



**Vesuvius Australia Pty Ltd
Port Kembla
Employees
Enterprise Agreement**

2024

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1. TITLE

This Agreement will be known as the *Vesuvius Australia Port Kembla Employees Enterprise Agreement 2024*.

2. DEFINITIONS

- The Company:** Vesuvius Australia Pty Ltd (A.C.N. 003 691 245)
("the Company")
- Address:** 40 - 46 Gloucester Boulevard, Port Kembla NSW 2505
- Modern Award:** *Manufacturing and Associated Industries and Occupations Award 2020 as varied from time to time.*
("hereinafter referred to as "the Modern Award")
- Union:** Construction, Forestry and Maritime Employees Union
("the CFMEU")
- Union:** Australian Manufacturing Workers Union
("AMWU")
- The Agreement:** Vesuvius Australia Port Kembla Employees Enterprise Agreement 2021
("the Agreement")

3. APPLICATION

- a) The Company in respect to all its employees engaged in the manufacture of refractory materials and products at 40 - 46 Gloucester Blvd, Port Kembla NSW
- b) The CFMEU as bargaining representative for the Enterprise Agreement by way of their application in giving notice under s.183 of the Act that they want the Enterprise Agreement to cover them.
- c) The AMWU as bargaining representative for the Enterprise Agreement by way of their application in giving notice under s.183 of the Act that they want the Enterprise Agreement to cover them.
- d) Employees (hereinafter referred to as "**employees**") of the Company who are engaged in the job classifications in Appendix B of this Agreement.
- e) It does not cover nor apply to employees in management, administrative employees, professional employees, technical employees, despatch, warehousing or sales and customer service employees.

4. RELATIONSHIP TO AWARD

- 4.1 The terms and conditions of the Modern Award are incorporated into and form part of this Agreement (Incorporated Terms) as if the same were set out in full. The express terms of this Agreement are supplementary to and should be read and interpreted wholly in conjunction with these Incorporated Terms provided that where there is any inconsistency between the express terms of this Agreement and the Incorporated

Terms, then the express terms of this Agreement will prevail to the extent of any such inconsistency.

4.2 Any term of the Award that contains prohibited content is expressly excluded.

5. DURATION OF THE AGREEMENT

This Agreement will apply from the 7th day after the date of approval by the Fair Work Commission. The Agreement will remain in force until the 31st of December 2026 and beyond, unless terminated by the parties in a manner consistent with the *Fair Work Act 2009 (Cth)*.

6. NO EXTRA CLAIMS

It is a term of this agreement that the Company, employees and the union signatory to this agreement will not pursue any further claims during its period of operation regarding any matters contained within this agreement. This agreement is exhaustive of all terms and conditions of the employment relationship.

7. NATIONAL EMPLOYMENT STANDARDS (NES) UNDER THE FAIR WORK ACT IS A SET OF LEGISLATED MINIMUM EMPLOYMENT ENTITLEMENTS.

In summary, the NES provide the following entitlements:

- i) An average of 38 ordinary hours of work per week;
- ii) An employee with 12 months' service has the right to request flexible working arrangements if they are the parent, or have responsibility for the care of a child who is school aged or younger; are a carer (under the *Carer Recognition Act 2010*), have a disability, are 55 or older; are experiencing family or domestic violence; or provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence. The employer can refuse the request on reasonable business grounds;
- iii) Up to 12 months unpaid parental leave, with an employee right to request an extension for a further period of up to 12 months. The employer can refuse the request on reasonable business grounds;
- iv) 4 weeks annual leave per annum with an additional week for certain continuous shift workers;
- v) Up to 10 days per annum paid personal/carer's leave;
- vi) Up to 2 days unpaid carer's leave per occasion for casuals and employees who have exhausted their paid carer's leave entitlements;
- vii) Up to two days paid compassionate leave per occasion;
- viii) Paid jury service leave and unpaid leave for eligible community service activities;
- ix) Long service leave in accordance with applicable award-derived long service leave terms;
- x) Public holidays;
- xi) Notice of termination and redundancy pay, subject to certain exclusions;
- xii) Family and Domestic Violence leave
- xiii) Casual conversion and
- xiv) The provision of a Fair Work Information Statement to new employees.

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES and the NES provides a greater benefit, the NES provision will apply to the extend of the inconsistency.

8. COMPANY CONSULTATIVE COMMITTEE

The Company may establish and maintain where appropriate, a Consultative Committee as a forum for effective communication between the parties. The Consultative Committee will be made up of an equal number of management representatives and employee representatives elected by the employees. The parties agree that there will be a maximum of three representatives from management and three from the factory workforce.

The principle purpose of this Committee will be to:

- a) Monitor the implementation of the terms of this agreement
- b) Facilitate the process of workplace reform through consultation
- c) Ensure employees are properly consulted in respect of issues impacting on their wages, working conditions and job security
- d) Monitor, discuss, develop and / or recommend measures or actions in respect of but not limited to:
 - i) Productivity
 - ii) Skills audit and training
 - iii) Management of quality assurance
 - iv) Work health and safety
 - v) Existing and future work
 - vi) Removal of restrictive work practices
 - vii) Environmental protection

Where a Company Consultative Committee is not established consultation may take place direct with the workforce, Company union delegate/s and or signatory union.

9. OBJECTIVES

This Agreement has the following objectives to implement:

- a) To provide a culture for change.
- b) Profitably manufacture and supply product of the highest quality and least cost.
- c) Implement lean processes to ensure efficiency.
- d) To provide employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging.
- e) To improve the competitiveness, viability and profitability of the Company.
- f) To improve efficiency and flexibility by changing the way work is organised and delegated and performed.

- g) To establish skills-related career paths by training Employees to operate all of the Companies production lines.
- h) To organise Company structures and job designs to maximise the Company competitiveness and flexibility.
- i) To promote client satisfaction through improved efficiency, quality of work and performance.
- j) To pursue the implementation of quality assurance and a total quality system.
- k) To create a dispute free environment through consultation and common purpose.
- l) To maintain and enhance Company occupational health and safety performance.

10. PROTECTIVE CLOTHING

All employees will be required to present ready for work with appropriate footwear. If a new employee does not have appropriate footwear the Company will supply it. This footwear will be replaced on a fair wear and tear basis on the condition that old footwear is presented for inspection if required.

Employees will also be issued with the following:

- a) Three (3) high visibility long sleeve shirts, three (3) pairs of cotton drill pants.
- b) One (1) high visibility winter jacket will be issued between May and August.
- c) Appropriate work socks to be provided on a fair wear and tear basis.
- d) Company issued belt (logo) as part of PPE attire.
- e) A belt with a company logo

Clothing supplied will be replaced on a fair wear and tear basis provided that the old clothing must be provided for inspection if required.

Employees are expected to wear Company provided clothing and maintain such in a tidy manner, so as to display a professional Company image.

Additional personal protective equipment e.g. gloves, eye, hearing, sun, breathing protection etc. will be supplied where required.

The following disciplinary procedure will be adopted in relation to the wearing of these protective items:

- i) Verbal warning(s)
- ii) Written warning
- iii) Eight (8) hours suspension – without pay
- iv) Thirty-eight (38) hours suspension – without pay
- v) Employment terminated

This disciplinary procedure will not be unreasonably applied. The union recognises the legal obligation on the Company and employees to comply with safety footwear, and protective clothing requirements and the need for effective disciplinary procedure.

11. WAGE RATES / REMUNERATION

In recognition of the efficiencies and productivity measures contained herein the following increases will be available to employees covered by this Agreement:

The parties have agreed that following approval of FWC, the wage increase of 4% will be retrospectively applied on and from the first full pay period on or after 1 January 2024. Each subsequent year of the Agreement (1 January 2025, and 1 January 2026) the wage increase of 4% will be applied on and from the first full pay period.

11.1 Wage Rates

Employees, except Apprentices, will be paid in accordance with the classification structure and wage rates set out in Appendix A and B of this Agreement.

Apprentices will be paid in accordance with the wage rates in Appendix D of this agreement.

11.2 Company Productivity Bonus Scheme

The parties agree that during the term of this agreement, the productivity bonus will be reviewed and possible amendments to the bonus will be further discussed. Until such time that an agreement to vary the current productivity bonus is reached, the productivity bonus as contained in Appendix C of this agreement will continue to apply.

A casual employee will be entitled to participate in the Productivity Bonus system upon commencement. Any payments attributable to casual employees arising out of the bonus system will be made on a pro-rata basis in accordance with the days worked during the month.

11.3 Superannuation

The Company will be, and remain during the life of this Agreement, a participating employer in the Australian Super Fund or other agreed scheme.

The Company will make superannuation payments on behalf of all its employees at no less than the percentage of ordinary times earnings specified in the Superannuation Guarantee Act.

All superannuation contributions will be paid monthly as per the Trust Deed. The Company will allow employees to make additional contributions to their Australian Super Fund account or other agreed scheme by way of genuine salary sacrifice, i.e. from pre-tax earnings.

12. TERMS OF EMPLOYMENT

12.1 Engagement

All prospective employees will be required to undertake a full functional pre-employment medical examination and drug and alcohol test.

