

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/188

TITLE: Roche Mining (JR) Pty Ltd New South Wales Construction and Maintenance Agreement 2005

I.R.C. NO: IRC5/2573

DATE APPROVED/COMMENCEMENT: 26 June 2005 / 26 May 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 12 August 2005

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Roche Mining (JR) Pty Ltd, located at Level 2, 349 Coronation Drive Milton, Queensland, 2064, engaged on maintenance, construction work, turnaround and shutdown activities and any other similar work covered by the classifications in the agreement, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award, Electrical, Electronic and Communications Contracting Industry (State) Award.

PARTIES: Roche Mining (JR) Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

ROCHE MINING (JR) PTY LTD NEW SOUTH WALES CONSTRUCTION AND MAINTENANCE AGREEMENT, 2005

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PART B

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1. Title

This Agreement shall be known as the Roche Mining (JR) Pty Ltd New South Wales Construction and Maintenance Agreement, 2005.

2. Objectives

The parties to this Agreement are committed to the following shared objectives:

To ensure customer satisfaction in the provision of reliable services.

Roche Mining (JR) is committed to the development and ongoing maintenance of employee skills. In support of our commitment, Roche Mining (JR) will as appropriate to the needs of its business, employ apprentices.

To ensure the competitiveness, productivity, efficiency and flexibility of the Company and its workforce.

To create a co-operative, safe and productive work environment.

To develop flexible, efficient and adaptable management and work practices.

To establish and develop an effective communication and consultation between the Company and our employees.

To implement and achieve the objectives of the company's and customers Quality Management and Environmental control and improvement Systems and Occupational Health and Safety procedures.

To improve job security.

To provide shareholders with a sound return on their investments.

To establish performance indicators so as to measure our performance.

3. Parties Bound

This Agreement shall be binding upon: Roche Mining (JR) Pty Ltd; and

All employees engaged in any of the occupations, industries or callings specified in the National Metal and Engineering (On Site) Construction Industry Award 2002

The Australian Manufacturing Workers' Union (NSW Branch); and

Electrical Trades Union of Australia (NSW Branch).

4. Application of Agreement

This Agreement applies to the Company in respect to all employees for work carried out in NSW who are engaged pursuant to the terms of this agreement and subject to the application of the following provisions.

- a) The scope of this agreement covers all metal and electrical trades employees of the Company engaged on maintenance, construction work, turnaround and shutdown activities and any other similar work that is covered by the classifications mentioned in this agreement.
- b) It is agreed that construction work as defined by the scope undertaken by Roche Mining (JR) Pty Ltd up to an individual project value of \$20 million will be covered by this Agreement. Growth in contract variations will not be taken into account in this valuation.
- c) Employees relocated to another site / project where there is an agreement or project award in place that provides for higher terms and employment conditions than those rates of pay and conditions covered in this agreement will be paid in accordance with the agreement applying to that work place.
- d) This agreement does not apply to employees employed at the Mt Thorley workshop except where employees are required to work on construction project sites which is work not normally undertaken by workshop employees.
- e) Employees normally employed at the Mt Thorley Workshop who are requested and accept work at construction projects which is work not normally undertaken by workshop employees will be paid in accordance with this agreement for period of time spent on the project site.

5. Date and Period of Operation

This Agreement shall come into operation from the date of certification and remain in force for a period of 3 years from the date of certification. The parties further agree to begin negotiation of a new agreement not less than 3 months prior to the expiry date of this agreement.

6. Relationship to Parent Award

This Agreement shall be read and interpreted wholly in conjunction with the National Metal and Engineering (On Site) Construction Industry Award 2002 and the National Electrical, Electronic and Communications Contracting Industry Award 1998 provided that where there is any inconsistency between this Agreement then this Agreement shall take precedence to the extent of any inconsistency.

7. No Extra Claims

The parties to the Agreement shall be bound by the terms of the Agreement for its duration.

The parties agree that there shall be no extra claims for any matter whether prescribed or not by this Agreement during the life of this agreement.

The parties further agree that they will not take any industrial action in support of any extra claims prior to the nominal expiry date of this agreement.

