

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/72

TITLE: Delta EMD Australia Pty Ltd Enterprise Agreement 2000

I.R.C. NO: 2000/3502

DATE APPROVED/COMMENCEMENT: 4 August 2000/29 June 2000

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA99/33

GAZETTAL REFERENCE: 27 April 2001

DATE TERMINATED:

NUMBER OF PAGES: 42

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged at the Delta EMD Australia Pty Ltd Company working in the classifications prescribed in clause 26, in or in connection with the Company's operations at Newcastle

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

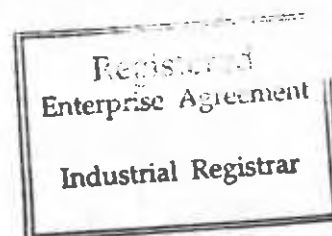


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Registered
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TITLE

This agreement will be known as the Delta EMD Australia Pty Ltd Enterprise Agreement, 2000.

PARTIES

The Parties to the agreement are:

Delta EMD Australia Pty Ltd;

Australian Workers Union (AWU) and

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

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

DEFINITIONS

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

"Union" means the

Australian Workers Union

and/or

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

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

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

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

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

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



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CLAUSE 1. JOINT COMMITMENT & OBJECTIVES

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

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

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

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

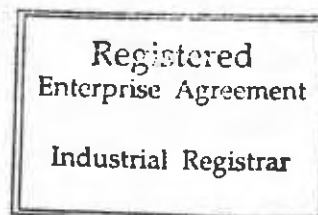
CLAUSE 2. CONTINUOUS IMPROVEMENT

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

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

The focus of activities of improvement will be:

- Occupational health and safety
- Production
- Cost reduction
- Quality
- Maintenance
- Environmental control



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

CLAUSE 3. PERFORMANCE MEASUREMENT

The parties agree, during the course of this agreement, to jointly develop and implement Performance Measures.

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

CLAUSE 4. EQUAL EMPLOYMENT OPPORTUNITY

The parties of this Agreement are committed to developing a workplace that is free from discrimination and harassment. This will be achieved by:

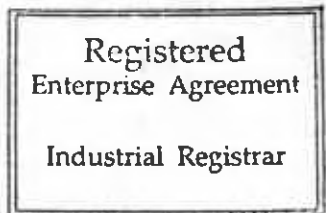
- Fair and open policies and procedures that are implemented consistently.
- Providing an acceptable means for employees to lodge a complaint with avenues for investigation and disciplinary procedures based on a fair system pursuant to Company policy.
- The inclusion in employee and management training of modules on EEO and their direct implementation

CLAUSE 5. SKILLS DEVELOPMENT

a) **Introduction**

The parties commit to developing a Delta EMD Australia Skills & Development Plan. This will be based on providing for measured efficiency, productivity, competitiveness of the Plant and is outcome based. The commitment is to:

- (i) Develop a more highly skilled workforce through the improvement of current training strategies and the introduction of new developments;
- (ii) Provide employees with career opportunities through appropriate training;
- (iii) Develop and implement a skill development program for each employee consistent with business needs;
- (iv) Maintain employee competency in previously accredited skills.



b) Development Reviews

The parties recognise development reviews will play an integral part in the overall skills development process. The process for their implementation will be developed over the life of this agreement and will include the introduction of a formal interviewing system, individual training program against the employee's position description and individual improvement measures. The reviews will be used to identify training needs for the individual employee, and to assess development needs according to the individual's performance against measured criteria.

Employees will be trained in the Development Review Process.

CLAUSE 6. HOURS OF WORK

(a) Introduction

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

(b) Description

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

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

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

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

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may be required to work outside of the nominal 7.6 hours per day Monday to Friday and on weekends and public holidays (at the appropriate overtime rates).

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

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

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

The Supervisor or Superintendent may agree with the employee to substitute an RDO for another day to allow greater continuity of operation.

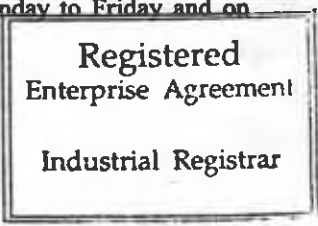
Where both parties agree that it would be impractical and/or of limited benefit to the employee to take the RDO, it is agreed that a maximum of one (1) rostered day off may be accumulated before any RDO is taken.

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

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

(iii) Continuous Shift Workers

The nominal hours of work for continuous shift workers are 42 hours per week, based on the requirements of a crew roster (operators, fitters, boilermakers & electricians being separate crews), to cover operating plants for 24 hours per day, 7 days per week. Continuous shift workers are required to provide cover for all operating plant in the event of an absence of



another continuous shift worker, or if additional labour is required for plant start ups, maintenance, plant cleaning and any other similar event. Guidelines for the plant coverage are contained in attachments (B) & (C).

(d) Meal Breaks

(i) Continuous Shift Workers

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

(ii) Day Workers/Non-continuous Shift Workers

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

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

(e) Unfair Treatment

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

CLAUSE 7. CALLOUTS

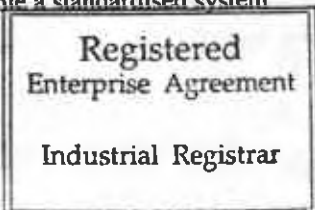
(a) Callout Roster

All employees in receipt of an overtime bank will be required to take part in a call-out roster. These rosters will be developed and maintained by each work group (operators, fitters, electricians and boilermakers). The roster will contain one employee on call at all times. All coverage of plant vacancies, labour shortages for the plant and or breakdowns will be organised by the employees.

The roster system will be reviewed by the Joint Consultative Committee to enable a standardised system to be used.

(b) Value of Callouts

Call-outs will be valued at four (4) hours, or time worked if in excess of four hours, and will be deducted from the employees overtime bank if applicable. In the event that employee is not covered by an overtime bank, call outs will be paid at the appropriate overtime rate.



(c) Organisation of Callouts

Each operating crew, fitters, boilermakers and the electricians (in receipt of an overtime bank) will nominate a representative to advise the Production and Maintenance Superintendents and other crews of the employee(s) on call to cover plant vacancies if they occur. Employees on call will be responsible to make themselves available to cover plant vacancies when requested.

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

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

The relevant Superintendent/Supervisor will decide as to what constitutes a breakdown to call a person out. Any refusal to attend work pursuant to the roster will be recorded by the employees.

