

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/184

TITLE: Pymont Raw Materials and Australian Workers Union Enterprise Bargaining Agreement

I.R.C. NO: 99/2334

DATE APPROVED/COMMENCEMENT: 20 May 1999

TERM: 1 June 2000

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Pymont Raw Materials and shall cover extensive material handling and associated works with the Northside Storage Tunnel Alliance Project or on - site at White Bay, Sydney

PARTIES: Pymont Raw Materials Pty Ltd -&- The Australian Workers' Union, New South Wales

Registered
Enterprise Agreement
Industrial Registrar

PYRMONT RAW MATERIALS

and

**AUSTRALIAN WORKERS
UNION**

ENTERPRISE BARGAINING

AGREEMENT



1. TITLE

This Enterprise Agreement shall be known as **PYRMONT RAW MATERIALS and AUSTRALIAN WORKERS UNION - ENTERPRISE BARGAINING AGREEMENT.**

2. ARRANGEMENT

Clause		Page No.
1.	TITLE	1
2.	ARRANGEMENT	1
3.	PRINCIPLES, SCOPE, AND APPLICATION OF AGREEMENT.....	3
4.	PERIOD OF OPERATION	3
5.	NATIONAL STANDARDS.....	4
6.	PARTIES BOUND.....	4
7.	NO EXTRA CLAIMS.....	4
8.	SUBCONTRACTING OF WORKS.....	4
9.	OBJECTIVES OF AGREEMENT.....	4
10.	COMMITMENTS.....	5
11.	INDUCTION	5
12.	OCCUPATIONAL HEALTH AND SAFETY	6
13.	DISPUTE SETTLEMENT PROCEDURE	6
14.	DEMARCATIION.....	7
15.	HOURS OF WORK.....	7
16.	SHIFT WORK	9
17.	SICK LEAVE.....	11
18.	CONTRACT OF EMPLOYMENT	12
19.	WAGE RATES AND ALLOWANCES – INCLUSIVE.....	12
20.	PAYMENT OF WAGES	14
21.	REDUNDANCY	14



22.	SUPERANNUATION	14
23.	ANCILLARY INSURANCE	14
24.	FARES	14
25.	PROTECTIVE CLOTHING	14
26.	SIGNATORIES	16
	SCHEDULE A – Further Increases	17

3. PRINCIPLES, SCOPE, AND APPLICATION OF AGREEMENT

The intent of this Agreement is to provide a set of wages rates and conditions of employment for employees employed on or at the Northside Storage Tunnel Alliance Project on or at White Bay Sydney engaged in the loading of crushed sandstone onto railway wagons.

3.1 Project Principles

To create a winning position for the parties and to produce exceptional results. Pymont Raw Materials, Employees and the Union commit to behaving in a manner consistent with the following principles:

- Use breakthroughs to achieve exceptional results in all project objectives;
- To provide continuous supply of operations so as to not hold up spoil barging movements.

3.2 Scope of Work:-

To undertake extensive materials handling of approximately 2 m tonnes of crushed sandstone excavated from a tunnel construction project. The crushed sandstone will be loaded from a site at White Bay Sydney onto railways transport and railed to predetermined destination/s.

3.3 Application of Agreement

The terms and conditions of this Agreement shall cover extensive material handling and associated works with the Northside Storage Tunnel Alliance Project or on-site at White Bay, Sydney carried out by employees of Pymont Raw Materials who are covered by the following award:-

- **The General Construction and Maintenance Civil Engineering (State) Award**

Where any term and condition of employment in this Agreement provides greater benefit to an employee than the terms and conditions applying to that employee under the award, then this Agreement shall apply subject to the law.

4. PERIOD OF OPERATION

This Agreement shall operate from the ^{20/5/1999} ~~date of approval~~ by the Industrial Relations Commission of New South Wales until the 1/6/2000.

5. NATIONAL STANDARDS

This agreement shall not operate as to cause any employee to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave or long service leave.