Parties agree that all new employees will be subject to a probationary period of six (6) months, (excluding casuals) during which time either Company or employee may give one (1) weeks' notice severing the employment relationship between the parties.

12.2 Redundancy

The parties agree that in the spirit of this Agreement, termination of employment will be consistent with the objectives and goals of the Company and the workforce. Termination of employment will be decided on, but not limited to, issues such as skills and ability, diligence, experience, length of service with the Company and anticipated skills and future labour requirements. employees will be consulted and advised in respect of what criteria is used to determine redundancies prior to making employees redundant.

It is the Company's objective wherever possible to avoid reductions in employee numbers through forced redundancies. Rather, where circumstances arise which force such reductions, extensive discussion with all employees would take place to canvas alternatives such as natural attrition, voluntary redundancy and the like.

Entitlement to redundancy pay:

- (1) An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:
 - (a) at the employer's initiative because the employer no longer requires the done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
 - (b) because of the insolvency or bankruptcy of the employer:

To clarify in the case of ordinary and customary turnover of labour then this does not entitle the employee to redundancy.

12.3 Notice

Where an employee has been made redundant the Company shall give the following notice period:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Less than 1 Year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

Payment in lieu of notice above shall be made if appropriate notice period is not given. Provided that employment may be terminated by part of the notice specified and part payment in lieu thereof.

In addition to the notice above employees over 45 years of age at the time of giving notice, with no less 2 years continuous service shall be entitled to an additional 1 weeks' notice.

12.4 Leave During Notice Period:

An employee who has the opportunity of obtaining alternative employment outside the Company, after being given notice, will be entitled to be paid up to their last day

of employment and receive their full entitlement to severance pay provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

12.5 Alternative Employment:

The terms of s120 of the Fair Work Act 2009 applies as if s120 referred to in 12.6 of the Agreement, rather than s119 of the Fair Work Act 2006

12.6 Severance Pay

Where an employee/s is to be terminated pursuant to clause 12.2 of this agreement the Company shall pay the employee the following severance pay in respect of a continuous period of service:

Years of Service	Employee under 45 years of age	Employee over 45 years of age
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks	6 weeks
2 years and less than 3 years	7 weeks	8.75 weeks
3 years and less than 4 years	10 weeks	12.5 weeks
4 years and less 5 years	12 weeks	15 weeks
5 years and less than 6 years	14 weeks	17.5 weeks
6 years and over	16 weeks	20 weeks

For each year of service above six (6) years of continuous service employees shall be paid an additional two and a half (2.5) weeks pay redundancy for each year of service.

The total redundancy and severance entitlement shall be limited to a maximum of fifty two (52) weeks pay for each employee.

12.7 Transfer of business

The provisions of the redundancy clause will not apply to an employee whose employment service is deemed to be continuous as a transfer of business. The rationale is that any proposed variation or reduction will be dealt with in accordance with the Fair Work Act 2009 (Cth), to afford employees the benefit of severance pay, unless the Company can make out a case otherwise under the Fair Work Act.

Further, an employee is not entitled to redundancy pay under this clause in relation to the termination of their employment if:

- a) The employee rejects an offer of employment made by another employer that
 - i. Is on terms and conditions substantially similar to and considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the Company immediately before the termination; and
 - ii. Recognises the employee's service with the Company; and
- b) Had the employee accepted the offer, there would have been a transfer of employment in relation to the employees within the meaning of the *Fair Work Act 2009 (Cth)*.

12.8 Resignation

When an employee leaves on his/her own accord, their termination pay will be transferred into their account at the end of the next pay period. Where the Company terminates an employee, termination pay will be paid through electronic funds transfer into the employee's bank account as per the relevant Award provision.

Where employment is terminated by the Company, payment in lieu of notice will be paid in accordance with the NES. Payment for superannuation, redundancy and / or any other entitlements prescribed by this Agreement will not be applicable for the notice period where the notice period has not been worked.

13. PAYMENT OF WAGES

All wages, allowances and other monies will be paid by electronic funds transfer into a maximum of five (5) financial institution accounts of the employees choosing.

Wages shall continue to be made available no later than 3.30pm Thursday of each week (weekly). The pay day will continue to be a Wednesday but the new period will be as follows:-

- Monday to Sunday is the new period of days paid
- Monday morning timesheets handed to payroll
- Tuesday payroll processed & funds EFT'd to the bank for Wednesday

Week Ending date would be Sunday instead of Tuesday

Waiting time for wages shall not be payable where an employee is kept waiting for their wages due to circumstances beyond the control of the Company.

14. TRAINING AND RELATED MATTERS

- 14.1 The parties recognise that in order to increase efficiency and productivity, the Company will institute a structured training and skills programme for all factory production operations, as required.

Accordingly, the Company will, provide employees with the opportunity to acquire additional skills through appropriately structured training based on nationally endorsed competency standards and curriculum.

The Company will consult employees in respect of appropriate training which:

- Is consistent with Company business requirements
- May be taken either on or off the job.

Any training costs for courses will be paid for by the Company in accordance with guidelines agreed between the Company Consultative Committee or from employee/workforce consultation. However, any costs related to training undertaken by employees which has not been authorised by the Company shall not be paid or reimbursed.

14.2 Mixed Functions

The parties agree to the following:

- i Production personnel agree to carry out minor maintenance of machines

- ii Unloading of trucks by plant personnel other than production personnel when no production personnel are on site
- iii Production personnel agree to be flexible in their work ethic and operate all production lines as required by the Company
- iv Production personnel will assist fitters and electricians when required
- v Laboratory employees can make small premixes if more suitable

14.3 Operation of Forklifts

- ii) It has been agreed that only in exceptional circumstances under the conditions outlined below will such flexibility be granted to operate forklifts.
 - Outside or normal hours of work but only after an attempt has been made to contact Production/Operation leading hands;
 - Urgent customer requirements but only after Production/Operations leading hands have been contacted.
- iii) The intention of this clause is to ensure we meet customer expectations timeously.

15. PERSONAL/CARER'S AND COMPASSIONATE LEAVE

15.1 Entitlement

- i) Personal Leave is provided in accordance with NES
- ii) Personal leave includes sick leave and carer's leave
- iii) An employee absent from work by reason of personal illness or injury (not being illness or injury resulting out of employee's misconduct or default or from injury arising out of or in the course of employment) is entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations.

15.2 Notice and Evidence Requirements

- i) Employees will as soon as practically possible i.e. within one (1) hour of their normal starting time inform their immediate Supervisor and/or the Operations Manager of their incapacity to attend for duty, and as far as practical state the nature of the illness or injury and the estimated duration of the absence. It is understood and accepted that exceptional circumstances may prevent employees meeting the above notification process requirements and this is accepted by Company.

The employee will provide evidence to the Company's satisfaction that they were unable on account of such illness or injury to attend for duty on the days for which sick leave was used.

- ii) The Company has agreed to allow employees up to and including 5 days sick leave per year without the requirement to provide a medical certificate or statutory declaration.

However, any employee absent for more than five (5) single workdays must provide a medical certificate or statutory declaration stating the period for which the employee was unfit for work and the reason.

The Company reserves its right to address concerns with the employee in the event that there is a regular and systematic pattern of absences or excessive sick leave has been taken.

- iii) An employee (other than a casual) who is absent from work due to illness or injury (other than that covered by workers compensation) or to take care of, or support a member of the employees immediate family or household who requires care or support due to illness or injury, will be entitled to paid personal leave of 10 days for each year of employment.

The amount of personal leave to which an employee will be entitled is as follows:

- a) One (1) day per month for the first ten (10) months shall be available in the first year of employment.
- b) An additional ten (10) days at the beginning of the employees second and each subsequent year which shall commence at the anniversary of his/her engagement.

15.3 Cashing Out of Personal Leave

An employee at the conclusion of his/her anniversary date of employment may apply for the payment of a bonus payment for the amount of unused sick leave. They may cash out their personal leave subject to the following restrictions:

- a) An employee must retain a personal leave balance of at least 15 days;
- b) Each cashing out must be in a separate agreement in writing between the employee and the Company; and
- c) The employee must be paid at least the full amount that would have been payable had they taken the leave that was forgone.

*This is to be paid out at the end of December of each subsequent year or on his/ her termination of employment.

15.4 Compassionate Leave

Compassionate leave: An employee (including a casual) is entitled to two days of compassionate leave to spend time with a member of their immediate family or household who has sustained a life-threatening illness or injury. Compassionate leave may also be taken after the death of a member of the employee's immediate family or household

An employee may take compassionate leave for each occasion as:

- A single continuous two (2) day period or
- Two separate periods of one day each or
- Any separate periods to which the employee and the Company agrees.

If an employee (other than a casual) takes a period of compassionate leave, the employer must pay the employee at the employees base rate of pay for the ordinary hours they would have worked during the period. Casuals are not entitled to any paid personal/carer's or compassionate leave. However, casuals are entitled to unpaid carer's leave or compassionate leave.

16. PARENTAL LEAVE

Parental Leave is provided in accordance with the NES.

