

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/17

**TITLE:** Port Kembla Copper Enterprise Agreement 2002

**I.R.C. NO:** IRC2/7289

**DATE APPROVED/COMMENCEMENT:** 24 December 2002 / Commenced 1 April 2002

**TERM:** 31 March 2004

**NEW AGREEMENT OR  
VARIATION:** Replaces EA00/50

**GAZETTAL REFERENCE:** 28 February 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 44

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of Port Kembla Copper Pty Ltd, employed in classifications set out in Appendix 1 - PKC Work Classification System

**PARTIES:** Port Kembla Copper Pty Ltd -&- The Australian Workers' Union, New South Wales

**FILED**  
20 DEC 2002  
OFFICE OF THE INDUSTRIAL  
REGISTRAR

**Port Kembla Copper Pty. Ltd.**

**ENTERPRISE AGREEMENT**

**2002**

Registered  
Enterprise Agreement  
Industrial Registrar

Document Author pkcslam	Revision Number: 3	Date Issued 19/11/2002	Page 1 of 43
----------------------------	-----------------------	---------------------------	--------------

## Table of Contents

### Clause

1. Title	3
2. Application and Scope	3
3. The Aims and Purpose of This Agreement	3
4. Former Awards and Agreements Superseded	5
5. Date and Period of Operation	5
6. Demarcation	5
7. EBA and Issue Review Group	6
8. Contract of Employment	7
9. Medical Fitness	7
10. Hours of Work and Rosters	8
11. External Costs Substitution Scheme	12
12. Dispute Resolution	13
13. Training and Skills Development	14
14. Protective Clothing	15
15. Leave Due to Illness or Injury	15
16. Compassionate Leave	15
17. Annual Leave	16
18. Long Service Leave	16
19. Parental Leave and Adoption Leave	16
20. Public Holidays	16
21. Annualised Salaries	17
22. Time and Payment of Salaries	18
23. Jury Service	19
24. Apprentices	19
25. Superannuation	19
26. Salary Review and No Further Claims Commitment	20
27. Signatories	21
<b>Appendices</b>	
Appendix 1 – PKC Work Classification System	22
1. Review of Work Classification System	22
2. Overview of the System	22
3. Progression Through the Process Technician's Training System	23
3.1 Prescribed Modules in the Smelter	23
3.2 Prescribed Modules in the Refinery	25
3.3 Prescribed Modules in Site Services	26
4. Progression Through Maintenance Technician's Training System	27
4.1 Mechanical Maintenance	27
4.2 Electrical/ Instrument Work	28
5. General Training Guidelines	30
6. Competency Based Training Process	31
7. Personal Attributes	32
Appendix 2 – Composition of the Annualised Base Salary/MiC Allowance	35
Appendix 3 – ECS Scheme	37
Appendix 4 – Essential Services	39
Appendix 5 – Acting Allowance – Level 3 Technician	41
Appendix 6 – Rates of Pay	42

Registered  
Enterprise Agreement  
Industrial Registrar

Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 2 of 43
----------------------------	-----------------------	---------------------------	--------------

## 1. TITLE

This Agreement shall be known as the *Port Kembla Copper Enterprise Agreement 2002* and shall be submitted to the Industrial Relations Commission of New South Wales for approval in accordance with Section 34 of the Industrial Relations Act, 1996.

## 2. APPLICATION AND SCOPE

The parties to this Agreement are Port Kembla Copper ("the Company") and the Australian Workers Union, NSW ("the AWU").

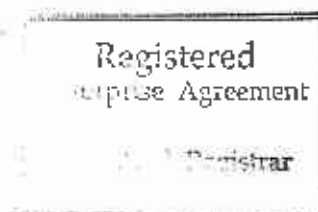
This Agreement is binding upon the Company, the AWU and the employees of the Company employed in classifications set out in Appendix 1 – "PKC Work Classification System".

## 3. THE AIMS AND PURPOSE OF THIS AGREEMENT

This Agreement continues to give effect to the terms of a Memorandum of Understanding signed in June 1996 by Furukawa Co. Ltd, Nissho Iwai Corporation and the AWU Amalgamated Union. This Memorandum of Understanding concerns the continued operations of a copper smelting and refining operation at Port Kembla.

The Parties to this Agreement agree that the operations covered by this Agreement must achieve best international standards of excellence and best practice in all relevant respects including:

- Operational and business performance;
- Work organisation;
- Labour flexibility;
- Absence of any work demarcations;
- Hiring practices;
- Continuous improvement;
- Training and development;
- Quality; and
- Harmonious employee relations.



Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 3 of 43
----------------------------	-----------------------	---------------------------	--------------

The parties to this Agreement recognise the need to develop, through the process of consultation and participation, a viable and competitive enterprise in a highly competitive International market. This objective can only be achieved by:

- Developing an enterprise culture that acknowledges the right of employees to equal opportunity in employment based on merit and the requirements of the job without regard to factors such as sex, race, colour, religion, age, marital status or sexual preference;
- Maximising the efficiency and prosperity of the organisation for the benefit of employees, shareholders, suppliers, contractors, customers and the community;
- Developing the most productive, co-operative and harmonious working relationship possible.

To achieve these objectives the parties agree:

- To organise work in a fully flexible manner within the operational requirements of the site;
- To undertake any duties required (as well as any environmental licensing requirements) subject to their skill, knowledge and competence;
- That subject to the above there will be no demarcation between any employees on the site (the Company understands that there is a difference between normal maintenance performed by a production Technician and major planned maintenance);
- To constantly seek improvement in safety, health, productivity, efficiency, quality, housekeeping and the environment;
- To develop and promote trust and motivation within the site through honesty and mutual respect.

Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 4 of 43
----------------------------	-----------------------	---------------------------	--------------

#### **4. FORMER AWARDS AND AGREEMENTS SUPERSEDED**

This Agreement supersedes and prevails over any award, custom or practice, or any other industrial agreement, which may have applied to employees on this site in the past.

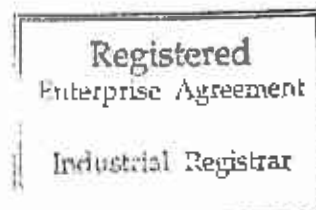
#### **5. DATE AND PERIOD OF OPERATION**

This Agreement shall operate for two years from 1 April 2002 and shall remain in force until 31 March 2004.

Three months before the date of expiration of this Agreement the parties will commence negotiations about the extension, variation or replacement of this Agreement.

#### **6. DEMARCATION**

- 6.1 Consistent with the Memorandum of Understanding, it is the intent of the parties to this Agreement to create an environment that encourages and supports a highly skilled and committed workforce. Participation and the development of employees will be a priority for the betterment of the business and the individual.
- 6.2 To this end, work will be organised to maximise the flexibility of the workforce and to enable employees to work to the limit of their skills and capabilities. This includes the use of all of their skills including those acquired at lower levels of the work classification system.
- 6.3 There will be no artificial barriers preventing employees from performing all tasks in which they are competent and can safely perform. Any employee may be allocated, and be required to perform, any work that they can competently and safely perform.



Document Author pkcslam	Revision Number: 3	Date Issued 19/11/2002	Page 5 of 43
----------------------------	-----------------------	---------------------------	--------------

## **7. EBA AND ISSUE REVIEW GROUP**

- 7.1 It is acknowledged that real change that results in long-term benefits for the organisation as a whole is only possible when all parties have the desire and intent to work positively towards it. Such desire and intent is created where information and views are shared and discussed openly in an atmosphere of understanding and respect.

To this end, the parties to this Agreement commit to the establishment and maintenance of processes through which changes to the organisation and the performance of work; the implementation of this Agreement; and general issues, can be discussed and monitored. This is to ensure that the interests of employees and the organisation are properly considered.

- 7.2 To achieve this, the Port Kembla Copper EBA and Issue Review Committee will be established as a regular consultative forum for the discussion of workplace issues. The committee will complement, but not replace, the agreed dispute settling procedure process set out as part of this Agreement (see clause 12).

The Committee shall comprise five (5) employee representatives and four (4) representatives of management as set out in clause 7.3.

