

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/303

TITLE: Perilya Broken Hill Limited Enterprise Agreement 2005-2008

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Perilya Broken Hill Limited, engaged in mining and associated work being carried out by Perilya at Broken Hill in NSW.

PARTIES: Perilya Broken Hill Limited -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch)

PERILYA BROKEN HILL LIMITED ENTERPRISE AGREEMENT 2005-2008

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1. Operation of Agreement

1.1 Title

This Agreement shall be known as the Perilya Broken Hill Limited Enterprise Agreement 2005-2008.

1.2 Parties

The parties to this Agreement are Perilya Broken Hill Limited ("the Employer") and the Construction, Forestry, Mining and Energy Union (South Western District) ("the Union").

1.3 Term of Agreement

This Agreement shall operate from the date of certification and the nominal expiry date shall be three years from the date of commencement.

This Agreement shall continue in force after its expiry date whilst negotiations for an extension or replacement occur.

1.4 Parties Bound and Application

This Agreement shall apply to mining and associated work being carried on by the Employer at Broken Hill NSW.

This Agreement shall be binding on the Employer, its Employees engaged in classifications set out in this Agreement and the Union.

2. Terms of Engagement

The parties to this Agreement recognise their shared goals and the acknowledged need for improvements in productivity, costs and international competitiveness of the Broken Hill Mine, and commit to this mutual goal to be achieved through different methods of operating the mine to those of the past.

2.1 Workplace Flexibility

The right of the management to maximise the efficiency of the mine through flexibility in the assignment of appropriately skilled persons in the mine's workforce is agreed.

2.2 Lawful Directions and Duties

Workplace flexibility is a condition of each individual's employment by the Employer. All Employees will carry out lawful directions and duties that are within their skill, competency and training provided the Employee is capable of performing the work in a safe manner

2.3 Multi Skilling

All Employees may be required by management, at management's discretion, to be multi-skilled and to undertake any necessary level of training to facilitate that multi-skilled commitment, broaden their work skills or increase their productivity.

Employees may be required to work in any areas of the operation and undertake, any other duties as required by the Employer. This requirement shall be subject to safe work practice and commensurate with the Employee's training, skills and competence to perform such duties to a satisfactory and safe standard.

Employees will also assist in the training of other Employees as it becomes necessary or as required by the Employer.

2.4 Engagement of Contractors

Parties to this Agreement acknowledge the right of management to engage contractors at its sole discretion to maximise the efficient operation of the mine.

The parties agree that contractors engaged by the Employer will have full access to use and operate all equipment as though they were Employees, without being subjected to any bans or limitations by the Employees or the Union. Both parties agree that the Employer will not and does not intend to replace positions of full-time Employees in the mine with contract workers.

The Employer will notify the Union of the engagement of major numbers of contract workers.

2.5 Contractual Obligation

Prior to engagement each Employee will be required to accept in writing, terms, including a commitment to comply with all the Employer's Policies and Procedures. Such terms shall be in addition to, but not inconsistent with this Agreement.

2.6 Probationary Status of all new Employees

Employment for an indefinite period of time, a specified period of time or for a specified task will be subject to that Employee completing a period of probationary employment of three months.

2.7 Merit Selection

All Employees will be selected by management on the basis of merit and at the sole discretion of the Employer.

2.8 Types of Employment

An Employee may be employed for an indefinite period of time, a specified period of time, for a specified task or as a casual.

An Employee may be employed part-time, that is, for less than a full-time shift roster in which case he/she shall receive all entitlements under this Agreement on a pro-rata basis.

2.9 Casual Employment

A casual Employee is one engaged and paid as such. A casual Employee is engaged by the hour and shall be paid the all-purpose hourly rate for the work being performed, plus 20 percent. Casual employment shall not be for a period of less than 4 hours. A Casual Employee will not be entitled to paid annual leave, paid sick leave or any other paid absences.

2.10 Stand Down

Notwithstanding anything elsewhere contained in this clause, if for any reason, such as shortage of electrical power, raw materials, fuel, access to site or any other reason, outside of its control, the Employer is unable to carry out its normal operations during the working hours of any day, the Employer may withhold from the wages of an Employee payment for any part of a shift in excess of one shift that such Employee cannot be usefully employed.