8. Conditions of Employment

It is a term and condition of employment and of the obligations and rights occurring under this Agreement, that an employee:

recognise the right of the Company to have an appropriate number and mix of classifications and skills during any hours of work and adhere to agreed start and finish times for all work periods; and

properly use and maintain all appropriate protective clothing, tools and equipment provided by the Company for specified circumstances; and

use any technology and perform any duties which are within the limits of the employee's skill, competence, qualifications and training; and

understand that termination of employment will be based on job requirements and skills and that the principle of "last on - first off" will not apply. It is the needs and service requirements of the Company, together with the efforts, skills and abilities of the employee which will be the determining factors regarding the retrenchment of employees and

maintain commitment to, and comply with the Company's directions (consistent with the objectives of the Agreement) with respect to, safety, quality, site cleanliness and waste management; and

provide and maintain an adequate kit of tools in accordance with Appendix A of this agreement; and

be committed to the objectives in Clause 2 of this Agreement and

be available ready and able to perform such work, including shift work, as the company shall reasonably require on the days and during the hours necessary for the company to fulfil its contractual obligations.

All new employees (other than casuals) will be engaged on the basis of a 3-month probationary period, which shall count as service. The Company reserves the right to terminate a probationary employee at any time during this 3 month period subject to a week's notice or payment in lieu thereof.

9. Casual Employment

A casual employee is one expressly engaged and paid accordingly. The parties to this agreement confirm their commitment to permanent employment but also recognise that there will be a requirement to employ casual labour in order to meet the operational requirements of the client and contract.

A casual employee shall not be entitled to any leave benefits contained in this agreement and / or parent award but shall receive in lieu a premium of 25% of the all purpose rate in accordance with this agreement.

A casual employee may be employed for a regular and consistent period of not more than six weeks thereafter they shall be employed on a permanent basis.

Termination of a casual employee shall require one day's notice by either party given at any time during the week or the payment or forfeiture of one day's pay as the case may be.

10. Hours of Work

- a) The parties agree that the current working arrangements for hours of work provisions including, but not limited to, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods may be altered during the life of this Agreement following consultation and agreement between the Company and the majority of affected personnel so as to provide greater flexibility and to meet project and/or shift work or operational requirements.
- b) The parameters for ordinary hours for the purpose of this agreement shall be an average of 38 hours per week and shall be between 6:00 AM and 6:00 PM on any or all of the days Monday to Friday. The ordinary hours of work shall be worked continuously except for meal breaks. Different methods of implementation of the hours of work may be applied to various groups or sections of employees by agreement.
- c) Subject to agreement, consideration will be given for the starting time to be 5:00 AM in the summer period.
- d) Staggered starting and finishing times may be introduced by agreement with employees at the site to help overcome any problems or potential delays. As a consequence, breaks taken during the course of the day shall also be staggered.
- e) Start and Finish Times - By agreement between the Company and the employees, the timing of morning tea and lunch time will be flexible, so that lost time in moving between the site sheds and the work face will be kept to a minimum.
- f) Overtime is the work performed in addition to or outside the ordinary hours. All employees are expected to work reasonable overtime to accommodate production and or client demand.
- g) An employee's weekly ordinary hours of work can consist of both day work and shift work, provided that the appropriate shift allowance is paid for any shift work in accordance with the "Award".
- h) The practice of "one in, all in" overtime shall not apply.
- i) A minimum of 10 hours rest period between each shift will apply. In the event that excessive travel time renders a period of 10 hours inadequate, having the potential to compromise the health and safety of employees the rest period may be extended by agreement with the employees affected. The decision will be made on a case-by-case basis.