- 7.3 An annual ballot of employees will elect the employee representatives. The employee representation will comprise two (2) representatives from the Smelter, two (2) from the Refinery and one (1) from Site Services.

The election of employee representatives will be done by a mutually agreed process and will be jointly carried out.

- 7.4 A co-operative approach towards resolving any conflict will be adopted.
- 7.5 The Port Kembla Copper EBA Review Committee shall meet on the third Wednesday of each month at 3.00 pm (or otherwise as agreed).

Employee representatives who are not scheduled to work on the day of this meeting will accrue additional annual leave hours equivalent to the duration of the meeting (on an hour-for-hour basis).

- 7.6 Minutes of each meeting will be distributed to all employees as soon as possible after the meeting by means of site noticeboards, e-mail and any other appropriate communication channels (including printers).



Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 6 of 43
----------------------------	-----------------------	---------------------------	--------------

## **8. CONTRACT OF EMPLOYMENT**

- 8.1 The Company may employ employees on a full-time basis or, after consultation with employees, on a part-time basis.
- 8.2 The Company may terminate employment by the giving of two weeks' notice, or by payment of two weeks' salary in lieu of notice.

The employee may terminate employment by the giving of two weeks' notice. If an employee fails to give notice, or fails to work the whole of their notice period, the employer has the right to withhold monies owed to the employee to a maximum amount equal to their rate of pay for the whole period of notice.

- 8.3 During their first three months of employment, a new employee shall be employed on a probationary basis during which their employment may be terminated upon seven days' notice, or seven days' salary in lieu of notice.

The performance of probationers will be reviewed at the end of their first four weeks and at the end of their first eight weeks of employment. (This is for deciding whether to continue their period of probation). The final decision on whether to offer a permanent position will be made no later than seven days before the expiry of their three-month period of probation.

Probationers will receive their first appraisal one-month after starting.

- 8.4 Where it is appropriate to do so, the Company may dismiss an employee without notice, or without a payment in lieu of notice, for serious misconduct that justifies instant dismissal.

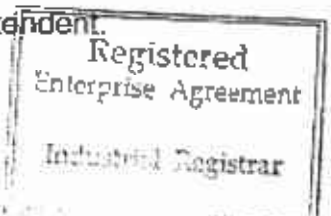
## **9. MEDICAL FITNESS**

Employees shall undergo periodical medical examinations in accordance with the Company's reasonable requirements.

The union and the Company agree to implement a drug and alcohol policy as per the OH&S legislation.

Employees can be required to undertake lead and arsenic level testing on an annual basis. Testing can be undertaken more regularly if required, or on a voluntary basis. Testing may also apply to employees working in any specific work area where there appears to be a problem.

Results of medical tests will be forwarded to the Company's HR Manager and then to the employee. As a duty of care issue, the results will then be forwarded to the employee's manager and superintendent. General confidentiality will be maintained for all test results.



Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 7 of 43
----------------------------	-----------------------	---------------------------	--------------



## 10. HOURS OF WORK AND ROSTERS

10.1 Varieties of shift work arrangements are available and may be adopted to meet the needs of the Company's operations including:

- Shifts of up to twelve hours in duration;
- Shifts spanning up to seven days per week.

10.2 The starting and finishing times of shifts shall be set and varied by the Company to meet the requirements of the Company's operations.

10.3 For employees other than shift workers, ordinary hours will be worked between 6.00 am and 6.00 pm, Monday-to-Friday, at the discretion of the Company.

10.4 An employee may be required to transfer to a different shift, or a different roster pattern, upon not less than 48 hours' notice, or by agreement between the employee and the supervisor if the notice is less than 48 hours.

The Company will consult with the affected employee before the change.

10.5 An employee may be required to transfer to shift work, or from shift work, on not less than 48 hours notice. As a general rule, and wherever possible, the Company will give seven days' notice of a transfer to shift work, or from shift work.

The Company will consult with the affected employee before the change.

10.6 In developing work rosters, and in particular rosters which contain shifts in excess of eight hours and up to twelve hours, regard shall be had to the appropriate standards to ensure the safety and health of employees is properly considered. This will be done in conjunction with the OH&S Act, WorkCover guidelines and reasonable working hours.

10.7 Employees (other than continuous shift workers) are required to work five days per week, Monday-to-Friday. The applicable salary includes payment that takes into account the requirement to work 8 hours per day.

10.8 Provision has been made in the annual salary for the hours associated with particular working patterns and rosters.

10.9 It is expected that there will be a need for additional hours to be worked outside the hours that are contained in their roster. These hours are

Registered  
Enterprise Agreement  
Industrial Registrar

Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 8 of 43
----------------------------	-----------------------	---------------------------	--------------

'planned' or 'unplanned' and are outlined in detail in clauses 10.10 and 10.11.

#### 10.10 Pre-paid planned hours

The parties to this agreement recognise that the salary package for the position includes a component for pre-paid planned hours. This component comprises two hours per week and these hours are for attendance at meetings and briefings, training and for time spent on procedure writing and development.

If in any week the pre-paid planned hours are not used for the purposes outlined above, these hours will not be accumulated unless the employee chooses to do so.

#### 10.11 Pre-paid unplanned hours

The parties to this agreement recognise that the salary package for the position includes a component for pre-paid unplanned hours. Pre-paid unplanned hours may include the performance of call-out duties as per clause 10.13 of this Agreement. This component comprises two hours per week.

Any other unplanned hours worked are deducted from the 36 hours in each calendar year.

The Company may require a person to work additional hours in accordance with 10.12 and 10.13 of this agreement.

#### 10.12 Reasonable hours

An employee shall work reasonable additional hours in accordance with the requirements of the Company to meet the needs of the Company's operations.

#### 10.13 Call-out arrangement

The intent of the call-out roster is to ensure that operations are not affected by any unforeseen, unexpected or unplanned Technician absence.

The following call-out protocol is to be used in situations where a Technician is unavailable for work due to sickness (including carer's leave), injury and all other forms of short-term leave with the exception of planned annual leave.

A call-out roster has been (or will be) drawn up for each crew to cover any shortfall in numbers so that the plant runs in a safe, productive and environmentally compliant manner.

Registered  
Enterprise Agreement  
Industrial Registrar

Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 9 of 43
----------------------------	-----------------------	---------------------------	--------------

Due to our plant now operating at a level closer to our design specifications, it is thought that the vast majority of sick notifications will need to be covered by this call-out roster and its rules. If there is any doubt whether a call-out will be required, the supervisor concerned is to consult with employees of the relevant area to determine a need to call out or not.

Call-outs should only be for activities normally performed during the course of a shift, and for work that a person is capable of doing. Each department will draw up a call-out roster that is suitable for their needs.

A re-arrangement of the crew set-up may need to occur to accommodate the skills and experience level of the called-out person.

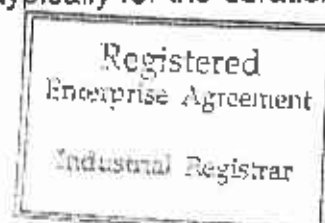
When additional unplanned hours are worked in excess of 36 hours in a calendar year, the Superintendent/Supervisor will provide extra annual leave. This is calculated based on an hour of extra leave for each unplanned hour worked in excess of 36 hours in that calendar year.

The Superintendent shall, wherever practicable, arrange for the extra accrued leave to be taken as soon as possible, at a mutually convenient time.

A Technician who has reached their 36 hours in a calendar year may arrange a swap of their turn on the call-out roster with another Technician on their crew. Any swap will need to be communicated to, and accepted by, that crew's supervisor.

The following guidelines are to ensure that the crew could continue to meet all the safety, environmental and production objectives for that shift:

- i. Call-outs are for short-term, unexpected absences of up to three consecutive shift's duration in a working block. They include all absences with the exception of planned annual leave (unplanned emergency annual leave is also covered by the call-out roster).
- ii. Where a person notifies PKC that they will be unavailable for four shifts or more, the persons on the call-out roster will only cover the first two shifts. Alternative arrangements will be made to cover the balance of the absence.
- iii. The standard call-out requirement for a Technician is 36 hours each calendar year. Call-outs will be typically for the duration of the shifts covered.