The Employer may stand down without pay any Employee if he or she cannot be usefully employed because of any cessation of operations, either wholly or partially due to industrial disputes, including any strike, bans or limitations, or arising out of any cause for which the Employer is not responsible.

2.11 Weekly Employment

Any Employee not specifically engaged as a Casual Employee shall be deemed to be employed by the week. A week will be defined as five (5) working days of shift roster.

2.12 Termination on Notice

Notice of termination of employment applicable to full-time and part-time Employees will be in accordance with the provisions of the *Workplace Relations Act 1996* (Cth).

Employee's period of continuous service	Period of Notice
Not more than 1 year.	At least 1 week
More than 1 year but not more than 3 years.	At least 2 weeks.
More than 3 years but not more than 5 years.	At least 3 weeks
More than 5 years.	At least 4 weeks

For Employees over 45 years of age and who have completed at least 2 years continuous service with the Employer an additional week's notice will be given, provided that where an Employee wishes to terminate their employment they must give the minimum notice prescribed above except for the age provision as defined.

The Employer may, at its discretion, make a payment in lieu of any period of the notice the Employer does not require the Employee to work out.

2.13 Except for casuals who shall be entitled to four hours notice, termination of the employment of an Employee shall be in accordance with Clause 8. Property and any documentation of a proprietary or confidential nature belonging to the Employer shall be returned to the Employer upon termination of the employment of the Employee.

2.14 The Employer may deduct from the Employee's wages or termination payment any monies lawfully owing to the Employer including but not limited to airfares, cash advances, lack of due notice, compensation for wilful damage to property.

3. Hours of Work

Employees shall work such hours as required by the Employer on a projected shift roster the objective of which shall be to meet production requirements.

3.1 Shift Workers

Work at the site is a continuous shiftwork. Hours may be worked in configurations of up to 12 hours per shift, working an annual average of 42 hours per week, as determined by the Employer.

Rosters may be varied by the Employer to meet production requirements and Employees shall be given due notice of such changes.

3.2 Extra Time

Employees shall work reasonable extra time as required by the Employer from time-to-time, in addition to rostered hours of duty, to meet extraordinary work scheduling requirements. Payment shall be at the rate otherwise paid for work in the normal 12 hours shift worked that day.

3.3 Meal Breaks

Employees shall have a paid crib break of a minimum of 40 minutes during each shift to be taken not later than six (6) hours after commencement of shift.

The taking of crib breaks may be scheduled by the Employer so as to minimise their impact on the operation of the mine; and where appropriate amenities for lunch and rest breaks are provided closer to the work station than the main site amenities, such closer amenities will be used.

3.4 Shift Start and Finish

All Employees will be ready to work at the start of each shift at the directed location of work and work for the full duration of the shift, except for authorised breaks or where directed by the Employer.

3.5 Call-in Allowance

3.5.1 A call-in occurs where an Employee has not been allocated or agreed to attend work on a prearranged basis. Allocated or agreed or rostered extra time or normal time would not be a call-in.

3.5.2 In addition to any normal time or extra time payments an Employee may receive for performing work during a call-in, the Employee shall also receive a one off payment of \$60 as a call-in allowance.

3.5.3 Notwithstanding subclause 3.5.2, the call-in allowance shall only be payable once in any 24 hour period, irrespective of the number of call-ins an Employee may attend during that 24 hour period.

4. Wage Rates/Allowances

4.1 Wages

The base rate and the bonus rate for all hours worked under this Agreement is as listed in the Table below. The rates are calculated based on the working of a 12-hour shift.

The base rates and the bonus rates are paid in full compensation for all factors associated with the work including but not limited to overtime, weekend and Public Holiday shift penalties, disability allowance, first aid allowance and travelling time.