Any refusal by an employee on the call out roster to work when required by the roster will be handled in the first instance by the employee's crew.

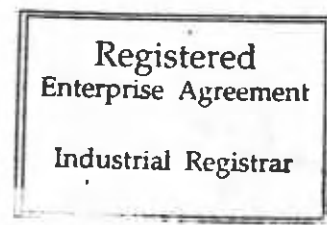
(d) Failure To Cover Plant Vacancies (in receipt of an overtime bank)

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

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

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

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



CLAUSE 8. TRANSFER OF DAY WORKERS AND SHIFT WORKERS

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

CLAUSE 9. WAGE RATES & SALARIES

- (a) Structure of Annualised Salaries

Employees who are on annualised salaries will be paid the nominal rates prescribed in Clause 26 each year. The amount is payable fortnightly and is in payment of all monies including:

- Base wage rate
- 200 hours overtime bank (refer to attachments B & C for allocation of hours)
- All allowances, licence payments and other ancillary payments entitled to the employee
- All penalty payments
- Annual leave loading
- Public holiday payments

Any change to the 200 hours overtime must be by mutual agreement of the parties.

- (b) Salaries

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

The rates in this agreement are consistent with the training and progression system as outlined in the AMCL Enterprise Agreement 1996 and the level that employees reached under this system.

- (c) Wages

- (i) Upon transfer from an annualised salary to fortnightly wage rates, employees will be paid the wage rate provided in Clause 26 relative to their daywork position.

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- (ii) The 'Fortnightly Amount' shown in Clause 26 for trade employees shall be inclusive of all allowances, licence payments and other ancillary payments or entitlements.

(d) Salary Administration

A 2% increase will be paid effective from date of certification. Further increases of 2.5% and 3% will be paid at twelve months and twenty-four months as reflected in the tables in Clause 26 and Clause 27.

(e) Part-time Employees

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

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

(f) Overtime

- 1) An employee shall work overtime as required from time to time.
- 2) Overtime will be paid to employees who work outside the hours stipulated in the relevant section of clause 6 (b) except when the hours of work have been changed by mutual agreement.
- 3) For those employees with an overtime bank, overtime under 200 hours per annum will be worked pursuant to the guidelines in attachments 'B' & 'C' and will be deducted from the employee's overtime bank on an hour for hour basis. Overtime worked on a public holiday will be deducted at the rate of 1.25 hours for each hour of overtime worked.
- 4) If an employee who has an overtime bank works in excess of the bank hours per annum for each category of overtime within the bank, he/she will be entitled to claim overtime at the rate of double time based on the flat rate as set out below or in the case of a Public Holiday double time and one half for overtime worked in that category.
- 5) If an employee is failing to perform reasonable overtime without an acceptable reason, then disciplinary action may follow pursuant to the Disciplinary Procedure.

(g) Salary Sacrifice

The Company may allow an employee to salary sacrifice an amount of remuneration up to the maximum amount allowed by the Australian Tax Office. Salary Sacrifice may be used for any applicable expense which is consistent with ATO rulings. In the event that the Laws or ATO Policies or Rulings regarding

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an employee's ability to Salary Sacrifice their salary are altered or changed, the Company may withdraw its consent to the continuation of this scheme.

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

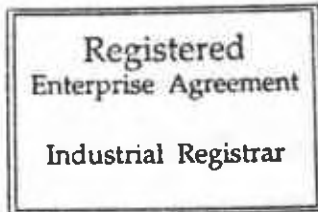
CLAUSE 10. PAYMENT OF WAGES

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

CLAUSE 11. PUBLIC HOLIDAYS

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

- . New Years Day
- . Australia Day
- . Good Friday
- . Easter Saturday
- . Easter Monday
- . Tuesday following Easter Monday (Company picnic day)
- . Anzac Day
- . Labour Day
- . Queen's Birthday
- . Christmas Day



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

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

CLAUSE 12. EMPLOYEE WELFARE LEAVE

The Company provides maximum support in all genuine cases of employee illness, or family emergencies. Employees will be entitled to leave of absence without loss of payment where they cannot attend for duty due to personal illness, injury, other family illness, or pressing necessity or a death within the family. This will be supported by documentary evidence. Such leave will be granted pursuant to the Delta EMD Australia Pty Ltd Employee Welfare Leave Policy.

CLAUSE 13. PARENTAL LEAVE

Employees are entitled to a maximum of 52 weeks unpaid maternity, paternity or adoption leave. Leave will be granted pursuant to Part 4 Division 1 of the Industrial Relations Act 1996 and the Delta Australia EMD Pty Ltd Parental Leave Policy.

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CLAUSE 14. ANNUAL LEAVE

- (a) The provisions of the Annual Holidays Act 1944 apply to all employees. Day Work employees will accrue four (4) weeks Annual Leave per annum. The entitlement will be either 152 hours for 38 hour based employees or 168 hours for 42 hour based employees.
- (b)
- (i) In addition to the leave prescribed by the Annual Holidays Act 1944, an employee who has served continuously as a continuous seven day shift worker for a period of twelve months shall, in respect of that year be entitled to a period of one week's additional leave. Shift employees working an average 42 hour continuous roster shall accrue Annual Leave at the rate of 252 hours per annum which is inclusive of the additional weeks leave mentioned above and one additional week (42 hours) of leave to compensate for working public holidays.

- (ii) In addition to the leave prescribed by the Annual Holidays Act 1944 an employee who has served as a continuous seven day shift worker for part of a twelve monthly period shall in respect of that period be entitled to pro-rata leave of the additional two week's leave prescribed in subclause (b)(i) above.
- (c) Annual leave entitlements of any year must be taken within 24 months of each anniversary date. All employees will be expected to take their annual leave each year.
- (d) Where the employment of an employee has been terminated and the employee is thereby entitled under the provisions of the Annual Holidays Act to payment in lieu of an annual holiday, with respect to a period of employment, the employee shall be entitled to an additional payment with respect to service as a seven day shift worker which the employee has had during the period.

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

CLAUSE 15. LONG SERVICE LEAVE

- (a) The provisions of the Long Service Leave Act, 1955 shall apply to all employees.
- (b) All accrued long service leave not taken during service and paid out on termination with the exception of dismissal, will be paid at the annualised salary rate. Upon dismissal an employee will be entitled only to the base rate which is the annualised rate less the 200 hours overtime and shift penalties.
- (c) An employee eligible to take long service leave may elect to take half the accrued leave (full entitlement deducted from leave management) and receive payment for the full leave entitlement.