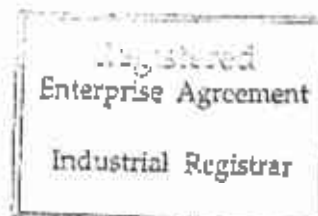
Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 10 of 43
----------------------------	-----------------------	---------------------------	------------------

- iv. Once a Technician who has been called back into work reaches their 36 hours, they will remain on the call-out roster and accrue extra annual leave hours for any subsequent call-out hours worked in that calendar year (unless they arrange a swap with a fellow Technician and this is communicated to, and accepted by, their supervisor).
- v. Contact should be made with the stand-by person between 6:00 am and 8:00 am, and 6:00 pm and 8:00 pm.
- vi. The stand-by Technician needs to be contactable (by phone) between the hours of 6:00 am and 8:00 am, and 6:00 pm and 8:00 pm (home number or mobile) and be fit and ready to come in to work.
- vii. If the standby person is sick, then that person should contact the supervisor ASAP so that alternative arrangements can be made.
- viii. If the standby person has phoned in sick, the supervisor is to contact other members of that crew for a voluntary call-in if required (the time boundaries in (v) above are temporarily suspended).
- ix. If the standby person requests leave for a period when they are scheduled to be on standby, then they are responsible for:
  - advising the supervisor, and
  - organising a replacement or swap (with assistance from the crew and the supervisor)

The scheduled standby person and their supervisor are to attempt to jointly organise a change.

Annual leave will not be approved unless the call-out rosters are covered.

- x. If no call has been made by the supervisor to the person on standby by 8:00 am or 8:00 pm (see point (iv) above) it can be assumed by the person on standby that they are not required for that shift.
- xi. For those infrequent situations where a person goes home sick after the 8:00 am or 8:00 pm cut off, and the crew is not able to operate effectively, the supervisor will contact the superintendent who may seek a volunteer to work the balance of that shift.
- xii. Transport will be provided in genuine circumstances where an employee is unable to provide their own transport in response to the call-out.



Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 11 of 43
----------------------------	-----------------------	---------------------------	------------------

- xiii. In response to a call-out, an \$8.00 meal voucher, (redeemable at the PKC cafeteria), will be provided to each employee where they are unable to provide their own meal.
- 10.14 Employees working a continuous shift roster shall be provided with two paid meal breaks. The first, of 25 minutes' duration, shall occur within 6 hours of the commencement of the shift, and the second break will be of 20 minutes' duration.
- There are no fixed start and finish times for meal breaks. Work crews will stagger the time of taking meal breaks to meet operational requirements and to avoid interruption to operations.
- Employees working other than continuous shift rosters shall be allowed an unpaid meal break of 30 minutes provided that, on agreement with an employee, a shorter break may be worked.
- 10.15 Where possible, and under normal circumstances, all employees will receive a break of at least ten consecutive hours between the finish of their normal work on one day and the commencement of their normal work on the next.
- Employees who are required to return to work between consecutive roster shifts will work out with their supervisor an appropriate time to start the following shift.
- 10.16 Shower time is not included in hours worked. However, if a person needs a shower during the shift this may be agreed between the person and their Supervisor/Superintendent.
- 10.17 On the first shift after a period rostered off, shift workers must attend a pre-shift briefing no later than 10 minutes before the commencement of the shift.
- 10.18 At the commencement of each shift, the off-going crew will give a hand-over to the on-coming crew on-the-job.

**11. EXTERNAL COSTS SUBSTITUTION SCHEME**

- 11.1 Whilst the parties recognise that an employee's annualised salary includes components for pre-paid planned extra hours and pre-paid unplanned extra hours, the parties are also looking for ways of making PKC a more cost-effective employment site.

As a means of achieving this, PKC will regularly review the opportunity of internalising external labour costs that are normally incurred during planned and scheduled down-day work.



Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 12 of 43
----------------------------	-----------------------	---------------------------	------------------

- 11.2 To this end, PKC will regularly review the projected labour hours and costs for planned and scheduled down-day work. From this review, PKC will estimate the number of shifts that may be required of external labour (expressed as 12-hour shifts) and the skills required.

Based on this estimate, and subject to the overriding criteria that the work can be more cost effectively performed by PKC employees, extra shifts (and extra remuneration) may be offered to suitably skilled, qualified and experienced PKC employees to perform the work that otherwise would be performed by external labour.

The offering of this extra work by PKC to its employees will occur on a fair and equitable basis.

- 11.3 Once a Technician has worked an extra shift, their remuneration will be adjusted to reflect the extra shift worked. This calculation is outlined in Appendix 3.
- 11.4 Management retains the right to determine the nature of work undertaken under the ECS Scheme, and the employees who undertake that work.

See Appendix 3 for ECS Scheme details.

## **12. DISPUTE RESOLUTION**

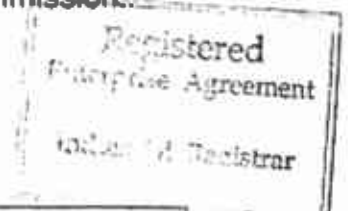
- 12.1 It is the agreed intention of the parties to resolve disputes at the workplace level without recourse to industrial action.

- 12.2 The Issue Resolution Procedure is to be followed by the Company, employees, employee representatives, and union officials when handling issues in which an employee believes that they have been unfairly treated. The main steps in this procedure are:

12.2.1 An employee shall initially talk to their immediate supervisor. If not resolved in 48 working hours, the Supervisor will refer the matter to the Superintendent or Department Manager. The employee may choose to have union representation from this point in the issue resolution procedure.

12.2.2 If, after the issue has been referred to the Superintendent or Department Manager, the issue is still not resolved in the next 48 working hours, the matter shall be referred to the General Manager Operations by the Superintendent or Department Manager, or by the union.

12.2.3 If, after seven working days, the issue remains unresolved the employee can have the matter referred to the Commission.



Document Author pkcslam	Revision Number: 3	Date Issued 19/11/2002	Page 13 of 43
----------------------------	-----------------------	---------------------------	------------------

12.2.4 The foregoing steps are to be followed without any employee taking industrial action.

12.2.5 In the case of industrial action occurring, sufficient skilled and experienced Technicians will be exempted from the industrial action. They will remain at work to maintain the safety and integrity of the plant and for adherence to our environmental and operational licenses.

The required Technicians are set out in Appendix 4.

### **13. TRAINING AND SKILLS DEVELOPMENT**

13.1 Consistent with the Memorandum of Understanding and the aims of this Agreement, training and skills development will be an integral part of the Company's strategy of achieving international best practice, particularly in respect of productivity and efficiency.

13.2 The grading structure provided in this agreement is based upon competency in tasks and skills. The system for qualifying for promotion to higher grades is detailed at Appendix 1.

13.3 An employee shall undertake, or provide, training as reasonably required by the Company.

13.4 Training requirements are included in the calculation of salaries and an employee is not entitled to any extra payment for time spent on training.

Extra annual leave hours, on an hour-for-hour basis, will be accrued for training time required by the Company in excess of the two pre-paid planned hours per week.

Necessary travel, accommodation and living costs (when training off site) will be paid. In appropriate cases, the Department Manager may approve additional payments for the time spent in training.

For any authorised use of a private vehicle for travelling to and from training outside of ordinary hours, the Company will compensate the employee at the rate of \$0.50 per kilometre.

13.5 Employees will not suffer any loss of rostered earnings by being involved in off-the-job training.

The General Training Guidelines are in Appendix 1 and should be read in conjunction with this clause.



Document Author pkcostam	Revision Number: 3	Date Issued 19/11/2002	Page 14 of 43
-----------------------------	-----------------------	---------------------------	------------------

#### **14. PROTECTIVE CLOTHING**

An employee shall wear, and use, such protective clothing and equipment as per the NSW OH&S Act and as the Company requires. Issued PPE is to be kept in good order.

#### **15. LEAVE DUE TO ILLNESS OR INJURY**

15.1 Employees are expected to attend work regularly except in accordance with the leave provisions of this Enterprise Agreement or Company policy.