17. COMMUNITY SERVICE LEAVE & JURY SERVICE

- 17.1 Community service leave is provided in accordance with the NES.
- 17.2 Jury Service: An employee (other than a casual) called for jury service during ordinary working hours will be reimbursed for only up to 10 days by the Company an amount equal to the difference between the amount paid by the Court and the amount of ordinary rate earnings he/she would have received for the ordinary time hours performing jury service duty. To receive reimbursement the employee will provide the Company with proof of attendance, duration of attendance and amount received in respect thereof.

18. CASUAL LABOUR

As per Clause 11.4 of the *Manufacturing and Associated Industries and Occupations Award 2020* as varied from time to time. The application of Casual Conversion is in accordance with the NES.

In addition to the provisions of the Award, where an employee has completed 6 months service as a casual, the Company shall consider converting the employees employment to permanent, subject to there being ongoing work to accommodate such a decision.

19. DISPUTE RESOLUTION PROCEDURE

The objective of this procedure is to promote the resolution of disputes by measures based on consultation, co-operation and discussion and to avoid interruption to the performance of work and the consequential loss of production and wages.

In the event of a dispute about a matter arising under this agreement or the NES (except for disputes related to reasonable business grounds for refusal of requests for flexible work arrangements or additional unpaid leave), in the first instance the parties will attempt to resolve the matter at the workplace through discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will attempt to resolve the matter by discussions between the employee and employees concerned and more senior levels of management. The employee/s and the Company may appoint a person or organisation to represent them in relation to the dispute.

If the dispute is unable to be resolved at the workplace level the dispute may be referred to either party to the Fair Work Commission for its consideration which may include mediation, conciliation, expressing an opinion or making a recommendation.

If the dispute remains unresolved, either party may refer the dispute to the Fair Work Commission for arbitration and determination that is binding on all parties. The Fair Work Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions that are necessary to make the arbitration effective. The decision of the Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench. Any outcome cannot be inconsistent with legislative requirements.

Work will continue normally unless an employee has a reasonable concern about an imminent risk to his or her health and safety. If such concern exists, the employee must not unreasonably fail to comply with a direction of the Company to perform other

available work, whether at the same or another workplace, which is safe and appropriate for the employee to perform.

20. WORK HEALTH AND SAFETY

All work health and safety issues will be resolved in strict accordance with the relevant NSW legislation.

The most qualified or appropriate person will render first aid.

If a safety problem arises, the matter shall be brought to the attention of the immediate supervisor / foreperson. He / she will organise to have the problem rectified and the employees relocated to safe work areas whilst rectification work is being carried out.

Where a safety problem exists, work shall cease only in the affected area. Work shall continue elsewhere unless there is no safe access to working areas. However, any problem of access shall be immediately rectified and the employees will use alternate safe access to such working areas while the usual access is being rectified.

Should a dispute arise over a safety issue, immediate inspection of the disputed area involving both the Company and the site safety representative and / or safety committee shall take place.

If there is more than one area thought to be unsafe, the WH&S committee and Company will nominate in order of priority the areas to be inspected. On verification that rectification has been completed, productive work will resume. Such resumption shall take place if necessary in stages as each area has been cleared.

Provided that any disagreements between Company and the Safety Representative(s) and / or Safety Committee shall be determined by the recommendation of a WorkCover NSW Inspector.

21. COMPANY DRUG AND ALCOHOL POLICY

Refer to Appendix F page 33 for Drug and Alcohol Policy

22. HOURS OF WORK / ROSTERED DAYS OFF

22.1 Hours of Work

Consistent with the objectives of this Agreement, the parties have agreed to organise the hours of work to suit the requirements of the business whilst also giving the Company and employees greater flexibility in organising their rostered days off (RDO's) and their start times.

Ordinary hours of work will be 38 hours per week performed between the hours of 6.00am to 6.00 pm Monday to Friday with the normal starting time being 6am. Start times may be flexible to suit the needs of the enterprise and individual employee/s.

Normal start time	6am
Morning crib shall be taken between	9 am – 9.10 am
Lunch	12 noon – 12.30 pm

Finish time

2.30 pm

Employees have 5 minutes wash up time before morning crib or lunch is taken, employees may not leave the premises during this period.

Employee's have 15 minutes wash up time prior to completing work for the day, an additional 5 minutes may be taken for those performing dirty work e.g., working on the bin filler.

22.2 Flexibility of Meal Breaks

The parties agree to vary meal and crib breaks without penalty as required, for example, the unloading of trucks, complete a gunclay mix, and finish a slab.

These breaks can be taken at any time during a shift, but should be taken as close as possible to their normal meal breaks.

In the event of an employee being directed to work through a meal break (*an unlikely occurrence and mainly in Despatch area*) then the provisions of the underpinning award will apply.

22.3 Meal Allowance:

The application of the meal allowance will be in accordance with the provisions of the Manufacturing & Associated Industries Award 2020 apart from the rate which will be paid at \$20.91.

22.4 Rostered Days Off

The ordinary working hours will be 8 hours per day Monday to Friday with 0.4 of an hour per day accruing for rostered day off (RDO). The accrual applies on all ordinary days worked (except RDO's) and paid leave.

The following is agreed in respect of rostered days off:

- a) An agreement will be reached by the Company and employees as to which day will be taken as a rostered day off when such entitlement is due. It is agreed a Company roster system will apply.
- b) RDO's may be banked to a maximum of five (5) days in any 12 month period.
- c) The banked RDO's may be taken as a group of consecutive days or any other combination subject to agreement being reached between the Company and employee/s.
- d) Any additional RDO's in excess of the five (5) nominated RDO's already banked, can only be worked with mutual consent of the employee's concerned.
- e) Where there is a requirement for a scheduled RDO to be worked the nominated employee/s will make themselves available to work that day provided that the Company gives the employee/s 8 hours' notice of their requirement to work. The nominated RDO/s to be worked will be paid for at ordinary rates of pay.

- f) Where more than one (1) accrued RDO is to be taken on consecutive working days, application for such paid leave will be sought by giving a reasonable period of notice to the Company.
- g) A new Employee will be eligible for an RDO after achieving 7.6 hours RDO accrual.
- h) Employees will be paid all of their unpaid RDO accruals on termination or at the end of each calendar year.

22.5 Overtime

- a) Overtime will be in accordance with clause 32.9 of the Award except that the overtime penalty referred to in Clause 40.1(a) will be paid for at the rate of **time and on-half for the first two hours and double time thereafter**.
- b) The Company may require an employee to work reasonable overtime which is set out in clause 32.9 of the Award. Reasonable overtime will be determined having regard to:
 - i) Amount of advance notice provided
 - ii) Reasonableness
 - iii) Impact on family commitments
- c) In accordance with clause 32.9 of the Manufacturing & Associated Industries Award 2010 the employees will also be entitled to request to have time off in lieu of overtime payment.

22.6 Telephone

Access to a telephone will be made available, where practicable, to all workers on shift in case of sickness, injury or other emergency.

22.7 Wet Weather

The determination as to whether work should continue in the event of wet weather will be made following a risk assessment undertaken by the Union Delegate onsite, the companies HSE Manager taking into account the NSW WHS Act and Regulations.

23. EMPLOYEE AWARENESS

All current employees will be given a copy of this Agreement, along with all future employees upon commencement.

24. BETTER OFF OVERALL

The Fair Work Act 2009 (Cth) requires that each of the employees to be covered by the agreement are better off overall than under the relevant modern award. It is the view of the Company and the Union bargaining agent/s that the employees to be covered by this agreement are better off overall than under the Award.

25. LONG SERVICE LEAVE

All employees are entitled to Long Service Leave in accordance with the relevant NSW Long Service Leave legislation.

All employees' accrue Long Service Leave at the rate of one (1) weeks' pay per year of continuous service.

Eligible employees can claim their entitlements after ten (10) years of service.

Pro- rata Long Service Leave is in accordance with Section 4 subclause (2) of the NSW Long Service Leave Act 1955 and any preceding legislation.

26. PICNIC DAY

No work will be scheduled on industry picnic or other agreed day without loss of pay to employees. It is agreed by the Parties that the first Monday of December shall be observed as the industry picnic day.

27. WORKPLACE REPRESENTATION

The parties to this agreement acknowledge that good communication between the Company, the employees and workplace representatives is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion and to ensure the smooth operation of this agreement.

All disputes shall be dealt with in accordance with clause 19 of this Agreement.

Delegates and Their Rights

In this clause the expression "delegate" means an employee who is elected as the union/employee representative of employees.

- a) The delegate will have the opportunity to approach, or be approached, by any employee(s) of the Company to discuss matters pertaining to the employment relationship of employees during normal work hours without impediment by the Company. The Company will not unreasonably restrict this communication.
- b) The delegate will be entitled to represent employees in relation to matters pertaining to the employment relationship at the workplace, including but not limited to:
 - The introduction of new technology and other forms of workplace change
 - Career path, reclassification, training issues and to initiate discussions and negotiations on any other matters.
- c) In order to assist the delegate to effectively discharge his / her representative duties and responsibilities, the delegate will be afforded the following rights:

The right to reasonable communication with other delegates, union officials and management at the same workplace.