11. Rostered Days Off

- a) Rostered Days off (RDO's) - The Company and the employees agree to increase flexibility with regard to the taking of RDO's. By agreement between the Company and employees affected, RDO's may be rescheduled or staggered over the work cycle.
- b) Records of each employee's RDO status will be kept by the employer and made available to the employee or his nominee upon request.
- c) Employees will be entitled to bank RDO's up to a maximum of 5 days in consultation between the company and its employees
- d) Accrued RDO's that have not been taken due to work requirements will be paid out at the termination of the employee's service. And not included in the employees period of notice

12. Absence from Work

An employee shall notify their supervisor/manager of their inability to attend work due to illness, incapacity or other valid reason as soon as possible. Where possible employees should notify their absence from work prior to shift start time and not later than 4 hours after the shift commences. The employee must also advise their supervisor/manager of the estimated length of the absence.

13. Wage Rate Schedule - (2005) Commencing 1/1/05

Classification	Relativity	Base Rate	Site Allowance	All Purpose Rate	38-hour Week
Level 1	87.4%	\$19.68	\$1.45	\$21.13	\$802.94
Level 2	92.4%	\$20.60	\$1.45	\$22.05	\$837.90
Level 3 Award C10	100%	\$22.25	\$1.45	\$23.70	\$900.60
Level 4	105%	\$23.36	\$1.45	\$ 24.81	\$942.78
Apprentices					
Year 1	42%	\$9.45	\$1.45	\$10.80	\$410.21
Year 2	55%	\$12.24	\$1.45	\$13.69	\$520.22
Year 3	75%	\$16.69	\$1.45	\$18.14	\$689.32
Year 4	88%	\$19.58	\$1.45	\$21.03	\$799.14

- a) Each employee’s wages shall be calculated from the all purpose rate of pay, which includes all the appropriate allowances, and special rates. No additional allowances, other than those specifically provided for in this Agreement, will apply.
- b) This agreement provides for a 2.5% increase in wages on the 1st of January and 1st of July each year for the life of the agreement. This increase is adjusted on the level 3 base rates with remaining relativities maintained in accordance with column 2 herein.

Definitions

Level 1 = Trade Assistant

Level 2 = Rigger/Scaffolder/Dogman/Crane Operator

Level 3 = Mechanical and Electrical tradesperson

Level 4 = Special Class/Advanced trades skills utilized/Supervisor

14. Superannuation

- a) The Company will pay superannuation contributions into an approved industry fund, such as STA in accordance with the Superannuation Guarantee legislation.
- b) All superannuation contributions will be paid monthly or,
- c) As required by the Trust Deed.

- d) Employees are able to salary sacrifice voluntary contributions to their superannuation fund.

15. Redundancy

The Company agrees to make redundancy contributions in respect of each Employee (excluding Apprentices, Trainees and Casual employees) Who are engaged upon construction work. These redundancy contributions will be paid into the Mechanical Electrical Redundancy Trust ('MERT'). The weekly contribution rate for each Employee (excluding Apprentices, Trainees and Casual employees) shall be:

From date of agreement, at the rate of	\$45.00 per week worked
From 1 January 2005 a rate of	\$50:00 per week worked
From 1 January 2006 a rate of	\$55:00 per week worked

The contribution shall be paid monthly into MERT, in accordance with the requirements of MERT Trust Deeds.

The above contributions are In lieu of the severance pay provisions as contained in the Award clause 4.4.1

16. Workers Compensation Top-Up & 24 Hour Income/Accident Protection Insurance

It is a condition of this Agreement that the Company will provide Top-Up/ 24 Hour Employee Workers Compensation Top up Insurance and 24 Hour Accident Insurance cover (to a maximum premium value per person of \$ 12.00 per week. Strictly in accordance with the Policy schedules held by the company.

17. Protective Apparel

As a condition of employment, employees shall:

- a) Wear protective footwear, safety glasses and where required, hearing protection. Wear and use other protective apparel and safety gear as instructed when it is issued to suit specific safety requirements.
- b) Wet weather and protective clothing will be provided to employees where it is required to be issued to maintain necessary ongoing productive work.
- c) The company will provide sun screen cream protection where required.
- d) Each employee will receive the following personal issue of protective apparel on commencement.
- e) In the case of a casual employee being supplied with the protective clothing, that employee shall not be entitled to a further issue within 12 months of the initial issue.