PER SHIFT

4.1.1 Concentrator Classifications

Description	Base Rate (80%)	Bonus Rate (20%)	Total
Relief Supervisor	\$341	\$85	\$426
Floats	\$310	\$77	\$387
Grinding	\$292	\$73	\$366
Sand Plant	\$275	\$69	\$344
Filtration	\$257	\$64	\$322
Crusher	\$240	\$60	\$300

4.1.2 Earthworks Classifications

Description	Base Rate (80%)	Bonus Rate (20%)	Total
Surface Equipment Operator	\$294	\$74	\$368
Trainee Surface Equipment Operator	\$240	\$60	\$300

4.1.3 Mining Classifications

Description	Base Rate (80%)	Bonus Rate (20%)	Total
Jumbo Operator	\$487	\$122	\$609
Trainee Jumbo Operator	\$390	\$97	\$487
Long-hole Driller	\$390	\$97	\$487
Shaft Crew 1	\$390	\$97	\$487
Trainee Long-hole Driller	\$361	\$90	\$452
Remote Loader Operator	\$361	\$90	\$452
Loader/Grader Operator	\$341	\$85	\$426
Services Crew Leading Hand	\$341	\$85	\$426
Charge-up Operator	\$341	\$85	\$426
Shaft Crew	\$341	\$85	\$426
Trainee Loader Operator	\$324	\$81	\$405
Truck Driver 1	\$310	\$77	\$387
Grader/Roller Operator	\$310	\$77	\$387
Ground Support Crew	\$310	\$77	\$387
Trainee Charge Up Operator	\$310	\$77	\$387
Service Crew	\$302	\$75	\$377

PER SHIFT

4.1.3 Mining Classifications (Continued)

Description	Base Rate (80%)	Bonus Rate (20%)	Total
Winder Driver/Plat Man/Crusher Operator/Loading Station Operator	\$302	\$75	\$377
Truck Driver	\$292	\$73	\$365
New Employee (no experience)	\$292	\$73	\$365
Underground Labourer	\$232	\$0	\$232

4.1.4 Trade Classifications

Description	Base Rate (80%)	Bonus Rate (20%)	Total
Underground Trades Leading Hand	\$375	\$94	\$469
Underground Tradesperson	\$341	\$85	\$426
Surface Tradesperson	\$310	\$77	\$387

4.2 Higher Duties

Payment for higher duties will only be made for skills used in that role. Payment will only be made where the time spent doing higher duties equals or exceeds fifty per cent of the duration of a shift, and will be paid in such circumstances for the full shift.

4.3 Bonus Scheme

4.3.1 In addition to the above wage rates each Employee in the operational departments (mining or treatment) will receive a bonus based on Key Performance Indicators (KPI's).

4.3.2 The KPI's will relate to an Employee by the team and operational department in which they work on a shift by shift basis, and the mine operation taken as a whole.

4.3.3 The KPI's will be a measure of performance against targets set for safety, production and quality.

4.3.4 The formulation of the KPI's and any future modification or variation of them will be at the sole discretion of the Employer.

4.3.5 The Employer will give all affected Employees appropriate notice of any modification or variation of the KPI's depending on the significance of them to the affected Employees.

4.3.6 Specific information on the bonus scheme and its KPI's as they affect the individual Employee, the team and operational division to which they are assigned, and the mine operation taken as a whole will be included in each individual's letter of offer of employment and the Employer's Policy and Procedures documentation.

4.3.7 Acceptance of any offer of employment will constitute full acceptance of the bonus scheme, its KPI's and the terms and conditions of both.

4.4 Superannuation

The Employer shall make superannuation contributions each month on behalf of each Employee at the percentage prescribed under the *Superannuation Guarantee (Administration) Act 1992*, as amended from time to time.

Employees will be provided with superannuation choice of fund in accordance with legislation. The superannuation default fund shall be made to the AMP Perilya Group Superannuation Plan (Fund Plan No. 01006581). Employees will have one month from the commencement of their employment to nominate their superannuation fund of choice. Should an Employee not nominate their superannuation fund of choice at the conclusion of this time period superannuation contributions will be made to the Default Fund.

All superannuation contributions will be paid into one fund, as either chosen by the Employee or the default fund.

The monthly superannuation contributions shall be calculated by reference to the Employee's average ordinary time shift earnings for the preceding month.

4.5 Indexing of Rates

Effective from 1 July 2006 and 1 July 2007 respectively the rates of pay shall be indexed by the National Consumer Price Index for the Previous four quarters (i.e. the preceding period of 1 April - 31 March)

5. Leave

5.1 Annual Leave

- 5.1.1 The Employee is entitled to 20 working days paid annual leave per year, upon completion of each 12 months service. Annual Leave will accrue pro-rata on a weekly basis. If working continuous shifts the Employee is entitled to an extra 5 working days per year of paid annual leave.
- 5.1.2 Annual Leave is paid at the average shift earnings rate of pay for days the Employee would have worked had the Employee remained at work on roster or projected roster calculated by reference to the previous twelve months or part thereof.
- 5.1.3 Management of the accrual and taking of annual leave will be in accordance with the *Annual Holidays Act 1944* (as amended) (NSW) to the intent that the Employer must facilitate and the Employee must take annual leave.