- d) The Company will provide access to facilities to be used by a delegate. The facilities provided will be provided at a level consistent with the resources of the Company. Subject to availability a delegate may be provided with access to the following resources:

- A lockable notice board for the placement of union notices pertaining to the employment relationship
 - Access to a meeting room
 - Access to telephone for legitimate union business
- From existing resources and when required, a photocopier or facsimile machine for union notices pertaining to the employment relationship

- e) The Union Delegates will be entitled to 5 days Trade Union Training days per calendar year. They will be paid for the day at ordinary rates but will not be paid any travel time and will need to arrange their own transportations at their own cost.

There will be no deduction of wages where a delegate is required to attend any work related industrial tribunal proceedings.

Nothing in this clause requires the election of a delegate at the workplace of the Company.

28. CONSULATION CLAUSE

- a) This term applies if:
- i) the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - ii) the change is likely to have a significant effect on employees of the enterprise.
- b) The Company must notify the relevant employees of the decision to introduce the major change.
- c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- d) If:
- i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - ii) the employee or employees advise the Company of the identity of the representative; the Company must recognise the representative.
- e) As soon as practicable after making its decision, the Company must:
- i) Discuss with the relevant employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the employees; and
 - measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - ii) For the purposes of the discussion — provide, in writing, to the relevant employees:
 - all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the employees; and
 - any other matters likely to affect the employees.
- f) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- g) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- h) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in sub clauses (2), (3) and (5) are taken not to apply.
- i) In this term, a major change is **likely to have a significant effect on employees** if it results in:
 - i) the termination of the employment of employees; or
 - ii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - iii) the alteration of hours of work; or
 - iv) the need to retrain employees; or
 - v) the need to relocate employees to another workplace; or
- vi) the restructuring of jobs.
- j) In this term, **relevant employees** means the employees who may be affected by the major change

Changes to regular rosters or hours of work: -

- k) For a change to the employee's regular roster or ordinary hours of work, the Company is required to:
 - i) Provide information to the employees about the change; and
 - ii) Invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and
 - iii) Consider any views given by the employees about the impact of the change

29. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- a) The company may agree with an individual employee covered by this agreement to vary the effect of clauses of this agreement from time to time to meet the genuine needs of the company and employee
- b) Where the company wants to enter into a variation agreement with an individual employee, it must provide a written proposal to the employee. Where the employee's understanding in written English is limited, the company must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- c) Provided, however, that the company must ensure that any variation agreement is genuinely agreed to by the company and the employee and that it results in the employee being better off overall than they would have been without the agreement.
- d) The Company must also ensure that any such variation agreement is:
 - i. In writing (including details of the terms that will be varied, how the arrangement will vary the effect of the terms, how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences)
 - ii. Signed by the parties, and if the employee is under 18, by a parent or guardian of the employee;
 - iii. Provided to the employees within 14 days after it is agreed to;

- iv. Able to be terminated by either party given written notice of not more than 28 days, or at any time by both parties agreeing in writing.
 - e) Upon request, the company must provide copies of all flexibility arrangements made under this clause to the bargaining representative only after the employee has agreed to the release of such documentation.
 - f) The clause of the agreement that is subject to flexibility arrangement is
 - In which Parental / Annual Leave is utilized.
 - g) The Company must ensure that the terms of the individual flexibility arrangement:
 - i) Are about permitted matters under section 172 of the Fair Work Act 2009; and
 - ii) Are not unlawful terms under section 194 of the Fair Work Act; and
- Result in the employee being better off overall than the employee would be if no such arrangement was made.

30. COUNSELLING AND DISCIPLINARY PROCEDURES

The Company recognises the importance of clear and well understood counselling and disciplinary procedures. Attached hereto as Appendix E of this agreement are the procedures adopted by the Company and agreed with the workforce.

31. APPRECIATION OF DOMESTIC/FAMILY VIOLENCE

The Parties to the Agreement recognise domestic/family violence is a prevalent issue in the community. Any employee who is experiencing domestic violence can raise the issue with their manager, or trusted work colleague or Human Resources and the matter will be treated sympathetically and confidentially.

Employees are encouraged to talk to their manager if they are experiencing any form of domestic violence. They will be able to access the company's Employee Assistance Program.

Vesuvius has and will continue to support and provide assistance with any type of family or domestic violence related matter on a case by case basis.

32. ENDORSMENT OF AGREEMENT

The parties recognise that each has a responsibility to ensure the successful operation of this agreement. The signatures below testify the fact that the agreement has been endorsed at peak Company, union and employee levels.

For the Company

Signatory Name: **Vito Di Donato**

Signatory Address: 40 - 46 Gloucester Boulevard, Port Kembla NSW 2505

Basis of signatory's authority to sign the agreement: **HR Director – Aust/NZ, Vesuvius Australia Pty Ltd**

Signature: _____ Date: _____

For the Employees

Construction, Forestry, Mining and Energy Union as a union bargaining representative

Signatory Name: _____

Signatory Address: _____

Basis of signatory's authority to sign the agreement: _____

Signature: _____ Date: _____

For the Employees

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union as a union bargaining representative

Signatory Name: _____

Signatory Address: _____

Basis of signatory's authority to sign the agreement: _____

Signature: _____ Date: _____

APPENDIX A – RATES OF PAY

Rates of Pay

Pay increases shall be 4% per year for 3 years.

These are to be implemented in conjunction with the definitions of classifications as contained within the Award.

Operations

The increases will be effective from the first full pay period on or after 1 January 2024 and for each and subsequent year over the nominal term of this agreement.

	Current	01.01.2024	01.01.2025	01.01.2026
	01.01.2023	4%	4%	4%
Leading Hand	\$41.91	\$43.59	\$45.33	\$47.14
Senior Operator	\$39.41	\$40.99	\$42.63	\$44.33
Operator Level 1	\$36.93	\$38.41	\$39.94	\$41.54
Operator Level 2	\$35.34	\$36.75	\$38.22	\$39.75
New Entrant Level	\$26.50	\$27.56	\$28.66	\$29.81

All other allowances will be as per Award.

Maintenance

The increases will be effective from the first full pay period on or after 1 January 2024 and for each and subsequent year over the nominal term of this agreement.

	Current	01.01.2024	01.01.2025	01.01.2026
	01.01.2023	4%	4%	4%
Electrical Level Electrical Engineer	\$62.00	\$64.48	\$67.06	\$69.74
Electrical Level 4 Electrical Special Class	\$57.22	\$59.51	\$61.89	\$64.36
Electrical Level 3 Tradesman 2	\$53.98	\$56.14	\$58.38	\$60.72
Electrical Level 2 Tradesman 1	\$50.74	\$52.77	\$54.88	\$57.08
Electrical Level 1 Basic	\$47.50	\$49.40	\$51.38	\$53.43

	Current	01.01.2024	01.01.2025	01.01.2026
	01.01.2023	4%	4%	4%
Mechanical Level 5 Mechanical Engineer	\$56.00	\$58.24	\$60.57	\$62.99
Mechanical Level 4 Mechanical Special Class	\$52.60	\$54.70	\$56.89	\$59.17
Mechanical Level 5 Tradesman 2	\$48.89	\$50.85	\$52.88	\$54.99
Mechanical Level 4 Tradesman 1	\$46.20	\$48.05	\$49.97	\$51.97
Mechanical Level 1 Basic	\$43.50	\$45.24	\$47.05	\$48.93

Laboratory

The increases will be effective from the first full pay period on or after 1 January 2024 and for each and subsequent year over the nominal term of this agreement.

	Current	01.01.2024	01.01.2025	01.01.2026
	01.01.2023	4%	4%	4%
Lab Operator Level 2	\$32.00	\$33.28	\$34.61	\$36.00
Lab Operator Level 1	\$28.50	\$29.64	\$30.83	\$32.06
Lab Operator Entry Level	\$26.50	\$27.56	\$28.66	\$29.81

APPENDIX B - CLASSIFICATIONS

New Entrant

A New Entrant Operations employee is an employee with no industry experience, a minimum probation period of six (6) months will apply before any advancement or promotion to a higher level position. He/she will undertake tasks and duties as directed under the supervision of Higher Level Operators.

A New Entrant Tradesperson employee is an employee with trade qualifications and industry experience, a minimum probation period of six (6) months will apply before any advancement or promotion to a higher level position. He/she will undertake tasks and duties as directed under the supervision of Higher Level Operators.

Progression:

To Tradesperson Level 2 for Tradesperson and Operator Level 2 for Operations employee subject to successful completion of probation, selection criteria and successful achievement of the goals and objectives outlined in this agreement.

Operator Level 2

Reports to: Leading Hand/Supervisors and Senior Operator/s

Basic functions:

Working under the directions of the Leading Hand or Supervisor and carries out any duties or tasks as they may direct, operates production plant and equipment in a safe efficient manner.

Duties:

Capable of operating processes, operates mobile and material handling equipment (including robotic) on a regular rotating basis. Operates plant and equipment in a safe manner in line with all the applicable quality procedures.