CLAUSE 16. JURY SERVICE

An employee required to attend for jury service:

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



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

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

CLAUSE 17. JOB SECURITY

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

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

CLAUSE 18. CONTRACTORS

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

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CLAUSE 19. SUPERANNUATION

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

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

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

CLAUSE 20. CONTRACT OF EMPLOYMENT

- (a) Subject to the provisions of this agreement, all employees shall be engaged on a fortnightly basis (full time or part time) or on a casual basis.
- (b)
- (i) Employees shall perform such work as the Company shall reasonably require as defined in the appropriate position descriptions.
 - (ii) Permanent employment shall be probationary for a nominal period of three months. This will be calculated from the date of the employee's commencement. During this period, employment can be terminated by one week's notice.
 - (iii) Dismissal shall not be harsh, unfair or unreasonable. Subject to this constraint, employment can be terminated by the payment or forfeiture of a week's wages, as the case may be. This shall not limit the Company's right to dismiss an employee without notice for refusal of duty, inefficiency, neglect of duty, misconduct including breach of Company rules and in such cases the wages shall be payable up to the time of dismissal.
 - (iv) Any employee taking unauthorised absence from duty shall not be paid for the actual time of such non-attendance and may be subject to further disciplinary action.
 - (v) The obligation of the Company and employees to customers and their employees must be respected by ensuring actions of the Company or employees do not adversely affect customers.
- (c) The Company shall have the right to deduct payment for any day or part thereof during which an employee is stood down by the Company as a result of refusal of duty, malingering, neglect of duty or misconduct on the part of the employee or when the employee cannot be employed usefully because of any strike, natural disaster or through any breakdown of machinery or due to any cause for which the Company cannot reasonably be held responsible.

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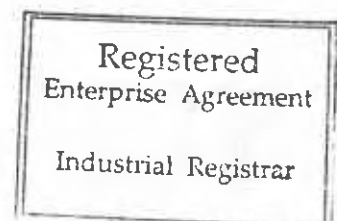
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CLAUSE 21. PROCEDURE FOR RESOLVING CLAIMS AND DISPUTES

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

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

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



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CLAUSE 22. DISCIPLINARY PROCEDURE

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

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

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

All disciplinary action will be taken pursuant to the Delta EMD Australia Pty Ltd Disciplinary Procedure.

CLAUSE 23. JOINT CONSULTATIVE COMMITTEE

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

- All parties being prepared to put forward considered views in respect of desired improvements in working arrangements with respect to this agreement.
- An opportunity for all parties to understand the nature and impact of those views before any decisions are made.
- Fair consideration being given to the issues and the concerns raised by the parties before any decision is made.
- Raising any specific concerns, difficulties with proposals for change or other matters in accordance with the agreed dispute settling procedure.

a) **Composition of the Committee**

- 3 Operator representatives (2 shiftwork plus 1 daywork Operator)
- 1 Electrician representative
- 1 Fitter or boiler maker representative
- 3 Company representatives

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

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b) Conduct of Meetings

- Meetings will be held on a quarterly basis or as required:
- Chairperson of the Committee will be an employee representative.
- The Committee has the right to invite input from other people as required.

CLAUSE 24. PROTECTIVE AND SAFETY EQUIPMENT AND CLOTHING

(a) An employee, to the extent required by the work, shall be provided with gloves, a safety helmet, ear protection, eye protection and where appropriate other protective clothing and equipment. Each employee shall wear such items as required by the Company.

(b) (i) An employee, other than part time employee, shall be entitled free of charge to be issued with the following:

- (1) on commencement an initial issue of five shirts and five pairs of trousers, and five shirts and five pairs of trousers each year thereafter; with the ability to substitute one set of shirt/trousers for a pair of overalls
- (2) on commencement five pairs of woollen socks and five pairs each year thereafter;
- (3) on commencement two pairs of safety boots or shoes and one pair each year thereafter;
- (4) one winter coat each two years;
- (5) one personal set of wet weather gear.

(ii) Part time employees shall be issued with industrial clothing on a pro rata basis.

(c) Appropriate protective equipment shall be worn during working time.

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CLAUSE 25. AREA, INCIDENCE AND DURATION

This agreement shall apply to all employees of the Delta EMD Australia Pty Ltd Company working in the classifications prescribed in Clause 26 of this Agreement, in or in connection with the Company's operations at Newcastle.

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

This agreement shall, having regard to the Industrial Relations Act 1996, have effect from the ^{29th June 2000} ~~date it is certified~~ and shall operate for a period of three years.

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

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



T. Hayer

CLAUSE 26. RATES OF PAY

TABLE 1

| SHIFT OPERATOR | 42 Hour Shift Work (236.8H) Roster Year 1 | | | 42 Hour Shift Work (236.8H) Roster Year 2 | | | 42 Hour Shift Work (236.8H) Roster Year 3 | | |
|----------------|---|--------------------|------------|---|--------------------|------------|---|--------------------|------------|
| | Salary | Fortnightly Amount | Daily Rate | Salary | Fortnightly Amount | Daily Rate | Salary | Fortnightly Amount | Daily Rate |
| | Level 1 | 52112.47 | 2004.33 | 286.33 | 53415.29 | 2054.43 | 293.49 | 55017.74 | 2116.07 |
| Level 2 | 62412.38 | 2400.48 | 342.93 | 63972.69 | 2460.49 | 351.50 | 65891.87 | 2534.30 | 362.04 |
| Level 3 | 64707.18 | 2488.74 | 355.53 | 66324.86 | 2550.96 | 364.42 | 68314.60 | 2627.48 | 375.35 |
| Level 4 | 67001.13 | 2576.97 | 368.14 | 68676.16 | 2641.39 | 377.34 | 70736.44 | 2720.63 | 388.66 |
| Level 5 | 71635.15 | 2755.20 | 393.60 | 73426.03 | 2824.08 | 403.44 | 75628.81 | 2908.80 | 415.54 |
| Level 6 | 76224.58 | 2931.71 | 418.82 | 78130.19 | 3005.01 | 429.29 | 80474.10 | 3095.16 | 442.17 |

