. If an employee is absent from work for a legitimate reason eg annual leave, sick leave and returns to work with a large amount of overtime banked up, then mutually satisfiable arrangements will be put in place in order to allow the employee to meet his / her obligations.

As the annualised salary includes paid overtime hours calculated for employees for their respective workgroups, the company will take corrective action with employees who do not share the required overtime hours. Corrective action will be taken on any employee with remaining cap hours exceeding 30 hours above the average of their work group with out a good reason. There will be ongoing monitoring with the Management Team.

Corrective action in the first instance will be the following:

Commencement of the discipline procedure.

The employee at the lowest level of overtime shall make themselves available each work day in case overtime is required.

If an employee is on workers compensation for a period of greater than 7 consecutive days, an average of the overtime worked by their work group in that time will be transferred from their overtime cap and held. In the event that the employee works all of the remaining cap hours they must also work the held hours before they receive additional above-cap payment.

### 13.3 Call-Outs

Employees who are on top of the call-out list are expected to attend all call-outs.

If an employee knows in advance that they are unable to do a call-out when they are at the top of the call-out list, they need to give their leader notice so that alternative arrangements can be made.

When an employee attends a call out, a flag fall of \$50 will be paid.

The payment rate for call outs over the cap will be at double the employee's annualised rate of pay.

#### 13.4 Annual Leave

Annual leave will be paid at the annualised rate.

#### 13.5 Long Service Leave

Long Service Leave will be paid at the annualised rate.

#### 13.6 Superannuation

Benefits will accrue according to the rules of the Superannuation Fund of which the employee is a member.

#### 13.7 Redundancies

Redundancies will be paid at the annualised rate according to the conditions set out in Clause 42.

#### 13.8 No Reduction in Entitlements

During the life of this Agreement Australian Cement Kandos agree not to reduce the entitlements of employees.

### 14. Payments Conditions and Amount

#### 14.1 Payments

The payment conditions and amount are as follow:

14.1.1 Each employee will receive a 3.5% pay increase calculated on their base rate back-dated to 1 January 2004 (where this has not already occurred). In addition, the equivalent of a 0.83% increase has been exchanged for an increased accrual rate for long service leave from 3 months after 15 years to 3 months after 10 years (to mirror the entitlement under the Long Service Leave (Metalliferous Mining Industry) Act as amended, for employees employed at the Limestone Mine).

14.1.2 Each employee will receive a further 4% pay increase, calculated on their base rate, from 1 January 2005.

14.1.3 Each employee will receive a further 2% pay increase, calculated on their base rate, from 1 January 2006.

In making these payments the Company acknowledges and takes into account the changes to employees' duties which have occurred or will occur as a result of flexibilities being implemented.

During the term of this Agreement there will be no further pay increases for employees covered by this Agreement other than the increases provided within the terms of this Agreement.

#### 14.2 Base Pay Rates

Grade (3 Streams)	Current Rate 01/07/2003	New Rate 01/01/2004 3.50%	2nd Pay 01/01/2005 4.00%	3rd Pay 01/01/2006 2.00%
GRADE 1 (P Only)	614.38	635.88	661.32	674.55
GRADE 1 A (P Only)	629.74	651.78	677.85	691.41
GRADE 2 (P Only)	645.10	667.68	694.39	708.28
GRADE 2 A (P Only)	661.23	684.37	711.75	725.98
Grade 3 (P,M & E)	677.36	701.07	729.11	743.70
Grade 3 A (P,M & E)	694.29	718.60	747.34	762.29

Grade 4 (P,M & E)	710.55	735.42	764.83	780.13
Grade 4 A (P,M & E)	728.31	753.80	783.95	799.63
Grade 5 (P,M & E)	746.07	772.19	803.07	819.14
Grade 5 A (P,M & E)	764.73	791.49	823.15	839.62
Grade 6 (P,M & E)	783.38	810.80	843.23	860.10
Grade 6 A (P,M & E)	802.96	831.07	864.31	881.59
Grade 7 (P,M & E)	822.54	851.33	885.38	903.09
Grade 7 A (M & E)	843.11	872.62	907.52	925.67
Grade 8 (M & E)	863.67	893.90	929.66	948.25
Grade 8 A (M & E)	885.27	916.25	952.90	971.96
Grade 8 S (Current E Only)	906.86	938.60	976.15	995.67
* includes site allowance	42.59	44.08	45.84	46.76
(E = Electrical Maintenance, M = Mechanical Maintenance, P = Process, A = Half way point between levels)				

### 14.3 Casual Rates

For each ordinary hour worked, a casual employee shall be paid the hourly equivalent of the appropriate weekly wage prescribed by this Agreement for the work performed, plus an additional 20 percent of that hourly rate.

Such loading is in lieu of public holidays not worked, sick leave, jury service and bereavement leave, prescribed for any other employees under this Agreement. The NSW Annual Holidays Act 1944 provides that a casual employee under this Agreement is entitled to receive an additional 1/12th of the ordinary casual hourly wage rate in lieu of annual leave.

## 15. Tools

- 15.1 Australian Cement Kandos shall provide all necessary power tools, special purpose tools, precision measuring instruments, chisels, hammers, files, spanners (over 13mm bolt size), hack saw blades, steel tapes (over 2 metres), multi grip type of tools (over 300mm), chalk lines and torches. An employee shall replace or shall pay for tools so supplied if lost by his/her negligence.
- 15.2 Except as herein before provided, employees in receipt of tool allowances shall supply all necessary hand tools and measuring instruments.
- 15.3 In the event that employees have to modify one of the above tools for specific tasks (eg cutting or bending a spanner to fit a particular component) then the employee may seek replacement of the original tools to a similar quality at no expense to the employee, similarly if employees lose tools or have them stolen through no fault of their own they may make application to their supervisor for replacement. Each case will be considered on its merit.

## PART D

### HOURS OF WORK

Australian Cement Kandos and its employees agree that there are three fundamental objectives to be considered in determining how an employee's working hours are to be structured under this Agreement:

- a) the most effective production and delivery of service;
- b) the most effective way of servicing the internal and external customer; and
- c) the most effective way of meeting employee's needs for satisfying work, personal development, health and workplace safety.

## 16. Definitions

16.1 Day Employees

Day employees are personnel employed on day shifts from Monday to Friday.

16.2 Shift Employees

Shift employees are personnel who work either a one, two, or three shift system and are not day employees.

eg	5 day	Day Shift Roster
	5 day	Shift Roster
	7 day	Day Shift

16.3 Continuous Shift Employees

Continuous shift employees are those employed for consecutive shifts throughout the twenty-four hours of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

16.4 Continuous Shift Work

Continuous shift work is when at the completion of a shift, a second shift continues to execute the work.

16.5 Consecutive Shift Work

Consecutive shift work is when at the completion of a shift, execution of the work is halted for a period.

**17. Spread of Hours**

17.1 Day Work and Day Shift

Day work and day shift shall commence at a mutually agreed time from 6:00am (0600 hours) to 10:00am (1000 hours) and shall finish at a mutually agreed time from 2:00pm (1400 hours) to 6:00pm (1800hours).

17.2 Afternoon Shift

Afternoon shift shall commence at a mutually agreed time from 2:00pm (1400 hours) to 6:00pm (1800 hours) and shall finish at a mutually agreed time from 10:00pm (2200 hours) to 2:00am (0200 hours).

17.3 Night Shift

Night shift shall commence at a mutually agreed time from 10:00pm (2200 hours) to 2:00am (0200 hours) and shall finish at a mutually agreed time from 6:00am (0600 hours) to 10:00am (1000 hours).

17.4 Permanent Shifts for Maintenance

Should the need arise to introduce permanent shifts for maintenance personnel then separate negotiations will need to be entered into.

17.5 Ordinary Working Hours

Ordinary working hours shall not exceed:

8 hours per day, or

38 hours per week, or

76 hours in 14 consecutive days, or

114 hours in 21 consecutive days, or

152 hours in 28 consecutive days (7 days continuous shift work)

### **18. Time in Lieu**

- 18.1 Where a day or 5 day shift employee is required to work either a public holiday or rostered day off, an alternate day off may be taken subject to their leader's prior approval.
- 18.2 All parties agree to the concept of allowing employees access to time management methods in areas they can control. Some examples are:
- a) being able to start early or finish late to allow for anticipated time off for personal business;
  - b) being able to work through a recognised break or breaks to make up for time lost (late arrival for example);
  - c) greater flexibility in arranging work hours for specific reasons (eg heat wave or early starts).