6. PARTIES BOUND

The parties bound by this agreement are:-

Pymont Raw Materials Pty Limited ACN 054 267 846

All employees engaged in the material handling operations as described in clause 3.2 Scope of Work of this agreement;

The registered union listed below:-

- The Australian Workers Union, New South Wales;

7. NO EXTRA CLAIMS

The unions will not make any extra claims in respect of matters covered by this agreement for the duration of the project.

8. SUBCONTRACTING OF WORKS

Pymont Raw Materials may require additional resources to meet increased workload to meet its contractual requirements for its works. In such circumstances the company shall exercise its discretion to engage one or more subcontractors in a particular trade, discipline or package of work.

All in payments, cash in hand payments, pyramid sub-contracting, or schemes to avoid Award or statutory obligations, including inappropriately treating individual employees as Sub Contractors is forbidden.

9. OBJECTIVES OF AGREEMENT

The achievement of the core objectives of this agreement, which are articulated below is a fundamental requirement for the successful completion of the project.

Workforce Safety - The Agreement objective regarding workforce safety is to be world class in all aspects of the project and is to reflect a positive culture of working safely.

Schedule – The Agreement objective regarding scheduling is that of completing the works on or ahead of the scheduled completion date.

Cost - The Agreement objective regarding cost is that of completing the works under budget providing exceptional value for money.

Environment – The Agreement objective regarding environmental management is that genuine sensitivity and responsiveness is to be shown at all times to the environment with potential problems either designed out or otherwise prevented. Practices and procedures that exceed expectations and are world class are to be used throughout the workst. This will be achieved initially by educating the employees via induction procedures as well as an ongoing commitment to and involvement of the employees in the site Environmental Management Plan.

Community - The Agreement objective regarding community obligations is that the works is to ensure that all visible components are designed to be aesthetically pleasing, consistent with general style of the area and / or improving the area. Practices and procedures are to be rated as world class with genuine sensitivity and responsiveness to be shown at all times to community members and groups.

10. COMMITMENTS

The parties to the Pymont Raw Materials – Australian Workers Union Enterprise Agreement are committed to ensuring that:-

- The terms and conditions of the agreement lead to real gains in overall productivity and workplace efficiencies, together with improvements to health and safety standards, environmental and community standards;
- The Dispute Avoidance Procedure provided for in this agreement is strictly adhered to; and
- There is a willingness by employees to accept flexibility of jobs and duties, an acceptance of improved work organisation which means flexibility and interchangeability, such that every individual employee will perform any task that the employee is competent to perform, provided that such tasks are safe, legal and logical.
- The parties are able to avoid any action which might disrupt the continuity of production or reduce the effectiveness of the management of the works..

11 INDUCTION

11.1 Specific Induction

Prior to commencement of employment on site, all employees, shall attend a specific induction program given by the company induction representative. The program shall include but not be limited to such matters as:

- Scope, purpose and anticipated duration of the works;

- Familiarisation with, and understanding of the commitments and undertakings given by the parties contained within this agreement;
- Advice on legislative, site and employer safety standards and requirements;
- Co-operative objectives regarding goals that the company has for the works;
- Specific reference to the application of the Dispute Settlement Procedures;
- Outline of any house rules, including disciplinary procedures;
- Advise employees of the location of the first aid facility;
- The terms and conditions of this agreement, a copy of which will be provided during induction training;
- The Agreement's commitment to environmental management, Community obligations, costs, scheduling and OH&S.
- OH & S induction training which will meet the WorkCover Authority standards.

12 OCCUPATIONAL HEALTH AND SAFETY

Consistent with the Company's obligations under the NSW Occupational Health and Safety legislation, an OH&S Committee shall be established pursuant to the relevant provisions of Act.

13 DISPUTE SETTLEMENT PROCEDURE

A fundamental requirement of this agreement is that this Clause is to be observed in its entirety by all parties to this agreement. On all occasions, any issue, grievance or dispute over any matter between the parties to this agreement shall be settled in accordance with this procedure without resorting to industrial action.

