

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/50**

**TITLE: Port Kembla Copper Enterprise Agreement 1999**

**I.R.C. NO: 99/3707**

**DATE APPROVED/COMMENCEMENT: 11 August 1999 and commenced 1 June 1999**

**TERM: 31 March 2002**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 17 March 2000**

**DATE TERMINATED:**

**NUMBER OF PAGES: 28**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: It applies to all employees 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**



PKC ENTERPRISE AGREEMENT 1999



**PORT KEMBLA COPPER**

**ENTERPRISE AGREEMENT 1999**



# PKC ENTERPRISE AGREEMENT 1999

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# PKC ENTERPRISE AGREEMENT 1999

## 1 TITLE

This Agreement shall be known as the Port Kembla Copper Enterprise Agreement 1999 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

- 2.1 The parties to this Agreement are Port Kembla Copper ("the Company") and the Australian Workers Union, NSW (The AWU)
- 2.2 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 gives effect to the terms of a Memorandum of Understanding signed in June 1996 by Furukawa Co. Ltd, Nissho Iwai Corporation and the AWU-FIMEE Amalgamated Union concerning the starting up of a copper smelting and refining operation at Port Kembla. The parties maintain their commitment to the terms and intention of that Memorandum of Understanding.

The parties to this Agreement agree that the new operations, to be 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 union or work demarcations;
- hiring practices;
- continuous improvement;
- training and development;
- quality;
- harmonious employee relations.



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The operations to be covered by this Agreement are expected to commence during 1999. Prior to commencement there will be major construction and development of new plant and equipment.

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 subject to their skill, knowledge and competence as well as any licensing requirements;
- subject to the above there will be no demarcation between any employees on the site;
- to constantly seek improvement in productivity, efficiency, quality, safety, health, housekeeping and the environment;
- to develop and promote trust and motivation within the site through honesty and mutual respect.



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## 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 from [1 June 1999] and remain in force until [31 March 2002]. Three months prior to 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 which encourages and supports 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.
- 6.2 To this end work will be organised to maximise the flexibility of the workforce and enable employees to work to the limit of their skills and capabilities and use 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 which they can competently and safely perform.



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## 7 EBA REVIEW

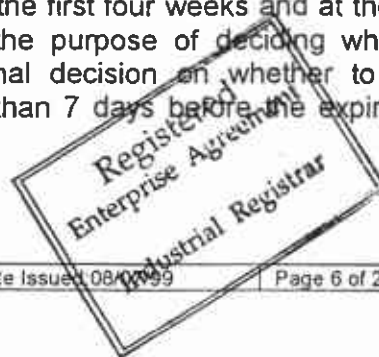
- 7.1 It is acknowledged that real change which results in long term benefits for the organisation as a whole is only possible when all parties have a desire and intent to work positively towards it. Such desire and intent is created where information and views are shared and discussed openly in an atmosphere 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 performance of work and the implementation of this Agreement can be discussed and monitored to ensure the interests of all employees and the organisation are properly considered.
- 7.2 To achieve this end, regular meetings of the Port Kembla Copper EBA Review Committee established under clause 8 of this Agreement shall be held.
- 7.3 The Port Kembla Copper EBA Review Committee shall meet as required for the purpose of monitoring the implementation of this Agreement.

## 8 ESTABLISHMENT OF EBA REVIEW COMMITTEE

- 8.1 The Port Kembla Copper EBA Review Committee will be established to oversee the operation of this Agreement as it affects the Company's employees. The Committee shall comprise three representatives of management and three representatives nominated by employees (one of who may be an official of the AWU).
- 8.2 The committee will adopt a co-operative approach to resolve any conflict.
- 8.3 Minutes of meetings shall be displayed on site notice boards.

## 9 CONTRACT OF EMPLOYMENT

- 9.1 The Company may employ employees on a full-time basis or by agreement on a part-time basis.
- 9.2 Employment may be terminated by the Company by the giving of four weeks notice or by payment of four weeks salary in lieu of notice. Employment may be terminated by the employee by the giving of four weeks notice or by the forfeiture of four weeks salary.
- 9.3 The first three months of employment of a new employee shall be on a probationary basis during which the employment may be terminated upon seven days notice or payment of seven days salary in lieu of notice. The performance of probationers will be reviewed at the end of the first four weeks and at the end of the first eight weeks of employment for the purpose of deciding whether to continue the period of probation. The final decision on whether to offer a permanent position will be made no later than 7 days before the expiry of the three month period of probation.



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

### 10 MEDICAL FITNESS

Employees shall undergo periodical medical examinations in accordance with the Company's reasonable requirements including random testing for the presence of drugs and alcohol.

### 11 HOURS OF WORK

11.1 A variety 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 extending to seven days per week.

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

11.3 For employees other than shift workers ordinary hours will be worked between 0600 and 1800 Monday to Friday, at the discretion of the Company.