The period of leave taken in lieu will equate with the period worked (hour worked equals an hours leave, etc) rounded off to the nearest 15 minutes.

It is by mutually developing open ended flexibilities that employees and management can both benefit.

### **19. Part Time Employees**

Through prior consultation it will be possible under agreed circumstances to employ personnel under part time arrangements for specific duties.

### **20. Shift Work**

- 20.1 All employees are engaged on the basis that they may be required to work shifts as required by Australian Cement Kandos.
- 20.2 48 hours notice is required to change a shift employee onto a shift other than the one he/she would ordinarily be rostered to work. In the event of not having this notice then overtime rates will accrue and be recorded until this notice period expires. Local arrangements may supersede this if mutually agreed.
- 20.3 Day employees who transfer to continuous shift work conditions will also be entitled to 48 hours notice as above.
- 20.4 Day employees who become shift employees are entitled to all the rates and accruals as a shift employee.

### **21. Meal and Rest Periods**

Meal breaks are to be taken to minimise disruptions to the work in hand and to increase the productivity and efficiency of each work group. One tea break of 15 minutes is allowed per shift as with a meal break of 20 minutes for shift workers or 30 minutes for day workers. Meals or meal allowances will be provided for:

Continuous shift crews involved in shutdowns/breakdowns.

Maintenance crews involved in lengthy unscheduled overtime.

Day Process crews involved in lengthy unscheduled overtime.

- 21.1 Guidelines

- 21.1.1 Meal breaks (20 minutes for shift workers and 30 minutes for day workers) shall be taken no less than 3 hours and no more than 5 hours from the commencement of work or a previous meal break.
- 21.1.2 Meal allowances or meals shall be supplied after working more than 2 hours of unplanned overtime (notified after completion of previous shift or within 24 hours notice, which ever is the lesser) and every 4 hours after the initial meal break.
- 21.1.3 If planned (notified before the end of the previous shift or more than 24 hours prior to commencement) overtime is cancelled within 24 hours of planned start of the overtime, a meal allowance shall be paid.
- 21.1.4 For the purpose of effecting shutdowns/breakdowns the current agreed meal provisions for continuous shift crews and consecutive shift crews will be as mutually agreed.
- 21.1.5 For the purpose of effecting shutdowns/breakdowns/overtime the current agreed meal provisions for maintenance crews will be as agreed.
- 21.1.6 Meal allowance will be a flat payment of \$12.00.

## 21.2 Rest Periods

At the completion of any shift, a minimum rest period of 10 hours shall apply. Future changes will be explored during the life of this Agreement and will be changed only by mutual consent. Rest period arrangement for process employees to be reviewed at the completion of this Agreement. For the purpose of process employees changing shifts, the period will be 8 hours.

Rest Period applies to employees working scheduled overtime shifts for the purpose of breakdown, shutdown or overhauls - this is inclusive of weekends.

## **PART E**

### **LEAVE**

#### **22. Annual Leave**

All employees are entitled to annual leave as per the NSW *Annual Holidays Act 1944*.

- 22.1 Continuous process shift employees as defined shall be entitled to an extra seven consecutive days leave.
- 22.2 Any continuous process shift employee who leaves either of their own accord or through no fault has their employment terminated shall be paid in addition to the amount due under the Act three and one sixth hours at the annualised rate for each month of service as a continuous process shift employee during the current twelve monthly period.
- 22.3 It is agreed to integrate the current annual leave loading into the hourly rate as part of the all-purpose rate (refer to Pay and Allowances Part C).
- 22.4 Should the need arise to compel employees to take annual leave then it is a requirement of Australian Cement Kandos to give one month's notice to the individuals concerned.
- 22.5 It is agreed that employees may, if they wish, apply for single day annual leave absences up to a maximum of 5 days in any calendar year, however a single day leave is not permitted on a public holiday. The normal approval procedures will be followed through their leader.

#### **23. Sick Leave**



- 23.1 Sick leave is available to an employee who is genuinely ill and unable to attend work, or who is genuinely ill while on annual leave.

Prolonged sick leave based on medical evidence will be reviewed after three months.  
Employees who are sick for three or more consecutive days will be required to produce a Doctor's Certificate.

An attendance bonus of 10 day's pay at annualised salary rates will apply if no time is lost due to sick leave or leave without pay during a calendar year. Employees will have the option of taking a maximum of 2 of those 10 days as leave in lieu.

An attendance bonus of 6 day's pay at annualised salary rates will apply if 25 or less hours are lost time due to sick leave or leave without pay during a calendar year.

Greater than 25 hours absence through sickness or illness will see no attendance bonus.

All new employees will be on the above sick leave offer.

- 23.2 Sick Leave Offer No 3 is available only to those employees who are currently on that option. Conditions are annexed in Appendix 3.

#### **24. Bereavement Leave**

An employee shall on the death of a wife, husband, de facto wife, de facto husband, father, mother, father-in-law, mother-in-law, grandparent, grandparent-in-law, child, step-child, brother or sister, be entitled on notice, for the purpose of making arrangements for and/or attending the funeral, to leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days work. The employee to the satisfaction of Australian Cement Kandos shall furnish proof of such death. Provided, however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

Each case of bereavement will be dealt with on its merits by the employer, and should an employee require further consideration than that provided for in this clause, application should be made to the relevant manager.

#### **25. Parental Leave**

Refer to the NSW *Industrial Relations Act* 1996.

#### **26. Personal Carers' Leave**

Refer to the Cement Industry (State) Award.

#### **27. Jury Service**

The Company supports the responsibilities of its employees to undertake service as jury members when required.

Employees receive their normal salary while on jury service. Any government payment or other benefit received because of the jury service may be retained by the individual.

Employees are required to notify their leaders or managers as soon as practicable about the expected date and duration of jury service, and to keep them advised about the likely date of return to work. If time off shifts prior to or following jury service is required, agreement must be sought with your team leader.

#### **28. Discretionary Leave**

Under certain hardship or compassionate circumstances leaders can authorise leave of absence for employees upon request. This form of leave is available if all other forms of leave are exhausted and emergencies arise.

The first contact is to be the leader or the unit manager. (An example may be advancing the accrued portion of annual leave prior to entitlement date).

## **29. Leave Without Pay**

Leave without pay may be available under limiting circumstances when all other leave entitlements are exhausted. Leave without pay will only be authorised with advance notice and discussion. Under no circumstances will leave without pay be taken to preserve current entitlements.

Holidays (Public) Saturday, Sunday and Holiday Rates

30.1 The days on which:

New Years Day	Australia Day
Good Friday	Easter Saturday
Easter Monday	Anzac Day
Queens Birthday	Labour Day
Christmas Day	Boxing Day

are observed and special days appointed by proclamation as public holidays for NSW shall be holidays.

In addition to the above another day shall be granted each year to be taken as a union picnic day on a mutually agreed date.

- 30.2 It is agreed that Christmas day will (irrespective of Gazetted alternatives) always stand alone as a dedicated day and will be paid accordingly when worked.
- 30.3 Provided that in the case of other than continuous shift employees where a rostered leisure day falls on a public holiday the rostered leisure day off shall be taken on an ordinary working day mutually agreed with the employee's leader.
- 30.4 An employee required to work overtime outside the normal working days shall be given a minimum of four hours work or record a minimum of four hours.
- 30.5 An employee not required to work on a holiday shall be paid at their ordinary rate for such holiday. This payment does not apply to:
- a) a shift worker who is rostered on for duty or a holiday and fails to report;
  - b) employees absent without leave or reasonable excuse on the working day preceding or the working day succeeding a holiday.
- 30.6 Where an employee is absent from their employment on the working day before or the working day after either a public holiday or a rostered day off that immediately precedes or succeeds a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

## **31. Leave in Lieu**

Leave in lieu of entitlement to certain payment is agreed as a further flexibility factor. Leave in lieu of pay is in addition to any other type of leave. It is time away from work - without losing pay - over a period which would otherwise be a work period. Prior notification of leave in lieu is seven working days or by mutual agreement.

## **PART F**

### **OTHER CONDITIONS**

## **32. Job Security**

Australian Cement Kandos guarantees for the term of this Agreement, that no retrenchments of permanent employees will occur because of improved efficiency and flexibility. Natural attrition or a reduction of contractors/casuals would be used as an interim measure.

