REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/270

Bass Point Quarry Enterprise Agreement 1998 TITLE:

I.R.C. NO:

98/4032

DATE APPROVED/COMMENCEMENT: Approved 25 August 1998 and commenced 1 January

1998

TERM:

3 years

NEW AGREEMENT OR

VARIATION:

New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES:

14

COVERAGE/DESCRIPTION OF

EMPLOYEES:

Applies to all employees of Pioneer Concrete (NSW) Pty Ltd at Bass Point

Registered Enterprise Agreement

Industrial Registrar

Quarry

PARTIES: Pioneer Concrete (NSW) Pty Ltd -&- Electrical Trades Union of Australia, New South

Wales Branch and The Australian Workers' Union, New South Wales

BASS POINT QUARRY ENTERPRISE AGREEMEN 1998

THIS ENTERPRISE AGREEMENT is made on the 1st day of January 1998 between:

PIONEER CONCRETE (NSW) PTY. LTD. of 75 George Street, Parramatta in the State of New South Wales (hereinafter referred to as "the Company") of the one part;

AWIJ/FIME AMALGAMATED UNION of 325 Crown Street, Wollongong in the State of New South Wales for and on behalf of the employees referred to in Clause 1 of this Agreement. OF AUSTRALIA, NEW SOUTH WATER BRANCE

ELECTRICAL TRADES UNION (N.S.W) of Level 5, 370 Pitt Street, Sydney in the State of New South Wales for and on behalf of the employees referred to in Clause 1 of this agreement. Registered

NOW THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. **SCOPE**

- This Agreement shall apply to all employees at Bass Point Quarry covered by (i) either the Quarry Industry (State) Award, the Quarry Engineering Tradesmen (State) Award or the Electricians (State) Award.
- Where this Agreement is inconsistent with any of the provisions of the above (ii) mentioned awards or the current site agreement then this Agreement shall prevail.

<u>2.</u> TERM OF AGREEMENT

This Agreement shall commence operation on 1st January, 1998 and shall remain in force for a period of three (3) years thereafter.

CLASSIFICATION STRUCTURE <u>3.</u>

Bass Point Quarry Classification Structure and base rate of pay refer Annexure A.

Job descriptions relating to classification structure refer Annexure B.

It is the intent of this new classification structure to enable the non staff employees at Bass Point to perform a range of skills during a shift as demanded due to sales requirements, manning levels, etc. Employees that require training to enable them to fully qualify for a particular classification level will be given a maximum 6 months from the time of signing this agreement to upskill, in that time they will be paid at the

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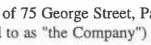


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AUSTRALIAN WORKER

NOW SOUTH WOLES,



classification as if they have the required skills.(Competency will be determined by Team Leader and management)

Employees that reach upper levels and refuse to use their skills for reasons other than safety or approved medical grounds, will be reclassified to a lower level.

The non staff employees will be formed into self organised work teams. The teams will work autonomously to meet production quotas in line with sales orders.

Each team will have an appointed team leader (The nomination of Team Leader will be at the discretion of management in consultation with non staff employees) to organise labour and production requirements on a day to day basis. It will be the team leaders duty to liaise with other team leaders and or management staff to enable full usage of manning levels. It is the intention of the new classifications that permanent employees should be utilised at all times. Casuals may be used to cover short term absences when no other practical alternative exists, this decision may be made at the discretion of the team leader with input from management.

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4. O H & S AND ENVIRONMENT

It is the responsibility of all employees on site to report to management any potential O H & S or environmental breaches. Reporting shall be via the team leader who will liaise with management, should a management representative not be available the potential actual incident will be controlled monitored by the team leader to the best of their abilities. Suitable training will be provided.

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It is the responsibility of all employees to work in a manner that is not detrimental to their own or others safety, or is likely to cause damage to the environment.

Employees will be issued with personal protective equipment (PPE) as listed below;

- a. Hard hat
- b. Ear muffs
- c. Gioves
- d. Steel capped boots
- e. Safety glasses
- f. Dust mask

Disciplinary action will be taken against an employee in the following circumstances; Where:

- (i) an employee is not wearing the appropriate PPE and an injury occurs as a result; or
- (ii) PPE is damaged due to the failure of an employee to take proper care, the company will investigate the facts of the matter. Depending on the seriousness of the incident in question the employee may be counselled or formally warned after the disciplinary procedure set out in the award has been followed. The company will ensure that at all times the employee's rights are protected.

The parties agree that it is the responsibility of employees to maintain and prevent loss or damage to PPE.

