

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/169

**TITLE:** Morgan Ash Vales Point Enterprise Agreement 2005

**I.R.C. NO:** IRC5/2240  
EA5/169

**DATE APPROVED/COMMENCEMENT:** 3 June 2005 / 1 March 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA98/306.

**GAZETTAL REFERENCE:** 22 July 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 15

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Morgan Cement International Pty Ltd, located at Gate 7, Foreshore Road, Incitec Grounds, Port Kembla NSW 2505, who fall within the coverage of the Flyash Industry Enterprise Agreement Consolidated Award 1996.

**PARTIES:** Morgan Cement International -&- The Australian Workers' Union, New South Wales

# MORGAN ASH VALES POINT ENTERPRISE AGREEMENT 2005

## 1. Arrangement

1. Arrangement
  2. Definitions
  3. Title
  4. Incidence And Parties
  5. Terms Of Agreement
  6. Purpose Of Agreement
  7. Duress
  8. Classification, Rates Of Pay And Allowances
  9. Payment Of Wages
  10. Loading Of Bulker Bags
  11. Hours Of Work
  12. Shift Work
  13. Overtime
  14. Meal Money
  15. Holidays
  16. Sick Leave
  17. Bereavement Leave
  18. Annual Leave
  19. Long Service Leave
  20. Family Carer's Leave
  21. Jury Service
  22. Contract of Employment
  23. Disputes Procedure
  24. Enterprise Arrangement
  25. Labour Flexibility
  26. Redundancy
  27. Equal Employment Opportunity
  28. Occupational Health And Safety
  29. Fitness For Work
  30. Salary Sacrifice
  31. Signatories To Agreement
- Annexure 1

## 2. Definitions

"Act" means the *Workplace Relations Act 1996*.

"Agreement" means this Enterprise Agreement.

"Award" means the Flyash Industry Enterprise Agreement Consolidated Award 1996 (as amended)

"Commission" means the NSW Industrial Relations Commission.

"Company" means Morgan Ash.

"Employee" means an employee covered by this Agreement.

"Management" means the Management of the Company.

"Parties" means the parties prescribed at Clause 4 of this Agreement.

## 3. Title

This Agreement is known as the Morgan Ash Vales Point Enterprise Agreement 2005.

#### 4. Incidence and Parties

- (a) The Parties - this Agreement is entered into and in binding on:

Morgan Ash and The Australian Workers Union New South Wales on behalf of all employees employed in the classifications set out in this Agreement.

- (b) The Enterprise - the enterprises for which the Agreement is reached are the following:

Morgan Ash operating from the premises located at Vales Point.

#### 5. Terms of Agreement

This Agreement shall take effect from the first full pay period to commence on or after 1 March 2005 and shall remain in force for a period of three years.

#### 6. Purpose of Agreement

The parties recognise that the ability for the Vales Point operations to compete within the Australian Fly Ash industry is reliant on flexible and efficient work practices, continuous improvements, cost reductions and cooperative employee relations.

The parties recognise that implementing better work practices requires:

- (a) Genuine consultation with the aim of reaching agreement; and
- (b) Management and/or employees to be able, through open dialogue and the sharing of information, subject to commercial confidentiality, to identify those better practices and work toward their practical application to the business.

This Agreement recognises the specific business needs of Morgan Ash.

#### 7. Duress

This Agreement has not been entered in under any duress.

#### 8. Classification, Rates of Pay and Allowances

The following percentage increases will apply for the term of this Agreement:

- (a) 4% from the first pay period commencing on or after 1 March 2005.

Classification	Rates (including increase)
Entry Level Operator (Trainee)	\$639.40
Operator	\$739.49
Advanced Operator	\$760.71

- (b) 3.5% from the first pay period commencing on or after 1 March 2006

Classification	Rates (including increase)
Entry Level Operator (Trainee)	\$661.78
Operator	\$765.37
Advanced Operator	\$787.34

- (c) 3.5% from the first pay period commencing on or after 1 March 2007

Classification	Rates (including increase)
----------------	----------------------------

Entry Level Operator (Trainee)	\$684.94
Operator	\$792.16
Advanced Operator	\$814.90

(d) Allowances

The allowances (i), (ii) and(iii) below are specifically included in the base salary and are therefore subject to superannuation and increases by the percentages detailed above in Years 2 and 3:

- (i) Industry Allowance An industry allowance is incorporated into rates shown in 6(a), (b) and (c).
- (ii) Laundry Allowance A laundry allowance is incorporated into rates shown in 6(a), (b) and (c).
- (iii) First Aid Allowance - A First Aid allowance is incorporated into rates shown in 6(a), (b) and (c) and shall be paid to all employees with a recognised and current first aid certificate.
- (iv) Leading Hand Allowance - In recognition of additional management and administrative duties, the leading hand otherwise known as the Site Coordinator will be paid an allowance of \$75 per week. Extra working hours may be required on Monday to Friday and on Saturdays where Saturdays need to be worked.
- (v) During periods of annual leave or other extended leave of the Site Coordinator the day shift operator may perform specified leading hand duties for which they will be paid a fixed allowance of \$25 per week

**9. Payment of Wages**

- (a) Wages will be paid fortnightly (one week in advance, one week in arrears) into an employee's nominated account by electronic funds transfer.
- (b) Where an employee's normal payday falls on a public holiday, payment will be made on the immediate preceding working day.

**10. Loading of Bulker Bags**

The loading of bulker bags may normally take place on an as required basis so long as two people are present on site.

**11. Hours of Work**

Normally operators will be required to work a rotating shift pattern, rotating through day shift.

(a) Day Workers

The ordinary working hours of day workers shall be 152 per four (4) week cycle to be worked in not more than 19 days Monday to Friday inclusive between the hours of 6.00 am and 6.00 pm or such times as may be arranged by mutual agreement between the Company and the employees; provided that the hours of work shall be continuous except for a meal break.

(b) Shift Workers

- (i) The average ordinary working hours of shift workers shall not exceed:

- 8 during any day or 38 per week: or
- 76 in 14 consecutive days; or
- 114 in 21 consecutive days; or
- 152 in 28 consecutive days

- (ii) One thirty (30) minute crib break shall be allowed each shift and shall be counted as time worked and taken during the shift where possible. If the meal break is disturbed for more than (five) 5 minutes, then the thirty (30) minutes allowance shall commence when the employee has completed the requirement.
  - (iii) Where the ordinary working hours are to exceed eight (8) on any shift the arrangement of hours shall be subject to agreement between Company and the majority of employees concerned in the plant.
- (c) Notwithstanding (a) and (b) RDOs may be taken at a time mutually agreed between an individual employee and the Company. No more than (five) 5 RDOs shall be allowed to accrue without prior arrangement with the Company.

## **12. Shift Work**

A shift is any eight (8) hour shift commencing before 6.00 am or from 12.00 midday or later.

Persons engaged on shiftwork shall be paid an additional 20% of their ordinary rate of pay.

## **13. Overtime**

- (a) All time worked in excess of or outside ordinary working hours and times prescribed in the agreement, shall be paid at the rate of time and one half for the first two hours and double time thereafter provided that all overtime worked on a Sunday shall be paid at double time. The calculation of all such overtime shall be on the basis of each complete unbroken period of overtime.
- (b) For day workers a recognised meal break of thirty (30) minutes shall be taken each day. Such employees called upon to work during the recognised meal break shall be paid at overtime rate for all time worked until they receive a meal break of the usual period; provided that where for special reasons, it is necessary to alter the time of the recognised meal break, employees may be called upon to work at ordinary rates for a period not exceeding thirty (30) minutes from the commencement of the recognised meal break; provided further that they receive the equivalent meal time.
- (c) These provisions may be varied by agreement between the Company and the majority of employees concerned to suit work requirements, provided that employees shall not work continuously for more than six (6) hours without a meal break.
- (d) When overtime is necessary it shall, wherever reasonably practicable, be arranged so that employees have at least ten (10) consecutive hours off duty between the work on successive days. An employee who works on one day and does not have at least ten (10) consecutive hours off duty before the commencement of their next shift shall be paid ordinary time until they actually commence work (ie 10 hours after the previous shift).
- (e) If, at the request of the Company, an employee resumes or continues work without having had ten (10) consecutive hours off duty, they shall be paid at double rates until they are released from duty for that period and shall be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time during such absence.
- (f) The provisions of the sub-Clauses shall apply in the case of shift workers as if eight (8) hours were substituted for ten (10) when overtime is worked.