Australian Cement Kandos appreciates that people are its most important asset. It recognises that its past and future success has been and will continue to be directly related to the performance of its people at all levels. Our aim is to increase productivity and employment opportunities and job security. The parties to this Agreement recognise this and acknowledge the need to continually improve.

Australian Cement Kandos cannot predict circumstances such as loss of market share, which may affect operations, and in this event the company will give as much notice as possible under the circumstances.

### **33. Contract of Employment**

- 33.1 Employees may be engaged on a full time, part time or casual basis.
- 33.2 Employment of employees for the first three months of service shall be probationary, determinable at a week's notice.
- 33.3 Employees shall perform such work as Australian Cement, Kandos shall from time to time reasonably require and an employee not attending for or not performing his/her duty shall, except as provided under the sick leave or other leave flexibility clauses, lose pay for the actual time of such non-attendance or non-performance.
- 33.4 This clause shall not affect the right of Australian Cement, Kandos to deduct payment for any day or portion thereof during which the employee is stood down by Australian Cement, Kandos as the result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee or to deduct payment for any day during which the employee cannot be employed usefully because of any strike or through any breakdown of machinery or due to any cause for which Australian Cement, Kandos cannot reasonably be held responsible.
- 33.5 This clause shall not affect the right of Australian Cement, Kandos to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and in such cases salary shall be payable up to the time of dismissal only.
- 33.6 An employee, upon resigning from his employment, shall be paid or shall have forwarded to him, by post, all salary due not later than the first office working day next following the day on which his resignation takes effect.
- 33.7 Notwithstanding the provisions of sub clauses (1), (2) and (4) of this clause, where, on account of the introduction or proposed introduction by Australian Cement, Kandos of mechanisation or technological changes in the industry in which he is engaged, Australian Cement, Kandos terminated the employment of an employee who has been employed by it for the preceding twelve months, the company shall give the employee three months' notice of the termination of his employment; provided that, if it fails to give notice in full:
- a) Australian Cement, Kandos shall pay the employee at the annualised rate specified for the employee's ordinary classification, for a period equal to the difference between three months and the period of the notice given; and
  - b) the period of notice required by the sub clause to be given shall be deemed to be service within Australian Cement, Kandos for the purpose of the NSW *Long Service Leave Act 1955*, the *Long Service Leave (Metalliferous Mining Industry) Act*, the *Annual Holidays Act 1944*, or any Act amending or replacing any of these Acts; and provides further that the rights of Australian Cement, Kandos to stand down an employee in accordance with sub clause (5), of this clause or summarily to dismiss an employee for the reasons specified in sub clause (6), of this clause, shall not be prejudiced by the fact that the employee has been given notice pursuant to this sub clause of the termination of his employment.

33.8 Where Australian Cement, Kandos proposes to introduce into the industry mechanisation or technological changes which will result in one or more employees becoming redundant it shall give notification in accordance with this sub clause at least six months before the introduction of such mechanisation or technological changes, and, if it is not practicable for Australian Cement, Kandos to give such notification at least six months before such introduction then it shall give the notification as early as it is practicable for it to give them and notification to the Secretary of the appropriate Union.

#### **34. Contractors (Use of)**

Due to the location and nature of our heavy industry it is recognised that it is often necessary to engage contractors to supplement the internal resources of Australian Cement Kandos. Some works are best carried out by contractors who have specific expertise. Australian Cement will always seek to use its own employees to work alongside contractors with the view of acquiring experience in these areas of expertise.

Australian Cement Kandos maintains the right to use contractor labour as and when required however the use of contractors will be done with due regard to agreed arrangements (see Clause 51) and communications will be maintained as is currently the case.

#### **35. Payment of Salary**

All employees will be paid their salary by direct transfer into bank accounts nominated by the employee. An adjustment amount will be paid to employees once a year to meet the costs employees incur by having their salary paid directly into their account.

Australian Cement, Kandos shall issue to each employee a full account of all the transactions relevant to that pay period.

#### **36. First Line Maintenance**

The current First Line Maintenance Agreement and the flexibilities contained therein will be maintained.

#### **37. Protective Clothing**

Protective clothing will be issued and provided as required. It is the employee's responsibility to take proper care of and to correctly use all protective clothing provided to the employee.

#### **38. Training/Travel**

38.1 Training firstly must be relevant to the needs of Australian Cement Kandos and consistent with the overall plans of Kandos and the industry.

38.2 Individual training plans are developed consultatively between the Workplace Consultative Committee, the relevant leaders and ultimately the unit manager. The unit managers must approve the final training plan.

38.3 All training must meet the requirements of the industry and the company and individual will benefit from it.

38.4 Training will be conducted on or off the job.

38.5 Employees attending training during ordinary working hours will not suffer loss of pay. Arrangements will be struck during the life of this Agreement to accommodate the circumstances where employees attend for training outside of their normal working hours.

38.6 Any costs associated with standard fees for prescribed courses and prescribed text books and costs associated with travelling for the purpose of attending approved training courses will be reimbursed by Australian Cement Kandos subject to the following:

- a) Employees must produce evidence of expenditure in the form of original receipts (as per Petty Cash Guidelines).
- b) Travel costs will be reimbursed at the relevant rate for the vehicle owner only irrespective of the number of passengers.
- c) In the event of a company vehicle being made available for training travel, the normal corporate guidelines will apply.
- d) Employees must produce a report of satisfactory progress or completion before costs are reimbursed.

38.7 It is agreed by the parties that within their classifications employees at all levels in possession of various skills will pass these on to other employees to assist them acquire knowledge so they may advance.

#### 38.8 Union Training Leave

Payment and release to attend union training will be considered on a case by case basis. In giving consideration to a request for leave, the Company will take into account the subject matter of the training and whether there is a benefit to be gained by both the employee and Company. Subject to the operational requirements of the Company and two weeks notice being given, the Company will not unreasonably deny approval for employees to attend trade union training. A maximum of 5 person-days per year for each union will apply.

### **39. Termination of Employment**

#### 39.1 Termination

An employee may only be terminated if the policy guidelines annexed are carried out in a thorough and fair fashion and investigated properly.

Examples of misconduct and improper behaviour such as:

- theft;
- striking another employee;
- fabrication of records;
- consumption of or being under the influence of alcohol or non prescribed drugs during working hours;
- gross insubordination; and
- other conduct or actions, which are so serious as to reflect a rejection of the employment contract,

will, when proven, render an employee liable to termination.

#### 39.2 Performance Based Termination

Will take place following failure to rectify poor performance despite counselling and explanations of what is required and two written warnings. The final written warning will provide the employee with one days paid leave to consider his/her position. In some cases the company may deem that the performance issue is so severe as to warrant the issuing of a final warning without previous discussions taking place.

#### 39.3 Consultation

While Australian Cement Kandos reserves the right to terminate any employee on the basis of the above, it will ensure that normal communication ethics will be observed.

#### 39.4 Termination Notice

In all cases except gross misconduct, the notice of termination of employment will be in accordance with the federal *Workplace Relations Act* 1996. Payment in lieu of notice will be given where appropriate. Australian Cement Kandos retains the right to withhold a maximum of one week's pay in cases where the employee does not provide adequate notice in other than pressing personal circumstances.

#### 39.5 Certification

Australian Cement Kandos will complete and supply a separation certificate upon termination.

### **40. Disciplinary Procedures**

A well-documented and fair procedure has been developed to correct below standard or inappropriate behaviour. Correction is the main objective.

Australian Cement Kandos and the employees shall adhere to the following procedure.

- 40.1 Employees who exhibit unsatisfactory performance or behaviour shall be counselled so that they understand the standards expected of them and will be offered assistance and guidance in achieving those standards.
- 40.2 Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commenting on its contents whether in writing or orally. The record will only be placed on the employee's file where the employee has been given the opportunity of responding to the record.
- 40.3 Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If, at the end of this period, the employee shows no willingness to improve in the opinion of Australian Cement Kandos, then disciplinary action up to and including dismissal may be taken.
- 40.4 At all stages of the disciplinary process the employee will be entitled to have another employee of their choice available within 48 hours present as a witness if desired. The Union representative will be informed providing employee confidentiality is not breached.
- 40.5 Nothing in the procedure shall limit the right of Australian Cement Kandos to summarily dismiss an employee for serious and wilful misconduct.

### **41. Abandonment of Employment**

An employee is deemed to have abandoned his/her employment if a period of absence has lapsed for three continuous days without the consent of Australian Cement Kandos or without notifying the company of the absence where possible. The employment contract is terminated under these circumstances.