5. SUPERVISORS ROLE

The supervisors role will include the following;

- a) Monitoring of the safety and environmental performance of the employees
- b) Ensure all routine maintenance of equipment is carried out to manufacturers recommendations or to eliminate safety hazards.
- c) Monitoring and providing feedback to team leaders of production levels and sales requirements.
- d) Forward planning and scheduling of works to provide sufficient raw feed resources.

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6. CASUALS

This proposal confirms that seniority for casuals will not apply. Casuals may be employed for periods exceeding four (4) weeks to cover extended leave or periods of peak work load. They may be used to cover core positions should permanent employees be unavailable for what ever reason. The company agrees to use its best endeavours to engage casuals who are properly trained. The union and the employees confirm that there will be no attempt to re-assert seniority for casuals. Casual labour will not be used by the company to replace permanent day labour employees nor will it be used to reduce the number of permanent employees.

7. SECURITY OF EMPLOYMENT

The company will not implement any forced redundancies during the life of this Agreement.

8. SUB-CONTRACTORS

The use of contractors will be a matter for the discretion of the manager. Sub contractors shall not be used to replace current permanent employees or carry out core production functions.

9. EMPLOYEE DUTY AND CARE

It is agreed as part of this package that employees will take particular care to avoid the following:-

- a. Lateness when reporting for shift
- b. Early knock off at crib and end of shift
- c. Poor cleanliness of work stations
- d. Damage to equipment that has been assessed as attributable to operator neglect
- e. Finished material contamination attributable to operator neglect
- f. Habitual sick leave in contradiction to award allowance

Where an employee infringement does occur in any of these areas then the matter will be investigated by the company. Depending on the seriousness of the incident concerned the employee may be counselled or warned as per the disciplinary procedure set out in the award. The company will ensure that all employees are treated fairly.

10. ELECTRONIC FUND TRANSFER

Employees paid by EFT at the date of signing of this agreement will remain on EFT. Employees engaged at any time after the date of signing will automatically go on to EFT.

Any employee who is not on EFT at the date of signing but chooses to go on to EFT subsequently shall remain on EFT.

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11. WAGES

- (i) A wage increase of 5% will be paid on 1 January, 1998
- (ii) A further wage increase of 5% will be paid on 1 January, 1999.
- (iii) A further wage increase of 5% will be paid on 1 January, 2000.
- (iv) During the life of this Agreement any increases which occur as a result of any State or Federal Wage Case or any increase which occurs under the Quarry Industry (State) Award or Quarry Engineering Tradesmen (State) Award or Electricians (State) Award shall be fully absorbed by the wage levels contained in this Agreement.
- (v) These increases will apply for all purposes but do not apply to meal or other expense related allowances. Increases to meal allowances or other expense related allowances will be paid as per the award.
- (vi) It is a condition of this Agreement that no further claims will be made either by the Union for its members during the life of this Agreement.

Signed on behalf of Pioneer Concrete (NSW) Pty. Ltd.

Dated: Dated: Dated:

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Signed on behalf of the AWU/FIME	
Dated 27 -1 - 9 C Dated:	Stralian Workers Union
Signed on behalf of the ETU (N.S.W)	Registered Enterprise Agreement Industrial Registrar
Dated: 27-1-98 Dated:	
Signed on behalf of the Pioneer Concrete (NSW)	Bass Point Quarry Employees
W Reppek	
Dated: 27.1.98 Dated:	

ANNEXURE 'A' PIONEER BASS POINT QUARRY - CLASSIFICATION STRUCTURE.

Level 1- Maximum 6 months

- Induction OH&S, environmental, etc.
- · Confined spaces
- General Cleaning
- Fuel Cart
- · Greasing basic
- Trade Assistant in General
- Including Training for Level 2.

Level 2

- All Above
- Bob Cat
- Wash Plant
- Spare Loader Driver
- Ship Loader Tail-end
- Resceening Plant
- Pug Mill
- 1st Aid Certificate (Company Course)

Level 3

An operator at this level shall be able to perform all duties as set out in levels 1 & 2 and shall be able to perform at least four level 3 operations as set out below;

- Primary Crusher
- Secondary Crusher
- Ship loader
- · Weigh Bridge
- Face Shovel
- Dump Trucks Up to 80tn.
- Dispatch Loader
- Water Cart

Level 4

All of the above

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TRADES LEVEL 1

A trades level 1 is a employee who has acquired a relevant trade certificate and is engaged in maintenance work at the quarry.

TRADES LEVEL 2

A trades level 2 is an employee who has had 12 months experience working in the quarrying industry as a Trades Level 1.