Sick leave provides insurance that an employee who is unable to attend work because of genuine illness or injury will continue to receive their salary. Sick Leave and salary continuance is available to employees in accordance with the Company's leave policies as varied from time-to-time.

15.2 PKC has a non-prescribed sick leave policy that aims to support employees who are genuinely ill and unable to attend work.

15.3 Employees must provide a medical certificate (or other evidence) where:

- an absence lasts for more than two days, or
- where the employee has had a total of more than three single- or double-day absences in any one year.

The Company may also require an employee (after initial counselling) to provide a medical certificate where, in the Company's opinion, a marked pattern of absences is developing.

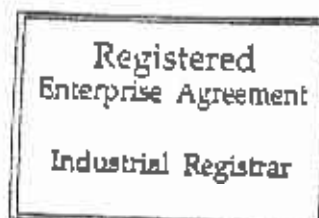
15.4 An employee must notify a supervisor of an absence due to sickness before the start of the shift unless, in the circumstances, it would not be reasonably practicable for them to do so.

15.5 An employee will be afforded up to 36 hours per year (from the employee's anniversary date) for personal carer's leave as outlined under PKC's leave policies (as amended from time-to-time).

For the purposes of attendance monitoring, carer's leave is part of sick leave.

#### **16. COMPASSIONATE LEAVE**

An employee will be afforded leave for a compassionate reason as per the relevant Act.



Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 15 of 43
----------------------------	-----------------------	---------------------------	------------------



## 17. ANNUAL LEAVE

Annual leave entitlements will be in accordance with the provisions of the New South Wales Annual Holidays Act 1944, as amended.

The yearly annual leave amount for a continuous shift worker contains a provision for ten gazetted public holidays and one picnic day. The calculation is as follows:

Component	Hours
4 weeks @ 42 hours per week	168.0
Allocated hours for 10 x public holidays + 1 picnic day (*)	92.4
<b>TOTAL</b>	<b>260.4</b>

(\*) See clause 20.5 below

## 18. LONG SERVICE LEAVE

Long Service Leave entitlements will be in accordance with the provisions of the New South Wales Long Service Leave Act 1955, as amended.

## 19. PARENTAL LEAVE AND ADOPTION LEAVE

Entitlement to parental leave and adoption leave will be in accordance with the provisions of the New South Wales Industrial Relations Act 1996, as amended.

## 20. PUBLIC HOLIDAYS

- 20.1 Subject to sub-clause 20.3, all employees shall be entitled to the public holidays gazetted annually by the NSW Government, that apply generally to employees in the area, without loss of pay.
- 20.2 Public Holidays shall be observed on the days specified in the NSW Government Gazette.
- 20.3 An employee shall, if required by the Company, work on the holidays provided for in this clause and perform all work as required.
- 20.4 Current yearly annual leave amounts for shift workers (as set out in clause 17 above) already contain provision for gazetted public holidays.
- 20.5 One picnic day per year, on the second Monday after the gazetted public holiday in October, is included for the purposes of calculating annual leave for Technicians. A further 8.4 annual leave hours has been included in the annual leave provisions for those employees working a continuous shift pattern.



Document Author pkcslam	Revision Number: 3	Date Issued 19/11/2002	Page 16 of 43
----------------------------	-----------------------	---------------------------	------------------

The accrual of these hours will commence from the first PKC picnic day after this Enterprise Agreement is approved by the NSW IR Commission.

## 21. ANNUALISED SALARIES

All employees will be paid at the annualised rate of salary appropriate to their salary grade specified by Appendix 6 and as set out below.

The composition of the annualised salary is set out at Appendix 2.

### Process Technicians

#### CONTINUOUS SHIFT ROSTER

	Level 1 (Interim)	Level 1	Level 2	Level 3
Base Salary	\$36,783	\$38,429	\$41,724	\$46,665
Shiftwork Payments	\$10,299	\$10,760	\$11,682	\$13,066
<b>Total</b>	<b>\$47,082</b>	<b>\$49,189</b>	<b>\$53,406</b>	<b>\$59,731</b>

As at 1/12/2002 (+4%)

	Level 1 (Interim)	Level 1	Level 2	Level 3
Base Salary	\$38,254	\$39,966	\$43,393	\$48,532
Shiftwork Payments	\$10,711	\$11,190	\$12,149	\$13,589
<b>Total</b>	<b>\$48,965</b>	<b>\$51,156</b>	<b>\$55,542</b>	<b>\$62,121</b>

As at 1/4/2003 (+4%)

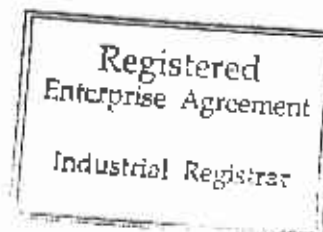
#### MONDAY-TO-FRIDAY DAY/AFTERNOON ROSTER

	Level 1 (Interim)	Level 1	Level 2	Level 3
Base Salary	\$36,783	\$38,429	\$41,724	\$46,665
Shiftwork Payments	\$6,252	\$6,532	\$7,093	\$7,932
<b>Total</b>	<b>\$43,035</b>	<b>\$44,961</b>	<b>\$48,817</b>	<b>\$54,597</b>

As at 1/12/2002 (+4%)

	Level 1 (Interim)	Level 1	Level 2	Level 3
Base Salary	\$38,254	\$39,966	\$43,393	\$48,532
Shiftwork Payments	\$6,502	\$6,793	\$7,377	\$8,249
<b>Total</b>	<b>\$44,756</b>	<b>\$46,759</b>	<b>\$50,770</b>	<b>\$56,781</b>

As at 1/4/2002 (+4%)



Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 17 of 43
----------------------------	-----------------------	---------------------------	------------------

## Site Services Technician

### **RAW MATERIALS UNLOADING ROSTER**

	<b>Level 1 (Interim)</b>	<b>Level 1</b>	<b>Level 2</b>
Base Salary	\$36,783	\$38,429	\$41,724
Shiftwork Payments	\$4,695	\$4,816	\$5,442
<b>Total</b>	<b>\$41,478</b>	<b>\$43,245</b>	<b>\$47,166</b>

As at 1/12/2002 (+4%)

	<b>Level 1 (Interim)</b>	<b>Level 1</b>	<b>Level 2</b>
Base Salary	\$38,254	\$39,966	\$43,393
Shiftwork Payments	\$4,883	\$5,009	\$5,660
<b>Total</b>	<b>\$43,137</b>	<b>\$44,975</b>	<b>\$49,053</b>

As at 1/4/2003 (+1%)

## **22. TIME AND PAYMENT OF SALARIES**

22.1 The Company will pay all employees by Electronic Funds Transfer into a personal account, at an approved bank or financial institution, on a fortnightly basis.

22.2 The employee's fortnightly salary shall be derived in the following fashion:

For those tax years with 26 pay periods	Annual salary / 26
For those tax years with 27 pay periods	Annual salary / 27

22.3 The fortnightly payment will be one week in arrears and one week in advance.

22.4 The Company will transition to the fortnightly pay cycle as soon as practicable.

22.5 An employee must provide the Company with such details of their personal account at the approved bank or other financial institution as are necessary to enable the Company to pay the employee's salary into that account.

22.6 The Company will deposit an employee's salary into their respective account each fortnight. The Company will provide each employee with a full written account of the total amount of pay to which the employee is entitled. Details of all deductions made, and the total net amount paid, will be given to employees.

Registered  
Enterprise Agreement  
Industrial Registrar

Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 18 of 43
----------------------------	-----------------------	---------------------------	------------------

## **23. JURY SERVICE**

- 23.1 An employee who is required to attend for jury service during their rostered-to-work hours will not be disadvantaged. The employee will reimburse the Company the amount paid in respect of their attendance for jury service on the basis that the Company will ensure no loss of salary for their period of jury service.
- 23.2 An employee must notify the Company as soon as possible of the date upon which they are required to attend for jury service. The employee must also give the Company proof of attendance, the duration of such attendance, and the amount received in respect of such jury service.

## **24. APPRENTICES**

Apprentices employed by the Company, under the terms of this Agreement, will be paid the following percentages of the entry level Maintenance Tradesperson's Annual Salary.