In the event of any grievance or of any major change in employment conditions or agreement terms, or in the event of any dispute between the The Company and its employee/s, the steps below shall be followed provided always that work shall continue in the normal manner without bans and limitations on the performance of work.

- a. The grievance or dispute shall, in the first instance, be pursued between the employee or employees concerned and the immediate supervisor and if required the relevant union delegate/s.
- b. If the matter is not resolved, then discussion should be conducted with senior management and if appropriate, the accredited delegate of the Union/s concerned and the relevant state union official.
- c. If the matter is still not settled, then a conference shall be held between senior officials of the union/s together with the manager or his/her nominee.
- d. If the matter cannot be settled by a conference between the parties, the General Manager of the company and/or the Union/s may notify a dispute to the

Industrial Relations Commission of New South Wales which shall endeavor to resolve the issue between the parties by conciliation and/or arbitration.

It is agreed between the parties, that disputes arising on other projects shall not involve the employees covered by to this agreement

The parties are committed to total adherence to the above procedure. This shall be facilitated in the first instance by the earliest possible advice by one party to the other of any issue or problem, which may give rise to a grievance or dispute.

Reasonable time limits shall be allowed for the completion of the various stages of the discussions, with seven (7) calendar days being allowed for stages a) to d) (inclusive) of the discussions to be finalised.

No party shall be prejudiced simply by the fact that work continued whilst the above process was being followed.

This procedure shall not prevent the project manager or the union/s from making direct representations to one another on any matter giving rise to or likely to give rise to a dispute or grievance.

14 DEMARCATION

It is recognised by all parties to this Agreement that potential demarcation disputes should be swiftly resolved, without disruption to work. It is therefore agreed that demarcation disputes should be resolved in the first instance between the unions concerned.

Where the demarcation dispute is unable to be resolved between the unions concerned the matter is to be referred expeditiously to the disputes committee of the Labor Council of New South Wales for determination.

Work is to proceed as normal whilst the matter is determined by the above process.

15 HOURS OF WORK

The ordinary hours of work shall be an average of 38 per week worked Monday to Friday between the hours of 6.00 am and 6.00pm. The normal hours of work within this spread of hours shall be as determined by The Company.

15.1 Flexible Hours Of Work

To give effect to the commitment by the company to World Best Practice and Productivity Improvement Goal Hours of Work in this Agreement will be structured in a manner designed to achieve continuity of operations without disruption to work flow.

Hours of work may be varied on a section or sections of work to suit the work at hand and by agreement between the majority of employees engaged in the

section or sections concerned or, in the absence of agreement, by the giving of 48 hours written notice by the company to the employees concerned.

The ordinary hours of work prescribed herein shall not exceed ten (10) hours on any one day. Provided that in any arrangement where ordinary work hours are to exceed eight (8) on any day, the arrangement of hours shall be subject to the agreement of the company and its employees of the section or sections concerned.

15.2 Implementation of 38 Hour Week

The implementation of a 38 hour week providing maximum flexibility relevant to the working requirements may be either:

- 4 day week;
- One (1) RDO per cycle;
- Banking of RDO's;
- A combination of the above;

At each location, an assessment will be made as to which method of implementation best suits the program requirements and such proposal shall be discussed with the Consultative Committee and the employees concerned; the object being to reach agreement on the method of implementation. Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups of employees or sections of the project.

15.3 Notice Of Days Off

Other than a 19 day monthly, employees entitled to a day off during their work cycle will be advised of their rostered day off at least four (4) weeks in advance of the work day they are taking off. A shorter period of notice may be agreed to by the company and the employees directly affected.

15.4 Substitute Days

The Company, with the agreement of the majority of employees concerned, may have an employee work on a designated RDO in the case of a breakdown in machinery or a failure or shortage of electric power or some other emergency situation. Employees required to work on their RDO will be afforded eight hours work or paid for an eight hour day.

An individual employee who agrees to work on an RDO will substitute their designated day for another day.

