

ENTERPRISE AGREEMENT

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**incitec**

PORT KEMBLA

# **Enterprise Agreement 1995**

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SIGNED by the parties

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Port Kembla

# Enterprise Agreement 1995

## 1. PARTIES TO THE AGREEMENT

An Enterprise Agreement, made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of Sections 115-142 of the said Act, entered into on ..... 1995, between Incitec Ltd Port Kembla of Darcy Road Port Kembla of the one part and the AWU-FIME Amalgamated Union, New South Wales of the other part representing employees at the Incitec Port Kembla Enterprise.

## 2. TITLE

This agreement shall be known as the Incitec Ltd - Port Kembla Enterprise Agreement 1995.

## PART 1 - PURPOSE

### 1.1 Intention

It is the objective of the parties to make the Incitec Ltd - Port Kembla site a highly competitive manufacturer, and a model industrial site excelling in safety, productivity, quality, flexibility, communication and commitment.

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

Work will be organised to maximise the flexibility of the workforce and enable employees to work to the limits of their skills and capabilities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained. Single status employment will be upheld wherever possible.

A Steering Committee will review the implementation of this Agreement. The Steering Committee formation will comprise a representative cross section of stakeholders to the Agreement. The Committee will meet on a regular basis.

The employees agree to set up a working party, as a Subcommittee of the Steering Committee, to review site activities and recommend ways to improve site productivity and reduce site operating (fixed/variable) costs. The Subcommittee is to submit its preliminary recommendations to the Steering Committee by 1st December 1995.

1.2 Duress

This agreement was not entered into under duress by any party to it.

1.3 Incidence

The agreement shall replace totally the terms and conditions of employment previously regulated by the Fertilizers (Australian Fertilizers Limited) Production, & C. Award, and the Fertilizers (Australian Fertilizers Limited) Maintenance Award, and the Incitec - Port Kembla Enterprise Agreement 1993.

1.4 Date and Period Of Operation

This agreement shall operate from its date of registration until 31st December 1996.

1.5 No Extra Claims

This agreement shall not be varied except by mutual consent of the parties and in accordance with Section 125 of the Industrial Relations Act 1991.

The union undertakes not to pursue any extra claim award or over award, including State wage case decision increases during the period of operation of this agreement.

Provided that the rate of pay shall not fall below the rate for ordinary time in the Fertilizers (Australian Fertilizers Limited) Production, & C. Award, and the Fertilizers (Australian Fertilizers Limited) Maintenance Award.


1.6 Demarcations

It is agreed there will be no demarcation other than those arising from individual levels of skills.

Employees will perform all work within their skill and competence, including work which is peripheral and incidental to their main task or function. Further, it is agreed that there will be no demarcations other than those arising from individual levels of skill, competence and training.

1.7 Termination of Agreement

In the event this agreement is terminated for some reason during the life of the agreement, Conditions of Employment will revert to the Fertilizers (Australian Fertilizers Limited) Production and C. Award and the Fertilizers (Australian Fertilizers Limited) Maintenance Award, as they existed prior to signing this Agreement. The classification structure and rates of pay are to be negotiated at the time.

BT.  


1.8 No Strike

No strike action will be taken during the life of this agreement.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Engagement

2.1.1 Permanent Employees

Permanent employees will be engaged by the month.

2.1.2 Temporary Employees

Temporary employees will be engaged by the week for periods agreed between the Operations Manager and the individual employee.

2.2 Probationary Period

A probationary period of three months will apply to all new employees. During this period, termination of employment shall require 2 weeks notice by either party.

2.3 Termination of Employment

Subject to the exceptions in 2.2 and 2.4, termination of employment shall require one month's notice on either side given at any time during the month, or the payment or forfeiture of one month's salary as the case may be.

Provided that by mutual arrangement between the parties employees after having given notice, may leave their employment prior to the expiration of the notice period and receive salary up to the last day worked.