1 <sup>st</sup> Year	45%
2 <sup>nd</sup> Year	60%
3 <sup>rd</sup> Year	75%
4 <sup>th</sup> Year	90%

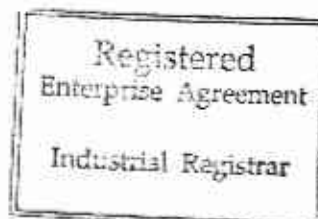
## **25. SUPERANNUATION**

- 25.1 The Company shall contribute 9% of the employee's base salary and shiftwork payment to the Future Link Superannuation Plan (or any other fund that may be offered by the Company). The employee may also, by way of salary sacrifice, contribute a percentage of their base salary (in increments of whole percentage points) to the same fund.

Government fees and charges, as amended from time-to-time, are in addition to any employee contribution and are paid by the employee. If the employee chooses not to contribute to the superannuation fund, then the employee will still be required to pay these government fees and charges.

An employee may vary their contribution level twice per year. This can be done at the anniversary date of their employment at PKC and at six-month intervals before or after their anniversary date.

- 25.2 An employee may increase their salary sacrifice to enable a greater superannuation contribution. The employee will then receive a reduced salary by the amount of their salary sacrifice.



Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 19 of 43
----------------------------	-----------------------	---------------------------	------------------

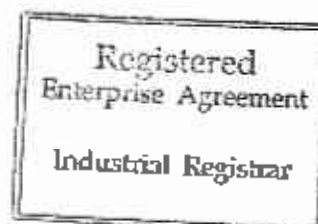
## 26. SALARY REVIEW AND NO FURTHER CLAIMS COMMITMENT

26.1 Except as expressly provided in this clause the AWU and employees agree it will make no extra claims in respect of conditions of employment, whether contained in this Agreement or otherwise, to apply during the term of this Agreement.

26.2 Salaries will be increased during the operation of this agreement by:

- 4% on 1 January 2003, and
- 4% on 1 April 2003

A settlement bonus (equivalent to a 4% salary increase for the period 1 April 2002 to 31 December 2002) will be paid to all current employees as soon as possible after approval of this Agreement.



Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 20 of 43
----------------------------	-----------------------	---------------------------	------------------

**SIGNATORIES:**

SIGNED for and on behalf of the  
Australian Workers Union, NSW.

)  
)  
)

*[Signature]* 19/12/02.  
NAME

*[Signature]* Andrew Gorman. 19/12/02.  
*[Signature]* *Paul S. A. Reid*

Witness  
Name (signed & printed)

SIGNED for an on behalf of PORT  
KEMBLA COPPER

)

*[Signature]*  
NAME 19/12/02.

*[Signature]* (M. STANOJEVIC)  
19.12.02  
Witness  
Name (signed & printed)



## APPENDIX 1

### PKC WORK CLASSIFICATION SYSTEM

#### 1.0 REVIEW OF WORK CLASSIFICATION SYSTEM

The Company, the employees and the AWU agree to jointly undertake a review of the Work Classification System for process Technicians. The review process will commence as soon as possible after the approval of this Agreement, with the intention of completing the review by the end of November 2003.

Personal attributes are not linked to classification and rate rises, rather they are just used for performance assessment purposes.

#### 2.0 OVERVIEW OF THE SYSTEM

All employees covered by the PKC EBA are referred to as 'Technicians' regardless of the work they perform. This reflects the broad aims and purposes of this agreement to deliver flexibility in work performance. For example, Technicians may move between production and maintenance work based on ability and competence.

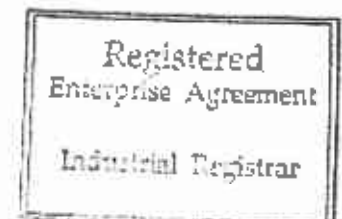
For the purpose of training and payment, the work performed by Technicians at PKC is divided into six overall levels. The entry level for process Technicians is level 1 (Interim), and for maintenance Technicians it is Level 3.

Process Technician	Maintenance Technician
	Technician Level 5
	Technician Level 4
Technician Level 3	Technician Level 3
Technician Level 2	*
Technician Level 1	*
Technician (Interim)	*

Progression through the training system is dependent on the successful completion of a three-month period of probation before a new employee is offered a permanent position.

Movement to higher levels is governed by the following criteria:

- Agreement between the Superintendent, Supervisor and Technician
- Competency in the training areas/modules because of successful assessments.



Progression for process Technicians from Level 2 to Level 3; or Level 4 to Level 5 in the case of maintenance Technicians, will depend on the availability of vacancies at these levels.

### 3.0 PROGRESSION THROUGH THE PROCESS TECHNICIAN'S TRAINING SYSTEM

The Smelter and Refinery have four classifications (Levels 1 (interim), 1, 2, and 3) and Site Services has three classifications (Levels 1 (interim), 1 and 2).

The following table sets out the way Technicians can progress through the training system.

Training Level	Qualification Requirements
Level 1	To qualify for a permanent position at Level 1 a new starter must: <ul style="list-style-type: none"> <li>Pass in basic skills and achieve a pass in prescribed modules.</li> </ul>
Level 2	At Level 2 a technician must: <ul style="list-style-type: none"> <li>Achieve a pass in prescribed modules</li> </ul>
Level 3	At Level 3 a technician must: <ul style="list-style-type: none"> <li>Achieve a pass in prescribed modules</li> </ul>

Evaluations shall be conducted by a team comprising:

- The Technician's Superintendent, and/or
- The Technician's Supervisor, and/or
- The SSO

The prescribed modules at each level are set out in the tables on the following pages.

### 3.1 Prescribed Modules in the Smelter

Table of Modules

Matte Smelting / Gas Cleaning		Copper Smelting	
Q	Supervisor	R	Supervisor
A	Noranda	H	Holding Furnace
B	Noranda	I	MIC
C	Noranda	J	Anode Furnace
D	ESF	K	Anode Casting
E	Acid Plant	L	Anode Casting
F	Water Treatment	M	Anode Casting
G	Blending	N	Crane Reverts

Registered  
Enterprise Agreement  
Industrial Registrar

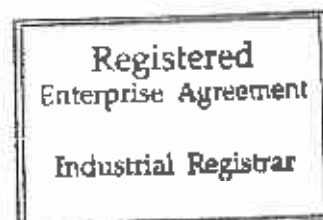
Document Author pkcstam	Revision Number: 3	Date issued 19/11/2002	Page 23 of 43
----------------------------	-----------------------	---------------------------	------------------



O	Noranda Control		
P	Acid Control		

Prescribed Modules for each level in the Smelter

Training Level	Prescribed Modules
Level 1	To qualify for Level 1 must pass Basic Skills and achieve in any one of Modules A to N
Level 2	At Level 2 must achieve : <b>either:</b> A pass in A+B+C+D Or A pass in E+F+G Or A pass in H+I+J+K+L+M +N. Or A pass in O or P.
Level 3	At Level 3 must achieve a pass in O+P and in C+E+I  To remain at Level 3: <ul style="list-style-type: none"> <li>• Must continue to train as opportunities arise to meet the needs of the operation.</li> <li>• Must maintain personal attribute ratings of at least five "A"s, five "B"s and no "C" or "D"s to stay at Level 3.</li> </ul>



### 3.2 Prescribed Modules In the Refinery

Table of Modules

A	Basic Refining	G	Liberator Turnaround
B	Cell Turnaround/Cathode Unloading	H	Anode Prep Machine Operation
C	Anode Machine Operatlon	I	Slimes Handling/Utilities
D	Crane Operation	J	Circulation System
E	Stripping Machine Operation	K	Blismuth Plant
F	Short Correction/Plate Maintenance		

Prescribed Modules for each level In the Refinery

Training Level	Prescribed Modules
Level 1	To qualify for Level 1 must pass A and (B or F)
Level 2	At Level 2 must achieve: <b>either:</b> A pass in B, C + (D or E) Or a pass in F, G, H Or a pass in (B, C or F, G) + I
Level 3	At level 3 must achieve a pass in ( B, C or F, G) + I, J, K  To remain at Level 3 must: <ul style="list-style-type: none"> <li>• Continue to train as opportunities arise to meet the needs of the operation.</li> <li>• Must maintain personal attribute ratings of at least five "A"s, five "B"s and no "C" or "D"s to stay at Level 3.</li> </ul>