TABLE 2

| DAY SUPPORT OPERATOR | 38 HOUR DAY WORK | | | | | | | | |
|----------------------|------------------|--------------------|------------|---------------|--------------------|------------|---------------|--------------------|------------|
| | Annual Amount | Fortnightly Amount | Daily Rate | Annual Amount | Fortnightly Amount | Daily Rate | Annual Amount | Fortnightly Amount | Daily Rate |
| | Year 1 | | | Year 2 | | | Year 3 | | |
| Entry Level | 28308.78 | 1088.80 | 108.88 | 29016.50 | 1116.02 | 111.60 | 29887.00 | 1149.50 | 114.95 |
| Level 1 | 33956.27 | 1306.01 | 130.60 | 34805.18 | 1338.66 | 133.87 | 35849.33 | 1378.82 | 137.88 |

TABLE 3

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| SHIFT FITTERS | 42 Hour Shift Work (236.8H) Roster Year 1 | | | 42 Hour Shift Work (408H) Roster (No bank) Year 2 | | |
|---------------|---|--------------------|------------|---|--------------------|------------|
| | Salary | Fortnightly Amount | Daily Rate | Salary | Fortnightly Amount | Daily Rate |
| | Base | 65443.04 | 2517.04 | 359.58 | 51147.00 | 1967.19 |
| Grade 1 | 74689.73 | 2872.68 | 410.38 | 58353.91 | 2244.38 | 320.63 |
| Grade 2 | 79246.70 | 3047.95 | 435.42 | 61905.57 | 2380.98 | 340.14 |
| Grade 2A | 81568.21 | 3137.24 | 448.18 | 63714.95 | 2450.58 | 350.08 |
| Grade 3 | 83695.16 | 3219.04 | 459.86 | 65526.30 | 2520.24 | 360.03 |

TABLE 4

| SHIFT ELECTRICIANS | 42 Hour Shift Work (236.8H) Roster Year 1 | | | 42 Hour Shift Work (408H) Roster (No bank) Year 2 | | |
|-----------------------|---|-----------------------|------------|---|-----------------------|------------|
| | Salary | Fortnightly Amount | Daily Rate | Salary | Fortnightly Amount | Daily Rate |
| | Base | 66823.69 | 2570.14 | 367.16 | 52540.34 | 2020.78 |
| Grade 1 | 76044.64 | 2924.79 | 417.83 | 59732.76 | 2297.41 | 328.20 |
| Grade 2 | 80590.00 | 3099.62 | 442.80 | 63277.31 | 2433.74 | 347.68 |
| Grade 2A | 82905.91 | 3188.69 | 455.53 | 65083.08 | 2503.20 | 357.60 |
| Grade 3 | 85223.96 | 3277.84 | 468.26 | 66890.74 | 2572.72 | 367.53 |

TABLE 5

| DAY WORK FITTERS & BOILERMAKERS | 38 HOUR DAY WORK | | | | | | | | |
|--|---------------------------------|-----------------------|---------------|------------------|-----------------------|---------------|------------------|-----------------------|---------------|
| | Year 1 (Includes 200 hour bank) | | | Year 2 (No bank) | | | Year 3 (No bank) | | |
| | Salary | Fortnightly Amount | Daily Rate | Annual Amount | Fortnightly Amount | Daily Rate | Annual Amount | Fortnightly Amount | Daily Rate |
| Base | 43469.09 | 1671.89 | 167.19 | 36638.68 | 1409.18 | 140.92 | 37737.96 | 1451.46 | 145.15 |
| Grade 1 | 49633.70 | 1908.99 | 190.90 | 41827.24 | 1608.74 | 160.87 | 43082.00 | 1657.00 | 165.70 |
| Grade 2 | 52671.57 | 2025.83 | 202.58 | 44384.08 | 1707.08 | 170.71 | 45715.80 | 1758.30 | 175.83 |
| Grade 2A | 54219.36 | 2085.36 | 208.54 | 45686.68 | 1757.18 | 175.72 | 47057.40 | 1809.90 | 180.99 |
| Grade 3 | 55768.69 | 2144.95 | 214.49 | 46990.84 | 1807.34 | 180.73 | 48400.56 | 1861.56 | 186.16 |

TABLE 6

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| DAY WORK ELECTRICIANS | 38 HOUR DAY WORK | | | | | | | | |
|--------------------------|---------------------------------|-----------------------|---------------|------------------|-----------------------|---------------|------------------|-----------------------|---------------|
| | Year 1 (Includes 200 hour bank) | | | Year 2 (No bank) | | | Year 3 (No bank) | | |
| | Salary | Fortnightly Amount | Daily Rate | Annual Amount | Fortnightly Amount | Daily Rate | Annual Amount | Fortnightly Amount | Daily Rate |
| Base | 44872.04 | 1725.85 | 172.58 | 37912.68 | 1458.18 | 145.82 | 39011.96 | 1500.46 | 150.05 |
| Grade 1 | 51036.65 | 1962.95 | 196.29 | 43101.24 | 1657.74 | 165.77 | 44356.00 | 1706.00 | 170.60 |
| Grade 2 | 54074.52 | 2079.79 | 207.98 | 45658.08 | 1756.08 | 175.61 | 46989.80 | 1807.30 | 180.73 |
| Grade 2A | 55622.31 | 2139.32 | 213.93 | 46960.68 | 1806.18 | 180.62 | 48331.40 | 1858.90 | 185.89 |
| Grade 3 | 57171.64 | 2198.91 | 219.89 | 48264.84 | 1856.34 | 185.63 | 49674.56 | 1910.56 | 191.06 |

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TABLE 7

| BOILERMAKERS/ FITTERS | 42 HOUR DAY WORK Year 1 (200 Hour Bank) | | |
|----------------------------------|--|--------------------|-------------------|
| | Salary | Fortnightly | Daily Rate |
| Entry | 52136.69 | 2005.26 | 200.53 |
| Grade 1 | 59480.97 | 2287.73 | 228.77 |
| Grade 2 | 63100.18 | 2426.93 | 242.69 |
| Grade 2A | 64944.16 | 2497.85 | 249.79 |
| Grade 3 | 66789.97 | 2568.85 | 256.88 |