11.4 An employee may be required to transfer to a different shift or roster upon not less than forty-eight hours notice or by agreement between the employee and the supervisor if the notice is less than 48 hours.

11.5 An employee may be required to transfer to shift work or from shift work on not less than 48 hours notice.

11.6 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.

11.7 Employees other than shift workers are required to work 5 days a week, Monday to Friday. The applicable salary includes payment that takes into account the requirement to work 8 hours a day.

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

11.9 It is expected that there will be a need for additional hours to be worked over and above the hours which are contained in the roster during commissioning or whenever the Plant is not operating normally. When, under these circumstances, additional hours are worked in excess of 46 hours per week averaged over a three month period the Superintendent/Supervisor will provide annual leave



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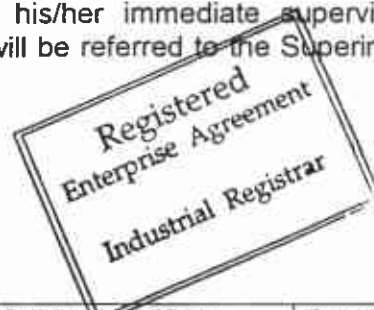
calculated on the basis of an hour of leave for each hour worked in excess of 46 hours.

- 11.10 An employee shall work reasonable additional hours in accordance with the requirements of the Company to meet the needs of the Company's operations. A call out roster will be drawn up for each crew to cover any shortfall in numbers so that the plant runs in a safe and productive manner. The employee on call may be provided with a pager or mobile phone to ensure he/she can be contacted.
- 11.11 Employees working continuous rosters shall be provided with two paid meal breaks, the first of 25 minutes duration within six hours of the commencement of the shift, the second 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 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
- 11.12 Where possible 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 rostered shifts will work out with their supervisor an appropriate time to start the following shift.
- 11.13 Shower time is not normally included in hours worked, however, if a person needs a shower during the shift this may be agreed between the person and his/her supervisor/superintendent.
- 11.14 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.
- 11.15 At the commencement of each shift a handover will be given by the off-going crew to the on-coming crew on the job.

## 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 PKC Fair Treatment Procedure" is to be followed by the company, employees, employee representatives, and union officials when handling issues in which an employee believes he /she has been unfairly treated. The main steps in this procedure are:

12.2.1 An employee shall talk first to his/her immediate supervisor. If not resolved in one working day the matter will be referred to the Superintendent by the Supervisor.



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12.2.2 If after the issue has been referred to the Superintendent, the issue is still not resolved in the next two working days the matter shall be referred to the Department Manager by the Superintendent

12.2.3 If after referral to the Department Manager the issue remains unresolved in the next two working days, the matter shall be referred to the General Manager Operations by the Department Manager.

12.2.4 If the issue remains unresolved the employee can have the matter referred to the Commission through his/ her employee association or seek the services of a Mediator.

12.2.5 The foregoing steps are to be followed without any employee taking Industrial action.

### 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 including in particular in respect of productivity and efficiency.

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

13.3 An employee shall undertake 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. No extra salary payment will be made for the time spent on training. Necessary travel costs, 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. However employees will suffer no loss of rostered earnings by being involved in off the job training.

General Training Guidelines are at Appendix 1 and should be read in conjunction with Clause 13

### 14 CLOTHING

An Employee shall wear and use such protective clothing as the company requires.

### 15 LEAVE DUE TO ILLNESS OR INJURY

15.1 Employees are expected to attend work regularly. Sick leave provides an insurance that an employee who is unable to attend work because of genuine illness or injury will continue to receive his/her salary. Sick leave and salary continuance is available to employees in accordance with the Company's leave policies as varied from time to time.



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15.2 Employees must provide a medical certificate or other evidence where an absence lasts more than two days or the employee has had a total of more than three single days absence in any one year. The Company may also require an employee to provide a medical certificate where, in its opinion, a marked pattern of absences is developing.

15.3 An employee must notify a supervisor in advance of an absence due to sickness no later than one and a half hours before the start of the shift unless, in the circumstances, it would be reasonably practicable for him/her to do so.

### 16 COMPASSIONATE LEAVE

An employee will be afforded leave for compassionate reasons under PKC's leave policies (as varied from time to time)

### 17 ANNUAL LEAVE

Annual leave entitlements will be as provided in the Annual Holidays Act 1944 as amended.

### 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 as provided in the NSW Industrial Relations Act 1996.

### 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 applies 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 Where work is performed on any holiday employees shall accrue an additional day of leave which shall be taken at a time agreed between the employee and the company or taken consecutively with annual leave.



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## 21 ANNUALISED SALARIES

All employees will be paid at the annualised rate of salary appropriate to their salary grade specified at Appendix 1. The composition of the annualised salary is set out at Appendix 2.