TRADES LEVEL 3

A Trades Level 3 is an employee who has gained Trades Level 2 classification and can preform at least

a. Two level 3 Operator skills to be used in an emergency situation or as assistant in training.

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TEAM LEADER

A Team Leader shall be appointed by the company to lead each self managed team. The responsibilities shall be

- 1. Leadership of team to achieve agreed performance targets
- 2. Communication with other teams
- 3. Placement of personnel in co-ordination with shift supervisor
- 4. Liaison with management
- 5. Reporting to management of potential safety and\or environmental.
- 6. Admin/Clerical Performance Indicator Reporting.

Rates of Pay	Hour		Week
Grade 1		13.0907	497.4466
Grade 2		14.7268	559.6184
Grade 3		16.4734	625.9892
Grade 4		16.97	644.86
Team Leader		0.45	
Confined space		0.15	
1st Aid Cert.		0.15	

Rates of Pay	Hour	Week
Trade 1	16.5	627
Trade 2	17.9	680.2
Trade 3	18.4559	701.3242
Team Leader	0.45	
Confined space	EXISTING	
1st Aid Cert.	0.15	

ANNEXURE 'B' BASS POINT QUARRY JOB DESCRIPTIONS

The following job descriptions describe <u>minimum</u> duties required to be carried out under each heading.

a) Loading sales

- Load sales
- 2. Organising stockpiles (scalps) pushing over of stockpiles.
- 3. Inspection of materials and correction of stockpiles when required.
- 4. Inspecting of machine basic maintenance
 - cleaning
 - oiling
 - fueling
 - bucket inspection
- 5. Inspection of R&M of loads and destinations.
- 6. Repair of roadways.
- 7. Communication with weighbridge
- 8. Liaison with weighbridge
- 9. Training

b) Weighbridge Person

- 1. Issuing tickets
- 2. Taking orders (answering telephone)
- 3. Responding to radio calls
- 4. Responding to customers orders and inquiries
- Fuel books, key, stock control and ordering
- 6. Banking
- 7. Internal control road trucks
- 8. First Aid station
- 9. Mustering point evacuation policy
- 10. Control Internal mail
- 11. Storing of documentation
- 12. Organisation of replacement personnel
- 13. QA responsibility final check
- 14. Allocation control list
- 15. Security of weighbridge
- 16. Training

c) Secondary Plant Controller

- 1. Monitoring of plant
 - Chutes
 - Screens
 - Tunnel
 - Conveyors
 - Crusher adjustment
 - Dust suppression

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- 2. Plant Checks and Inspection
- 3. Maintenance
 - Screen changes
 - Rollers
 - skirts
- 4. Cleaning
 - shovelling
 - hosing
- 5. Trades assistant to fitter and contracts
- 6. Training

d) Bin Truck

- 1. Dumping to stock pile
 - Q.A. controls on product
- 2. Basic maintenance truck
 - Pre start checks on truck Cleaning etc.
- 3. Transfer of material from stockpile to stockpile
- 4. Assist with breakdown T.A.
- 5. Reporting of faults
- 6. Training

e) Pugmill

- 1. Monitoring and operation
- 2. Q.A.
 - Checks on materials produced
- 3. Inspection of plant
 - Maintenance checks
- 4. T.A. to fitters
- 5. Precoat tank checks
 - Stock control
- 6. Back up for secondary operator
- 7. Training

f) Primary Operator

- 1. Monitoring and operating of plant
 - Feeding material
 - Screens changes and inspections
 - Conveyors inspection and maintenance
 - Greasing
- 2. Cleaning
 - Bob-cat operate
- 3. Clearing of Jaw
 - Rock breakage operate rock breakage & crane
- 4. Maintenance
 - Greasing
 - Rollers & chutes
 - Skirts
- 5. T.A. to fitters

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- 6. Radio Control
 - Monitoring feed from face
- 7. Stockpile control scalps and surge pile
- 8. Safety monitoring
 - fire
 - access & egress
- 9. Training

g) Dump Truck

- 1. Basic Maintenance
 - · cracking body & chassis
 - tyre pressure
 - start up checks
- 2. Cleaning
 - bodies
 - cabin
- 3. Monitoring
 - mechanical
- 4. Report faults
 - supervisor
 - · workshop mechanic
- 5. Fuel monitoring
- 6. Cart rock and overburden
 - Safety
 - Spreading
 - Tipping controls
 - Driving speed control
 - Reversing
- 7. Assisting primary crusher operator
- 8. Maintenance of tip head
- 9. Training

h) Face Shovel

- Loading trucks
- Basic maintenance
- Floor maintenance
- Inspection of faces
- Supervision of scaling
- Loading trucks
- Q.A. checks
 - communication with laboratory communication with plant personnel
- 8. Clearing of pit
 - •communication
- Time control
 - Start up
 - Knock off
 - Meal breaks