5.2 Public Holidays

- 5.2.1 Public Holidays are recognised as gazetted by the NSW Government Gazette and include Bank Holidays in accordance with the *Bank Holidays Act 1912* (NSW).
- 5.2.2 The requirement to work on a number of Public Holidays has been taken into account in establishing the rates of pay. An Employee required for work on a Public Holiday as defined above shall be paid at the base rate plus the bonus for work performed.
- 5.2.3 There is no payment when Employees are rostered off on a Public Holiday.
- 5.2.4 Employees will not be required to work on Christmas Day, except in the case of an emergency or if they are on-call, subject to the following conditions:
 - 5.2.4.1 Where an Employee is rostered off they shall receive no payment;
 - 5.2.4.2 Where an Employee is rostered to work they shall elect to either:
 - (a) Take the day off as an annual leave day with pay; or
 - (b) Take the day off without pay.
- 5.2.5 Each Employee shall notify the Employer of their election in accordance with subclause 5.2.4.2 by no later than 1 December each year. Failure to make an election by 1 December will result in the Employee having the day off without pay.

5.3 Long Service Leave

An Employee will accrue Long Service Leave benefits in accordance with *Long Service Leave (Metalliferous Mining Industry) Act 1963* (NSW).

5.4 Sick Leave

An Employee shall be entitled to his/her base rate of pay for absence due to illness subject to the following conditions and limitations:

- 5.4.1 If an Employee cannot report to work due to illness or injury, the Employee shall notify his/her Supervisor, or the Mine Control Room, prior to the commencement of their rostered shift and in any case no later than one (1) hour after the normal commencement time of the shift. He/she must state the nature of the illness and the estimated duration of the absence. Lack of such notification will disentitle an Employee from receiving paid sick leave.

- 5.4.2 All Employees are entitled to sick leave each year if unable to work due to illness or injury, up to a maximum of 10 shifts per annum. Sick leave will accumulate from year to year so that any sick leave entitlement not taken in one year may be taken in any subsequent year. Accumulated sick leave will not be payable on termination of employment.
- 5.4.3 Payment for Sick Leave will be at the base daily rate of pay. Employees are not entitled to sick leave for any period in respect of which they are entitled to Workers' Compensation.
- 5.4.4 Employees are required to provide a medical certificate or other satisfactory evidence for any absence due to illness or injury on the last shift of the Employee's rostered cycle, last rostered shift prior to Annual Leave and the first rostered shift following Annual Leave.
- 5.4.5 An Employee who is genuinely ill or incapacitated will be entitled to only two single day absence per annum without being required to provide a medical certificate or other evidence acceptable to the Employer.
- 5.4.6 Notwithstanding anything contained elsewhere in this clause, the Company may require individual Employees to provide satisfactory evidence of illness or injury for any absence, including the provision of a medical certificate for single day absences, where the Employee's sick leave record is considered to be reflective of a pattern or has been excessive or repetitive. Employees will be notified in writing by the Company should they be required to comply with this subclause.

5.5 Carer's Leave

- 5.5.1 An Employee other than a casual is entitled to use up to 5 shifts of their accrued sick leave each year to care for members of his or her immediate family or household who are sick and require care and support.

This entitlement is subject to the Employee being responsible for the care and support of the person concerned. In normal circumstances an Employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

5.5.2 Notice Required

- 5.5.2.1 Before taking carer's leave, an Employee must give at least two (2) hours' notice before his or her next rostered starting time, unless he or she has good reason for not doing so.

5.5.2.2 The notice must include:

- (a) the name of the person requiring care or support and his or her relationship to the Employee;
- (b) the reasons for taking such leave, and
- (c) the estimated length of the absence.

- 5.5.2.3 If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone at the first opportunity.

- 5.5.2.4 The Employee must, if required by the Employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

- 5.5.2.5 An Employee may take unpaid carer's leave by agreement with the Employer.