TABLE 8

| ELECTRICIANS | 42 HOUR DAY WORK Year 1 (200 Hour Bank) | | |
|---------------------|--|--------------------|-------------------|
| | Salary | Fortnightly | Daily Rate |
| Entry | 53,673.73 | 2,064.37 | 206.44 |
| Grade 1 | 61,018.02 | 2,346.85 | 234.69 |
| Grade 2 | 64,637.23 | 2,486.05 | 248.61 |
| Grade 2A | 66,481.21 | 2,556.97 | 255.70 |
| Grade 3 | 68,327.02 | 2,627.96 | 262.80 |

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CLAUSE 27. OVERTIME RATES**TABLE 1**

| SHIFT OPERATOR 42H Base | OVERTIME RATE | | |
|-------------------------------|---------------|---------|---------|
| | Year 1 | Year 2 | Year 3 |
| | Rate | Rate | Rate |
| Level 1 | 15.8550 | 16.2514 | 16.7389 |
| Level 2 | 18.9852 | 19.4598 | 20.0436 |
| Level 3 | 19.6832 | 20.1753 | 20.7806 |
| Level 4 | 20.3813 | 20.8909 | 21.5176 |
| Level 5 | 21.7909 | 22.3356 | 23.0057 |
| Level 6 | 23.1870 | 23.7667 | 24.4797 |

TABLE 2

| DAY SUPPORT OPERATOR 38 Hour Base | OVERTIME RATE | | |
|---|---------------|---------|---------|
| | Year 1 | Year 2 | Year 3 |
| | Rate | Rate | Rate |
| Entry Level | 14.3263 | 14.6845 | 15.1250 |
| Level 1 | 17.1843 | 17.6140 | 18.1424 |

TABLE 3

| DAY WORK ELECTRICIAN 38 Hour Base | OVERTIME RATE | | |
|---|---------------|---------|---------|
| | Year 1 | Year 2 | Year 3 |
| | Rate | Rate | Rate |
| Base | 18.2780 | 18.7269 | 19.2791 |
| Grade 1 | 20.8398 | 21.3527 | 21.9836 |
| Grade 2 | 22.1022 | 22.6467 | 23.3164 |
| Grade 2A | 22.7454 | 23.3060 | 23.9955 |
| Grade 3 | 23.3892 | 23.9659 | 24.6752 |

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TABLE 4

| DAY WORK FITTERS & BOILERMAKER 38 Hour Base | OVERTIME RATE | | |
|---|---------------|---------|---------|
| | Year 1 | Year 2 | Year 3 |
| | Rate | Rate | Rate |
| Base | 17.9557 | 18.4045 | 18.9567 |
| Grade 1 | 20.5174 | 21.0303 | 21.6613 |
| Grade 2 | 21.7798 | 22.3243 | 22.9941 |
| Grade 2A | 22.4230 | 22.9836 | 23.6731 |
| Grade 3 | 23.0669 | 23.6435 | 24.3528 |

TABLE 5

| SHIFT & DAYWORK ELECTRICIAN 42 Hour Base | OVERTIME RATE | | |
|---|---------------|---------|--------|
| | Year 1 | Year 2 | Year 3 |
| | Rate | Rate | Rate |
| Base | 20.1300 | 20.6213 | |
| Grade 1 | 22.9357 | 23.4971 | |
| Grade 2 | 24.3184 | 24.9144 | |
| Grade 2A | 25.0228 | 25.6364 | |
| Grade 3 | 25.7279 | 26.3592 | |

TABLE 6

| SHIFT & DAYWORK FITTERS & BOILERMAKERS 42 Hour Base | OVERTIME RATE | | |
|---|---------------|---------|--------|
| | Year 1 | Year 2 | Year 3 |
| | Rate | Rate | Rate |
| Base | 19.8077 | 20.2990 | |
| Grade 1 | 22.6134 | 23.1748 | |
| Grade 2 | 23.9961 | 24.5921 | |
| Grade 2A | 24.7005 | 25.3141 | |
| Grade 3 | 25.4056 | 26.0369 | |

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ADMINISTRATIVE GUIDELINES

1. ADMINISTRATION OF ANNUALISED SALARIES

Leave Entitlements

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

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Employees Moving From Shift to daywork

A shift employee's entitlement on the day of transfer will be calculated and the difference in entitlement between shiftwork and daywork will be paid out to the employee.

2 WORKERS COMPENSATION

Employees who participate fully in rehabilitation following an injury will be paid either the annualised salary or the fortnightly base wage. This payment would continue for 26 weeks subject to individual employees being prepared to follow the Company Rehabilitation Policy. Normal review of forward payments and leave arrangements for any individual extending beyond 26 weeks would take place at that time.

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

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

3. MOBILE PHONE GUIDELINES

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

For existing and new employees the following guidelines will apply:

- (a) Once received the mobile phone will be the responsibility of the employee. Damage, loss and/or repair will be the sole responsibility of the employee.
- (b) As the mobile phone has been provided for call back situations it is not needed when any employee is working normal roster.

T. Hojeler

- (c) If an employee brings his/her mobile phone to work it is not to be carried onto the plant.
- (d) Each employee will ensure they have a mobile phone in working order and that the number is provided to appropriate employees to allow contact as and when required.
- (e) The Company's liability is limited to \$20.00 per month to cover access fees and a contribution towards calls associated with plant coverage requirements for those employees paid an hours bank.

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

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

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



PRODUCTION GUIDELINES

1. WORKING ARRANGEMENTS FOR OVERTIME BANK

Allocation of Overtime Bank

New employees joining Delta under this agreement will have their 200 hours apply on a pro-rata basis.

Overtime Bank

The administration department via the timesheet system will maintain individual overtime banks. Hours will be deducted from that bank on an annual basis, when worked for absenteeism cover, plant breakdowns, plant meetings and training.

200 hours overtime contains the following allocation:

126 hours for coverage of absences & breakdowns
50 hrs for training
24 hrs for meetings

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All employees in a team or crew will be required to work an even amount of overtime and that no employee will be allowed to be 24 hours in advance or behind the crew average.

Transfers to New Crew

When an employee transfers to a new crew he or she will assume the average overtime bank that the rest of the new crew has at that point of time. He or she will forfeit his existing bank whether ahead or behind the new crew average.

Last 2 Months of The Anniversary Date of the Agreement

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

Overtime in Excess of Bank Hours

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

Overtime worked on a Public Holiday

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

Planned Plant Shutdowns / Activities

The parties agree that any employee asked by the Maintenance or Production Superintendent to work overtime on a scheduled major plant shutdown or activity will be paid at overtime rates.