### **42. Redundancies**

#### 42.1 Application

This clause shall apply to all employees of Australian Cement Kandos working under this Enterprise Agreement other than casual employees.

#### 42.2 Definition

Redundancy is defined as "a job becomes redundant when the company no longer desires to have it performed by anybody". Redundancy may be caused by:

- a) technological change;
- b) company merger;

- c) take-over or reconstruction of the business;
- d) economic recession

#### 42.3 Natural Attrition

In the event of a position becoming vacant it will not be filled automatically but will be subject to a joint review.

#### 42.4 Discussions

- a) Where Australian Cement Kandos has made a definite decision that it no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, it shall hold discussion with those affected and their representatives.
- b) The discussions shall take place as soon as is practicable after Australian Cement Kandos has made a definite decision which will invoke the provisions of paragraph 3 (a) hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- c) For the purpose of the discussion Australian Cement Kandos shall, as soon as practicable, provide in writing to the employees concerned and, if applicable their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that Australian Cement Kandos shall not be required to disclose confidential information the disclosure of which would be inimical to the company's interests.
- d) Selection of Redundancies

Australian Cement Kandos will select employees to be retrenched by a system, which combines voluntary retrenchment, performance, attendance, skill factors and length of service. The methods used to select appropriate employees will be determined by the company after full consultation between the appropriate parties. However, Australian Cement Kandos reserves the right to determine whether a voluntary retrenchment shall be allowed.

- e) Notice of Termination

Australian Cement Kandos will provide notice of termination of not less than four weeks and if such notice is not given then equivalent payment will be made.

#### 42.5 Severance Pay

- a) 1 to 25 years of service = 3 weeks pay per year of service.

In excess of 25 years = 3.5 weeks pay per year of service for each year of service after 25 years.

There will be a ceiling of 120 weeks pay.

A "weeks pay" is defined as the all inclusive annual salary divided by 52.

- b) An additional one "weeks" pay will be granted to employees over the age of 45 years at the time of termination.

- c) Employees who are members of the Australian Cement Employees Superannuation Fund will receive their superannuation entitlements based on the rules of the fund and this will be administered by the fund trustee on an individual basis.
- d) Employees who have 25 years or more service prior to the 1 July 2001, are entitled to the provisions offered in the 1999 Enterprise Agreement.

#### 42.6 Absence From Work to Seek Alternative Employment

One days-paid leave will be granted for the purpose of seeking alternative employment.

#### 42.7 Leave

All such redundant employees shall be paid the full value of all of their accrued leave including accrued sick leave bonus.

#### 42.8 Annual Leave

All accrued annual leave shall be paid.

#### 42.9 Long Service Leave

Long service leave shall be paid as if the entitlement to long service leave under the Long Service Leave (Metalliferous Mining Industry) Act, as amended, applied to all employees and not just the employees at the Limestone Mine.

#### 42.10 Itemised Account

Redundant employees shall be given an itemised statement of all termination payments.

#### 42.11 Counselling

At the request of the employee, Australian Cement Kandos shall make available counselling services provided by the:

Centrelink

Department of Social Security

Due to the complexity of current taxation legislation on severance benefits eligible employees will be granted up to \$200.00 and one days special leave for the purpose of seeking and obtaining specialist financial advice from a source of their own choice.

#### 42.12 Certification of Service

All redundant employees will be supplied with a Certificate of Service and an Employment Separation Certificate.

### **43. Other Employment and Conflict of Interest**

The employees shall not for the duration of this Agreement set himself/herself up or engage in private business or undertake other employment in direct or indirect competition with Australian Cement Kandos using knowledge or materials gained during the course of employment with Australian Cement Kandos. However the employees may undertake other employment so long as such employment is in his/her own time and does not conflict with their employment with Australian Cement Kandos.

### **44. Confidentiality**



As part of normal duties the employee will obtain or have access to, confidential information concerning Australian Cement Kandos. Under no circumstances is any use to be made of this information except for the purposes directly related to furthering the business objectives of the company.

At all times must the confidentiality clause of the "Application for Employment" be adhered to.

#### **45. Dispute/Grievance Procedure**

These procedures provide a framework for questions, disputes or difficulties from either one employee or a group of employees arising at the workplace to be settled as quickly and as effectively as possible. These procedures must be followed by all parties and it is agreed observance of this will avoid costly losses to either party.

Managers and leaders notified of a dispute must discuss the matter with the necessary people and investigate the matter thoroughly. Where possible employee to employee disputes should be encouraged to reach a genuine solution between themselves.

Employees are responsible for raising their concerns or grievances at the earliest possible stage and for providing as much information as possible to assist in an effective resolution.

Employees may withdraw their grievance at any stage during the procedure. Confidentiality must be maintained at all stages during the procedures.

Normal work will continue while these procedures are being followed, unless there is a legitimate safety problem.

##### **45.1 Step 1 - Notifying The Immediate Leader**

When a dispute or grievance arises the employee(s) concerned will notify their immediate leader (in writing or otherwise) of the substance of the matter.

The leader will arrange a meeting to discuss the matter with the employee(s). This meeting should be held within two working days (maximum) or at a time acceptable to the employee(s). At this meeting the employee(s) will provide details of the matter and any suggested solutions.

All efforts should be made to resolve the matter at this step as the best solution is often found closest to the source.

##### **45.2 Step 2 - Unit Manager**

If the matter is not resolved as a result of this meeting a further meeting will be arranged with the employee(s), the immediate leader and the unit manager. The employee may request a delegate, Workplace Consultative Committee representative or a person of their choice to attend.

This meeting must take place within two working days of the completion of step one (allowance to be made for shift rostering, absences, etc).

##### **45.3 Step 3 - Local Management**

If the matter is still not resolved the unit manager will discuss the issue with the Operations Manager or his/her representative. At this stage a response will be generated (in writing or otherwise) to the dispute or grievance, outlining the action taken and reasons why the proposed solutions were or were not implemented. This response should be given directly to the original employee(s) concerned and should be within three working days (maximum) of the commencement of this step.

##### **45.4 Step 4 - Industrial Relations Commission of NSW**

If the matter is still not resolved at the conclusion of Step 3 either party may refer the matter to the Industrial Relations Commission of NSW. Matters may only be referred to the Industrial Commission when all steps in these procedures have been exhausted.

When a party decides to notify the Industrial Commission under this step they must give the other party at least three (3) working days notice of their intention to notify.

#### **46. Accident Pay**

- 46.1 An employee shall be entitled to payment of accident pay where he/she receives an injury for which compensation is payable to the employee pursuant to the provisions of the Workers' Compensation Act.
- 46.2 Accident pay means the payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workers Compensation Act, as amended, and the employee's ordinary rate of pay for thirty eight hours, or where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the ordinary rate for that period.
- 46.3 Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity occurring at the expiration of the first two weeks of employment in which case accident pay shall only be payable in respect of that part of such period of incapacity which extends beyond the first two weeks of employment.
- 46.4 Australian Cement Kandos shall pay, or cause to be paid accident pay as defined in (46.2) and (46.3) above, during the incapacity of the employee arising from any one injury for a total of fifty two weeks whether the incapacity is in one continuous period or not.
- 46.5 The termination of the employee's employment shall in no way effect the liability of accident pay as provided in the sub clause.
- 46.6 In the event of an employee receiving a lump sum in redemption of weekly payment under the said Act, the liability of Australian Cement Kandos for accident pay (for which weekly payments have been recovered) shall cease from the date of such redemption.
- 46.7 Where the employee recovers damages from a third party in respect of the said incapacity independently of the said Act, he/she shall be liable to repay to Australian Cement Kandos the amount of accident pay which he/she has received under this clause and the liability of Australian Cement Kandos for accident pay shall cease.

### **PART G**

#### **DECLARATION AND SIGNATORIES**

##### **47. Declaration**

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

##### **48. No Extra Claims**

During the term of this Agreement the parties agree not to pursue any further claims in relation to matters covered by this Agreement.

##### **49. Future Negotiations**

The parties agree to commence negotiations on a new agreement no later than six months prior to the expiry of this Agreement.

##### **50. Signatories**

Signed for and on behalf of Australian Cement Holdings Pty Ltd

24 Sep 2004

\_\_\_\_\_  
Operations Manager -  
Australian Cement Holdings Pty Ltd

\_\_\_\_\_  
Date

Signed for and on behalf of the:

\_\_\_\_\_  
The Australian Workers', Union New South Wales.

\_\_\_\_\_  
Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union,  
New South Wales Branch.