5.6 Bereavement Leave

An Employee shall on the death of a wife, husband, de facto, father, mother, brother, sister, child, step-child, father-in-law or mother-in-law be entitled to leave at the base rate of pay for a period not exceeding two (2) work days on the occasion of each death.

Provided that, with the consent of the supervisor which consent shall not be unreasonably withheld, an Employee shall in addition to paid bereavement leave be entitled to unpaid bereavement leave of up to an additional three (3) working days.

5.7 Parental Leave

Employees are entitled to Parental Leave in accordance with Part VIA, Division 5 and Schedule 14, of the *Workplace Relations Act 1996* (Cth).

5.8 Jury Service

An Employee required to attend for jury service shall be entitled to have his/her pay made up by the Employer equal to his/her base rate of pay as for each day absent from work. The Employee shall give the Employer proof of such attendance and the amount received in respect of such jury service.

5.9 Unauthorised Absences and Abandonment of Employment

Any unauthorised absence will be subject to disciplinary action and may result in termination of employment. In the event of any unauthorised absence from work for two (2) days or more, the Employer will be entitled to treat an Employee as having abandoned his/her employment, and at the Employer's discretion the employment may be terminated without notice or payment in lieu of notice.

5.10 Payment for Leave

5.10.1 Payment for annual leave, long service leave and sick leave shall be at the rate of personal average shift earnings, calculated on a fortnightly basis in line with the normal pay period by reference to the previous twelve months or part thereof.

5.10.2 Payment for all other types of paid leave shall include base rate only.

6. Dispute Procedure

The aim of the dispute procedure is agreed by both parties to be:

- (a) To provide a mechanism to assist in the avoidance of grievances and/or disputes;
- (b) To provide a mechanism to process grievances and/or disputes in an orderly way without impacting adversely on the ordinary course of employment and the operation of the business;
- (c) To enable both parties to the Agreement to be able to process the grievance and/or dispute expeditiously.

6.1 In relation to any matter that arises by way of a grievance or a dispute between the parties, excluding disciplinary matters, or safety matters, the parties will:

6.1.1 In the first instance attempt to resolve the matter at the workplace.

6.1.2 The matter shall first be raised by the aggrieved Employee/ Employees with their immediate supervisor.

6.1.3 In the event that the matter remains unsolved within 48 hours following the discussion between the Employee/Employees and the supervisor, further discussions will be organised to include the Department Manager.

- 6.1.4 If the matter remains unresolved after a meeting with the Department Manager, then within 48 hours discussions with the General Manager or his nominee will be held.
- 6.1.5 The parties acknowledge the right of both to appoint another person to act on behalf of the party involved in the matter with a view to resolving the dispute and or grievance, and in particular the parties note the right of the Employee to be represented by the Union.
- 6.1.6 If the matter is still not able to be resolved after reference to the General Manager or his nominee, either party may refer the matter to mediation. The parties will agree on an appropriate Mediator.
- 6.1.7 If the matter remains unresolved after resort to mediation between the parties, then either party may refer the matter to the New South Wales Industrial Relations Commission (NSW IRC) for resolution by conciliation or arbitration. The parties agree to abide by the decision by recommending that the decision be accepted, in the case of the Union by the Employees, and in the case of the Employer by the Board of the Employer.
- 6.1.8 Both parties agree that at all times during the dispute procedure, up to and including the matter being referred and heard by the New South Wales Industrial Relations Commission that:-
- (a) The Employee or Employees concerned and all other Employees will continue to work in accordance with their contract of employment unless the Employee has a reasonable concern about an imminent risk to their health or safety.
 - (b) The Employee or Employees involved or all other Employees will not unreasonably fail to comply with a direction by the Employer to perform work, whether that work be at the same work place that was subject of the dispute or grievance, or at another work place, provided that that work is not outside of the Employee or Employees ability to perform and that it does not constitute any imminent risk to the Employee or Employees health or safety.
 - (c) Both parties agree that industrial action of any kind including strikes, lock outs, bans or limitations will not be resorted to, but the Employer will agree to reasonable and timely access for the Union to the Employees for the purpose of reporting back any decisions or recommendations by the NSW IRC.
 - (d) The parties agree that where the above procedures are followed, that no party shall be prejudiced as to the final settlement of the grievance or dispute by the adherence to the dispute resolution procedure and the continuance of work in accordance with this procedure.