Weekly Hired Employees		Casual Employees	
Safety Boots	1 pair	Safety Boots	1 pair
Hard Hat	1 only	Hard Hat	1 only
Safety Glasses	1 pair	Safety Glasses	1 pair
Bluey Jacket	1 only	Overalls	1 pair
Overalls or Trousers	3 pair		
Shirts	3 only		

- a) Each employee will be responsible for the maintenance, care and cleaning of his or her personal protective apparel.
- b) The above-mentioned clothing and equipment shall be maintained by the employee. Where maintenance work is performed at coal operations, a clothes-washing service will be provided.
- c) Casual employees will be provided with a "bluey" jacket if they are engaged between 31 May and 30 September of any given year.

- d) The protective clothing identified in this agreement will be replaced on a fair wear and tear basis or when damaged.
- e) Where the company requires people to have their prescription lenses case hardened the employee shall be reimbursed for the cost of such case hardening

18. Relocation of Employees Between Workplaces

Where employees are required to be relocated from one work place or site to another due to work not being available, those employees affected will continue working at the nominated workplace or site and will continue to be paid in accordance with this agreement.

Employees will not reasonably refuse a request to relocate to another site or project.

This clause also refers to the relocation of employees due to operational, inclement weather, climatic, and site conditions.

Employees relocated to another site / project where there is an agreement in place that provides for higher terms and employment conditions than those rates of pay and conditions covered in this agreement will be paid in accordance with the agreement applying to that work place.

19. Payment of Wages

- a) Wages will be paid weekly by electronic funds transfer (EFT) into the employees nominate bank/s account
- b) The employee with the assistance of the company is responsible for the accurate and timely completion and provision of time sheets and production records.

20. Fares and Travelling Allowances

Fares and travelling allowance is included in the all purpose wage rate as shown in clause 12 of this agreement for travel to and from work sites within a 50 Km radius of an employees normal place of residence.

For travel to and from work sites beyond a 50 Km radius of an employees normal place of residence, employees will be paid their single time rate of pay (except on Sunday when it shall be paid at time and one half) in increments of 15 minutes for all time traveled beyond the first 50 Km's.

21. Picnic Day

In accordance with picnic day provisions, the Company shall require from an employee proof of picnic day attendance where applicable, ie AMWU/ETU picnic ticket presentation, before payment will be made for the day. A ticket purchased in relation to an alternative union picnic day is not sufficient for the purposes of payment.

22. Distant/Away Work

- a) Where an employee requests to be transferred to a distant site, location or another project, they shall not be entitled to living away allowances or travel expenses.
- b) Where an employee is specifically requested to transfer to a distant site or another project, they shall be entitled to living away allowances where the employee is unable to return to their normal place of residence.
- c) All arrangements regarding distant sites or relocation to other projects shall be formalised in writing and witnessed by another employee.

23. Dispute Resolution Procedure

In the event of a dispute or grievance arising in the workplace, the procedure to be followed to resolve the matter will be as follows:

The employee and his supervisor will confer on the matter in dispute.

If the matter is not resolved at such a meeting, the parties shall arrange for further discussions between the employee and his or her nominated representative with a more senior management representative.

If the matter is still not resolved, discussion shall take place between senior company management and the employees involved with their representative or officials of their respective union.

If the matter cannot be resolved, either party may refer the matter to the NSW Industrial Relations Commission for resolution.

While the parties attempt to resolve the matter, work will continue as normal.

24. Occupational Health and Safety

- a) The Company is committed to provide a safe and healthy working environment in which its employees can work. The emphasis of this commitment is on the identification of potential unsafe practices and the prevention of accidents and injury.
- b) Managers and supervisors have the responsibility at all times to ensure that safe working procedures are in place and observed and to assist in the rehabilitation of injured employees.
- c) Employees have the responsibility at all times to observe safe working procedures and to work in such a way that controls the risk of injury to themselves and other employees with whom they work.

No employee will be under the influence of either alcohol or illicit drugs during work hours including meal breaks.

All employees must be prepared to submit to random alcohol and drug tests in accordance with site/project and client practices and procedures.