15.5 Accrual of RDO's

Due to the special nature of this site, employees, by mutual agreement may accrue a maximum of five (5) RDO's to be taken at a mutually agreed time. An employee, by giving 48 hours notice, is able to take their accrued days off.

16 SHIFT WORK

The parties to this agreement acknowledge that shift work will be necessary on this project or parts of the works.

For the purposes of this Agreement shift shall mean:

“Afternoon Shift” means any shift finishing at or after 9.00 pm and at or before 11.00 pm.

“Night Shift” means any shift that finishes at or after 11.00 pm or at or before 7.00 am.

“Rostered Shift” means a shift of which the employee concerned has had at least 48 hours notice.

“Continuous Work” means work carried on with consecutive shifts of persons throughout the 24 hours of each at least six consecutive days without interruption except during breakdowns or meal breaks or due to circumstances beyond the control of the Company.

16.1 Shift Roster

The hours of work of weekly employees on shift work shall be an average of 38 hours per week.

Shifts shall be worked according to a roster which shall:

- Provide for rotation of shifts or employees if requested;
- Provide for not more than eight (8) shifts to be worked in any nine (9) consecutive days;
- Specify the commencing and finishing time of each shift;
- Five (5) day shift work shall provide for the working of shifts over five (5) consecutive days, Monday to Friday inclusive.

Day workers may be transferred to shift work by seven (7) days notice given by The Company to the employee or in cases where sudden or unforeseen circumstances make the change necessary, by 24 hours notice.

Any of the shift provisions prescribed in this clause may be varied as to all or a section of the employees by agreement between The Company and the employees directly affected.

Any disagreement that may arise with respect to the shift rosters shall be discussed initially in accordance with the Disputes Settlement Procedures pursuant to Clause 14 of this Agreement.

16.2 Ordinary Hours

The ordinary hours of work for shift workers shall not exceed an average of 38 hours per week over a shift roster.

A shift shall consist of not more than ten consecutive hours inclusive of a crib time of twenty (20) minutes which shall be counted as time worked.

16.3 Overtime.

All time worked by a shift worker in excess or outside the ordinary hours shall be paid for at double time. A shift other than a rostered shift, shall be paid for at overtime penalty rates. Provided that this shall not apply when the overtime is worked by arrangement between the employees themselves or for the purpose of effecting the customary rotation of shifts.

16.4 Shift Allowances

Shift workers, whilst on afternoon shift other than on a Sunday or Public Holiday - shall be paid for such shift 25% more than their ordinary rate.

Shift workers whilst on night shift other than on a Sunday or Public Holiday shall be paid for such shift 50% more than their ordinary rate..

Double counting shall not apply i.e.: shift loadings do not apply in addition to penalty provisions such as overtime etc.

16.5 Saturdays

Employees working on shifts between midnight on Friday and midnight on Saturday shall be paid for such shift at 50% more than the ordinary rate.

16.6 Sundays and Public Holidays

Where shifts commence between 11.00 pm and midnight on Sunday or holidays, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday shall be regarded as time worked on such Sunday or holiday. Where shifts fall partly on a Sunday or a holiday, that shift, the major portion of which falls on a Sunday or holiday shall be regarded as the Sunday or holiday shift.

Employees working on a rostered shift on a Sunday shall be paid for such shift at double the ordinary rate, and for such shifts on a public holiday at two and a half times the ordinary rate.

16.7 Unforeseen Additional Workloads / Emergencies

In the event that unforeseen additional workloads are required, the company may, after consultation with the company's Consultative Committee and the employees engaged in the section of the workplace, vary shifts and shift starting time by the giving of 24 hours notice; provided always that the employees agree to such changes.

17 SICK LEAVE

An employee other than a casual employee who is absent from work on account of personal illness or on account of injury by accident, other than that covered by workers' compensation, shall be entitled to leave of absence, without deduction of pay subject to the following conditions and limitations:

- They shall endeavor within 2 hours of the commencement of such absence to inform the company of their inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of their absence.
- They shall prove to the satisfaction of the company that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- An employee during their first year of employment with the company shall be entitled to sick leave entitlement at the rate of one day at the beginning of each of the first ten calendar months of their first year of employment.