7. Occupational Health and Safety

7.1 Aim

The Employer is committed to achieving the highest possible performance in Occupational Health and Safety with the aim of creating and maintaining a safe and healthy working environment for all persons employed or otherwise at the mine.

7.2 Responsibility of Employees

Comprehensive policies and procedures have been developed for the management of safety and health. It is the responsibility of all Employees to observe and comply with the safety requirements of the site, including the processes developed for resolving safety grievances.

7.3 Safety and Security

7.3.1 Induction

Employees will be inducted in all necessary safety and security requirements of the mine.

7.3.2 Adherence by Employees

All Employees shall comply with the safety and security policies and procedures that apply to the mine and adhere to the Employer's risk management systems.

7.3.3 Personal Identification

Employees shall display or produce on request their personal identification issued for that purpose by the Employer.

7.3.4 Mobile Telephones

Employees may not use mobile telephones in notified areas during working hours without the express approval of the Employer.

7.3.5 Breach

A breach of safety or security procedures is regarded as a serious breach of an Employee's conditions of employment and subject to consultation between the parties may result in termination of employment.

7.3.6 Smoking

The site is a non-smoking site.

7.3.7 Work Apparel

All Employees must wear prescribed work apparel in the workplace at all times.

7.3.8 Safety Equipment

All Employees must carry functioning prescribed equipment in the workplace at all times.

7.3.9 Drugs and Alcohol

The parties agree that as part of the safety and security procedures of the site that:

- (a) no alcohol is permitted on the mine site at any time; alcohol may only be permitted on the mine leases with express approval of the General Manager;
- (b) no narcotic drugs or drugs of addiction are permitted on the site at any time;
- (c) Employees that present themselves at work under the influence of either alcohol or narcotic drugs or drugs of addiction will be refused the right to work;
- (d) Employees found to be working under the influence of alcohol, narcotic drugs or drugs of addiction will be subject to summary dismissal;
- (e) Employees thought to be under the influence of alcohol or narcotic drugs or drugs of addiction will be required to submit to a breathalyser examination in the case of alcohol, or an appropriate medical test in the case of narcotic drugs or drugs of addiction.

The requirement to submit to such a test must be at the direction of the General Manager.

The failure to submit to such a test could result in summary dismissal;

- (f) all Employees as a term of their employment will be bound by the Employer's policies and procedures on drugs and alcohol in the workplace.

7.3.10 Contractors

In the event of a safety related incident, or in the opinion of the Employer, the reasonable prospect of an event with safety implications occurring or following a safety related event, the parties agree that the Employer will have the sole discretion to engage contract workers.

7.4 Procedure for Dealing with and Resolving Safety Issues

The steps to be taken are as follows:

- 7.4.1 When an Employee becomes aware of an unsafe situation, the Employee is required to rectify it, if it is within the Employee's range of skills/competencies and authority to do so. The Employee will inform the supervisor at the earliest appropriate time of the event.
- 7.4.2 If the Employee is not able to rectify the unsafe situation, the Employee is required to notify the Supervisor who will take all necessary steps to rectify the unsafe situation.
- 7.4.3 If there is to be any delay in rectifying the unsafe situation, the Supervisor responsible for that area will ensure that Employees who are working in the affected area are relocated to work in other safe areas until the unsafe situation has been rectified. Access to the unsafe area will be restricted.
- 7.4.4 Provided it is safe to do so, all Employees with appropriate skills will be used to restore safe working conditions and normal productive work will progressively resume in the affected area. A full risk assessment will be conducted and the necessary Job Safety Analysis developed and adopted as part of the Employer's risk management system.
- 7.4.5 The Employee may refer the unsafe situation to the Union Check Inspector who will be required to respond in a reasonable time.
- 7.4.6 If the issue is still not resolved, a Mines Inspector may be called to the mine to make a determination.

8. Counselling and Disciplinary Procedure

8.1 Consultation

Management and Employees will consult on a regular basis to ensure clear understanding by all parties of expected performance outcomes. Regular feedback by Supervisors should be given to Employees regarding such expected performance outcomes or behaviour.

8.2 Counselling

In the event that an Employee's actual performance is less than agreed or expected standards, the Employee will be counselled by his/her Supervisor to assist in meeting the agreed standards.