\_\_\_\_\_  
Electrical Trades Union of Australia, New South Wales Branch

\_\_\_\_\_  
Workplace Consultative Committee

## **PART H**

### **APPENDIX 1**

#### **LOCAL AGREEMENTS**

The following are reference codes and titles of local agreements.

#### **51. Index of Local Agreements**

<b>Document Number</b>	<b>Document Title</b>	<b>Number of Pages</b>
1	Contractors - Australian Cement Holdings Kandos Works Contractors Agreement	5
2	Restructuring Implementation Agreement Dated - 7 September 1989	14
3	Commissioner G S Manuel Document Dated - 29 October 1970	1
4	Kerry Little Agreement Dated - 30 November 1984	1
5	Front Line Maintenance Agreement Dated - 19 December 1991	2

12	State Wage Decision - Second Increase Agreement Dated -	7
14	2nd Tier Restructuring & Efficiency Agreement Dated - 28 April 1987	10
15	Position of KM3 - Machine Shop	1
16	Call Outs and Overtime Dated - 20 February 1996	3
24	The Taking of Annual Leave Dated July 1999	1

## **APPENDIX 2**

### **TERMINATION GUIDELINES**

The following guidelines will apply at all times.

#### **52. Termination Guidelines**

1. The guidelines provide a minimum period of notice of termination except in the case of serious misconduct.
2. Termination must only be for a valid reason.
3. Where the dismissal relates to an employee's conduct or performance, the employee must have an opportunity to respond to any allegations about his or her performance relative to the dismissal.
4. These guidelines do not allow an employee to be terminated for a prohibited reason such as:

A temporary absence due to illness or injury ie authorised leave. We can however require the employee to produce a Medical Certificate that states the nature of the illness and the expected recovery time;

Union membership or participation in union activities outside working hours or with the employers consent during working hours;

Union - non membership;

Representing employees;

Filing a complaint against the employer;

Race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin or;

Absence on maternity or parental leaves.

There are however a wide variety of valid reasons for termination, such as:

Incapacity to do the job;

Improper behaviour;

Agreement misconduct provisions as per Clause 37 (Malingering, refusal of duty, inefficiency, neglect, etc);

Redundancy;

### 53. Termination Process

Prior to the termination Australian Cement Kandos will formally counsel the employee in relation to the performance problems that have occurred and record the details.

The leader will discuss with the employee the breach in behaviour or poor performance and the employee will be given the opportunity to reply and a First Warning will be recorded. (A Record of Disciplinary Interview or RDI will be filled out).

If a second warning is required, the employee will again be interviewed by the leader and the unit manager. At this stage the employee should be given the option of having another employee or the relevant delegate present. During this warning the employee will be informed of the consequences (termination) of a further breach or continued poor performance. (A second RDI will be filled out along with the Written Warning). As with the previous stage a review period will be specified and must be followed through.

During the final warning stage the employee must again be given the opportunity to respond to the allegations relating to the proposed termination (accompanied by another employee or delegate). The employee should be given (irrespective of circumstances) one days paid "Decision Making" leave upon their return they must make an explicit commitment not to repeat the offence - or any other offence that requires disciplinary action.

It is vital to document all counselling sessions and interviews and warnings that have taken place in the Discipline Log (copy to the Human Resources Administrator) and the process of investigations must also be recorded.

Written Warnings should:

State the problem

Identify the rule that has been broken

Note the consequences of the offence

State the corrective actions required

Warn of intended actions should the employee's behaviour remain uncorrected

Refer to previous oral warnings - their dates.

<b>DISCIPLINE FORMAT</b>	
INFORMAL TRANSACTIONS	
Initial Positive Contact Coaching Session	
FORMAL DISCIPLINARY TRANSACTIONS	
Level 1	Oral Reminder
Level 2	2Written Reminder
Level 3	Decision Making Leave
RESOLUTION OR TERMINATION	

### 54. Notice Periods

When a decision is made to terminate the employee (except serious misconduct) the following notice periods will apply:

Service	Notice Period
Less than 1 year	1 week
1 to 3 years	2 weeks
3 to 5 years	3 weeks
more than 5 years	4 weeks

If the employee is over 45 years and has completed 2 years service then one extra week will apply.

### **APPENDIX 3**

#### **SICK LEAVE OPTION 3**

##### **55. Sick Leave Conditions Applicable to Option 3**

Employees who are sick for three or more consecutive days will be required to produce a Doctor's Certificate.

An employee other than a casual who is absent from work on account of personal illness or on account of injury by accident neither of which is due to the employee's own serious or wilful misconduct shall be entitled to payment (salary rate) for such absence subject to the following provisions:

##### **Accumulative Entitlements**

0 to 3 months continuous service	=	0 days
3 months to 12 months (first year)	=	5 days salary rate
Each subsequent year	=	10 days salary rate

If the full period of sick leave is not taken during the year then the untaken portion shall accumulate to a maximum of twenty days. Where an employee would not accumulate sick leave the untaken portion shall transfer to the employee's personal leave bank.

An employee having completed 3 months service to the company, who has been absent from work on account of personal injury or account of injury by accident, neither of which is due the employee's own serious or wilful misconduct, may claim to be reimbursed any accumulated sick leave for these absences.

An employee who leaves voluntarily after completing four years of service will be paid a cash bonus representing the value of sick leave not taken calculated at the employee's annual salary rate at termination.

Sick leave is a cost burden to the organisation. A dedicated sick leave card will be submitted to substantiate each request for leave.

Sick leave will share the same common calculation date (December 31st each year). Individual employee's accruals will be adjusted accordingly.

In the event of an employee dying, the employer shall pay to the deceased employee's estate the monetary value of all entitlements standing to the employee's credit including untaken sick leave.

Any period of paid sick leave taken shall be deducted from the period of leave accrued.

Sick leave days that occur before or after public holidays, annual leave or long roster weekends will need to be supported by appropriate documentation upon request by the company.

The onus of proof of being sick on the day in question lies with the employee. Any portion of sick leave taken will be deducted from the period of sick leave allowed or accumulated.

Sick leave coverage will be arranged to minimise where possible both disruptions and costs. To this end, mutual arrangements may be entered into by various teams to cover their absences.

If an employee works for a calendar year without taking a single sick day then they will be entitled to 2 bonus days. If an employee works for a calendar year and takes 4 or less sick days then they will be entitled to 1 bonus day. Leave in lieu requires 7 days notice.

## APPENDIX 4

### SALARY CALCULATIONS

Category Grade	Current Rate 1/07/2003	Annualised Salary 1/07/2003	New Rate 01/01/2004 3.50%	2nd payment 01/01/2005 4.00%	3rd payment 01/01/2006 2.00%
<b>Continuous Shift</b>					
Grade 1	31,947.84	55,808.52	57,761.00	60,071.44	61,272.87
Grade 1A	32,746.54	57,127.63	59,127.00	61,492.08	62,721.92
Grade 2	33,545.45	58,447.09	60,492.00	62,911.68	64,169.91
Grade 2A	34,383.86	59,831.79	61,925.00	64,402.00	65,690.04
Grade 3	35,222.88	61,217.49	63,360.00	65,894.40	67,212.29
Grade 3A	36,103.33	62,671.62	64,865.00	67,459.60	68,808.79
Grade 4	36,948.44	64,067.39	66,309.00	68,961.36	70,340.59
Grade 4A	37,872.15	65,592.97	67,888.00	70,603.52	72,015.59
Grade 5	38,795.86	67,118.55	69,467.00	72,245.68	73,690.59
Grade 5A	39,765.88	68,720.61	71,125.00	73,970.00	75,449.40
Grade 6	40,735.89	70,322.68	72,783.00	75,694.32	77,208.21
Grade 6A	41,754.05	72,004.24	74,524.00	77,504.96	79,055.06
Grade 7	42,772.20	73,685.80	76,264.00	79,314.56	80,900.85
<b>Utilities</b>					
Grade 5	38,795.86	57,710.39	59,730.25	62,119.46	63,361.85
Grade 5A	39,765.88	59,149.59	61,219.83	63,668.62	64,941.99
Grade 6	40,735.89	60,588.79	62,709.40	65,217.78	66,522.14
Grade 6A	41,754.05	62,099.41	64,272.89	66,843.81	68,180.69
Grade 7	42,772.20	63,610.03	65,836.38	68,469.84	69,839.24
<b>Day Shift</b>					
Grade 1	31,947.84	49,465.51	51,196.00	53,243.84	54,308.72
Grade 1A	32,746.54	50,695.09	52,469.00	54,567.76	55,659.12
Grade 2	33,545.45	51,924.99	53,742.00	55,891.68	57,009.51
Grade 2A	34,383.86	53,215.69	55,078.00	57,281.12	58,426.74
Grade 3	35,222.88	54,507.34	56,415.00	58,671.60	59,845.03
Grade 3A	36,103.33	55,862.77	57,817.00	60,129.68	61,332.27
Grade 4L	38,666.68	59,808.99	61,902.00	64,378.08	65,665.64
Grade 4	36,948.44	57,163.79	59,164.00	61,530.56	62,761.17
Grade 4A	37,872.15	58,585.82	60,636.00	63,061.44	64,322.67
Grade 5	38,795.86	60,007.85	62,108.00	64,592.32	65,884.17
Grade 5A	39,765.88	61,501.17	63,653.00	66,199.12	67,523.10
Grade 6	40,735.89	62,994.48	65,199.00	67,806.96	69,163.10
Grade 6A	41,754.05	64,561.90	66,821.00	69,493.84	70,883.72
Grade 7	42,772.20	66,129.33	68,443.86	71,181.61	72,605.24
<b>Day Process</b>					
Grade 1	31,947.84	41,714.57	43,174.58	44,901.56	45,799.59
Grade 1A	32,746.54	42,757.44	44,253.95	46,024.11	46,944.59
Grade 2	33,545.45	43,800.58	45,333.60	47,146.94	48,089.88
Grade 2A	34,383.86	44,895.30	46,466.64	48,325.31	49,291.82