## 22 TIME AND PAYMENT OF SALARIES

- 22.1 All Employees will be paid by Electronic Funds Transfer into a personal account at an approved bank or financial institution on a monthly basis.
- 22.2 An employee must provide the Company with such details of his/her 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.
- 22.3 The Company will deposit employees' salaries into their respective accounts for each month, no later than the 15<sup>th</sup> day of that month and provide each employee with a full account in writing 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.

## 23 JURY SERVICE

- 23.1 An employee required to attend for jury service during the employee's rostered hours will reimburse the Company the amount paid in respect of the employee's attendance for such jury service on the basis that the company will ensure no loss of salary for the period of jury service.
- 23.2 An employee must notify the Company as soon as possible of the date upon which the employee is 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 Employees are required to become a member of the Port Kembla Copper Superannuation Plan or another offered fund to which the Company shall contribute 11% of salary to the fund of which the employee is a member. An employee must contribute 5% of salary.



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25.2 An employee and the Company may agree in writing that the employee will receive a reduced salary by way of salary sacrifice to enable a greater superannuation contribution by the Company. While such an agreement remains in force the salary to which the employee is entitled under this agreement is reduced by the amount of the salary sacrificed.

### 26 SALARY REVIEW AND NO FURTHER CLAIMS COMMITMENT

26.1 Except as expressly provided in this clause the AWU and employees agree that 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 2.5% on 1 April 2000 and by 3% on 1 April 2001.



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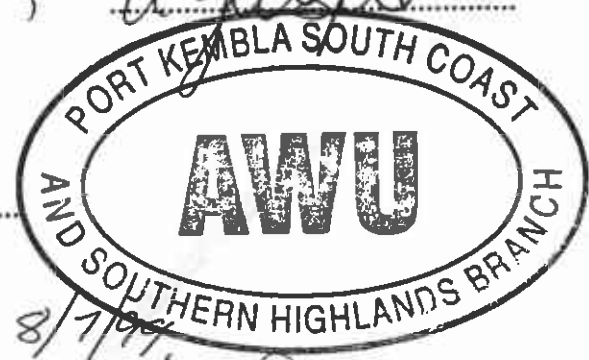
## SIGNATORIES:

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

)  
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*A. White*

*Andrew White*  
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Witness  
Name (printed)

*ANDREW WHITE* 8/7/99



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*[Signature]*

*Murray Campbell*  
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Witness  
Name (Printed)

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## APPENDIX 1 – PKC WORK CLASSIFICATION SYSTEM

### 1.0 OVERVIEW OF THE SYSTEM

All employees covered by the PKC EBA are referred to as technicians regardless of the work they perform reflecting the broad aims and purposes of this agreement to deliver flexibility in work performance. For example technicians may move between production and maintenance work on the basis of safety, training.

For the purpose of training and payment the work performed by technicians at PKC is divided into 5 levels. The entry level for process technicians is generally Level 1 and for maintenance technicians it is generally Level 3.

Level	Process Technician	Maintenance Technician
5	*	Technician Level 5
4	*	Technician Level 4
3	Technician Level 3	Technician Level 3
2	Technician Level 2	*
1	Technician Level 1	*

Progression through the training system is dependent on 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.
- Time spent in training areas/modules.
- Qualification in training areas/modules as a result of successful assessments.
- Demonstration of prescribed levels of performance on personal attributes.

Where possible technicians will be given every opportunity to satisfy the requirements to progress to Level 2, or Level 4 in the case of maintenance technicians, 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 2 to level 3 or level 4 to level 5 in the case of maintenance technicians will depend on the availability of vacancies at level 3 or level 5.



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

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

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

Training Level	Qualification Requirements	Typical time spent at each level
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> <li>• Achieve "B" ratings in at least six and no "D" ratings in the personal attributes.</li> </ul>	3 months
Level 2	At Level 2 a technician must: <ul style="list-style-type: none"> <li>• Achieve a pass in prescribed modules</li> <li>• Achieve three "A" ratings, seven "B" ratings and no "D" ratings on personal attributes</li> </ul>	18 months
Level 3	At level 3 a technician must : <ul style="list-style-type: none"> <li>• Achieve a pass in prescribed modules</li> <li>• Achieve at least five "A" and "B" ratings and no "C" or "D" ratings on personal attributes</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>	18 months

Evaluations shall be conducted by a team comprising:

The Technician's Superintendent

The Technician's Supervisor

And at least one Level 3 or 2 Process Technician who is qualified in the relevant modules.