#### 2.4 Summary Dismissal

Notwithstanding the provisions of subclauses 2.2 and 2.3 the employer shall have the right to dismiss any employee for serious misconduct, neglect or refusal of duty in which case the employee shall be paid up to the time of dismissal only. This procedure will be conducted in accordance with Incitec Personnel policy No 33.

### PART 3 - SKILL DEVELOPMENT, EDUCATION AND TRAINING

#### 3.1 Classification

*Process Technician* - Process Technicians will be responsible for all process and maintenance duties at Incitec Ltd - Port Kembla

#### 3.2 Skills Development

A skills development career structure will apply. Process Technicians will progress to the next level of the career structure by acquiring the required number of skill points.

Process Technicians acquire skills which have been mutually agreed with the Team Coordinator.

Skills are deemed to have been acquired once competency has been demonstrated to the required standard.

Skills training are developed on a modular basis where possible.

#### 3.3 Training Leave

Paid leave will be provided during normal working hours where attendance at training, which has been agreed, is required off site. The length and approval of leave will be at the discretion of the appropriate manager.

It is understood that the time spent on training, outside of normal working hours, will not be paid for.



### Training Subsidy

Both tuition and examination fees will be refunded on successful completion of a stage for an approved course together with the cost of text books to that stage (limited to \$100/year for text books).

## PART 4 - WAGES, ALLOWANCES AND DEFINITIONS

### 4.1 Remuneration

Process Technicians will be paid an annualised salary which is inclusive of the base salary, shift premiums, overtime, public holidays, picnic day and all allowances. Refer to Attachment B of this agreement for annualised salaries.

The annualised salary paid in this Agreement shall not be less than the aggregate entitlement under the Awards that would have been applicable if the Agreement was not in place.

### 4.2 Payment Of Salaries

Salaries shall be paid monthly (on/before 15th) into a Bank Account, Building Society or Credit Union nominated by each employee.

### 4.3. Superannuation

On commencement each employee (other than a casual or temporary employee) shall make application to become a member of the ICI Australia Limited & Associated Companies Superannuation Fund. In the case of casual or temporary employees, who qualify, contributions shall be made to a complying superannuation fund.

### 4.4 Annual Leave Loading

An annual leave loading of 17.5% shall be paid with the October salary.

### 4.5 Shift allowance

Shift allowance will be calculated at the rate shown in Attachment C.

### 4.6 Temporary Employees

Temporary employees will be employed by the week. The work hours and period will be arranged with each employee. The weekly rate of pay will be determined by dividing the appropriate annual rate by 52.2

## HOURS OF WORK

### ing Hours

Hours of work will be determined by agreement with a majority of employees in each section or plant, taking due account of the needs of the business provided that an average of 38 hours per week will be worked over a 52 week period.

"Day work" means work carried out by employees who work continuously, except for meal breaks, on any or all of the days of the week, Monday to Friday.

"Noncontinuous shift work" means work carried out by employees who work on rostered shift inclusive of crib time and who do not normally work on weekends and public holidays.

"Continuous shift work" means work carried out by employees who work on consecutive rostered shifts inclusive of crib time and which operate throughout the 24 hours of each day and who normally work on weekends and public holidays.

### 5.2 Shift Roster

Process Technicians on continuous or noncontinuous rotating shifts will work an agreed shift roster system.

## PART 6 - LEAVE

### 6.1 Annual Leave

Annual leave shall accrue at the rate of 152 hours per year (20 x 7.6 hour days) for day and non continuous shift workers.

Annual leave shall accrue at the rate of 190 hours per year for continuous shift workers (25 x 7.6 hour days).

Annual leave shall accrue and be given and taken in accordance with the NSW Annual Leave Act 1994.

*Holidays 1944*

During the period of leave each employee will receive his/her normal rate of pay for the period they would have worked had they not been on leave.