Shutdowns / Extended Breakdowns

A shutdown / extended breakdown is an incident where a piece of equipment is de-commissioned and the following circumstances apply:

1. the period of shutdown/breakdown is greater than 24 hours, and
2. is manned around the clock 24 hours, and/or
3. is pre-planned (at least 48 hours notice) with maintenance and production, or where work is continuing on an unplanned incident beyond 24 hours.

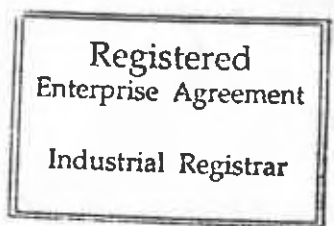
Where an employee is required to work on a shutdown / extended breakdown the additional hours worked above their normal rostered hours subject to the above conditions will be paid at penalty rates. These hours are in addition to the employee's overtime bank and will not reduce the bank hours.

Provision Of Contact Number

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

2. LABOUR ESTABLISHMENT

| | No. | Comment |
|------------------|-----------|--|
| Plant Operators | 24 | 6 per shift (4 operators + 1 Relief + 1 Spare) |
| Support Services | 9 | Dayworkers Tasks: Harvesting Cell Cleaning Housekeeping Problems Bagging Filter Cloth Changes Assisting Plant Operators (When requested) Isolations (Harvesting & Bagging) Work Permits (Harvesting & Bagging) |
| Total | 33 | |



3. ROLES & RESPONSIBILITIES

Plant Operators

Similar roles and responsibilities to previous arrangement including all plant operators being required to act in an operator/maintainer role undertaking certain maintenance activities to support maintenance personnel on day work. Training will be provided as appropriate. The maintenance activities to be performed will be minor maintenance and will include the following. This list is not limited however will be restricted to tasks of a similar nature to those listed below. Any changes to this list will be made in consultation with the relevant parties.

BREAKDOWN SITUATION

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

Removal and replacement of spool pieces or blanks

Clearing blocked pipelines (not acid) with low pressure water

Clean the work area in preparation for job

Isolation

Assist as trades assistant (where possible)



SCHEDULED WORK

Checklists of equipment condition

Lubrication and greasing

Calibration of pH probes (both lab and field, where the calibration can be completed in the field without opening the transmitter.)

Additionally the responsibility for running the waste water plant is to reside with the Kiln operator, who will in turn utilise the assistance of the A/L relief or spare operator and support services personnel as required.

Annual Leave Relief Operator

For 30 weeks per year the operator will be working in one of the 4 plant areas or will be on holidays.

Tilger

For the remaining 22 weeks a year this person will be required to assist the other operators in running the plant, whilst covering for project work, absences & training, in conjunction with the spare operator.

Spare Operator

This position will be used for, plant support activities, project work (directly or covering others for same), training including on-shift refresher training, illness, workers compensation absences, LSL and all other types of leave.

The spare operator works the normal shift pattern unless requested by a Production Superintendent to work dayshift for project work. The Production Superintendent will provide a written scope for any project work requested however the merit/content of any project will not be a matter for debate between operators and the Company. The Company agrees that unless exceptional circumstances exist, the use of the spare operator for project work will not result in a crew working with only 4 operators for more than 2 "runs" of shifts.

Support Services Operators

The duties are as listed under support services above.

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Emergency Site Controllers

It is a requirement that each crew has two emergency site controllers to provide an effective immediate response to any emergency. In situations where no emergency controllers are on site the shift crew must ensure that a trained plant operator is nominated to act in a relief capacity. The minimum training required for an emergency site controller is the Site Emergency Plan Training. Additional optional training will be offered to improve skills.

Shift Administrator

It is a requirement that each crew has one shift administrator who manages the following:

- maintains the call-out arrangement system for his or her crew
- the crew attendance board
- recognises and initiates any callouts that may be required to cover absences
- organises coverage of overtime, that is available to his or her own crew, when on site and requested by a production superintendent.

In situations where no shift administrator is on site the shift crew will appoint someone to act in a relief capacity.

4. WORKING ARRANGEMENT FOR ANNUALISED SALARIES

Structure of Plant Operators

| | A | B | C | D |
|-------------------|---|---|---|---|
| Kiln + WWT | 1 | 1 | 1 | 1 |
| Leach | 1 | 1 | 1 | 1 |
| Cell House | 1 | 1 | 1 | 1 |
| Product Finishing | 1 | 1 | 1 | 1 |

| | | | | |
|---------------------|---|---|---|---|
| Annual Leave Relief | 1 | 1 | 1 | 1 |
| Spare Operator | 1 | 1 | 1 | 1 |
| Total | 6 | 6 | 6 | 6 |

Minimum Plant Numbers

With all sections of the plant operating it is required that the site be manned by no less than four operators. In the situation where less than 4 operators are on site the on-duty production superintendent is to be contacted. The production superintendent will then decide on what action should be taken.

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Sick Leave Coverage

1) Short term absences (ie, absences of two (2) days or less)

Short term absences are to be covered by the Shift Team by use of the annual leave relief or spare operator when not on dayshift doing project work. If there is no spare labour to cover the absence then it is to be covered by a "rostered-off" employee as part of a call-in arrangement. The operator called in will have the hours worked deducted from his/her overtime bank and will receive no additional payment. If after one person is called in to work "off the bank" there are additional absences they are to be covered by rostered-off operators who will be paid overtime rates or T.I.L.

Workers compensation cases are to be treated initially as per sick leave with employees covering off the overtime bank. However when an absence is confirmed by the Company as workers compensation, the hours worked to cover the absence will be paid as overtime (separate to the bank) or time in lieu granted, and any changes in bank hours, reversed.

2) Long term absences (ie, absences of greater than 2 days)

After the shift team has covered the absence for two days, the Company will organise coverage utilising spare labour, roster changes or overtime.

Annual Leave

Annual Leave

Only 1 person per shift crew is allowed to be on annual leave. Each shift is provided with an Annual Leave Relief Operator to cover for annual leave.

Annual Leave Roster

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

- 1) There will be no more than one employee per crew on annual leave at any one time.
- 2) A minimum of 120 hours (or 50% for daywork employees) of the annual leave entitlement must be taken in one continuous leave period.
- 3) Employees must ensure that a minimum of 50 % of their annual leave entitlement is included on the roster for the next 12 months. Annual leave put on the roster can be moved or altered at any time to dates where there are no other Company sponsored activities (such as training) already booked, provided that the minimum quantity of leave is still rostered and that the guidelines for rostering leave are followed.