## **14. Meal Money**

Any employee required to work overtime for more than 1½ hours without having been notified before leaving their work on the previous day or shift that they would be required to work overtime shall be paid the sum of \$7.00 or provided with a suitable meal. If the work extends a further five (5) hours from the end of the first meal break, a second or subsequent break shall again be paid at the rate of \$7.00 or a suitable meal provided. If an employee, pursuant to notice, has provided a meal or meals and is not required to work overtime the employee shall be paid as prescribed by sub-Clause (a).

Meal money will increase on 1 March 2006 and 1 March 2007 by the percentages prescribed in Clause 7 above.

### **15. Holidays**

Payment, to the amount which ordinarily would have been paid had the day been a working day, shall be made for the following days:

- (i) New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Christmas Day, Boxing Day, Labour Day and any other gazetted holidays. In addition to the above holidays an additional day shall be granted and taken on the first Monday in December each year or as otherwise agreed.
- (ii) This provision for payment does not apply to a shift worker who is rostered on for duty on a holiday and fails to report, or employees absent without leave or reasonable excuse on the working day preceding or the working day succeeding a holiday.
- (iii) Time worked on holidays shall be paid for at double time and one half the ordinary rate of pay.

### **16. Sick Leave**

(a) An employee who, after not less than three months continuous service in his current employment is unable to attend for duty during his or her ordinary working hours by reason of personal illness or personal incapacity not due to his or her own serious and wilful misconduct shall be entitled to be paid at ordinary time rate of pay for the time of such non-attendance subject to the following:

- (i) The employee shall not be entitled to paid leave of absence for any period in respect of which he or she is entitled to workers' compensation.
- (ii) They shall as soon as is reasonably practicable or within two (2) hours of the commencement of such absence inform the Company or their Manager of their inability to attend for duty and as far as possible state the nature of the illness or incapacity and the estimated duration of the same.
- (iii) The employee shall prove to the satisfaction of the Company (or in the event of such a dispute the Industrial Relations Commission of New South Wales) that they are or were unable on account of such illness or incapacity to attend for duty on the day or days for which payment under this Clause is claimed, eg Doctor's certificate.
- (iv) Subject to the provisions of paragraph (v) hereunder an employee shall be entitled in each year of continuous service to sick pay for a maximum period of ten (10) normal shifts of 8 hours.
- (v) The rights under this Clause shall accumulate from year to year so long as the employment continues with the Company whether under this or any other award, subject to the conditions prescribed by this Clause, in a subsequent year of continuous employment.
- (vi) For the purpose of this Clause continuous service shall be deemed not to have been broken by:
  - (a) Any absence from work on leave granted by the Company; or
  - (b) Any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee);
  - (c) Provided that any time so lost shall not be taken into account in computing the qualifying period of three (3) months.

### **17. Bereavement Leave**

An employee shall on the death within Australia of a spouse (including de facto), parent (including foster and step-parent), sibling, child or stepchild, grandparent or parent-in-law be entitled to bereavement leave up to and including the day of the funeral. The leave will be without deduction of pay for a period not exceeding two (2)

ordinary workdays. If requested by the Company, evidence of such death may be required from the employee. Evidence may include the provision of a death certificate.

On each occasion (and on submitting evidence) of the death outside of Australia of an employee's spouse, parent, sibling, child, stepchild, grandparent or parent-in-law and where the employee travels outside of Australia to attend the funeral, an employee shall be entitled to a maximum of two (2) days leave over and above the normal bereavement leave without loss of pay.

Where travel makes it necessary to be absent from employment for a period longer than the entitlement provided, other forms of leave may be utilised including annual and long service leave.

The Company will deal with each case of bereavement on its merits and should an employee require further consideration than that provided for above, application should be made to the relevant Manager.

### **18. Annual Leave**

- (a) Full time employees are entitled to four (4) weeks annual leave per annum. This leave may be accumulated for two (2) years, but must then be taken within six (6) months of the due date.
- (b) Annual leave will be taken at a time mutually agreeable to the employee's manager and the employee or, failing agreement, at a time specified by the Company.
- (c) In addition to the provisions of (i) of this Clause, employee proceeding on annual leave shall receive Annual Leave Loading at 17½% of the ordinary rate of pay (which has been built into base rates in Clause 7 of this Agreement).

### **19. Long Service Leave**

Long Service Leave will be in accordance with the *Long Service Leave Act 1955*, as amended.