- d) Smoking will not be allowed in any enclosed areas including any offices, crib huts or construction buildings and vehicles and designated areas.
- e) Any dispute arising out of Occupational Health and Safety issues will be dealt with in accordance with the disputes settlement procedures or, where relevant, State Legislation, statutory Regulations or Codes of Practice apply.
- f) It will only involve vacating those employees engaged in the work areas where there is an imminent risk to the employees' health and safety.
- g) It is agreed that the dispute settlement procedures will be followed and no industrial action, interruption to or dislocation of work shall occur.
- h) A conciliatory process will be conducted with the appropriate supervisor and safety coordinator and if necessary Workcover officers to rectify and resolve those issues raised and implement the corrective actions and procedures.
- i) The company's Drug and Alcohol Policy will be provided to all employees during engagement induction

25. Tools

- a) The parties agree that a necessary precondition for a productive and efficient workforce is to ensure that employees maintain and provide an adequate kit of tools shown in appendix "A".

- b) The tool list represents the minimum requirement, to allow each employee to carry out his or her duties in a productive and efficient manner.
- c) Tools shall be maintained by the employee and must be available at work at all times when required.
- d) A tool allowance is paid and is included in the wage rates for all tradespersons
- e) The company will provide compensation, where in the course of their duties, an employee's tools are stolen from a secured lockup , damaged, destroyed by fire, molten metal or through the use of corrosive substances. Provided that, the employer's liability shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties as contained in appendix "A".
- f) The company reserves the right to request a police report to support any claim for compensation for stolen tools.

26. Accredited Shop Steward

An employee elected as a delegate shall upon notification thereof to the company, be recognised as the accredited representative of the employees.

The delegate shall be afforded reasonable time necessary when prearranged with the company without loss of pay to attend to industrial and related matters affecting members that they represent.

As part of the recognition, delegates shall advise the company, at all times, prior to leaving their nominated work area on official union business and the likely duration of the absence.

Accredited delegates will be permitted the use of company telephones and fax machines for union business related to the company.

The delegates will be allowed a minimum of 5 days per annum paid time, to attend delegates training provided by an accredited provider. The timing of paid time off will be by agreement between the appropriate union and the site manager taking into account business needs. Approval will not be unreasonably withheld.

27. Signatories

Signed by: _____ Date: 24/3/2005

For and on behalf of Roche Mining Pty Ltd.

Signed by: _____ Date: 16/5/2005

For and on behalf of the AMWU (NSW Branch)

Signed by: _____ Date: 16.5.2005

For and on behalf of the Electrical Trades Union (NSW Branch)

APPENDIX A

Tool List

Mechanical Trades Including Apprentices

Description	Qty	Indicative Manufacturer	Fitter	BM
Allen Key Set Imperial	1	Unbrako	√	X
Allen Key Metric	1	Unbrako	√	X
Cold Chisel 25mm	1	Sidchrome	√	√
Hacksaw 300mm	1	Stanley	√	√
Lump Hammer	1	Stanley	√	√
Engineering Spirit Level 300mm	1	Stanley	√	X
Spirit Level 300mm	1	Stanley	√	√
Spirit Level 1000mm	1	Stanley	√	√
Chalk Line	1	Stanley	√	√
Measuring tape 8m	1	Stanley	√	√
Multi Grips	1	Sidchrome	√	√
Centre Punch	1	Sidchrome	√	√
Socket Set 4mm to 20mm	1	Sidchrome	√	X
Ring/Open End Spanner Set 3mm to20mm	1	Sidchrome	√	X
Shifting Spanner 150mm	1	Sidchrome	√	X
Shifting Spanner 300mm		Sidchrome	√	√
Combination Square	1	Stanley	√	√
Tap Wrench	1	P&N	√	X
Toolbox & Lock	1	Sidchrome	√	√
Torch	1	Dolphin	X	X
Vice Grips 150mm	1	Sidchrome	√	√
Vice Grips 300mm	1	Sidchrome	√	√
Rule Steel	1	Stanley	√	√
Bevel	1	Stanley	√	√