Grade 3	35,222.88	45,990.81	47,600.49	49,504.51	50,494.60
Grade 3A	36,103.33	47,140.42	48,790.33	50,741.94	51,756.78
Grade 4	36,948.44	48,243.89	49,932.43	51,929.73	52,968.32

Category Grade	Current Rate 1/07/2003	Annualised Salary 1/07/2003	New Rate 01/01/2004 3.50%	2nd payment 01/01/2005 4.00%	3rd payment 01/01/2006 2.00%
<b>Quarry</b>					
Grade 1	31,947.84	43,970.32	45,509.28	47,329.65	48,276.24
Grade 1A	32,746.54	45,069.58	46,647.02	48,512.90	49,483.16
Grade 2	33,545.45	46,169.13	47,785.05	49,696.45	50,690.38
Grade 2A	34,383.86	47,323.05	48,979.36	50,938.53	51,957.30
Grade 3	35,222.88	48,477.80	50,174.52	52,181.50	53,225.13
Grade 3A	36,103.33	49,689.58	51,428.72	53,485.87	54,555.59
Grade 4	36,948.44	50,852.71	52,632.55	54,737.85	55,832.61
Grade 4A	37,872.15	52,124.03	53,948.37	56,106.30	57,228.43
Grade 5	38,795.86	53,395.35	55,264.19	57,474.76	58,624.26
<b>Mechanical Maintenance</b>					
Grade 3	35,774.08	49,547.82	51,262.70	53,291.16	54,345.96
Grade 4	41,105.37	54,366.88	56,250.43	58,478.40	59,636.94
Grade 4A	42,117.90	55,706.07	57,636.49	59,919.90	61,107.27
Grade 5	43,130.43	57,045.27	59,022.56	61,361.41	62,577.61
Grade 5A	44,193.72	58,451.60	60,478.11	62,875.19	64,121.67
Grade 6	45,257.01	59,857.93	61,933.66	64,388.96	65,665.72
Grade 6A	46,373.06	61,334.04	63,461.44	65,977.85	67,286.38
Grade 7	47,489.11	62,810.16	64,989.22	67,566.74	68,907.05
Grade 7A	48,661.27	64,360.48	66,593.81	69,235.51	70,609.20
Grade 8	49,833.42	65,910.80	68,198.39	70,904.28	72,311.34
Grade 8Q	50,845.95	67,249.99	69,584.45	72,345.78	73,781.67
<b>Electrical Maintenance</b>					
Grade 3	35,774.08	49,547.82	51,262.70	53,291.16	54,345.96
Grade 4	38,812.64	53,881.99	55,702.62	57,856.16	58,976.00
Grade 4A	39,736.35	55,164.34	57,029.85	59,236.48	60,383.93
Grade 5	40,660.06	56,446.69	58,357.08	60,616.80	61,791.85
Grade 5A	41,630.08	57,793.33	59,750.85	62,066.32	63,270.36
Grade 6	42,600.09	59,139.97	61,144.62	63,515.84	64,748.87
Grade 6A	43,618.25	60,553.43	62,607.55	65,037.28	66,300.74
Grade 7	44,636.40	61,966.89	64,070.48	66,558.73	67,852.62
Grade 7A	45,705.74	63,451.40	65,606.96	68,156.67	69,482.52
Grade 8	46,775.07	64,935.92	67,143.43	69,754.60	71,112.41
Grade 8S	47,707.98	66,231.04	68,483.88	71,148.67	72,534.36

Category Grade	Current Rate 1/07/2003	Annualised Salary 1/07/2003	New Rate 01/01/2004 3.50%	2nd payment 01/01/2005 4.00%	3rd payment 01/01/2006 2.00%
<b>Continuous Shift</b>					
Grade 1	614.38	1,073.24	1,110.79	1,155.22	1,178.32
Grade 1A	629.74	1,098.61	1,137.06	1,182.54	1,206.19
Grade 2	645.10	1,123.98	1,163.31	1,209.84	1,234.04
Grade 2A	661.23	1,150.61	1,190.87	1,238.50	1,263.27
Grade 3	677.36	1,177.26	1,218.46	1,267.20	1,292.54



Grade 3A	694.29	1,205.22	1,247.40	1,297.30	1,323.25
Grade 4	710.55	1,232.07	1,275.17	1,326.18	1,352.70
Grade 4A	728.31	1,261.40	1,305.54	1,357.76	1,384.92
Grade 5	746.07	1,290.74	1,335.90	1,389.34	1,417.13
Grade 5A	764.73	1,321.55	1,367.79	1,422.50	1,450.95
Grade 6	783.38	1,352.36	1,399.67	1,455.66	1,484.77
Grade 6A	802.96	1,384.70	1,433.15	1,490.48	1,520.29
Grade 7	822.54	1,417.03	1,466.62	1,525.28	1,555.79

#### Utilities

Grade 5	746.07	1,109.82	1,148.66	1,194.61	1,218.50
Grade 5A	764.73	1,137.49	1,177.30	1,224.40	1,248.88
Grade 6	783.38	1,165.17	1,205.95	1,254.19	1,279.27
Grade 6A	802.96	1,194.22	1,236.02	1,285.46	1,311.17
Grade 7	822.54	1,223.27	1,266.08	1,316.73	1,343.06

#### Day Shift

Grade 1	614.38	951.26	984.54	1,023.92	1,044.40
Grade 1A	629.74	974.91	1,009.02	1,049.38	1,070.37
Grade 2	645.10	998.56	1,033.50	1,074.84	1,096.34
Grade 2A	661.23	1,023.38	1,059.19	1,101.56	1,123.59
Grade 3	677.36	1,048.22	1,084.90	1,128.30	1,150.87
Grade 3A	694.29	1,074.28	1,111.87	1,156.34	1,179.47
Grade 4L	743.59	1,150.17	1,190.42	1,238.04	1,262.80
Grade 4	710.55	1,099.30	1,137.77	1,183.28	1,206.95
Grade 4A	728.31	1,126.65	1,166.08	1,212.72	1,236.97
Grade 5	746.07	1,154.00	1,194.38	1,242.16	1,267.00
Grade 5A	764.73	1,182.71	1,224.10	1,273.06	1,298.52
Grade 6	783.38	1,211.43	1,253.83	1,303.98	1,330.06
Grade 6A	802.96	1,241.58	1,285.02	1,336.42	1,363.15
Grade 7	822.54	1,271.72	1,316.23	1,368.88	1,396.25

#### Day Process

Grade 1	614.38	802.20	830.28	863.49	880.76
Grade 1A	629.74	822.26	851.04	885.08	902.78
Grade 2	645.10	842.32	871.80	906.67	924.81
Grade 2A	661.23	863.37	893.59	929.33	947.92
Grade 3	677.36	884.44	915.39	952.01	971.05
Grade 3A	694.29	906.55	938.28	975.81	995.32
Grade 4	710.55	927.77	960.24	998.65	1,018.62