### **20. Family Carer's Leave**

- (a) An employee is entitled to use up to 76 hours personal leave each year to care for members of their immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not to take carer's leave where another person has taken leave to care for the same person.
- (b) When taking carer's leave the employee must as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform their Manager of their inability to attend for duty.
- (c) The notice must include:
  - the name of the person requiring care and support and their relationship to the employee
  - the reasons for taking such leave
  - the estimated length of absence
- (d) The employee must, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by another.

### **21. Jury Service**

An employee required to attend for jury service:

- (a) During ordinary working hours, or

- (b) Immediately following an ordinary night shift or immediately preceding an ordinary afternoon 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 or afternoon shift as the case may be; shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.

An employee shall notify the Company as soon as possible of the date upon which they are required to attend for jury service, at which time the Company will endeavour to have the employee rostered on day shift. Further the employee shall give their Manager proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

## 22. Contract of Employment

- (a) Notice of Termination of Employment

The parties recognise that extended periods of notice of termination of employment will assist:

- (i) The Company, when an employee is resigning, by allowing sufficient time for a replacement employee to be located; and
- (ii) The employee, when being terminated, the time to find alternative employment.

- (b) Notice of Termination by Company

- (i) In order to terminate the employment of an employee, the Company shall give the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	2 weeks
1 year of service and less than 2 years	3 weeks
2 years of service and less than 3 years	4 weeks
3 years of service and less than 4 years	5 weeks
4 years of service and less than 5 years	6 weeks
5 years of service and over	7 weeks

- (ii) In addition to the notice in (i) above, employees over 45 years of age at the time of giving notice and with not less than two years' continuous service shall be entitled to an additional week's notice.
- (iii) Payment in lieu of notice shall be made if the appropriate notice is not given.

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof at the discretion of the Company.

- (iv) In calculating any payment in lieu of notice the base rate including allowances for the employee concerned shall be used.
- (v) The period of notice in this sub-clause shall not apply to casual employees or in the case of dismissal for misconduct or other grounds that justified summary dismissal.

- (c) New employees will be appointed on a probationary basis for the first 13 weeks. During this period their performance will be assessed to determine suitability for continued employment.

During this period either the new employee or the Company may terminate the employment relationship by providing two days notice or, in lieu of notice, two days wages must be paid or forfeited. Such notice is not required in cases where instant dismissal is justified.

- (d) An employee not attending for duty, except provided by Clause 11 shall not be paid for the actual time of such non-attendance.
- (e) Provision shall exist for the engaging of casual or agency employees to supplement the regular workforce. Casual employees will be paid casual loading in accordance with the Award.
- (f) Part-time employees may be employed under the following terms:
  - (i) The spread of ordinary working hours shall be the same as those prescribed for weekly employees.
  - (ii) A part-time employee means an employee who is engaged to work a specified number of hours per week, not more than 38 hours per week.
  - (iii) Such employee for working ordinary time shall be paid per hour 1/38th of the weekly rate prescribed by the Award for work that the employee performs.
  - (iv) All other provisions of this Agreement, where applicable, shall apply to part-time employees in the same ratio as their ordinary hours of work to 38 hours per week.
  - (v) A part-time employee who works beyond the hours specified by sub-clause (ii) above shall be paid overtime in accordance with Clause 7 of this Agreement.

### **23. Disputes Procedure**

- (a) The purpose of this provision is to seek to eliminate disputes which result in stoppages, bans or limitations, especially those in the nature of a protest and it is agreed that the parties to this Award shall confer in good faith with a view to resolving the matter by direct negotiation and consultation to enable claims, issues and disputes to be progressed while work proceeds normally.
- (b) Subject to the provision of the Act, as amended, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:
  - (i) Whilst this procedure is being followed work shall continue normally in accordance with current custom or practice. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this Clause.
  - (ii) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee or employees, and the supervisor.
  - (iii) If the matter is not resolved at this level the matter will be further discussed between the union delegates and Management. The Company's industrial relations representatives and relevant union organiser are to be notified.
  - (iv) If the matter is still not satisfactorily resolved the relevant union organiser and union delegate will discuss the matter with the Company.
  - (v) Should the matter still not be resolved it will be referred by the parties to the Commission for settlement.

### **24. Enterprise Arrangement**

- (a) Parties
  - (a) Discussion should take place at a site level to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultation mechanism across the workplace to all employees. Union delegates may be involved in such discussions.