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



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## 2.1 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
O	Noranda Control		
P	Acid Control		

### Prescribed Modules for each level

Training Level	Prescribed Modules	Typical time	Qualifying
Level 1	To qualify for Level 1 must pass Basic Skills and achieve in any one of Modules A to N	3 months	
Level 2	At level 2 must achieve : either: 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.	18 Months	
Level 3	At level 3 must achieve a pass in O+P and in C+E+I  To remain at Level three: <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>	18 months	



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## 2.2 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 Operation	I	Slimes Handling/Utilities
D	Crane Operation	J	Circulation System
E	Stripping Machine Operation	K	Bismuth Plant
F	Short Correction/Plate Maintenance		

### Prescribed Modules for each level

Training Level	Prescribed Modules	Typical time	Qualifying
Level 1	To qualify for Level 1 must pass A and (B or F)	3 months	
Level 2	At level 2 must achieve: either: 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	18 Months	
Level 3	At level 3 must achieve a pass in ( B, C or F,G) + I, J, K  To remain at Level three 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>	18 months	



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## 2.3 Prescribed Modules in Site services

### Table of Modules

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

## 2.3 Prescribed Modules for each level

Training Level	Prescribed Modules	Typical time	Qualifying
Level 1	To qualify for Level 1 must pass Basic Skills and achieve a pass in B	3 months	
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><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>	18 Months	



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## 3.0 PROGRESSION THROUGH THE MAINTENANCE TECHNICIAN'S TRAINING SYSTEM.

### 3.1 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.
- Ratings on personal attributes.
- 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.



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## Prescribed Area Matrices

Training Level	Qualification Requirements	Typical time spent each level
Level 3	<p>To qualify for a permanent position at level 3 a new starter must:</p> <ul style="list-style-type: none"> <li>• Pass in designated basic skills cells</li> <li>• Achieve 6 "B" ratings and no "D" ratings on personal attributes.</li> </ul>	3 months
Level 4	<p>At level 4 a technician must achieve :</p> <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> <li>• Ratings on personal attributes of 3 "A's" 5 "B's", no "D's".</li> </ul>	18 months
Level 5	<p>At level 5 a technician must achieve:</p> <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> <li>• Ratings on personal attributes of : 5 "A's", 7 "B's", no "C's" or "D's".</li> <li>• To remain at level 5 must maintain ratings on personal attributes of 5 "A's", 7 "B's" and no "C's" or "D's".</li> </ul>	18 months

### **Method of Evaluation**

Evaluations will be undertaken by a team comprising  
 Maintenance Superintendent  
 Supervisor  
 Technician Level 5



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## 3.2 ELECTRICAL/ INSTRUMENT WORK

Electrical maintenance work is divided into three areas:

- 1 Smelter
- 2 Refinery
- 3 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 as a result of successful assessments
- Qualification in a prescribed percentage of the modules nominated for each area
- Time spent training at each level
- Ratings on personal attributes
- 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.



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### Prescribed Area modules

Training Level	Qualification Requirements	Typical time spent each level
Level 3	<p>To qualify for a permanent position at level 3 a new starter must:</p> <ul style="list-style-type: none"> <li>• Pass in designated basic skills modules</li> <li>• Achieve 6 "B" ratings and no "D" ratings on personal attributes.</li> </ul>	3 months
Level 4	<p>At level 4 a technician must achieve :</p> <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> <li>• Ratings on personal attributes of 3 "A's" 5 "B's", no "D's".</li> </ul>	18 months
Level 5	<p>At level 5 a technician must achieve:</p> <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> <li>• Ratings on personal attributes of : 5 "A's", 7 "B's", no "C's" or "D's".</li> <li>• To remain at level 5 must maintain ratings on personal attributes of 5 "A's", 7 "B's" and no "C's" or "D's".</li> </ul>	18 months

### **Method of Evaluation**

Evaluations will be undertaken by a team comprising  
 Maintenance Superintendent  
 Supervisor  
 Technician Level 5



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# PKC ENTERPRISE AGREEMENT 1999

## 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 fulfilling the typical times required and passing evaluations in training areas. 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. However no technician may advance from the entry level to the highest level faster than two years.
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 he/she is still able to perform the tasks at the required level of competency. A person who fails to undergo this training or does not pass the evaluation may be demoted to a lower level until such time that he/she successfully passes 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, he/she shall be classified and paid at the entry level in the Department in which he/she is re-employed.
  - 4.2 At the completion of the 3 month period he/she 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 levels 2 in the smelter and refinery or from levels 3 and 4 in the Maintenance department. Demotion may however occur from Level 5 back to Level 4 in the Maintenance Department, from level 3 to level 2 in the smelter and refinery and from Level 2 to Level 1 in the Site services department if the employee concerned ceases to display the characteristics and qualities required at that level.

In any such case the employee concerned may access the PKC Fair Treatment Procedure if he/she believes the demotion is unfair. Such a demotion will not however prevent the employee from later re-acquiring their previous status.

