

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/108

**TITLE:** The Elura Mine Attendance Bonus Enterprise Agreement 2002

**I.R.C. NO:** IRC03/1688

**DATE APPROVED/COMMENCEMENT:** 28 March 2003

**TERM:** 24 September 2003

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 13 June 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of the Pasminco Australia Pty Limited engaged in or associated with mining activities and metallurgical plant operations at the Elura Mine in New South Wales and who fall within the coverage of the Elura Mines Enterprise (Consent) Award 2001

**PARTIES:** Pasminco Australia Limited t/as Pasminco Elura Mine -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales



**The Elura Mine Attendance Bonus Enterprise  
Agreement 2002**



## 1. Title

The Agreement shall be known as the Elura Mine Attendance Bonus Enterprise Agreement 2002.

## 2. Arrangement

This Agreement is arranged as follows:

1. Title
2. Arrangement
3. Parties Bound
4. Application
5. Duration
6. Anti- Discrimination
7. Attendance Bonus
8. Dispute Handling Procedure
9. Signatories

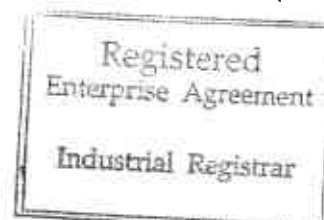
## 3. Parties Bound

This Agreement shall apply to and be binding upon:

- (i) Pasminco Australia Limited (subject to Deed of Company Arrangement) (hereinafter referred to as "the Company"); and
- (ii) The Australian Workers Union, New South Wales Branch, the Australian Manufacturing Workers Union and the Electrical Trades Union of Australia, New South Wales Branch

## 4. Application

- (i) This Agreement shall apply to all employees of the Company eligible to be members of the Unions employed in classifications covered by the Elura Mine Enterprise (Consent) Award 2001 (the Award) engaged in or associated with mining activities and metallurgical plant operations at the Elura Mine in the State of New South Wales.
- (ii) This Agreement shall be read in conjunction with the Elura Mine Enterprise (Consent) Award 2001. Where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.
- (iii) This Agreement has been entered without duress.
- (iv) The parties to this Agreement recognise that the provisions of clause 7 Attendance Bonus were previously contained in sub-clause (ix) of clause 19 Sick Leave of the Award. The parties further recognise that sub-clause (ix) of clause 19 Sick Leave of the Award has no effect due to the prohibition on cashing-in of accumulated sick leave contained in section 27 *Industrial Relations Act 1996 (NSW)*.
- (v) Accordingly the intent of this Agreement is to maintain the operation of the sick leave attendance bonus contained in clause 7 of this Agreement, for the currency of this



Agreement. The parties recognise that the prohibition in section 27 *Industrial Relations Act 1996 (NSW)* does not apply to this Agreement.

## 5. Duration

- (i) This Agreement shall have effect from the date of its approval by the Industrial Relations Commission of New South Wales, and remain in force until 24 September 2003.
- (vi) Negotiations for the subsequent renewal of this Agreement are to commence 6 months prior to expiration of this Agreement.

## 6. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and carers responsibilities.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
  - (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

### NOTES:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:



"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

#### **7. Attendance Bonus**

- (i) After twelve months continuous service, on termination, an employee shall receive payment in recognition of good attendance the equivalent of the balance of their personal sick leave account, accumulated from previous complete years of service, to the maximum provided for in sub-clause (iv) of clause 19 Sick Leave of the Award.
- (ii) For the purpose of this clause, continuous service shall be deemed not to have been broken by:
  - (a) any absence from work on leave granted by the Company;
  - (b) any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee.

#### **8. Dispute Handling Procedure**

##### **(i) General Procedure:**

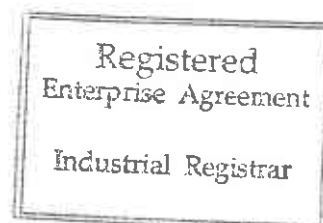
The procedure for dealing with disputes between the Company and an employee will be as follows:

- (a) Where a dispute arises which cannot be resolved between the employee and/or the employee's representative and the Supervisor, the matter in dispute will be referred immediately to the Section Superintendent.
- (b) Failing settlement of the issue at this level, the matter in dispute should be referred to the Department Manager and, if necessary, the General Manager. Discussions will continue between the Management and the employee's representative in an attempt to resolve the matter in dispute on site.
- (c) Failing settlement of the issue at this level, the matter in dispute will be discussed with the employee's appropriate representative.
- (d) Should the matter not be resolved within 48 hours, the matter will be referred to the appropriate Tribunal under the New South Wales Industrial Relations Act.
- (e) Whilst these procedures are continuing, the status quo shall remain and no stoppage of work or any form of limitation of work shall be applied.

##### **(ii) Concerns in relation to safety:**

It is recognised that problems related to safety and other hazardous situations may arise from time to time which require immediate attention and decision. An unsafe and hazardous situation is a situation on a work site, which is considered by employees to endanger their safety.

- (a) Where a problem arises in connection with safety, the employee will report the matter to his immediate Supervisor.



- (b) If the matter is not resolved, the employee will contact the Check Inspector and the Check Inspector and the Supervisor will immediately confer in an attempt to resolve the matter to the satisfaction of all concerned.
- (c) In the event of no immediate Agreement being reached, work will be suspended in that situation and the employee re-allocated other work and the matter referred by the Supervisor to the Section Superintendent and then, if necessary, to the Department Manager.
- (d) If the matter is still unresolved, the matter will be referred to the Registered Mine Manager.
- (e) Failing resolution of the matter by the Registered Mine Manager, the issue will be referred to the Regional Inspector of Mines who shall make the final decision in that capacity.
- (f) When it is necessary for work to be done to rectify a dangerous situation the Company and the employees will co-operate to ensure maximum safety to all employees concerned with such work.
- (g) Whilst these procedures are continuing, the status quo shall remain and no stoppage of work or any form of limitation or work shall be applied, except as provided in (ii) (c) above.

**(iii) Stop Work Meetings:**

To minimise work time lost due to Stop Work Meetings, particularly the holding of Stop Work Meetings in Cobar, the following will apply;

- (a) The shift production employees will ensure continuing throughput and maintenance of metallurgical performance at all times irrespective of meetings. Tradesmen would make themselves available if required, to ensure performance was maintained.
- (b) Prior to the holding of any General Business Stop Work Meeting by any Union, at least 24 hours prior to that meeting, discussions are to be entered into and notice of such meeting be given to the Company.
- (c) Meetings will be held on the Mine Lease (but off the site) except for meetings, which the company agrees to be held in Cobar. Accordingly, the Company will make available the off-lease Training Centre or other mutually suitable venue for the holding of such meetings.
- (d) The Company will make arrangements for transport to be made available to transport off-duty shift workers to Cobar at the conclusion of any Stop Work Meeting.



9. Signatories

*[Signature]*  
Signed for and on behalf of  
PASMINGO AUSTRALIA LIMITED  
(subject to Deed of Company Arrangement)

18-11-02  
Date

*[Signature]*  
Signed for and on behalf of  
THE AUSTRALIAN WORKERS UNION, NEW SOUTH WALES

20. 11. 02  
Date

*[Signature]*  
Signed for and on behalf of  
THE AUSTRALIAN MANUFACTURING WORKERS UNION

12 MAR 03  
Date

*[Signature]*  
Signed for and on behalf of  
THE ELECTRICAL TRADES UNION OF AUSTRALIA  
NEW SOUTH WALES BRANCH

20-12-02  
Date

Registered  
Enterprise Agreement  
Industrial Registrar