(b) The terms of any proposed genuine arrangement reached between an Company and employee(s) at the site shall after due processing, substitute for the provisions of this Agreement to the extent that they are contrary provided that:

(i) A majority of employees affected genuinely agree.

(ii) Such arrangement is consistent with the current State Wage Case principles.

Before any arrangement requiring variation to this agreement is signed and processed in accordance with subclause (b) details of such arrangements shall be forwarded in writing to the union affected by the changes. The union may notify the Company within 14 days in writing of any objection to the proposed arrangements including the reasons for such objections.

When an objection is raised, the parties are to confer in an effort to resolve the issue.

(b) Procedures to be followed

The Agreement shall be processed as follows:

(a) All employees will be provided with the current Agreement

(b) Where an arrangement is agreed between the Company and the employees or their authorised representative, such arrangement shall be committed to writing. Where the arrangement is agreed between the Company and an absolute majority of permanent employees under this Agreement, such arrangement shall be committed to writing.

The authorised representative of the employees may be the delegate or official of the relevant union if requested to be involved by the majority of employees at the establishment.

The arrangement shall be signed by the Company and the employees or their authorised representative with whom agreement was reached.

Where an arrangement is objected to and the objection is not resolved, the Company may make application to the Industrial Relations Commission to vary this Agreement to give effect to the arrangement.

(c) The union shall not reasonably withhold consent to the arrangements agreed upon by the parties.

(d) If no party objects to the arrangement then a consent application shall be made to the Industrial Relations Commission to have the arrangement approved and this Agreement varied in the manner specified in paragraph (e). Such applications are to be processed in accordance with the appropriate State Wage Case principles.

(e) Where an arrangement is approved by the Commission and the arrangement is contrary to any provisions of this Agreement, then the name of the enterprise to which the arrangement applies, the date of operation of the arrangement, the Award provisions from which the said enterprise is exempt, and the alternative provisions which are to apply in lieu of such Award provisions (or reference to such alternative provisions), shall be set out in a schedule to the Agreement.

(f) Such arrangement when approved shall be displayed on a notice board.

(g) No existing employee shall suffer any reduction in entitlement to earnings for working ordinary hours of work as a result of any Agreement changes made as part of the implementation of the arrangement.

## **25. Labour Flexibility**

For the purpose of increasing productivity and flexibility as well as enhancing career opportunities for employees, it is agreed that employees may perform a wider range of duties within their training and

competence. Employees agree to train within their abilities to operate new equipment and systems when required.

## 26. Redundancy

- (a) A redundancy situation may arise (or will arise) as a result of any one (1) or more of the following:
  - (i) Business re-organisation;
  - (ii) Changing business practice;
  - (iii) Technological change; and/or
  - (iv) Down-turn in business
  
- (b) The process to determine redundancy shall include:
  - (i) Demonstrated cessation or diminished work of an employee or group of employees to the extent that one (1) or more employees are no longer required.
  
  - (ii) In the event of redundancies being considered, supplementary labour performing work of a sustainable and on-going nature, which is not capital, shutdown or other works customarily performed will not be used in a particular work group unless mutually agreed by the parties.
  
  - (iii) No alternative work being available through:
    - Redeployment with the employee's consent;
  
    - Retraining into an alternate position with the employee's consent; or
  
    - Job redesign to expand position

### Selection Criteria

The overriding principle in the case of redundancies is that the nominations will be made with the aim of ensuring that the Company retains the people best suited to meet the needs of the business. The Company commits to using attrition and voluntary redundancies in the first instance for achieving reductions in the workforce where possible, so long as the ongoing needs of the Company continue to be met.

- (a) Casual employees will be the first group selected. If the skills required for the casual position are not available within the existing workforce, consideration will be given to retraining existing full time employees to fill the position.
  
- (b) Volunteers will be called for, subject to consultation between the Company and employee representatives as to any special need to retain particular employees because of skills or capacity to meet the ongoing needs of the Company.
  
- (c) Following consultation with employee representatives, the Company will then nominate the employee(s) to be made redundant.
  
- (d) Employees made redundant, as defined by the Agreement, shall be entitled to the full severance pay entitlements after the completion of 1 year or more continuous service:
  - Years 1-5 - 4 weeks per year
  - Year 5+ - 3 weeks per year

Calculations based on a monthly pro-rata basis for incomplete years.