- 4) Training will be arranged for the remainder of each calendar year taking into account all pre-booked training as of the 1st March of that year. Subsequent requests for annual leave may be granted if there is no conflict with planned training, and/or if the employee is prepared to attend the training while on leave (with an appropriate adjustment to leave entitlement balance). Otherwise, planned training will generally take precedence over requests for annual leave.
- 5) Under the Delta policy on maximum annual leave accrual (which states a maximum of 2 years entitlements), if employees do not book adequate leave the Company will allocate annual leave to ensure no person is in excess of the maximum accrual. If mutually agreed between the Company and the employee, employees may be allowed to accumulate more than 2 years entitlements where special circumstances exist.

Long Service Leave & Parental Leave

Long Service Leave, Parental Leave and all other forms of leave (except annual leave) will be covered by spare operators, roster changes and as a last resort overtime.

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

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

Vacancies

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

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Swapped Shifts

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

Meetings

Shift Operators are to attend meetings in their own time, up to 24 hours per annum, where these meetings are compulsory for all shift operators. These hours will be deducted from the employee's bank of hours. Meetings in excess of 24 hours per annum will be paid at overtime penalty rates or time off in lieu granted.

In particular, Shift Operators are expected to attend area meetings and these will be organised on a regular basis between the hours of 7.00am to 11.00am on a day that is practicable.

Company sponsored meetings such as the OH & S Committee, Emergency Site Controller and Joint Consultative Committee, where only a crew representative attends will be planned for normal working hours. If attendance is required outside of the employee normal working hours, the Company will arrange firstly for a change of shift or if this is not possible, payment will be made at overtime rates for attendance, or time off in lieu granted.

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Training

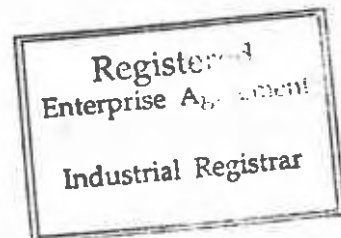
For all training that occurs outside normal working hours, employees will attend in their own time up to a maximum of 50 hours per annum. These hours will be deducted from the employee's bank of hours. Training in excess of 50 hours per annum will be paid at overtime penalty rates or time off in lieu granted. Where training occurs outside normal working hours, the minimum time period employees would be asked to attend, would be 4 hours.

5. TRAINING & DEVELOPMENT

The parties agree to review the current training and development system with a view to making training more relevant to the workplace and organisational objectives.

6. REVIEW OF GUIDELINES

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



MAINTENANCE GUIDELINES

The following guidelines are based on the situation where circumstances do not change within the whole of a calendar year, e.g., working shiftwork instead of day work. As it is intended that shiftwork for the maintenance crews will be

- a) shared, and
- b) phased out,

then the following guidelines may in some circumstances need to be applied on a 'pro rata' basis, depending on how much shiftwork is worked, and also depending on the timing of the cessation of the overtime bank. Where a 'pro rata' basis should be used it will be mentioned at the appropriate points below. The intention is to be fair to individuals and to the Company.

As the overtime bank will cease to be required by the maintenance group once the 24 hour shift coverage ceases (expected to be about 12 months after the certification of this agreement), a number of the clauses of this Attachment will no longer be required. Those clauses that will cease to have effect when the overtime bank is finished are also noted below.

1. WORKING ARRANGEMENTS FOR OVERTIME BANK

(Note : this clause ceases to have effect once the use of the overtime bank is finished.)

Allocation of Overtime Hours

New employees joining Delta under this agreement will have their 200 hours apply on a pro-rata basis.

Overtime Bank

The administration department via the timesheet system will maintain individual overtime banks. Hours will be deducted from that bank on an annual basis, when worked for absenteeism cover, plant breakdowns, plant meetings and training.

200 hours overtime contains the following allocation:

- 152 hours for coverage of absences & breakdowns
- 32 hrs for training
- 16 hrs for meetings

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(Note : the number of hours that would be expected to be used for training and meetings will be a proportion of the above based on how much shift work is worked.)

Within each workgroup, the Company will not require more than one person at any time to cover breakdowns from the overtime bank.

All employees in a team or crew will be required to work an even amount of overtime and that no employee will be allowed to be 24 hours in advance or behind the crew average.

Last 2 Months of the Anniversary Date of the Agreement

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

Overtime in Excess of Bank Hours

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

Overtime worked on a Public Holiday

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

Planned Plant Shutdowns/ Activities

The parties agree that any employee asked by the Maintenance or Production Superintendent to work overtime on a scheduled major plant shutdown or activity will be paid at overtime rates.

Shutdowns/Extended Breakdowns

A shutdown/extended breakdown is an incident where a piece of equipment is de-commissioned and the following circumstances apply:

1. the period of shutdown/breakdown is greater than 24 hours, and
2. is manned around the clock 24 hours, and/or
3. is pre-planned (at least 48 hours notice) with maintenance and production, or where work is continuing on an unplanned incident beyond 24 hours.



Where an employee is required to work on a shutdown/extended breakdown the additional hours worked above their normal rostered hours subject to the above conditions will be paid at penalty rates. These hours are in addition to the employee's overtime bank and will not reduce the bank hours.

Provision Of Contact Number

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

2. LABOUR ESTABLISHMENT FOR ANNUALISED SALARIES

(Note : this clause ceases to have effect once the use of the overtime bank is finished.)

Mechanical Fitters 10 positions

Boilermakers 2 positions

Electricians 6 positions



3. ROLES & RESPONSIBILITIES

- Maintain process and all ancillary equipment to produce high quality EMD and MnO.
- Conduct preventative maintenance activities in line with the scheduled maintenance systems, provide input and feedback on systems, and revise systems as required.
- Perform housekeeping and cleaning functions to maintain the workshop and surrounds to a high standard, and to leave all work areas in a safe and tidy condition.
- Maintain maintenance equipment and tools in line with statutory requirements.
- Prepare purchase requisitions/store requisitions for spare parts and/or store consumables as required.
- Prepare stock modification requests for parts that should be kept on site, and for any parts that are in stock but not correctly cross-referenced in the stores computer catalogue.
- Assist maintenance engineer and/or maintenance co-ordinator as required in the performance of maintenance, capital and project work.
- Prepare shift records as required.
- Record all necessary relevant information on work orders for entry into maintenance management systems.
- Any functions that are currently contracted out to become part of routine duties as opportunities and training allow.
- Assist operations personnel with on the job instruction in minor maintenance and shared tasks.