### 3.3 Prescribed Modules in Site services

Table of Modules

A	Basic Skills
B	Services
C	Blending and Materials Movement
D	Sampling

Prescribed Modules for each level in Site Services

Training Level	Prescribed Modules
Level 1	To qualify for Level 1 must pass Basic Skills and achieve a pass in B
Level 2	At level 2 must achieve a pass in C and D To remain at Level 2 must: <ul style="list-style-type: none"><li>Continue to train as opportunities arise to meet the needs of the operation.</li></ul>

Registered  
Enterprise Agreement  
Industrial Registrar

## 4.0 PROGRESSION THROUGH THE MAINTENANCE TECHNICIAN'S TRAINING SYSTEM

### 4.1 MECHANICAL MAINTENANCE WORK

Mechanical maintenance work is divided into four areas:

- 1) Smelter 1
- 2) Smelter 2
- 3) Smelter 3
- 4) Refinery

There are three classifications for qualified tradespeople:

- Technician Level 3
- Technician Level 4
- Technician Level 5

#### ***Progression through the System:***

Movement through the levels is based on:

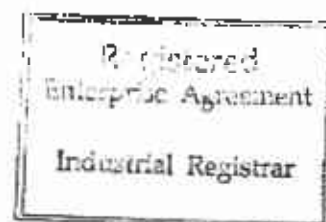
- Agreement between the Superintendent, Supervisor and Technician.
- Qualification in a prescribed percentage of the skills nominated for each area as a result of successful assessments.
- Time spent training at each level.
- Where possible technicians will be given every opportunity to satisfy the requirements to progress to Level 4 within two years of the commencement of employment.

The availability of trainer manpower, training equipment and the demands of production may limit training opportunities for this to happen in every case. However, progression from Level 4 to Level 5 will depend on the availability of a vacancy at Level 5.

Matrices are used to display two levels of skill in which technicians must qualify for each area:

**Basic Skills:** Includes safety procedures, process flow, PM maintenance and repair for each area.

**Mastery Skills:** Includes advanced skills in each area.



Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 27 of 43
----------------------------	-----------------------	---------------------------	------------------

## **Prescribed Area Matrices**

<b>Training Level</b>	<b>Qualification Requirements</b>
<b>Level 3</b>	To qualify for a permanent position at level 3 a new starter must: <ul style="list-style-type: none"><li>• Pass in designated basic skills cells</li></ul>
<b>Level 4</b>	At level 4 a technician must achieve: <ul style="list-style-type: none"><li>• A pass in designated basic skills cells in areas 1, 2 and 3.</li><li>• A pass in designated mastery skills cells in areas 1 and 2.</li></ul>
<b>Level 5</b>	At level 5 a technician must achieve. <ul style="list-style-type: none"><li>• A pass in designated basic skills cells in all 4 areas.</li><li>• A pass in the designated mastery skills cells in 3 areas.</li></ul>

### ***Method of Evaluation***

Evaluations will be undertaken by a team comprising:

- Maintenance Superintendent
- Supervisor, and
- Technician Level 5 (or equivalent)

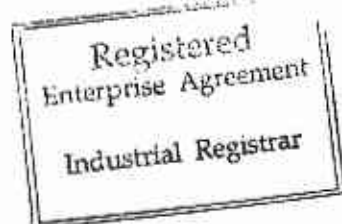
## **4.2 ELECTRICAL/INSTRUMENT WORK**

Electrical maintenance work is divided into three areas:

- Smelter
- Refinery
- DCS

There are three classifications for qualified tradespeople:

- Technician Level 3
- Technician Level 4
- Technician Level 5



## ***Progression through the Training System***

Movement through the levels is based on:

- Agreement between the Superintendent, Supervisor and Technician because of successful assessments.
- Qualification in a prescribed percentage of the modules nominated for each area.
- Time spent training at each level
- Where possible technicians will be given every opportunity to satisfy the requirements to progress to Level 4 within two years of the commencement of employment.

The availability of trainer manpower, training equipment and the demands of production may limit training opportunities for this to happen in every case. However, progression from Level 4 to Level 5 will depend on the availability of a vacancy at Level 5.

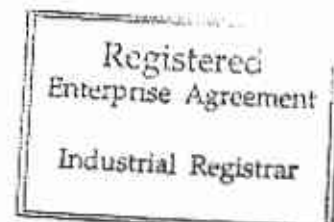
### **Prescribed Area modules**

<b>Training Level</b>	<b>Qualification Requirements</b>
<b>Level 3</b>	To qualify for a permanent position at level 3 a new starter must: <ul style="list-style-type: none"><li>• Pass in designated basic skills modules.</li></ul>
<b>Level 4</b>	At level 4 a technician must achieve: <ul style="list-style-type: none"><li>• A pass in designated basic skills modules in each of the three areas.</li><li>• A pass in designated mastery skills modules in areas 1 and 2.</li></ul>
<b>Level 5</b>	At level 5 a technician must achieve. <ul style="list-style-type: none"><li>• A pass in designated basic skills modules in the three areas.</li><li>• A pass in the designated mastery skills modules in the 3 areas.</li></ul>

### ***Method of Evaluation***

Evaluations will be undertaken by a team comprising

- Maintenance Superintendent
- Supervisor
- Technician Level 5 (or equivalent)



Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 29 of 43
----------------------------	-----------------------	---------------------------	------------------

## 5.0 General Training Guidelines

These guidelines are intended to ensure fairness and consistency throughout PKC in relation to training opportunities and standards.

1. Progression from one level to another is dependent on passing evaluations in training modules. No time-based progression from one level to the next may occur and no pay increase will be payable until the employee has satisfied the training requirement for advancement to the next level.
2. Clearly identified prior experience may lead to quicker progression from one level to another upon successful evaluation in relevant skills (if positions are vacant at the higher level).
3. Any employee who ceases to perform the tasks in a particular area for a period of two years must be re-evaluated in that area to ensure that they are still able to perform the tasks at the required level of competency. A person who fails to undergo this training, or who does not pass the evaluation, may be demoted to a lower level until such time that they successfully pass the evaluation in the area.
4. Any employee who has ceased to be employed by PKC, and is subsequently re-engaged, shall be re-employed under the following conditions:
  - 4.1 For the period of 3 months from the time of re-engagement, they shall be classified and paid at the entry level in the Department in which they are re-employed.
  - 4.2 At the completion of the 3 month period they shall be given an evaluation against the training areas in that Department and then be classified and paid on the basis of the result of the evaluation.
5. Except in the case of General Guideline 4, no employee may be demoted from Level 2 in the Smelter and Refinery, or from Levels 3 and 4 in the Maintenance department.

However, demotion may occur from:

- Level 5 back to Level 4 in the Maintenance Department,
- Level 3 to Level 2 in the Smelter and Refinery, and
- Level 2 to Level 1 in the Site Services department,

if the employee concerned ceases to use the range of skills required at that level.

Registered  
Enterprise Agreement  
Industrial Registrar

Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 30 of 43
----------------------------	-----------------------	---------------------------	------------------

In any such case, the employee concerned may access the *PKC Fair Treatment Procedure* if they believe that their demotion is unfair. Such a demotion will not prevent the employee from later re-acquiring their previous status.

## **6.0 Competency based training process**

PKC's technician training is a competency-based model. The PKC model has the following seven steps:

1. Induction
2. Training plan
3. Buddy training
4. Mentoring
5. Exposure
6. Assessment
7. Competency

**UNDER REVIEW**

Registered  
Enterprise Agreement  
Industrial Registrar

Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 31 of 43
----------------------------	-----------------------	---------------------------	------------------



## 7.0 Personal Attributes

The personal attributes listed below are those that the Company uses to assess Technician performance. These are not linked to classification and rate rises, rather are just used for performance assessment purposes. The Company may change the personal attribute components from time-to-time.