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- 10. Safety of working at face
- 11. Training

i) Ship Loader - Operator

- 1. Check on orders
 - standard control monitoring
- 2. Organise product to be loaded
- 3. Pre-operation checks
- 4. Communication with ship and tunnel operators
- 5. Maintenance
 - ropes
 - handline
 - dolphin checks
 - drivers
 - · visual checks on all moving parts
- Industrial Registrar parts

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6. Q.A. control

- 7. Loading ship
 - operating
 - positioning material
- 8. Cleaning
- 9. Security
- 10. Training

j) Tunnel Operator

- 1. Start up checks
 - doors
 - rollers
 - chutes
- 2. Adjustment of doors
- 3. Check weight of on load conveyor take up
- 4. Q.A.
 - visual checks
- 5. Communication
 - loader drivers
 - operator
- 6. Level of feed
 - observe and adjust
- 7. Security
 - guard out of hours
- 8. Training

k) Wash plant

- 1. Start up checks
 - Water status
 - Supply and dumpline status
 - Screen checks
- 2. Operating plant
- 3. Monitoring

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- Sand pump
- Cyclone
- De-watering screen
- Oversize screen
- Operate Loader 4.
 - Feed plant
 - Stockpile control
- Q.A. Monitoring Product 5.
 - Support 984 face shovel
 - Removal of oversize rocks
- **Training** 6.

1) Water Cart

- Apply water 1.
 - Traffic areas
 - Muck pile
 - Stock pile areas
 - Enterprise Agreement General traffic areas dustrial Registrar

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- Maintenance of water cart 2.
 - Pre-start checks
 - Cleaning
 - Greasing
 - Oiling
- 3. **Monitoring**
- Reporting faults 4.
 - Supervisor
 - Mechanic
- Monitoring operating controls 5.
 - Speed
 - Traffic flow
- Monitoring Water Supply 6.
 - Auxiliary pumps
 - Dams status
 - Grading and repair of haul roads
- 7. Training

Electrician m)

- Maintenance & up-keep of
 - quarry switch cabinets
 - control circuitry cables
 - belt weight devices
 - monitoring of power use & efficient use of power
- 2. Liaison officer with power supplier
- 3. Ensure safe working conditions of

- all power supply leads
- · earth leakage's
- portable tools
- 4. Purchasing and receiving officer for ordering and maintaining electrical supplies
- 5. Training of operators on
 - fixed plant
 - pugmill
 - secondary crusher
 - ship loader
 - · primary crusher
- 6. Licensed high tension operator
- 7. Issuer of access permits for high tension work
- 8. R&D concerning electrical plant
- Design and install any new electrical equipment on site
- 10. Safety officer
- 11. Member of Consultative Committee
- 12. Assist and co-operate with all other trades for efficient operation of plant.
- 13. Training

n) Fitter

- 1. Maintenance
 - plant inspections
 - R&M on fixed and mobile equipment
- 2. Safe Working Conditions of;
 - Plant structures
 - Moving plant parts
 - Manufacture's standards of equipment
- 3. Assist with purchasing and inspection of spare parts.
 - Supervise subcontractors on site
 - Assist with induction of outside personnel
- 4. Design and modify plant to meet sales and operating requirements.
 - Install new ideas
 - Liaise between plant operators and management on safety and production ideas.
- 5. Training
 - Training of personnel in use of plant
 - Maintain personnel training level to meet industry changes
- 6. Confined Space Trained
- 7. Hot Work Trained

o) Mechanic

Repair & maintenance

- All mobile equipment
- Workshop equipment
- 2. Safety
 - Inspect any equipment for safety hazards
 - Report all safety failures to management
 - · Report safety improvement to Safety Committee
 - Testing any repaired or new equipment
- 3. Records
 - Maintain repair records on equipment
 - Report oil analysis results
 - Review weekly mobile check reports
- 4. Purchasing
 - Maintain supplies of spare parts
 - Organise subcontractors for specialised work
 - Inspect & supervise outside repairs
- 5. Liaise with suppliers of mobile plant on modifications and updates.
- 6. R&D
 - Works with suppliers to develop new mobile upgrades.
 Assist with new designs to improve safety and productivity

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