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

4. WORKING ARRANGEMENTS WITH & WITHOUT OVERTIME BANK

Annual Leave

In principle there will initially be only 2 fitters, 1 electrician and/or 1 boilermaker off on annual leave at one time. Once the 'back shift' coverage ceases (expected to be one year after signing of the agreement), the number of fitters and electricians that may be on annual leave at one time will increase to three and two respectively, provided that the concurrent taking of annual leave and Rostered Days Off does not at any time create a situation where there are more than three fitters or two electricians not available for work.

Annual Leave Roster

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

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

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Long Service Leave

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

Rostered Days Off (RDOs)

The agreed intention for RDOs is that they should be taken when they fall due. The days on which the RDOs are taken will be arranged so as to minimise the number of times when more than one person from each workgroup is on an RDO. It is also recognised that the days either side of weekends are 'preferred days' for RDOs, and that as far as possible the Company will accommodate the desire to use these 'preferred days' for RDOs. With this in mind the following guidelines should be followed:

1. RDOs can only be accrued for one period, and only then when it is not possible to take the RDO in the period that it falls due. Accrued RDOs should be taken as soon as possible within the following period, and definitely by the mid-point of that following period.
2. An RDO can be booked only on a day when there is no other member of the same workgroup already booked for an RDO.
3. Allocation of RDOs will be by way of a roster maintained by the workgroups themselves.

5. WORKING ARRANGEMENT FOR ANNUALISED SALARIES

(Note : this clause ceases to have effect once the use of the overtime bank is finished.)

Plant Coverage

Under normal operation the plant will require the following coverage each shift:

- Fitters 1 per shift
- Electricians – minimum plant coverage:
 - 1 electrician of dayshift (7am to 7pm Monday to Monday).
 - 1 electrician on call for the remainder of the week.
- Boilermakers – Monday to Friday day work coverage.

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Sick Leave Coverage

Sick leave by an employee will firstly be covered by spare labour on the shift, if available. If no spare labour or change of roster to cover is available then the vacancy will be covered by employees on overtime as per call out roster. A decision will be made within two days by the crew on how the absence will be covered on the long term if required. Coverage of the long term absence may be by one of the following options:

- Spare labour from another shift/day work.
- Change of roster.
- Use of supplementary labour eg contractor.

Annual Leave

Shift positions will be covered by spare labour available on day work or by change of roster.

While participating in the sharing of the shift positions, annual leave should be taken only in whole 'blocks' of the roster (a 'block' being the period between periods of being rostered off), in fairness to those who will be swapped onto shift to cover the person taking annual leave.

The amount of annual leave taken while participating in the sharing of the shift positions should be in proportion to the amount of time actually spent on shift.

Due to the sharing of the shift positions, the value of accrued leave will go up and down as people move onto shift work and back off it respectively. Rather than correcting the value of this entitlement each time there is a move onto or from shiftwork, leave up to the amount accrued under the relevant scenario (shiftwork versus day work, overtime bank or no overtime bank) will be paid at the appropriate rate for the roster being worked. Leave taken in excess of that accrued under the appropriate scenario will be paid at the day work rate. If the amount of leave taken under each scenario is less than that accrued under the same scenario, the remaining additional benefit will be paid when the sharing of shift work is complete and the actual amount of shift work is known.

Long Service Leave & Parental Leave

Long Service Leave, Parental Leave and all other forms of leave (except annual leave) will be covered by spare labour, roster changes and as a last resort overtime.

Vacancies

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

Swapped Shifts

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

Meetings

Shift tradesmen are to attend meetings in their own time, up to 16 hours per annum, where these meetings are compulsory for all shift tradesmen. These hours will be deducted from the employee's bank of hours. Meetings in excess of 16 hours per annum will be paid at overtime penalty rates or time off in lieu granted.

In particular, shift tradesmen are expected to attend maintenance area meetings and these will be organised on a regular basis between the hours of 7.00am to 11.00am on a day that is practicable.

Company sponsored meetings such as the OH & S Committee, Joint Consultative Committee, etc. will be planned for normal working hours. If attendance is required outside of the employee's normal working hours, the Company will arrange firstly for a change of shift or if this is not possible, payment will be made at overtime rates for attendance, or time off in lieu granted.

6. ELECTRICIANS COVERAGE

(Note : this clause ceases to have effect once the use of the overtime bank is finished.)

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To provide a 24 hour plant coverage the following arrangements have been made with the electrical group. These arrangements are based on electrician salaries for 7 day 24 hour coverage of the plant. Variation to roster arrangements will be made in accordance with and consistent with the Enterprise Agreement.

- A new roster arrangement has been developed in consultation with the Company to enable split shifts to be worked. This will enable a wider spread of hours and greater coverage of the plant. The roster is subject to ongoing review between the Maintenance Superintendent and the electrical group, however there is a requirement for there to be a maximum of 7 hours between the end of one shift and the beginning of another through Monday to Friday. There must be mutual agreement for the roster system to be varied.
- If an electrician is called out during the unmanned hours they may elect to either continue working through as if that was the shift or may elect to defer the time worked as time in lieu and deduct the time from a shift that is suitable to both parties.

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7. TRAINING & DEVELOPMENT

The parties agree to continue investigations into reviewing the training system. During the life of the agreement training will be organised as required and as is necessary under statutory obligations to meet the business needs.

The Company will continue to support employees committed to external ongoing courses as per previous arrangements.

The parties agree that training required by the Company should be arranged as follows:

1. Employees to attend in normal working hours with coverage of absence by spare labour.
2. If the release of the employee for training cannot be covered by spare labour, training to be reorganised
 - first 32 hours as part of overtime bank
 - additional hours to be paid at overtime rates

The trainee and tradespeople on dayshift will provide flexibility to allow release of people from normal rostered shifts to attend training sessions.

Once a training program has been completed which allows the development of individual training programs, the parties commit to introducing development reviews to assist in the development of individuals and setting training plans.

8. REVIEW OF GUIDELINE

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