Base Skills Required:

- Apply basic process and statistical control procedures
- Assist Operators on different production line operations as required
- Apply quality control and assurance procedure
- Possess keyboard skills for manipulation of data
- Record production and quality data
- Possess Level 3 skills and knowledge
- Reports any faults or production delays to leading Hand
- Maintains a safe clean and tidy work environment
- To assist all employees in their duties and meeting goals

General

Be responsible for the identification of problems; recommend solutions and actions in conjunction with managers and supervisors. For the prevention of problems or faults All these actions must be reported in a Corrective Action Report (CAR) form in accordance with the procedure on Corrective Action (VA-S-14)

Authorised to control of further processing of nonconforming product until the deficiency or unsatisfactory condition has been corrected. This must be discussed with your Manager/

Supervisor before the control is implemented. However, disposition of non-conformed product will be carried out in accordance with the Procedure on Control of Non-Conforming Product (VA-S-13)

Liaisons

Liaises with other shift Operators and employees

Takes guidance and directions from higher level production Operators

Progression

Senior Operator depending on position availability must possess level 1 & 2 skills and knowledge, the selection criteria and successful achievement of the objectives and goals as outlined in this agreement.

Operator Level 1

Reports to: Leading Hand/Supervisor, Senior Operator/s and Operations Manager

Basic Functions:

Working as an acting Senior Operator in charge of his/her production line, under the direction of other Leading Hands or Supervisors and carries out duties or tasks as they may direct, operates production plant and equipment in a safe efficient manner.

Duties

In addition to the requirements as outlined in duties and base skills Operator Level 2, he/she will be a specialist in understanding and responsibility for inspection, testing, recording, measuring and documenting process or product quality; and or capable of operating complex integrated processing systems.

Base Skills Required

- Apply a process statistical control techniques
- Be responsible for maintaining and improving process and quality systems
- Monitor the quality of work of others
- Possess good written and communication skills
- Possess keyboard skills for statistical analyses and spread-sheeting

General

Same as required in definition Operator Level 2.

Liaisons

Same as required in definition Operator Level 2.

Progression

Same as required in definition Operator Level 2.

Senior Operator

Reports to: Leading Hand / Supervisor or Operations Manager

Basic Functions

Possesses a relevant formal qualification or have equivalent in-house training, is responsible for total process quality under the direction of the Operations Manager. Carry out duties or tasks as directed and operate plant and production equipment in a safe and efficient manner.

Duties

As a team leader possess good oral and communication skills, help develop processes and implement all applicable quality systems and procedures.

- Operates complex testing equipment and makes detailed analyses
- Be responsible for developing process and quality systems
- Exercise discretion in relation to process quality
- Undertake basic production planning
- Have advanced keyboard skills
- To ensure the safety and safe work systems of those working in his assigned production area
- Provide location of duties to Operators
- Advise Operations Manager of safety issues or maintenance requirements
- Advise Operations Manager of any production delays
- With the Operations Manager discuss ways to improve plant and manpower efficiency and safety
- To ensure proper time keeping of Operators under his supervision
- Monitor the quality of the work of others
- Ensure a safe and clean work environment

General

Make decisions according to the position objectives.

Is authorised to control further processing of non-conforming product until the deficiency or unsatisfactory condition has been corrected. This must be discussed with the Manager/Supervisor before the control is implemented. However disposition of non-conformed product will be carried out in accordance with the Procedure on Control Product (CPS-13).

Liaisons

- Operations Manager
- Leading Hands and Supervisors
- Technical Assistants and other Operators.

Progression

Leading Hand depending on position availability must possess skills and knowledge of Operator Level 1, selection criteria and successful achievement of the objectives outlined in this agreement.

Leading Hand

Reports to: Operations Manager

Basic Function:

Undertake duties as delegated by the Operations Manager, ensure the safe and efficient operation of the plant and equipment in the production and manufacturing processes under his/her care.

Duties

As Leading Hand being in charge will direct employees in their day to day tasks, ensure production follows all the applicable quality system work procedure as well as:

- Ensure the safety and safe working conditions of those working in his/her assigned production area (SIO's, Safety Audits, Safety Interactions leader)
- Allocate duties to the Operators
- Advise the Operations Manager of any safety, maintenance issues or production delays.
- Assist in day to day planning, Supervising, organising and controlling the use of resources in the production process in the most effective way
- Undertake structured training
- Responsible for maintaining procedures
- Motivate staff promoting co-operation , good clear communication and understanding

General

Communicate information to other employees which is relevant to the effective utilisation of resources and an efficient operation of the Company. Carry out such duties as the Operations Manager may direct him/her from time to time and any other tasks as directed.

Liaisons

Liaises with:

- Operators
- Operations Managers
- Production Supervisors
- Technical Assistants

Tradespersons Level 2

Reports to: Tradesperson Level 3 and or Operations Manager.

Basic Function

Under the direction of the Tradesperson Level 3 maintains all plant and equipment in a safe and efficient manner.

Duties

Be responsible for the identification of problems and authorised to recommend solutions and initiate actions, in conjunction with the Operations Manager.

Include but not limited: to weld, install, repair, wire, modify and maintain all production plant and equipment as required and:

- Maintain the plant and equipment in line with quality work procedures and maintenance schedules.
- Report any safety problems or issues immediately to the Operations Manager
- Report any maintenance delays or problems to the Operations Manager
- Help develop plant and equipment continually trying to improve safety and efficiency
- Work inside the quality work procedures under the direction of the Tradesperson Level 3
- Maintain a safe clean work environment
- Assist all employees with meeting their objectives

Liaisons

- Operations Manager
- Tradesperson Level 3
- Fitter Electrician
- Production Supervisor/s
- Leading Hands
- Senior Operators
- Operators
- Suppliers of spare parts and equipment

Tradesperson Level 3

Reports To: Operations Manager

Basic Function

Under instruction from the Operations Manager maintains plant and equipment in a safe and efficient manner. ensures the smooth operation of production lines minimising potential breakdowns. Be responsible for the day to day supervision of the mechanical trades staff. Carry out any task as instructed by the Operations Manager.

Duties

To be responsible for the identification of problems and authorised to recommend solutions and initiate actions, in conjunction with the Operations Manager to prevent the reoccurrence of the problems. All these must be recorded in a Corrective Action Report (CAR) form in accordance with the procedure on corrective Action.

- Maintain plant and equipment in line with quality work procedures
- Report any safety issues immediately to Operations Manager
- Report any maintenance delays or problems to Operations Manager
- Help develop plant and equipment continually trying to improve safety and efficiency
- Maintain a safe and clean work environment
- Motivate staff promoting co-operation ,communication and understanding
- Assist employees to reach their objectives

General

Work inside the quality work procedures under the direction of the Operations Manager. Will be responsible for the implementation of the following procedures related to maintenance.

Liaisons

- Operations Manager
- Fitter Electrician
- Fitter
- Production Supervisor
- Tradesperson Level 3
- Senior Operators and Operators.

External

- Suppliers of spare parts and equipment, engineering project supervisors, industrial consultants, experts in maintenance and repair area.

Lab Assistant//Operator

Reports To: Technical Manager

Basic Function

The Laboratory Assistant//Operator will support the business conducting all laboratory and allied operations tasks with nominated quality tests and associated QC/QA and product development activities with the aim to ensure compliance with the quality system, our customer requirements and to report on any day-to-day quality problems.

Duties

Test raw material, in process material and finished products at the appropriate rate in line with VESUVIUS specifications.

Maintain quality acceptance to the standards prescribed quality system for all processed materials or finished products and raw materials in accordance with quality specifications

Liaise with Technical Manager if test results or test certificates fall outside the specified acceptance criteria or specifications.

Advise Operations Department when raw materials, process materials or finished products are available for use or dispatch.

Ensure that laboratory and test equipment is kept in an operational neat, clean, and safe condition.

Being responsible for the identification of problems and authorised to recommend solutions and initiate actions.

Liaise with Sales and Production Department on customer corrective actions and liaise with Operations on raw material and manufacturing quality problems.

Mian Interactions

- Technical Manager
- Lab Technician
- Operations Manager
- Commercial Sales Manager
- M&T Director
- Operators
- HSEQ Manager
- Senior Application Engineer

APPENDIX C – PRODUCTIVITY BONUS

Productivity Bonus

The following Productivity Bonus calculated to the end of each month and paid in addition to the rates outlined in Appendix A of this agreement. The parties agree that during the term of this agreement, the productivity bonus will be reviewed and possible amendments to the bonus will be further discussed until such time that an agreement to vary the current productivity bonus is reached, the productivity bonus as contained in Appendix C of this agreement will continue to apply.