A general description of the ratings follows:

- A) – pertains to leading or setting an example in an attribute
- B) – pertains to meeting a good standard in an attribute
- C) – pertains to doing well under direction
- D) – pertains to not doing well

### WORK QUALITY

- A) Always completes tasks to an excellent or high standard. Sets the standard for others.
- B) Usually completes tasks to a high standard
- C) Generally completes tasks to an average standard or to the standard that is directed.
- D) Regularly completes tasks to a less than satisfactory or low standard

### LOAD CAPACITY

- A) Takes on (extra) responsibility without being asked. Sets the pace for others while meeting safe working requirements.
- B) Takes on (extra) responsibility willingly when others set the example. Keeps up a steady pace while meeting safe working requirements.
- C) Takes on (extra) responsibility when asked or directed to by supervision. Works at an average pace.
- D) Fails to take on (extra) responsibility when asked or directed by supervision. Does not maintain an acceptable pace in completing tasks.

### HOUSEKEEPING

- A) Sets the standard for housekeeping in any areas of work.
- B) Maintains a good standard of housekeeping in any areas of work.
- C) Participates in housekeeping when asked or directed to by supervision
- D) Demonstrates a lack of care for, or an inadequate standard of, housekeeping



Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 32 of 43
----------------------------	-----------------------	---------------------------	------------------

## **PARTICIPATION**

- A) Very enthusiastic and willing to contribute constructive ideas. Participates in discussion and accepts if ideas are not adopted
- B) Enthusiastic and often contributes constructive ideas.
- C) Contributes ideas if encouraged by supervision.
- D) Rarely contributes or if contributions are made they are not constructive; fails to accept that ideas will not always be adopted

## **DEALING WITH ISSUES**

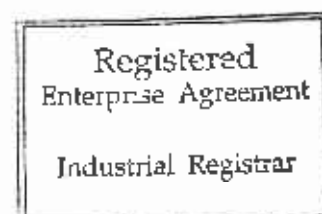
- A) Pro-active and constructive in resolving issues between self and others
- B) Constructive in resolving issues between self and others once prompted by supervision or others
- C) Requires assistance from supervision to resolve issues between self and others
- D) Causes issues between self and others and unconstructive in resolving.

## **ATTITUDE TO SAFETY**

- A) Demonstrates a pro-active concern for the safety of themselves and others in the workplace. Raises potential safety issues. Always complies with standards and safe working procedures.
- B) Demonstrates a concern for safety in following safe working procedures. Always complies with standards and safe working procedures.
- C) Aware of safe working procedures and follows them as instructed or when under supervision. May not be fully aware of the safety implications of their actions.
- D) Takes short cuts or risks. Regularly fails to follow standards and safe working procedures. Does not take ownership of their safety and that of others.

## **PROBLEM SOLVING**

- A) Investigates and considers alternatives when presented with a problem, then comes up with solutions or suggestions.
- B) Investigates and considers alternatives when presented with a problem. May not always consider all aspects of a problem or come up with an effective solution.
- C) Seeks to understand the cause of a problem and seeks assistance in coming to a solution.
- D) Does not think problems through and makes decisions that reflect this.



Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 33 of 43
----------------------------	-----------------------	---------------------------	------------------

## TEAMWORK

- A) Supports the team and encourages other members to work together on tasks. Is willing and able to train and assist others.
- B) Assists other team members without being asked. Is willing and able to train others.
- C) Assists other team members when directed by supervision.
- D) Fails to support the team or assist others. Demonstrates greater interest in personal goals than working as part of a team.

Registered  
Enterprise Agreement  
Industrial Registrar

Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 34 of 43
----------------------------	-----------------------	---------------------------	------------------

## **APPENDIX 2**

### **THE COMPOSITION OF THE ANNUALISED BASE SALARY**

#### **1. Annualised base salary**

The annualised base salary is an all-inclusive package for a Technician's position. Payment is for performance of the whole job.

For example, the annualised base salary includes:

- Annual Leave Loading
- Two pre-paid planned hours per week (accumulated only at the choice of the employee)
- Two pre-paid unplanned hours per week (may include call-outs)
- RDOs
- Meal and Travel Allowances
- Special Allowances (including Tool Allowance, Electricians Licence)
- Public Holiday penalty rates
- Weekly 10 minute pre-shift briefing payment
- Shift hand-overs
- Paid meal breaks



Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 35 of 43
----------------------------	-----------------------	---------------------------	------------------

## 2. MiC allowance

A one-off gross payment will resolve and finalise all past and future claims regarding the Temporary Conditions Allowance. It will be paid to:

- Current employees who worked in the MiC area for the whole period from 1 April 2002 to the start of the major down - \$2,000.00
- Current employees who worked in the MiC area for part of the period from 1 April 2002 to the start of the major down - a proportion of \$2,000.00 (to the nearest whole month)

The Temporary Conditions Allowance will be regarded as having been finalised from 1 April 2002.



Document Author pkcslam	Revision Number: 3	Date Issued 19/11/2002	Page 36 of 43
----------------------------	-----------------------	---------------------------	------------------

## APPENDIX 3

### ECS SCHEME – RULES

The parties to this Agreement agree that the ECS Scheme will run as a trial for the nominal life of this Agreement. This scheme will deliver to the parties the following benefits:

- A cost-positive (to the Company) substitution of external labour costs by creating the opportunity for PKC employees to work instead of non-PKC staff in circumstances defined in clause 11 of this Agreement.
- The opportunity for PKC employees to earn more than the agreed annual salary.

The steps in managing this process are:

- PKC management will regularly review the forecast requirement for external labour for planned and scheduled down-day work.
- PKC management will estimate the number of 'available' 12-hour shifts that can be offered to PKC employees (instead of external persons) for planned and scheduled down-day work.
- The Company may offer these shifts to appropriately skilled and experienced employees whose attendance and/or work performance are of a satisfactory level.

Employees retain the right to accept or reject any offer of working extra shifts.

If an employee accepts the offer of working extra shifts over any period, then they are making a commitment for that period. They will be required to agree to work a set number of shifts and they will be remunerated accordingly (see below).

They will be remunerated based on their normal classification rate. Any grade or rate increases will apply to all extra shifts worked after the applicable date for the rate or grade increase.

Technicians will be given 48 hours' notice (or shorter by mutual agreement) of their requirement to work their extra shifts.

These shifts can only be worked during the period commencing 16 hours after the end of their last working day and ending 16 hours before their next scheduled working day.

No person can work more than two extra shifts during a 4-day break period.



Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 37 of 43
----------------------------	-----------------------	---------------------------	------------------

Failure to honour a commitment will result in (depending on the circumstances):

- Not being considered for any future extra shifts, and/or
- Counselling

Remuneration for each extra shift will be paid in arrears and be calculated in the following manner:

$(\text{Base} + \text{Shift Allowance}) / 182.5 = \text{rate for each extra shift}$



Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 38 of 43
----------------------------	-----------------------	---------------------------	------------------

## APPENDIX 4

### ESSENTIAL SERVICES REQUIREMENTS

#### Provisions

1. In the event that employees who are members of the AWU engage in industrial action in the Smelter and/or the Refinery and/or Site Services, the following procedures will occur in relation to the maintenance of Essential Services.
2. The AWU will ensure that sufficient skilled Technicians will be exempted from, or desist from, engaging in the industrial action, in order to perform the work required by the Company to maintain plant safety, operational integrity and environmental compliance.

The main purpose of this provision is to ensure that the plant is kept safe and compliant and in a state of readiness for the immediate resumption of work at the cessation of the industrial action.