8.3 Disciplinary Procedure

Where counselling does not result in performance improving to meet required standards the following disciplinary procedure will apply:

8.3.1 First Warning

Where an Employee's performance is below performance requirements or in breach of site rules, statutory requirements or employment requirements, the Employee will be issued with a written warning. The Supervisor will clearly specify the performance that is expected and where the Employee is not reaching such expectations. The Supervisor will explore all reasons for such poor performance and seek to reach agreement on future performance objectives or behaviour.

The Supervisor shall inform the Employee that he/she may choose to have a nominated workplace representative present at this discussion.

The Supervisor will document the event in accordance with the format set out below:

evidence of sub standard performance or behaviour;

Employee's explanation;

a statement of remedial action required.

A copy of this document will be given to the Employee and the nominated workplace representative and a copy placed on the Employee's personnel file.

The first warning will lapse after 12 months

8.3.2 Final Warning

Where an Employee's performance persists below expected standards or there is a continuing breach of site rules, statutory requirements or employment requirements in spite of counselling and/or warning, as detailed above, the Employee will be interviewed by the Supervisor and the Employer's senior representative on the mine in the presence of the Employee's workplace representative.

If the Employee is not able to offer any reasonable explanation for the continuing sub standard performance or breaches, he/she will be issued with a final written warning which shall detail the facts discussed in the interview and advising that the consequences of continued sub standard performance or further breaches will be termination of employment without further warning.

The written final warning will lapse after six months.

8.3.3 Summary Dismissal

There will be occasions when the warning system is not appropriate, such as serious misconduct, in which case summary dismissal is the appropriate procedure. The Employee's workplace representative shall, where practicable, be informed of the circumstances prior to the dismissal. An Employee may be summarily dismissed only by the authority of the Employer's senior representative on the mine.

9. Redundancy

9.1 Definition

Redundancy means a situation where the Employer no longer requires a job an Employee has been doing to be done by anyone.

9.2 Eligibility

Employees must be employed for a minimum of one (1) year to qualify for a redundancy payment. Resignation, summary dismissal or any other type of termination does not entitle an Employee to a redundancy payment.

9.3 Payment

An eligible Employee who has been made redundant shall be paid in addition to the period of notice prescribed for ordinary termination in Clause 2.13, a payment in accordance with the following schedule:

Period of Continuous Service	Number of Weeks' Redundancy Pay	
	< 45 years of age	> or = 45 years of age
Less than one year	Nil	Nil
1 year and less than 2 years	4	5
2 years and less than 3 years	7	8.75
3 years and less than 4 years	10	12.5
4 years and less than 5 years	12	15
5 years and less than 6 years	14	17.5
6 years and less than 7 years	16	20
7 years and over	2 weeks per year for every additional year of service i.e. 7year service	
	18	22

Redundancy pay shall be calculated at the Employee's personal average shift earnings for the preceding 6 months or part there-of as the case may be.

10. Payment of Wages

The Employer will make payment of wages within four business days of the end of the fortnightly timekeeping period. Each Employee shall provide details of the Employee's account at a nominated financial institution and wages will be paid by electronic funds transfer to this account.

11. Anti Discrimination

The parties to this Agreement state their commitment to providing a work place that is free from any form of discrimination and/or harassment and in so doing recognise the right of the individual in the work place.

The parties to this Agreement are committed to ensuring the principle object of the *Workplace Relations Act* s3(j) together with all State and Federal Legislation in respect of discrimination, harassment and equal opportunity.

The parties agree that behaviour in breach of State and/or Federal Legislation in respect of discrimination and/or harassment will give rise to disciplinary procedures. Both parties recognise the obligation of all individuals in respect of the discrimination and harassment laws as being a condition of employment.

12. No Extra Claims

The parties to this Agreement acknowledge its terms and conditions cover all the circumstances expected on the site and therefore will not alter the Agreement during its term. The parties agree that no further claims in respect of either payment or conditions, including any arising from wage case decisions by the Australian Industrial Relations Commission or the New South Wales Industrial Relations Commission will be made.

THE UNION:	PERILYA BROKEN HILL LIMITED
Date:	Date:
Name in full - printed	Name in full - printed
Position	Position
Witnessed by	Witnessed by
Witness name in full – printed	Witness name in full – printed