Batch Plant	Target minimum 3.8 mixes per hours x 8 hour shift = 30.4 mixes per day. 150kg/250kg/290kg bulk bags = 10 bags per hour (approx. 2.5 mixes per hour). For every mix in excess of the target minimum of 3.8 mixes per hour, a bonus payment of \$23.46 per mix shall be paid.
Taphole Clay	Target minimum 14 mixes over 2 x 10 hour shifts = 0.7 mixes per hour. For every mix in excess of minimum 14 mixes over 2 x 10 hour shifts \$78.17 per mix shall be paid.
Plastics	Target minimum 1 mix per hour, 0.6 per hour if in buckets over 8 hour shift. 8 mixes per day. For every mix in excess of 8 mixes per day \$46.89 per mix shall be paid
Mortar	Target 1 mix per hour = 8 minimum mixes per 8 hour shift, 0.6 per hour if Tufset 451. For every mixes in excess of 8 mixes per day \$46.89 per mix shall be paid.
Slabs	Target 13 slabs per 8 hour shift with strictly a 3 man crew only. For every slab cast in excess of 13 slabs cast per day, \$31.26 per slab shall be paid.

Unders are to be taken out of the equations.

These Productivity Bonus rates shall increase a further 4% per year from the 01.01.2024, followed by 4% per year in January for the nominal term of this agreement.

(Please note the above rates are as of 01 January 2023).

APPENDIX D - APPRENTICES

Apprentices

Definitions

“Indentured Apprentice” - means an employee who is serving a period of training with an Indenture of Apprenticeship for the purpose of rendering them fit to be a qualified worker in a trade.

Apprentices will be paid the following percentages of Operator Level 2 as outlined in appendix A of this Agreement:

1 st Year	42%
2 nd Year	55%
3 rd Year	75%
4 th Year	88%

“Adult Apprentice” - means an employee engaged as an apprentice who at the time of the apprenticeship is 21 years of age or more. Adult apprentices shall be paid as Operator Level 2 as outlined in appendix A of this agreement.

All apprentices shall be entitled to all the benefits and allowances contained both within this agreement and within the Award as defined.

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APPENDIX E – COUNSELLING & DISCIPLINARY PROCEDURES

Counselling and Disciplinary Procedures

This procedure applies to all employees after the conclusion of their probationary period. The procedure will apply generally where formal counselling and disciplinary action is necessary.

In addition, the Company may issue a disciplinary sanction outside of this procedure, to address issues of poor performance or misconduct.

Performance / General Misconduct

In the event that an employee fails to perform satisfactorily or engages in misconduct, the following procedure will be applied. An employee may elect at any step to have a union delegate / representative or union organiser present.

Step 1 – First Written warning

The Company will have a discussion with the employee where it will advise the employee of the performance / misconduct issues it has identified. The employee will be provided the opportunity to respond.

If appropriate, the Company will issue a first written warning detailing:

- the issues of concern;
- the standards of improvement required
- the policies and procedures which apply to the performance issue

Step 2 – Second Written Warning

If the employee fails to meet the standards of performance in accordance with Step 1, the Company will have a further discussion with the employee where it will advise the employee of the performance / misconduct issues it has identified. The employee will be provided the opportunity to respond.

If appropriate, the Company will issue a second written warning detailing:

- the issues of concern;
- the standards of improvement required

Step 3 – Final Written Warning

If the employee fails to meet the standards of performance in accordance with Step 2, the Company will have a further discussion with the employee where it will advise the employee of the ongoing performance concern. The employee will be provided the opportunity to respond.

If appropriate, the Company will issue a final written warning detailing:

- the issues of concern;
- the standards of improvement required;
- that the warning is a final written warning and that a failure to meet the standards of improvement may lead to dismissal

The employee will be requested to sign a copy of the written warnings referred to in Steps 1, 2 and 3 of this clause.

Step 4 – Termination

If the employee fails to meet agreed standards of improvement in accordance with Step 3 within a reasonable period of time, the Company will have a further discussion with the employee where it will advise the employee of the ongoing performance issue leading to termination. The employee will be provided the opportunity to respond.

If the Company deems that termination is appropriate, they will issue a written notice confirming the reasons for the termination.

Serious and Wilful Misconduct

In the case of serious and wilful misconduct (e.g. theft, assault etc) the Company will:

- (a) have a discussion with the employee where it will advise the employee the alleged serious and wilful misconduct. The employee can have a union delegate/representative or union organiser in present and will be provided the opportunity to respond.
- (b) the Company will then consider suspending the employee or terminating the employee's employment.

APPENDIX F – WORKPLACE DRUG & ALCOHOL POLICY

Workplace Drug and Alcohol Policy

1. Aim

Vesuvius Australia Pty Ltd ('Vesuvius') is committed to providing a safe and healthy work environment, so far as is reasonably practicable in which all workers are treated fairly, with dignity and respect. The use of drugs and alcohol may impact on an individual's capacity to perform work safely, efficiently and with respect, thereby posing a risk to the health and safety of the individual and others at the workplace.

This Policy outlines Vesuvius's commitment to a safe workplace and is aimed at preventing, or minimising, any risk of injury or harm to the health and safety of its workers, or others at the workplace, from the use of alcohol or drugs. It describes the standards of behaviour expected in relation to the use of drugs and alcohol, the responsibilities of Vesuvius, workers and others at the workplace, and the consequences of breaching the policy.

2. Commencement of the Policy

This Policy will commence on 1/04/2021. It replaces all other drug and alcohol policies (whether written or not).

3. Scope

3.1 This Policy applies to:

- a) all employees of Vesuvius (whether full-time, part-time or casual) and all persons performing work at the direction of, or on behalf of Vesuvius (for example contractors, subcontractors, agents, consultants, and temporary staff) (collectively referred to as 'workers');
- b) all of Vesuvius's workplaces and to other places where workers may be working or representing Vesuvius for example, when visiting a customer, client or supplier (collectively referred to as 'workplace'); and to
- c) all work-related functions, for example, work lunches, conferences, Christmas parties and client functions.

This Policy has been developed and implemented in consultation and co-operation with Vesuvius's workers and/or the work, health and safety representatives. It does not form part of any workplace participant's contract of service, or contract for service.

4. Definitions

The following are terms used in this Policy:

'drugs' — include illegal drugs, prescription or pharmacy drugs, or synthetic drugs as defined below.

'illegal drugs' — include:

- any drug prohibited by Australian State, Territory or Federal law or any other laws (including foreign and international laws) to which Vesuvius is subject or which apply to the work performed at or for Vesuvius;
- prescription or pharmacy drugs (as defined below) which are used without the necessary prescription, or for non-medical purposes;
- any synthetic drug (whether prohibited by law or not), being a psychoactive

herbal and/or chemical product which, when consumed, mimics the effects of a prohibited drug, for example synthetic cannabis (aka 'Kronic').

'management' — means Vesuvius's managers, supervisors, team leaders (whichever are relevant) and all employees with supervisory responsibilities.

'prescription drugs' — mean lawful drugs which are prescribed by a medical practitioner for a diagnosed medical purpose and issued by a pharmacist.

'pharmacy drugs' — mean drugs which are lawfully available at Australian pharmacies (without a prescription) and are required for a legitimate medical purpose.

'under the influence' — means that a person's faculties are impaired by the use of drugs or alcohol to the extent that the person is unfit to be entrusted with a duty they perform, or may be called on to perform, with efficiency and safety to themselves and others.

5. Responsibilities

5.1 Workers' responsibilities

- a) All workers must:
- comply with this Policy;
 - observe all directions from Vesuvius regarding this policy;
 - recognise that performance of duties could be affected by alcohol or drugs; and
 - immediately notify management if they are aware of any breach of this policy by another worker. Subject to any disclosures required by law, any notifications received by management will be treated confidentially. Failure to report any breach of this policy by another worker may itself constitute a breach of this policy.
- b) Except as set out in this Policy, workers must not:
- manufacture, possess, distribute, sell, purchase, use or consume illegal drugs in the workplace. Such conduct constitutes serious misconduct. It may also constitute a criminal offence, in which case Vesuvius may notify the police, or other appropriate government authority;
 - work while under the influence of drugs or alcohol, particularly where the worker's judgement and performance may be impaired by the drugs or alcohol;
 - attend work, commence or return to work while under the influence of alcohol and/or drugs;
 - consume alcohol and/or drugs during work, or at the workplace (note qualification for prescription and pharmacy drugs below).

5.2 Responsibilities of management

- a) Management is responsible for ensuring that this Policy is implemented in their area. This includes ensuring that:
- all workers are made aware and understand this Policy;

- risk assessments are undertaken on work tasks in consultation with workers and/or work health and safety representatives;
- the behavior of workers is observed to ensure adherence with the policy;
- any concerns or issues are addressed proactively and expediently to ensure the health and safety of all workers;
- support is provided to workers where appropriate; and
- any suspected breaches of this Policy are acted on promptly and in accordance with this Policy.