Maximum Severance Pay - 80 weeks
  
- (e) In order to terminate the employment of an employee by redundancy, the Company shall give the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	2 weeks
1 year of service and less than 2 years	3 weeks
2 years of service and less than 3 years	4 weeks
3 years of service and less than 4 years	5 weeks
4 years of service and less than 5 years	6 weeks
5 years of service and over	7 weeks

(f) In addition to the notice in (ii) above, employees over 45 years of age at the time of giving notice and with not less than two years' continuous service shall be entitled to an additional week's notice.

(g) Assistance to employees during termination notification period:

The Company will grant the employee(s) reasonable paid time in normal working hours to attend confirmed interviews for alternative employment on the basis that they have been arranged in advance with their Superintendent (or delegated officer).

The Company will assist in every way possible the placement outside the Company of all redundant employees for whom alternative work within the Company is not available, but will not be responsible for finding such employment.

(h) Financial Advice

The Company will arrange for redundant employees to be referred to independent financial advisers if requested by such employees.

(i) Medical Examination

Employees declared redundant must undertake a medical examination as requested by the Company at the Company's expense.

(j) Certificates of Service

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

(k) Leaving Early

Requests from employees to leave prior to the operative date will be considered on merit. Entitlements and accruals appropriate to this clause 4.5 will be calculated to the date of departure.

(l) Payment

Payment of any money resulting from this clause 4.5 will be made either by cheque or direct transfer to the employee's bank account.

(m) Long Service Leave

Outstanding accrual for persons with 5 years or more continuous service will be paid on a pro-rata monthly basis.

## 27. Equal Employment Opportunity

The parties recognise that all employees have the right to a productive harassment free and fulfilling working life. The parties further recognise that discrimination in its various forms may prevent employees from fully participating in the operation of the Company.

Accordingly, the parties agree that any form of discrimination on the basis of sex, sexuality, race, political or religious belief, age, union activity, eg union membership or non-union membership or any other form of discrimination will not be tolerated in the Company.

Any issues concerning these matters will be handled through the disputes procedures.

### **28. Occupational Health and Safety**

- (a) The parties commit to the implementation of the Morgan Cement Occupational Health and Safety Policy, Rehabilitation Policy and any other Company policy developed, together with all statutory requirements following consultation and agreement through Occupational Health and Safety Committees relating to Occupational Health and Safety issues.
- (b) All employees shall be committed to identifying and minimising (or eliminating where possible) occupational health and safety risks to the people associated with the business.
- (c) Employees shall participate in occupational health and safety committees and undertake training as is appropriate to the position.

### **29. Fitness for Work**

The parties recognise that it is not acceptable for employees to come to work under the influence of drugs of addiction, narcotic drugs or other illegal substances or alcohol. This is particularly the case where the quantity of the substance consumed may inhibit the performance of the employee's duties efficiently, or cause risk to themselves or other employees at work.

It is a condition of employment that no alcohol or non-prescribed drugs of addiction shall be in the possession of, or consumed by an employee on the Company's work sites or when representing the Company. In addition, the sale, supply and/or manufacture of alcoholic beverages by an employee in the workplace is prohibited. An employee who has been prescribed drugs of addiction shall advise their Manager who will treat the matter as confidential.

Any employee who has consumed any prescription drug or other drug (including, but not limited to, analgesics containing codeine, anti-depressants, sedatives, anti-histamines) which might reasonably be expected to have the potential to impair the employee's safe and efficient performance of their duties must inform their Manager before starting work.

The Company may require an employee to undertake such fitness for work tests as deemed appropriate including, without limitation, random drug and alcohol testing as part of the Company's Standards and Procedures.

Where the Company has reasonable grounds for concern about an employee's fitness for work, employee may be required to be tested by an appropriately qualified person.

Any employee who is found to be in breach of any of the above clauses will be dealt with under the Company's disciplinary procedures and may be subject to summary dismissal. The application of the Company's disciplinary procedures will take into consideration any relevant medical information

### **30. Salary Sacrifice**

- (a) Subject to the Company's Agreement, an employee can elect to package their gross annual salary.
- (b) The parties agree that packaging arrangement may be implemented on the following basis:
  - (i) The amount of salary to be packaged does not exceed 30% of the employee's gross salary. This amount of 30% shall include all costs including FBT.