Category Grade	Current Rate 1/07/2003	Annualised Salary 1/07/2003	New Rate 01/01/2004 3.50%	2nd payment 01/01/2005 4.00%	3rd payment 01/01/2006 2.00%
Quarry					
Grade 1	614.38	845.58	875.18	910.19	928.39
Grade 1A	629.74	866.72	897.06	932.94	951.60
Grade 2	645.10	887.87	918.94	955.70	974.82
Grade 2A	661.23	910.06	941.91	979.59	999.18
Grade 3	677.36	932.27	964.89	1,003.49	1,023.56
Grade 3A	694.29	955.57	989.01	1,028.57	1,049.15
Grade 4	710.55	977.94	1,012.16	1,052.65	1,073.70
Grade 4A	728.31	1,002.39	1,037.47	1,078.97	1,100.55
Grade 5	746.07	1,026.83	1,062.77	1,105.28	1,127.39

#### Mechanical Maintenance

Grade 3	687.96	952.84	985.82	1,024.83	1,045.11
Grade 4	790.49	1,045.52	1,081.74	1,124.58	1,146.86
Grade 4A	809.96	1,071.27	1,108.39	1,152.31	1,175.14
Grade 5	829.43	1,097.02	1,135.05	1,180.03	1,203.42
Grade 5A	849.88	1,124.07	1,163.04	1,209.14	1,233.11
Grade 6	870.33	1,151.11	1,191.03	1,238.25	1,262.80
Grade 6A	891.79	1,179.50	1,220.41	1,268.80	1,293.97
Grade 7	913.25	1,207.89	1,249.79	1,299.36	1,325.14
Grade 7A	935.79	1,237.70	1,280.65	1,331.45	1,357.87
Grade 8	958.34	1,267.52	1,311.51	1,363.54	1,390.60
Grade 8Q	977.81	1,293.27	1,338.16	1,391.27	1,418.88

**Electrical Maintenance**

Grade 3	687.96	952.84	985.82	1,024.83	1,045.11
Grade 4	746.40	1,036.19	1,071.20	1,112.62	1,134.15
Grade 4A	764.16	1,060.85	1,096.73	1,139.16	1,161.23
Grade 5	781.92	1,085.51	1,122.25	1,165.71	1,188.30
Grade 5A	800.58	1,111.41	1,149.05	1,193.58	1,216.74
Grade 6	819.23	1,137.31	1,175.86	1,221.46	1,245.17
Grade 6A	838.81	1,164.49	1,203.99	1,250.72	1,275.01
Grade 7	858.39	1,191.67	1,232.12	1,279.98	1,304.86
Grade 7A	878.96	1,220.22	1,261.67	1,310.71	1,336.20
Grade 8	899.52	1,248.77	1,291.22	1,341.43	1,367.55
Grade 8S	917.46	1,273.67	1,317.00	1,368.24	1,394.89

**Continuous Shift**

Base + Allowances for continuous shift employees                      + Pay Increase                      3.50%

Grade	Base	Allowances	Total		Base	Allowances	Total
1	45,570	10,239	55,809		47,165	10,597	57,761
1A	46,642	10,486	57,128		48,274	10,853	59,127
2	47,714	10,733	58,447		49,384	11,109	60,492
2A	48,839	10,992	59,832		50,549	11,377	61,925
3	49,965	11,252	61,217		51,714	11,646	63,360
3A	51,147	11,525	62,672		52,937	11,928	64,865
4	52,281	11,786	64,067		54,111	12,199	66,309
4A	53,521	12,072	65,593		55,394	12,494	67,888
5	54,761	12,358	67,119		56,677	12,790	69,467
5A	56,063	12,658	68,721		58,025	13,101	71,125
6	57,364	12,958	70,323		59,372	13,412	72,783
6A	58,731	13,273	72,004		60,787	13,738	74,524
7	60,097	13,588	73,686		62,201	14,064	76,264

**Allowances for continuous shift employees**

Grade	Shutdown	Reasonable	Public hol	Annual Leave Utility	Flexible	Shift allow for OT	Total
1	3,615	3,783	1,681	807	-	352	10,239
1A	3,706	3,878	1,724	827	-	352	10,486
2	3,796	3,972	1,766	847	-	352	10,733
2A	3,891	4,072	1,810	869	-	352	10,992
3	3,986	4,171	1,854	890	-	352	11,252
3A	4,085	4,275	1,900	912	-	352	11,525
4	4,181	4,375	1,945	933	-	352	11,786
4A	4,286	4,485	1,993	957	-	352	12,072

5	4,390	4,594	2,042	980	-	352		12,358
5A	4,500	4,709	2,093	1,005	-	352		12,658
6	4,610	4,824	2,144	1,029	-	352		12,958
6A	4,725	4,945	2,198	1,055	-	352		13,273
7	4,840	5,065	2,251	1,081	-	352		13,588

**Overtime Cap**

Shutdown	Reasonable Overtime	Public holidays		Total	Cap
112	142	104		254	248

\* Public holiday not included in cap.

**Day Shift**

Base + Allowances for day shift employees + Pay Increase 3.50%

Grade	Base	Allowances	Total		Base	Allowances		Total
1	38,674	10,792	49,466		40,027	11,170		51,196
1A	39,641	11,055	50,695		41,028	11,441		52,469
2	40,608	11,317	51,925		42,029	11,713		53,742
2A	41,623	11,593	53,216		43,079	11,999		55,078
3	42,638	11,869	54,507		44,131	12,285		56,415
3A	43,704	12,159	55,863		45,234	12,584		57,817
4L	46,807	13,002	59,809		48,445	13,457		61,902
4	44,727	12,437	57,164		46,292	12,872		59,164
4A	45,845	12,741	58,586		47,450	13,187		60,636
5	46,963	13,044	60,008		48,607	13,501		62,108
5A	48,138	13,364	61,501		49,822	13,831		63,653
6	49,312	13,683	62,994		51,038	14,162		65,199
6A	50,544	14,018	64,562		52,313	14,508		66,821
7	51,777	14,352	66,129		53,589	14,855		68,443

**Allowances for day shift employees**

Grade	Shutdown	Reasonable Overtime	Public Holidays			Shift allow for OT		Total
1	5,381	4,036	1,093			283		10,792
1A	5,515	4,136	1,120			283		11,055
2	5,650	4,237	1,148			283		11,317
2A	5,791	4,343	1,176			283		11,593
3	5,932	4,449	1,205			283		11,869
3A	6,081	4,560	1,235			283		12,159
3AL	6,512	4,884	1,323			283		13,002
4	6,223	4,667	1,264			283		12,437
4A	6,378	4,784	1,296			283		12,741
5	6,534	4,901	1,327			283		13,044
5A	6,697	5,023	1,360			283		13,364
6	6,861	5,146	1,394			283		13,683
6A	7,032	5,274	1,428			283		14,018
7	7,204	5,403	1,463			283		14,352



3	35,223	9,269	3,986	48,478	46,049	4,125		50,174
3A	36,103	9,501	4,085	49,690	47,200	4,228		51,428
4	36,948	9,723	4,181	50,853	48,305	4,327		52,632
4A	37,872	9,966	4,286	52,124	49,513	4,436		53,948
5	38,796	10,209	4,390	53,395	50,720	4,544		55,264

**Quarry allowance for current quarry operations when working on Sat & Sun**

+2.00%

Grade	Hourly Rate	Sat or Sun	Avg. Hours		One Day	Two Days	One Day	Two Days
1	16.168	8	2		258.69	517.37	263.86	527.72
1A	16.572	8	2		265.15	530.31	270.46	540.91
2	16.976	8	2		271.62	543.25	277.06	554.11
2A	17.401	8	2		278.41	556.82	283.98	567.96
3	17.825	8	2		285.21	570.41	290.91	581.82
3A	18.271	8	2		292.33	584.67	298.18	596.36
4	18.699	8	2		299.18	598.36	305.16	610.32
4A	19.166	8	2		306.66	613.31	312.79	625.58
5	19.634	8	2		314.14	628.27	320.42	640.84

**Overtime Cap**

9 Hour Day	Reasonable Overtime			Total	Cap
247	112			359	350

**Utility**

Base + Allowances for utility employees + Pay Increase 3.50%

Grade	Base	Allowances	Total		Base	Allowances		Total
5	49,005	8,705	57,710		50,720	9,010		59,730
5A	50,231	8,919	59,150		51,989	9,231		61,219
6	51,456	9,133	60,589		53,257	9,453		62,709
6A	52,742	9,357	62,099		54,588	9,685		64,272
7	54,028	9,582	63,610		55,919	9,917		65,836

**Allowances for utility employees**

Grade	Shutdown	Reasonable	Public hol			Shift allow for OT		Total
5	4,390	2,512	1,654			150		8,705
5A	4,500	2,574	1,695			150		8,919
6	4,610	2,637	1,737			150		9,133
6A	4,725	2,703	1,780			150		9,357
7	4,840	2,769	1,823			150		9,582

**Overtime Cap**

Shutdown	Reasonable Overtime	Public holidays		Total	Cap

112	64	84		176	172

\* Public holiday not included in cap.