6. Some specific situations

6.1 Prescription and pharmacy drugs

- a) Where a worker is taking prescription or pharmacy drugs for medical purposes, the worker will not breach this policy by attending work, if the worker:
- takes the prescription and pharmacy drugs in accordance with the instructions of their medical practitioner and normal directions applying to the use of those drugs;
 - does not misuse or abuse the use of prescription or pharmacy drugs;
 - ensures they are able to perform their work effectively, competently and safely;
 - informs themselves of the impact of consumption of alcohol with prescription and pharmacy drugs and they limit consumption accordingly; and
 - checks with their medical practitioner or pharmacist about the effect of the drug on their ability to drive vehicles, operate machinery and safely perform their normal work duties. If a worker's ability to perform work competently, efficiently and safely is affected, the worker should obtain this advice in writing from the medical practitioner, or pharmacist, and provide it to their manager or supervisor as soon as possible and before undertaking their work.
- b) If Vesuvius suspects that the workers ability to safely perform work is affected, Vesuvius may take steps to address the issue in accordance with this Policy.

6.2 Consumption of alcohol — workers' responsibilities

- a) Vesuvius recognises that at some work-related functions responsible consumption of alcohol is allowed, for example, at a staff function, Christmas party or customer function. Workers must not consume alcohol in the workplace or at work-related functions unless specifically authorised by Management to do so.
- b) In these circumstances, the following restrictions apply at all work-related functions:
- workers must consume alcohol responsibly;
 - workers must not become drunk. As set out above, it is a condition of waiving the prohibition on alcohol that workers consume alcohol responsibly. Inebriation does not diminish a worker's responsibility for

misconduct;

- workers must always uphold an appropriate standard of behavior, consistent with Vesuvius's codes of conduct and workplace policies;
 - the restrictions set out below in relation to Vesuvius vehicles and machinery continue to apply; and
 - workers must ensure a safe means of transport from such functions. Workers must not drive any vehicle if they are over the legal blood alcohol limit for driving. Workers who do not have a safe means of transport should advise management so that such transport may be arranged.
- c) If a worker is required to return to work, or continue working after the function, and the consumption of alcohol could adversely affect their ability to perform work effectively and safely, consumption of alcohol by those workers is not permitted.
- d) If a worker breaches this Policy at a work-related function and acts inappropriately, the worker may be subject to disciplinary action, and may not be permitted to consume any alcohol at future work-related functions.
- e) The prohibition relating to drugs will not be waived in any circumstances, except in relation to prescription and pharmacy drugs as set out in this Policy.

7. Consumption of alcohol — Vesuvius's responsibilities

When Vesuvius provides alcohol at a work-related function, it will do so responsibly, ensuring that:

- a) workers will be reminded of this Policy prior to the work-related function, where appropriate and practicable;
- b) food will be made available during the service of alcohol;
- c) light alcohol and non-alcoholic beverages will always be available;
- d) alcohol will not be provided to anyone under the age of 18 years;
- e) alcohol will not be provided to anyone who is drinking excessively, or is (or appears to be) intoxicated;
- f) alcohol service is supervised, whether held at the workplace or other locations, by a suitably qualified person, who holds a certificate in the responsible service of alcohol; and
- g) workers are reminded of the dangers of driving under the influence of alcohol and promote the use of alternative transport (eg taxis, public transport).

8. Driving Vesuvius vehicles and machinery

8.1 Alcohol and illegal drugs

- a) Vesuvius has a legal obligation to provide a safe and healthy working environment for its workers and others in the workplace, so far as is reasonably practicable. To ensure a safe environment, no machinery is to be operated or used by anyone who is under the influence of alcohol or used or consumed illegal drugs.
- b) Workers must comply with alcohol concentration limits applicable to particular duties they perform or may be called on to perform.

- c) Vesuvius will not accept liability for any damage to a Vesuvius vehicle, an injury to another person, or damage to other property caused by a worker's use of a Vesuvius vehicle while intoxicated from alcohol or illegal drugs. The worker will be personally liable in such circumstances.

8.2 Prescription and pharmacy drugs

- a) Where a worker is taking prescription or pharmacy drugs that contain a warning that the person should not drive a vehicle or operate machinery, then that worker must not drive a Vesuvius vehicle or any vehicle or operate machinery unless contrary specific medical advice is obtained and confirmed in writing, from the worker's medical practitioner.
- b) If a worker is taking prescription or pharmacy drugs and feels that their ability to safely drive a vehicle or operate machinery is affected, the worker must not drive a Vesuvius vehicle, or any vehicle, or operate machinery and must notify their manager or supervisor immediately.

8.3 Smoking

- a) Smoking is not permitted at any of Vesuvius's workplaces, except in specifically designated areas.

Vesuvius's designated areas are as follows:

- Outside the premises and only during permitted break times (refer to your specific site location rules).

9. **What will Vesuvius do if it suspects a worker is affected by drugs or alcohol?**

If Vesuvius suspects, on reasonable grounds, that a worker is under the influence of drugs or alcohol in breach of this policy, Vesuvius will take steps to address the issue. Reasonable grounds may include (but are not limited to) where the worker:

- a) is unable to coordinate their actions;
- b) has red or bloodshot eyes, or dilated pupils;
- c) smells of alcohol;
- d) acts contrary to their normal behaviour;
- e) exceeds alcohol concentration limits applicable to the task they perform or may be called on to perform;
- f) is not behaving in a professional and competent manner and in accordance with Vesuvius standards; or
- g) otherwise appears to be impaired or affected by drugs or alcohol.

9.2 In such circumstances, Vesuvius may take the following actions (but is not limited to these actions):

- a) Direct the worker to go home. Suitable arrangements for safe transport will be made by the relevant manager; or
- b) Direct the worker to attend a medical examination to determine whether the worker is fit to perform their duties effectively and safely. The medical examination may include a drug and/or alcohol test, such as a breath test, blood test, or oral swab. In relation to prescription or pharmacy drugs, Vesuvius may require evidence as part of the medical examination about the

effects and proper use of the drug. The worker may be directed to go home following the medical examination.

- c) If the worker refuses to attend a medical examination, they will be directed to go home. Refusal to attend a medical examination, refusal to go home, or providing false information constitutes a breach of this policy and may result in disciplinary action being taken against the worker, including action as set out below under 'Breach of Policy'.
- d) Where a worker is sent home, or required to attend a medical examination, the worker must report to Management (or as directed) on the next working day, or as soon as possible once the worker is no longer under the influence of drugs or alcohol. Vesuvius will deal with the issue as set out below under 'Breach of Policy'. Failure to report constitutes a breach of this Policy.

10. What will Vesuvius do if it finds drug or alcohol at the Vesuvius's workplace?

10.1 If Vesuvius finds drugs or alcohol at the workplace in breach of this policy, Vesuvius may take the following action, which includes, but is not limited to:

- a) investigate the matter in order to attempt to determine who is responsible, including by conducting searches, as set out in this Policy;
- b) require some, or all workers, to undergo a medical examination in order to test for the presence of drugs or alcohol in their system.

10.2 Workers are required to co-operate in any investigation. Failure to co-operate, or providing false information in an investigation, constitutes a breach of this Policy and may result in action as set out below under 'Breach of this Policy'.

10.3 *Insert clause about assistance and counselling to the CFMEU provider*

11. What will Vesuvius do if it suspects a worker has drugs or alcohol in their possession at work?

If Vesuvius reasonably suspects that a worker has drugs or alcohol in their possession at work, Vesuvius may take the following action, which includes but is not limited to:

- a) investigate the matter to attempt to determine whether the worker does have such drugs or alcohol in their possession;
- b) request the worker to open their locker, bag, or vehicle or to empty their pockets or jacket for the purpose of locating any drugs or alcohol.

Workers are expected to permit such inspection and co-operate with Vesuvius's investigation. Failure to co-operate, or providing false information in an investigation, may result in action being taken against the worker, as set out below under 'Breach of this policy'.

12. When will Vesuvius conduct drug and alcohol testing?

Dictionary

12.1 The following definitions will apply to this part:

'Alcohol screen test' — means any analytical procedure or test which is carried out on a worker to determine the presence and/or the concentration alcohol (including but not limited to a breath test, , oral swab and blood test). These procedures are not limited to those which presently exist. As new technology is developed these may also be used for alcohol testing purposes.

'Authorised Officer' — means a suitably trained, qualified and authorised person from an independent testing agency or a suitably trained, qualified and authorised person appointed by Vesuvius for the purposes of undertaking or arranging an alcohol screen test and/or drug screen test.

'Confirmatory test' — means any analytical procedure or test which is undertaken subsequent to a first alcohol screen test or drug screen test, which is used to verify the presence of drugs or alcohol. This may include, but is not limited to the following:

- a test applied to any oral swab taken from a worker;
- a second breath test;
- analysis of a worker's blood.