### 6.2 Long Service Leave

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

6.3 Sick Leave

Employees will be entitled to sick leave without loss of pay when they cannot attend for duty due to personal illness or injury. Satisfactory proof of such illness or injury will be provided if requested. The parties agree that each individual case be reviewed as appropriate. No paid sick leave will be available during the first 3 months of probationary employment.

This clause does not derogate from the minimum sick leave provisions specified by Section 97 of the Industrial Relations Act, 1991.

As part of this agreement, each employee's leave balance prior to 7 May 1993 will be frozen. In the event of death, retirement under the superannuation fund rules or retrenchment of the employee, the credited aforesaid sick leave shall be paid to the employee or employee's dependant at the rate of pay applicable at the time.

6.4 Bereavement Leave

Paid leave will be provided for the death of a family member. The approval and length of leave will be at the discretion of the Operations Manager.

6.5 Compassionate Leave

Paid leave will be provided to assist in circumstances of serious illness or injury of a family member. The approval and length of the leave will be at the discretion of the Operations Manager.

6.6 Public Holidays

Shall be those Public Holidays gazetted as a public holiday throughout the State of New South Wales.

The Works Picnic Day will be recognised as a public holiday.

6.7 Jury Service

Paid leave will be granted for Jury Service in accordance with the Incitec Jury Service/Witness Expenses Policy No. 15 of the Incitec Personnel Policy and Procedures Manual.

6.8 Defence Force Leave

Employees who are members of the Defence Force Reserve who have been in the Company's service at least one year may be allowed one week's special leave of absence with pay, plus one weeks leave of absence without pay, to attend camps or special training.

6.9 Parental Leave

Parental leave will be in accordance with the New South Wales Industrial Relations Act 1991 Chapter 2 Part 2 Division 3 Sections 25-69. This includes maternity leave, paternity leave and adoption leave.

PART 7 - COMPANY POLICY AND PROCEDURES

7.1 Dispute Handling Procedures

As soon as practicable after a dispute or claim has arisen, the employee concerned will take the matter up with his/her immediate team affording the opportunity to remedy the cause of the dispute or claim.

Where any such attempt at settlement is not resolved within 24 hours, or where the dispute or claim is a collective grievance, the employee (and representative from Signatories to this agreement) shall take up the matter with the employer, or representative of the employer.

The employer will provide a response to the employee's grievance within 48 hours.

If the matter is not settled within 5 working days it shall be submitted to the New South Wales Industrial Commission which shall endeavour to resolve the issue between the parties by conciliation.

Without prejudice to either party, work should continue in accordance with the agreement, and the status quo shall remain while the matters in dispute are being dealt with in accordance with this subclause.

7.2 Counselling and Disciplinary Procedures

The counselling and disciplinary procedure will be applied in accordance with Policy No. 33 of the Incitec Personnel Policy and Procedures Manual.

7.3 Workers Compensation

Workers Compensation shall be in accordance to the New South Wales "Workers Compensation Act, 1987" as amended. Employees in this category will be treated in accordance with the Rehabilitation Policy No 35, and the Workers Compensation Policy No. 34 of the Incitec Personnel Policy and Procedures Manual.

7.4 SH&E/Commercial

Employees are accountable to work in accordance with Company SH&E Policies and Procedures and Commercial Procedures together with applicable Statutory Regulations.

7.5 Equal Opportunity

Incitec is an equal opportunity employer. All employees (and potential employees) are treated on their merits, without regard to race, age, sex, marital status, or any other factor not applicable to the position. Employees are valued according to how well they perform their duties and their ability and enthusiasm to maintain company standards.

The principles of Equal Opportunity will be applied in accordance with the Policy No. 26 of the Incitec Personnel Policy and Procedures Manual..

7.6 Service Quality Management

The Company operates to Services Quality Management principles outlined in the Australian Quality Awards Criteria. It is agreed that employees will abide by these principles. Employees agree to actively participate in Continuous Improvement teams activities.