**Mechanical Maintenance**

Grade 3	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	18.104	35,774
Overtime	3.8	48		2	182.4	18.104	6,604
Shutdowns	4		25	2	100	18.104	3,621
Shutdowns	12		8	2	96	18.104	3,476
Total Overtime					378.4		13,701
Call-outs					0	18.104	0
Lunch Sat, Sun	0.5		8	1	4	18.104	72
Total							49,548

Grade 4	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	18.978	37,500
Overtime	3.8	48		2	182.4	18.978	6,923
Shutdowns	4		25	2	100	18.978	3,796
Shutdowns	12		8	2	96	18.978	3,644
Total Overtime					378.4		14,362
Call-outs	16	4		2	64	18.978	2,429
Lunch Sat, Sun	0.5		8	1	4	18.978	76
Total							54,367

Grade 4A	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	19.445	38,423
Overtime	3.8	48		2	182.4	19.445	7,094
Shutdowns	4		25	2	100	19.445	3,889
Shutdowns	12		8	2	96	19.445	3,733
Total Overtime					378.4		14,716
Call-outs	16	4		2	64	19.445	2,489
Lunch Sat, Sun	0.5		8	1	4	19.445	78
Total							55,706

Grade 5	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	19.912	39,347
Overtime	3.8	48		2	182.4	19.912	7,264
Shutdowns	4		25	2	100	19.912	3,982
Shutdowns	12		8	2	96	19.912	3,823

Total Overtime					378.4		15,070
Call-outs	16	4		2	64	19.912	2,549
Lunch Sat, Sun	0.5		8	1	4	19.912	80
Total							57,045

Grade 5A	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	20.403	40,317
Overtime	3.8	48		2	182.4	20.403	7,443
Shutdowns	4		25	2	100	20.403	4,081
Shutdowns	12		8	2	96	20.403	3,917
Total Overtime					378.4		15,441
Call-outs	16	4		2	64	20.403	2,612
Lunch							
Sat, Sun	0.5		8	1	4	20.403	82
Total							58,452

Grade 6	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	20.894	41,287
Overtime	3.8	48		2	182.4	20.894	7,622
Shutdowns	4		25	2	100	20.894	4,179
Shutdowns	12		8	2	96	20.894	4,012
Total Overtime					378.4		15,813
Call-outs	16	4		2	64	20.894	2,674
Lunch							
Sat, Sun	0.5		8	1	4	20.894	84
Total							59,858

Grade 6A	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	21.410	42,305
Overtime	3.8	48		2	182.4	21.410	7,810
Shutdowns	4		25	2	100	21.410	4,282
Shutdowns	12		8	2	96	21.410	4,111
Total Overtime					378.4		16,203
Call-outs	16	4		2	64	21.410	2,740
Lunch							
Sat, Sun	0.5		8	1	4	21.410	86
Total							61,334

Grade 7	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	21.925	43,323
Overtime	3.8	48		2	182.4	21.925	7,998
Shutdowns	4		25	2	100	21.925	4,385
Shutdowns	12		8	2	96	21.925	4,210
Total Overtime					378.4		16,593

Call-outs	16	4		2	64	21.925	2,806
Lunch Sat, Sun	0.5		8	1	4	21.925	88
Total							62,810

Grade 7A	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	22.466	44,393
Overtime	3.8	48		2	182.4	22.466	8,196
Shutdowns	4		25	2	100	22.466	4,493
Shutdowns	12		8	2	96	22.466	4,313
Total Overtime					378.4		17,002
Call-outs	16	4		2	64	22.466	2,876
Lunch Sat, Sun	0.5		8	1	4	22.466	90
Total							64,360

Grade 8	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	23.007	45,462
Overtime	3.8	48		2	182.4	23.007	8,393
Shutdowns	4		25	2	100	23.007	4,601
Shutdowns	12		8	2	96	23.007	4,417
Total Overtime					378.4		17,412
Call-outs	16	4		2	64	23.007	2,945
Lunch Sat, Sun	0.5		8	1	4	23.007	92
Total							65,911

Grade 8Q	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	23.475	46,386
Overtime	3.8	48		2	182.4	23.475	8,564
Shutdowns	4		25	2	100	23.475	4,695
Shutdowns	12		8	2	96	23.475	4,507
Total Overtime					378.4		17,766
Call-outs	16	4		2	64	23.475	3,005
Lunch Sat, Sun	0.5		8	1	4	23.475	94
Total							67,250

- NOTES:
1. Tool allowance is included in the calculations above.
  2. Call-outs averaged over the two years to June 1999 = 16 /employee
  3. Overtime averaged over the two years to June 1999 = 379 hrs/employee
  4. Shutdown overtime is estimated at 196 hrs/employee
  5. Overtime based on 3.8 hours per week

### Electrical Maintenance

Grade 3	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	18.104	35,774
Overtime	3.8	48		2	182.4	18.104	6,604
Shutdowns	4		25	2	100	18.104	3,621



Shutdowns	12		8	2	96	18.104	3,476
Total Overtime					378.4		13,701
Call-outs					0	18.104	0
Lunch Sat, Sun	0.5		8	1	4	18.104	72
Total							49,548

Grade 4	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	19.642	38,813
Overtime	1.7	48		2	81.6	19.642	3,206
Shutdowns	4		25	2	100	19.642	3,928
Shutdowns	12		8	2	96	19.642	3,771
Total Overtime					277.6		10,905
Call-outs	8	13		2	104	19.642	4,086
Lunch Sat, Sun	0.5		8	1	4	19.642	79
Total							53,882

Grade 4A	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	20.109	39,736
Overtime	1.7	48		2	81.6	20.109	3,282
Shutdowns	4		25	2	100	20.109	4,022
Shutdowns	12		8	2	96	20.109	3,861
Total Overtime					277.6		11,165
Call-outs	8	13		2	104	20.109	4,183
Lunch Sat, Sun	0.5		8	1	4	20.109	80
Total							55,164

Grade 5	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	20.577	40,660
Overtime	1.7	48		2	81.6	20.577	3,358
Shutdowns	4		25	2	100	20.577	4,115
Shutdowns	12		8	2	96	20.577	3,951
Total Overtime					277.6		11,424
Call-outs	8	13		2	104	20.577	4,280
Lunch Sat, Sun	0.5		8	1	4	20.577	82
Total							56,447

Grade 5A	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	21.068	41,630
Overtime	1.7	48		2	81.6	21.068	3,438
Shutdowns	4		25	2	100	21.068	4,214
Shutdowns	12		8	2	96	21.068	4,045
Total Overtime					277.6		11,697



Grade 8	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	23.672	46,775
Overtime	1.7	48		2	81.6	23.672	3,863
Shutdowns	4		25	2	100	23.672	4,734
Shutdowns	12		8	2	96	23.672	4,545
Total Overtime					277.6		13,142
Call-outs	8	13		2	104	23.672	4,924

Lunch Sat, Sun	0.5		8	1	4	23.672	95
Total							64,936

Grade 8SU	Hours	Weeks	Days	Rate	Hours	Rate/Hr	Total
Base rate	38	52		1	1976	24.144	47,708
Overtime	1.7	48		2	81.6	24.144	3,940
Shutdowns	4		25	2	100	24.144	4,829
Shutdowns	12		8	2	96	24.144	4,636
Total Overtime					277.6		13,405
Call-outs	8	13		2	104	24.144	5,022
Lunch Sat, Sun	0.5		8	1	4	24.144	97
Total							66,231

- NOTES:
1. Tool allowance is included in the calculations above.
  2. Call-outs averaged over the two years to June 1999 = 16 /employee
  3. Overtime averaged over the two years to June 1999 = 379 hrs/employee
  4. Shutdown overtime is estimated at 196 hrs/employee
  5. Overtime based on 5 hours per week