'Drug screen test' — means any analytical procedure or test which is carried out on a worker to determine the presence and/or the concentration of any drug (including but not limited to a breath test, oral swab and blood test). These procedures are not limited to those which presently exist. As new technology is developed this may also be used for drug testing purposes

12.2 Drug and alcohol testing

Vesuvius may require workers to undergo testing for the presence of drugs or alcohol in the following circumstances, with or without, prior notice:

a) Causal based

- (i) if Vesuvius suspects, on reasonable grounds, that a worker is under the influence of drugs or alcohol in breach of this Policy;
- (ii) upon finding evidence that a worker has used, possessed, sold, purchased, solicited or transferred drugs whilst in the workplace or while on Vesuvius property;
- (iii) where Vesuvius finds drugs or alcohol in the workplace in breach of this Policy;
- (iv) upon receipt of a report of drug or alcohol use, provided by a reliable and credible source and confirmed by investigation, in breach of this Policy;
- (v) upon obtaining evidence that a worker has interfered with, tampered with, falsified or destroyed an alcohol screen test or drug screen test;
- (vi) where a worker has previously received a positive alcohol screen test or drug screen test and has refused to undergo a confirmatory test, he/she shall be required to undergo subsequent testing;
- (vii) where a worker has previously received a confirmatory test result confirming the use of illegal drugs or alcohol in breach of this Policy, he/she shall be required to undergo subsequent testing;
- (viii) where a worker notifies Vesuvius that he/she has a drug or alcohol problem;
- (ix) where a worker is taking prescription or pharmacy drugs which may affect their ability to perform the duties and responsibilities of their position in an efficient, competent and safe manner, without risk to the health, welfare or safety of the worker, or others in the workplace.

b) Targeted testing

Where the worker holds a position in Vesuvius in which the use of drugs or alcohol by that worker in carrying out the duties and responsibilities of that position would pose a significant risk to the health, welfare or safety of that worker or others in the workplace.

c) Post incident or near-miss

Where the investigation of an incident or near-miss determines that the worker's actions may have been impaired due to the use of drugs or alcohol, or the worker was under the influence of drugs or alcohol.

d) Random testing

When a worker, or group of workers are randomly selected by Vesuvius or an authorised officer to undergo a drug screen test and/or alcohol screen test.

A worker who is required to undertake a drug screen test and/or alcohol screen test will be requested to sign a consent form before taking a drug screen test and/or alcohol screen test.

All information obtained through the above testing is covered by Australian privacy laws and Vesuvius's privacy policy. Vesuvius will not use this information other than for the purposes for which it is collected. The purposes of such monitoring and examination are to ensure the productivity, health and safety of personnel, to apply this policy, and for disciplinary purposes.

A refusal to undergo a drug screen test and/or alcohol screen test or providing false information, constitutes a breach of this Policy and may result in action being taken against the worker, including action as set out below under 'Breach of this Policy'.

Independent Accredited Drug & Alcohol Testing Providers:

- Injury & Occupational Health (IOH) – 32 Swan Street, Wollongong 42107200
- Integrity Sampling Drug and Alcohol Management - 1300 725 482 (After Hours)

13. Breach of this Policy

13.1 Workers must comply with this Policy at all times.

13.2 If an employee is found to have breached this Policy, they may be subjected to disciplinary action. The type and severity of the disciplinary action will depend upon the circumstances of the case and the seriousness of the breach. In serious cases, this may include termination of employment. However, prior to any disciplinary action being taken, the effected employee will be offered to seek assistance from Foundation House, CIDAF www.foundationhouse.net.au/home/cidaf/

13.3 Examples of disciplinary action that may be taken include (but are not limited to):

- performance counselling;
- a formal warning;
- suspension;
- demotion;
- termination of employment;
- referral to an Employee Assistance Program ('EAP') and/or some other

referral source, for counselling, treatment or rehabilitation for drug or alcohol dependency.

- 13.4 Agents or contractors (including temporary contractors) of Vesuvius who are found to have breached this Policy may have their contracts with Vesuvius terminated, or not renewed.
- 13.5 In circumstances where a worker's behaviour or conduct may involve a breach of any Australian law, Vesuvius may notify the police or other relevant government authority.

14. Access to support services

If an employee notifies Vesuvius that they have a drug or alcohol problem, they will be encouraged to complete a rehabilitation programme or undergo counselling.

15. Education and training

- 15.1 Vesuvius will inform and conduct training or information sessions for all employees, relating to:

- a) this Policy, including but not limited to the consequences of breaching this Policy;
- b) the effects of alcohol and drug use (including prescription and pharmacy drugs) in the workplace;
- c) the risks to the health and safety of workers and others by the use of alcohol and drugs in the workplace; and
- d) the EAP (if applicable) and any other referral sources for counselling, treatment or rehabilitation, which are available to employees.

Where appropriate, Vesuvius will conduct induction sessions for agents, contractors and their respective employees when they undertake work for Vesuvius in the workplace. These induction sessions will cover:

- e) this Policy, including but not limited to the consequences of breaching this Policy;
- f) the effects of alcohol and drug use (including prescription and pharmacy drugs) in the workplace;
- g) the risks to the health and safety of workers by the use of alcohol and drugs in the workplace.

- 15.2 Employees will also undertake BTG Drug & Alcohol Impairment Training and Foundation Blue Suicide Awareness Training.

16. More information

If a worker is unsure about any matter covered by this Policy, they should seek the assistance of their Manager, HR or the BU Director – Aust/NZ.

APPENDIX G - MAINTENANCE CLASSIFICATION STRUCTURE

ELECTRICAL CLASSIFICATION STRUCTURE

LEVEL 1 (BASIC)

- Apprenticeship completed - Qualified supervisor
- Competent in fault finding
- Basic Fault finding with PLC's
- Competent understanding and marking up electrical drawings
- Can follow and coordinate work requests/work orders (MEX)
- Can prepare and follow, SWMS, Risk Assessments & High risk permits
- Working at heights training and EWP licence (Boom lift 11m & over)
- Confined space training
- Competent working safely in electrical switchboards and control panels

LEVEL 2 (TRADESMAN 1)

- Level 1 competency plus;
- Competent and familiar with all plant processes & equipment
- Post trade PLC training or experience and ability to make minor program changes
- Post trade HMI training or experience and ability to fault find
- Competent on loadcell/scale operation and calibration
- Good understanding of machine operator interfaces
- Understanding of gas burner/electrical relationship
- Competent with computers
- Basic understanding of mechanical processes
- Basic understanding of machine safety design
- Low voltage rescue training
- Basic welding and thermal cutting skills

LEVEL 3 (TRADESMAN 2)

- Level 2 competency plus;
- Advanced PLC training or equivalent experience
- Ability to modify HMI interfaces
- Robot training with ability to fault find
- Competent with variable speed drives and programming
- Training on gas burners
- Competent making PLC changes and writing simple programs
- Competent contacting suppliers and ordering parts
- Training on hydraulics/pneumatics (basic understanding)
- Basic understanding of plant networks and machine communications
- Ability to significantly modify electrical drawings and machine hardware
- Competent mentoring developing apprentices

LEVEL 4 (ELECTRICIAN SPECIAL CLASS)

- Level 3 competency plus;
- Good understanding of hydraulics and pneumatics
- Ability to create HMI projects from scratch
- Ability to create PLC projects from scratch

- Ability to draft CAD electrical drawings from scratch
- Competent with machine safety and electrical safety systems
- Competent making process improvements
- Good understanding of plant networks and machine communications
- Able to understand/edit complex PLC programs
- Ability to plan and manage electrical projects
- Ability to modify robot programs and patterns
- Hazardous Area Training

LEVEL 5 (ELECTRICAL ENGINEER)

- Level 4 competency plus;
- Completion of post trade Electrical Engineering Diploma/Degree
- Ability to compile Operator Training manuals
- Team Leader/HR skills or training
- Project management/ Maintenance scheduling
- Ability to design and program complex electrical automation systems
- Ability to design power distribution systems
- Competent mentoring developing tradesmen/interns
- Machine safety system design

MECHANICAL CLASSIFICATION STRUCTURE

LEVEL 1 (BASIC)

- Apprenticeship completed – Qualified Tradesman
- Competent in fault finding
- Competent in reading mechanical drawings
- Can follow, coordinate, close out work requests/work orders (MEX)
- Can prepare and follow, SWMS, Risk Assessments and High risk permits
- Working at heights training and EWP licence (Boom lift 11m & over)
- Confined space training
- Forklift ticket

LEVEL 2 (TRADESMAN 1)

- Level 1 competency plus;
- Competent and familiar with all plant process equipment
- Demonstrate basic welding and thermal cutting skills
- Completed or relevant experience in Hydraulics 1
- Completed or relevant experience in Pneumatics 1
- Basic skills with computers (sending emails, Microsoft suite)
- Dogging ticket

LEVEL 3 (TRADESMAN 2)

- Level 2 competency plus;
- Competent contacting suppliers and ordering parts
- Completed or relevant experience in Hydraulics 2
- Completed or relevant experience in Pneumatics 2
- Competent mentoring developing apprentices

LEVEL 4 (MECHANICAL SPECIAL CLASS)

- Level 3 competency plus;
- Dual trade qualified (Fitter/boilermaker)
- Basic PLC training
- Basic robotics/automation training
- Restricted electrical licence
- Basic skill in CAD drafting
- Competent in making process improvements

LEVEL 5 (MECHANICAL ENGINEER)

- Level 4 competency plus
- Completion of post trade Mechanical Engineering Diploma/Degree
- Competent in PLC fault finding and writing simple programs.
- Ability to compile Operator Training manuals
- Team Leader/HR skills or training
- Project management/ Maintenance scheduling
- Ability to design complex mechanical systems
- Competent mentoring developing tradesmen/interns