7.7 Quality Assurance

The Company seeks to obtain and maintain quality assurance accreditation to AS/ISO 9002 for all products and services. It is agreed that employees will accept responsibility for achieving and maintaining this accreditation.

7.8 Voluntary Retirement Scheme/Redundancy

In the event that voluntary retirement offers or redundancy becomes necessary, the Corporate standard provisions shall apply.

There will be no redundancies during the term of this Agreement, as a consequence of the Workplace reforms.

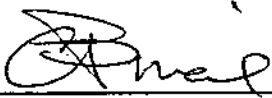
7.9 Incitec Health Benefits Plan

All employees are eligible to claim for specified health services received during the period of employment per the rules of the Incitec Health Benefits Plan.

SIGNED

Signed for and on behalf of Incitec Ltd - Port Kembla.

C BRIAL  
Operations Manager  
Industrial Chemicals

  
\_\_\_\_\_

Witness

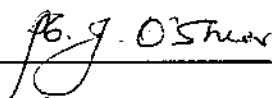
  
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Date

18th May 1995

Signed for and on behalf of employees by the Steering Committee Workplace Reform.

Secretary  
AWU - FIME Amalgamated Union  
New South Wales

  
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Witness

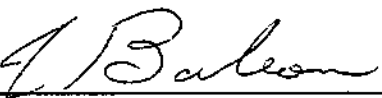
  
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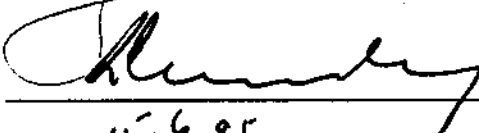
31.5.95

Signed for and on behalf of Incitec Ltd.

J BABON  
Managing Director  
Incitec Ltd

  
\_\_\_\_\_

Witness

 **SECRETARY**  
\_\_\_\_\_

Date

15.6.95

Place Company Seal Here

## Skills Matrix - 1995/1996

	Report Writing 80		SARP 175	
	Introduction to Excel 20	Mechanical Trade (points to be relinquished on shift) 300  includes : Minor Hydraulics higher level of Welding MIG	Acid Handling 100	Electrical and Instruments including Licence (points to be relinquished on shift) 400  Austel Licence (points to be relinquished on shift) 100
	Introduction to the LAN 20		Bulk Unit 50	
	Introduction to PC's 20			
	Introduction to Word 20			
	First Aid 50	Basic Mechanical - part of Mechanical Trade 150  Basic Welding/ Oxy Cutting - part of Mechanical Trade 25  Basic Service Trades 20	Fork Lift 30	Restricted Electrical - part of Electrical Trade 75
	Auditing 50		FEL 30	
	Inspections 25		Crane 10-2 20	
	Credit obtained if SAG Committee Member		Crane 21 30	
			Truck 20	
			Rigging Class 4 20	
		Crane Chasing 20		
	Site Induction	Basic Hand Tools	Cleaning/ Housekeeping	Basic Instrument - part of Instrument Electrical Trade 25
	Safety		Emergency Response	
	Occupational Health			Basic Electrical - part of Electrical Trade 25
	Environment			
	<b>MUST</b>	<b>MUST</b>	<b>MUST</b>	

## *Salary Structure 1995/1996*

		Daywork (\$)	
		1995	1 January 1996
Entry Level New employees	Induction Period Must Module	23,805	24,520
Grade 1	0 to 99	26,910	27,715
Grade 2	100 to 199	30,015	30,915
Grade 3	200 to 299	31,255	32,195
Grade 4	300 to 399	32,605	33,580
Grade 5	400 to 524	33,640	34,645
Grade 6	525 to 699	34,675	35,715
Grade 7	700 to 824	36,535	37,630
Grade 8	825 to 924	38,295	39,445
Grade 9	925 to 1024	39,850	41,045
Grade 10	1025+	42,435	43,710