- (ii) Currently superannuation, novated leases and laptop computers are available for employees to salary sacrifice. These options may change from time to time in accordance with taxation legislation.
- (iii) The parties agree that the introduction of flexible remuneration (salary packaging) will not result in additional cost to the Company.
- (iv) In offering salary packaging it is the responsibility of the employee to obtain financial and taxation advice before entering into any salary packaging arrangement.

Where the Company and an employee agree to enter into a salary sacrifice arrangement involving part of the employee's Award or Agreement pay rate being sacrificed for Superannuation, such an arrangement shall not be taken to reduce the employee's actual entitlements to pay below the applicable Award or Agreement minimums. Accordingly, the agreed salary sacrifice arrangement cannot result in a claim for underpayment of Award or Agreement rates of pay

### **31. Signatories to Agreement**

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

Witnessed by:  
Date:

Signed and sealed for and on behalf of Morgan Ash

Witnessed by:  
Date:

## **ANNEXURE 1**

### **SKILLS AND DEFINITIONS**

1. ADMINISTRATION	Classification
1.1. Complete daily summary of sales, production reports and maintenance reports	Advanced Operator
1.2. Complete weekly time sheets.	Advanced Operator
1.3. Organise annual leave, RDO's	Leading Hand
1.4. Order consumables and spare parts as required	Leading Hand
1.5. Maintain daily communication with Delta Power staff to ascertain unit load and availability, planned outages and chemical dosing, if any.	Operator
1.6. Determine work to be done and arrange by priority.	Leading Hand
1.7. Liaise with maintenance personnel on daily requirements.	Advanced Operator
1.8. Determine stock levels for spare maintenance parts and order replacement parts as required.	Leading Hand
2. MAINTENANCE	
2.1. Use hand held tools as required.	Operator
2.2. Remove and replace butterfly valves (250 mm dia and below) and actuators as required.	Operator
2.3. Remove and replace solenoid valves as required.	Operator
2.4. Assist maintenance contractors as required.	Operator
2.5. Dismantle, replace and reassemble rotary valves.	Operator
2.6. Remove and replace pipe work as required.	Operator
2.7. Prepare and paint plant as required	Operator
2.8. Clean mechanical components	Operator

2.9.	Clean drains and yard arrestor pits	Operator
3.	<b>OPERATING</b>	
3.1.	Load and weigh pneumatic and open trucks and issue a computerised delivery docket.	Operator
3.2.	Operate and monitor fly ash collection plant.	Operator
3.3.	Operate and monitor silos and blending plant.	Operator
3.4.	Operate and monitor classification processing equipment.	Operator
3.5.	Operate and monitor the fly ash conditioning plant.	Operator
3.6.	Operate slurry/dry systems to reject oversize material.	Operator
3.7.	Analyse plant operations and report faults.	Operator
3.8.	Monitor PLC information and take necessary actions to ensure an efficient operation.	Operator
3.9.	Monitor and control stock in storage silos.	Operator
3.10.	Perform routine quality control tests.	Operator
3.11.	Calibrate laboratory equipment - sieves.	Operator
3.12.	Perform various outdoor duties including lawn mowing, gardening and general plant clean up as required.	Operator
3.13.	Clean and tidy offices and amenities.	Operator
3.14.	Monitor silo baghouse emissions with available software.	Operator
3.15.	Extended period of operation and proven fault finding skills.	Advanced Operator
3.16.	Forklift ticket, filling bulka bags and loading trucks.	Operator
3.17.	Transport duties - pick up bags and spares and samples.	Operator

### **CLASSIFICATIONS**

1. Entry Level Operator (Trainee)
2. Operator
3. Advanced Operator

### **SKILLS REQUIRED FOR CLASSIFICATIONS**

#### **1. Entry Level Operator (Trainee)**

- (a) Class "C" drivers license
- (b) Forklift operator license
- (c) Current and recognised First Aid certificate
- (d) Be able to work at heights eg. go to top of silos
- (e) Able to meet the requirements for a Pass to enter Delta Power property

#### **2. Operator**

Skills as listed above for Operator plus those of Trainee.

#### **3. Advanced Operator**

Skills as listed above for Advanced Operator plus those for Operator and Trainee.

The requirement is that the Advanced Operator would have all the Administrative, Maintenance and Operating Skill Levels listed in Annexure 1 above. The Advanced Operator would also be able to take a Leading Hand role in the absence of the Site Coordinator.

The Advanced Operator would also have the skills to operate and suitably trouble-shoot the plant without the assistance of other operators and outside contractors.