Provided that an employee who has completed one year of continuous employment shall be credited with a further ten days sick leave entitlement at the beginning of their second and each subsequent year, which, shall commence on the anniversary of engagement.

In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year they have already been allowed paid sick leave on two occasions for one day only, shall not be entitled to payment for the day claimed unless they produce to the Company a certificate of a duly qualified medical practitioner certifying that the employee was unable to attend for duty on account of personal illness or injury.

Sick leave shall accumulate from year to year so that any balance which in any year has not been allowed to an employee as paid sick leave, may be claimed by the employee and subject to the conditions herein prescribed shall be allowed in a subsequent year, without diminution of the sick leave prescribed in respect of that year.

Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of ten years but for no longer from the end of the year which it accrues.

If an employee is terminated and is re-engaged within a period of six months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

18 CONTRACT OF EMPLOYMENT

18.1 Weekly Employment

The Company's employees who are not specifically engaged as casual employees shall be deemed to be employed by the week. The employment of all weekly The Company employees shall be subject to a two (2) month probationary period.

18.2 Casual Employment:

A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one thirty eighth of the weekly wage prescribed for the work which he or she performs, plus 20%. Casual employees engaged by The Company shall be engaged for a minimum period of one day and a maximum period of two (2) weeks. Whilst it is not envisaged that casuals would be required for longer than two (2) weeks, this period could be extended by agreement with the relevant union/s to cover specific work requirements.

19 WAGE RATES AND ALLOWANCES – INCLUSIVE

19.1 Application

This Clause sets out the application of rates of pay for work performed on or at the "Northside Storage Tunnel Alliance Project - White Bay site, which provides for a five (5) category, single stream classification structure. Employees shall be classified in accordance with their qualifications, skill, capacity and experience to perform construction work consistent with their traditional calling.

19.2 Wage Rates

The following rates of pay shall apply from 23.1.99

Classification Level	Hourly Rate	Weekly Rate
Category 1	\$20.31	\$771.78
Category 2	\$19.73	\$749.74
Category 3	\$19.10	\$725.80
Category 4	\$18.72	\$711.36
Category 5	\$18.32	\$696.16

19.3 Future wage increases

FIXED INCREASES

The following percentage pay increases shall be paid in addition to those rates in clause 19 .2.

1 st Pay Period on or after 23 July 1999	1 st Pay Period on or after 23 January 2000	1 st Pay Period on or after 23 July 2000
2.25%	2.25%	2.25%

ADDITIONAL INCREASES

Provided that the Lost Time Injury Frequency Rate (LTIFR) for employees covered by this Agreement is 25% less than the average LTIFR published by the Heavy Engineering Manufacturing Association for companies with average man hours less than 1 million for the corresponding six monthly period, an additional 1% will be added to the percentage increases listed above with effect from the same operative date.

Note: Actual wage rates incorporating the fixed and additional increases are set out in Schedule A.

19.4 Allowances

- Those persons appointed as team leaders shall be paid the Leading Hand Allowances as prescribed in the employees' abovementioned Award.
- These allowances are in addition to the scheduled weekly rate and are all purpose rates.

20 PAYMENT OF WAGES

Wages shall be paid weekly to the employee's financial account by means of Electronic Funds Transfer. Employees are required to nominate an account held with a Bank, Building Society, or Credit Union for the purposes of payment of wages.

21 REDUNDANCY

Each employee, who is employed pursuant to this agreement, shall be entitled to a payment of \$51.00 per week with respect to redundancy entitlements paid into an agreed fund.

These payments shall be in lieu of all redundancy entitlements pursuant to Awards or legislation.

22 SUPERANNUATION

Each employee, who is employed pursuant to this agreement, shall be entitled to a payment of \$60.00 per week with respect to Superannuation entitlements paid into the C+BUSS Fund on their behalf.

23 ANCILLARY INSURANCE

It is a term of this agreement that immediately upon signing this agreement the The Company will provide if not already in existence an agreed workers compensation Top-Up Accident Insurance arrangement.