The total number of Technicians to be exempted on each shift is six and five and they could be made up of non-union and/or union members. These Technicians will be deployed in the following situations and positions:

Within the first 24 hours of a strike commencing  
*Smelter – Primary (3)*

Three Technicians on each shift (one of whom must be an accredited Boiler Attendant) covering:

- (i) Smelter Control
- (ii) Acid Plant Control
- (iii) Acid Plant (including pre-heating)

*Smelter – Secondary (1)*

One Technician on each shift covering:

- (iv) Mitsubishi Furnace/Anode

*Refinery (2)*

- (i) Refinery
- (ii) Waste Water Treatment Plant

Registered  
Enterprise Agreement  
Industrial Registrar

Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 39 of 43
----------------------------	-----------------------	---------------------------	------------------



Beyond the first 24 hours of a strike occurring

*Smelter – Primary (3)*

Three Technicians on each shift (one of whom must be an accredited Boiler Attendant) covering:

- (i) Smelter Control
- (ii) Acid Plant Control
- (iii) Acid Plant (including pre-heating)

*Smelter – Secondary (1)*

One Technician on each shift covering:

- (iv) Mitsubishi Furnace/Anode

*Refinery (1)*

- (i) Refinery

3. The AWU will ensure the availability of at least one accredited boiler attendant to perform the work in the positions set out in paragraph 2
4. The Company will not require any of the Technicians who perform work in accordance with Essential Services to perform production duties for the duration of the industrial action
5. The Company's expectation is that when the industrial action ceases the plant will be in the same state of production readiness as it was at the commencement of the industrial action.
6. The Company maintains the view that strike action is unnecessary and that following the agreed disputes procedure will remove the need for this type of action

The Company reserves its right to commence proceedings in relation to any industrial action by its employees. The Company also maintains its contention that engaging in industrial action contravenes the terms and conditions of the employees' employment.



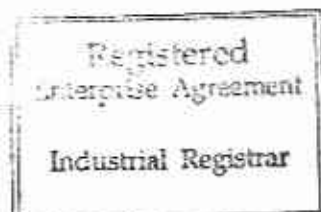
Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 40 of 43
----------------------------	-----------------------	---------------------------	------------------

## APPENDIX 5

### ACTING ALLOWANCE - LEVEL 3 TECHNICIAN

If a Technician in the Smelter or Refinery is required by the Company to act as a Level 3 Technician for a minimum of a full shift block, they will be entitled to an Acting Level 3 Allowance.

This allowance will not apply if the work performed is for the purpose of the employee's own training, or because an employee is on alternative duties, or at the request of the employee.



Document Author pkcetam	Revision Number: 3	Date Issued 19/11/2002	Page 41 of 43
----------------------------	-----------------------	---------------------------	------------------

**APPENDIX 6 – RATES OF PAY**

**Process Technicians**

**CONTINUOUS SHIFT ROSTER**

	<b>Level 1 (Interim)</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
<b>Base Salary</b>	\$36,783	\$38,429	\$41,724	\$46,665
<b>Shiftwork Payments</b>	\$10,299	\$10,760	\$11,682	\$13,066
<b>Total</b>	<b>\$47,082</b>	<b>\$49,189</b>	<b>\$53,406</b>	<b>\$59,731</b>

As at 1/12/2002 (+4%)

	<b>Level 1 (Interim)</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
<b>Base Salary</b>	\$38,254	\$39,966	\$43,393	\$48,532
<b>Shiftwork Payments</b>	\$10,711	\$11,190	\$12,149	\$13,569
<b>Total</b>	<b>\$48,965</b>	<b>\$51,156</b>	<b>\$55,542</b>	<b>\$62,121</b>

As at 1/4/2003 (+4%)

**MONDAY-TO-FRIDAY DAY/AFTERNOON ROSTER**

	<b>Level 1 (Interim)</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
<b>Base Salary</b>	\$36,783	\$38,429	\$41,724	\$46,665
<b>Shiftwork Payments</b>	\$6,252	\$6,532	\$7,093	\$7,932
<b>Total</b>	<b>\$43,035</b>	<b>\$44,961</b>	<b>\$48,817</b>	<b>\$54,597</b>

As at 1/12/2002 (+4%)

	<b>Level 1 (Interim)</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
<b>Base Salary</b>	\$38,254	\$39,966	\$43,393	\$48,532
<b>Shiftwork Payments</b>	\$6,502	\$6,793	\$7,377	\$8,249
<b>Total</b>	<b>\$44,756</b>	<b>\$46,759</b>	<b>\$50,770</b>	<b>\$56,781</b>

As at 1/4/2002 (+4%)



Document Author pkcstam	Revision Number: 3	Date Issued 19/11/2002	Page 42 of 43
----------------------------	-----------------------	---------------------------	------------------

Site Services Technician  
**RAW MATERIALS UNLOADING ROSTER**

	<b>Level 1 (Interim)</b>	<b>Level 1</b>	<b>Level 2</b>
<b>Base Salary</b>	\$36,783	\$38,429	\$41,724
<b>Shiftwork Payments</b>	\$4,695	\$4,816	\$5,442
<b>Total</b>	<b>\$41,478</b>	<b>\$43,245</b>	<b>\$47,166</b>

As at 1/12/2002 (+4%)

	<b>Level 1 (Interim)</b>	<b>Level 1</b>	<b>Level 2</b>
<b>Base Salary</b>	\$38,254	\$39,960	\$43,393
<b>Shiftwork Payments</b>	\$4,883	\$5,009	\$5,660
<b>Total</b>	<b>\$43,137</b>	<b>\$44,975</b>	<b>\$49,053</b>

As at 1/4/2003 (+4%)

Maintenance Technicians  
**MAINTENANCE ROSTER - ELECTRICAL**

	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
<b>Base Salary</b>	\$46,665	\$51,605	\$56,547
<b>Shiftwork Payments</b>	\$6,917	\$6,917	\$6,917
<b>Total</b>	<b>\$53,582</b>	<b>\$58,522</b>	<b>\$63,464</b>

As at 1/12/2002 (+4%)

	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
<b>Base Salary</b>	\$48,532	\$53,669	\$58,809
<b>Shiftwork Payments</b>	\$7,194	\$7,194	\$7,194
<b>Total</b>	<b>\$55,726</b>	<b>\$60,863</b>	<b>\$66,003</b>

As at 1/4/2003 (+4%)

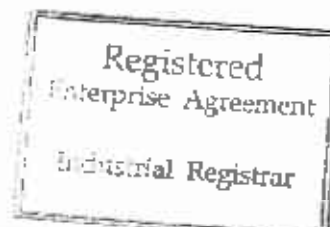
**MAINTENANCE ROSTER - MECHANICAL**

	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
<b>Base Salary</b>	\$46,665	\$51,605	\$56,547
<b>Shiftwork Payments</b>	\$4,940	\$4,940	\$4,940
<b>Total</b>	<b>\$51,605</b>	<b>\$56,545</b>	<b>\$61,487</b>

As at 1/12/2002 (+4%)

	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
<b>Base Salary</b>	\$48,532	\$53,669	\$58,809
<b>Shiftwork Payments</b>	\$5,138	\$5,138	\$5,138
<b>Total</b>	<b>\$53,670</b>	<b>\$58,807</b>	<b>\$63,947</b>

As at 1/4/2003 (+4%)



<b>Document Author</b> pkcstam	<b>Revision Number:</b> 3	<b>Date Issued</b> 19/11/2002	<b>Page 43 of</b> 43
-----------------------------------	---------------------------	----------------------------------	-------------------------



# Port Kembla Copper Pty Ltd

A.C.N. 076 258 976  
PO Box 42, Military Road  
Port Kembla NSW 2508  
AUSTRALIA

Telephone: 81 (0) 2 4275 0  
Facsimile: 81 (0) 2 4276 1156

## MEMORANDUM

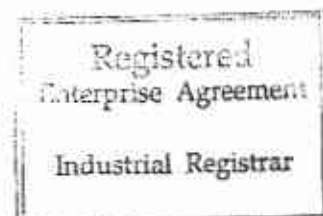
DATE:	
TO:	Human Resources
FROM:	
SUBJECT:	Salary Sacrifice Arrangements – EA 2002 Settlement Bonus / MiC Payment

I authorise PKC to make the following payment/s on my behalf to the Future Link Superannuation fund, on a salary sacrifice (pre-tax) basis.

*(Please indicate your choice by ticking "whole payment" or specifying the amount)*

	Whole payment	OR	Set amount
Enterprise Agreement 2002 Settlement Bonus	<input type="checkbox"/>		\$ _____
MiC Payment	<input type="checkbox"/>		\$ _____

Full Name: \_\_\_\_\_



Signature: \_\_\_\_\_

Date: \_\_\_\_\_