24 FARES

A fares allowance of \$17.45 per day shall be paid to an employee working under this Agreement for each day so worked. This allowance shall be in substitution of the relevant parent award provisions.

25 PROTECTIVE CLOTHING

The Company shall provide suitable protective equipment to its employees where reasonably required. The supply of outer work clothing shall be limited to a maximum of two (2) sets of protective clothing (a set being a pair of overalls or a shirt and a pair of trousers) and a pair of safety footwear per year.

In addition to the foregoing, all employees will be issued ~~with a protective blue~~ jacket or an appropriate alternative jacket if the safety features of the project demand otherwise.

Where the employee is able to demonstrate that the items issued are no longer serviceable, the items will be replaced on an exchange basis.

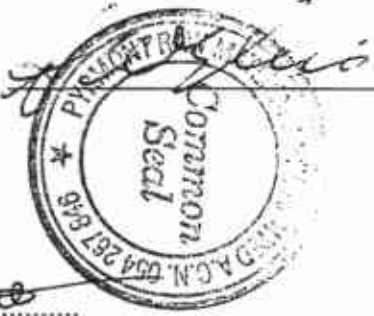
Appropriate wet weather gear, if required in the workplace will be issued and be replaced on a fair wear and tear basis.

Where an employee currently receives an equivalent provision of any of the above items as a normal condition of employment or in accordance with any other appropriate agreement, the relevant provision of this clause shall not apply.

Under no circumstances will money be paid in lieu of the clothing issue referred to in this clause. The employee shall utilise all protective equipment in such a way and at such times as to achieve the purpose for which it is supplied.

26 SIGNATORIES

SIGNED for and on behalf of
**PYRMONT RAW MATERIALS
PTY LIMITED**



Dated 10 March 1999

in the presence of

[Handwritten signature]

Signature of Witness

J. W. LAUKIE

Name of Witness

SIGNED for and on behalf of
**THE AUSTRALIAN WORKERS UNION
NEW SOUTH WALES**

[Handwritten signature]

Dated 19.3.99

in the presence of

[Handwritten signature]

Signature of Witness

KEVIN BROWN

Name of Witness

[Handwritten mark]

SCHEDULE - A**FURTHER INCREASES****1st Pay period 23.7.99**

Classification Level	Hourly Rate (2.25%)	Weekly Rate (2.25%)	Hourly Rate Additional 1%	Weekly Rate Additional 1%
Category 1	\$20.56	\$781.28	\$20.76	\$788.88
Category 2	\$19.96	\$758.48	\$20.16	\$766.08
Category 3	\$19.34	\$734.92	\$19.53	\$742.14
Category 4	\$18.94	\$719.72	\$19.13	\$726.94
Category 5	\$18.55	\$704.90	\$18.74	\$712.12

1st Pay period on or after 21.1.2000

Classification Level	Hourly Rate (2.25%)	Weekly Rate (2.25%)	Hourly Rate Additional 1%	Weekly Rate Additional 1%
Category 1	\$21.02	\$798.76	\$21.23	\$806.74
Category 2	\$20.41	\$775.58	\$20.61	\$783.18
Category 3	\$19.77	\$751.26	\$19.97	\$758.86
Category 4	\$19.37	\$736.06	\$19.56	\$743.28
Category 5	\$18.96	\$720.48	\$19.15	\$727.70

1st Pay period on or after 23.7.2000

Classification Level	Hourly Rate (2.25%)	Weekly Rate (2.25%)	Hourly Rate Additional 1%	Weekly Rate Additional 1%
Category 1	\$21.50	\$817.00	\$21.71	\$825.00
Category 2	\$20.87	\$793.06	\$21.08	\$801.10
Category 3	\$20.21	\$767.98	\$20.41	\$775.58
Category 4	\$19.81	\$752.80	\$20.00	\$760.00
Category 5	\$19.39	\$736.82	\$19.58	\$744.04

Entag:prymtea