

Registered
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ENTERPRISE AGREEMENT

NO. EA 98/177
.....

DATE REGISTERED 5-5-98
.....

PRICE \$ 224
.....

REGISTER OF
ENTERPRISE AGREEMENTS

PART 1 of 3

ENTERPRISE AGREEMENT NO: EA98/177

TITLE: Port Waratah Coal Services Limited Certified Agreement 1998

I.R.C. NO: 98/2162

DATE APPROVED/COMMENCEMENT: 5 May 1998 and commenced 18 February 1998

TERM: Expires 17 February 2000

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 112

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees at Carrington Coal Terminal, Kooragang Coal Terminal and associated wharf facilities at both locations where Port Waratah Coal Services operates its business. It does not apply to office staff or management staff.

PARTIES: Port Waratah Coal Services Limited -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, Federated Clerks' Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales, Transport Workers' Union of Australia, New South Wales Branch



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TITLE

The Agreement shall be known as the Port Waratah Coal Services Limited. **CERTIFIED AGREEMENT 1998.**

AREA, INCIDENCE AND PARTIES BOUND

Area

This Agreement will apply to the following locations where Port Waratah Coal Services operates its business:

Carrington Coal Terminal
Kooragang Coal Terminal
and associated wharf facilities at both locations.

Incidence

AGREEMENT from 18 February 1998 to 17 February 2000

Parties Bound

This Agreement will apply to:

Port Waratah Coal Services Limited, Kooragang Coal Loader Limited ("PWCS") and the organisations of employees listed below, (the "unions") and the PWCS employees who are/or are entitled to be members of those organisations (the "employees").

TRANSPORT WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH;

AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION, NEW SOUTH WALES BRANCH;

FEDEATED CLERKS' UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH;

THE AUSTRALIAN WORKERS' UNION, NEW SOUTH WALES

ELECTRICAL TRADES UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH;

CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION (NEW SOUTH WALES BRANCH)

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1 NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used to provide benefits in any other plant or enterprise.

2 SUPERSEDES ALL PREVIOUS INDUSTRIAL AWARDS AND AGREEMENTS INCLUDING THE 1995 CONSENT ENTERPRISE AWARD.

This Agreement will supersede all previous industrial awards and agreements.

Appendix 1 of this Agreement contains the agreed work practice changes.

Appendix 2 of this Agreement contains the only other side or site agreements applicable to this document.

3 INTENT

The intention of this Agreement is to regulate:

- a) The general employment conditions of those current and future PWCS employees covered by this Agreement.
- b) Set out in detail some of the more important work methods and procedures to be undertaken by those employees, and
- c) The remuneration arrangements for those employees.

4 LEADERSHIP - TEAM BASED STRUCTURES

Change cannot happen without the total commitment and direct involvement of management, employees and the unions. The success or failure of the comprehensive changes required rests squarely upon those people who lead the organisation. They must be prepared to guide and teach by personal example. This includes management, unions, and employees who all need to be part of the change.

5 TRAINING

The parties to this agreement agree to the ongoing development of a highly skilled and flexible workforce. This will require a continual process of improving existing employee skills and knowledge and revision of organisation and employee requirements.

Providing opportunities for employees to achieve the agreed skills and the utilisation of those skills and knowledge, including sharing of skills and knowledge with other employees is the foundation of the system. All training will be competency based to enable employees to progress within the classification structure.

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9 TRAINING COMMITTEE

The parties are committed to continuing the site base training committees consisting of both employee and management people.

10 TRADE UNION TRAINING

Each Union shall be entitled up to twenty (20) days (non accumulative) recognised trade union training per year.

The trade union training is to be held at a recognised trade union training centre in Australia and attendees are to be nominated by their trade union. Notice and details of the course should be given to PWCS as early as possible. Payment of wages whilst training shall be at the rate that the employee would have earned if the employee had been at work.

11 APPRENTICE TRAINING

The parties agree that individual training plans are to be developed, taking into account the apprentice's development needs and the sites capacity to provide it.

It is imperative that on the job training and practice is timed appropriately and complements the formal training component of the apprenticeship.

12 WORK FLEXIBILITY

For the purposes of improving productivity and skills development, employees will be offered training and opportunity to broaden their range and application of skills. This Agreement will allow employees to perform agreed tasks within the scope of their skills and competence.

13 EDUCATION ASSISTANCE

Consistent with the Human Resources Policy (Doc. No. HR-50-02) on Education Assistance, employees will be able to seek Company assistance with education.

14 HIGHER DUTIES

An employee when carrying out duties at a higher position than their ordinary classification, shall have the appropriate skills and level of competence necessary to perform these higher duties. An employee will not be disadvantaged during the relief of another employee.

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15 EMPLOYMENT DETAILS

Security of Employment

- a) PWCS recognises the importance of its people and the contribution made by them. It is not intended that retrenchment either forced or voluntary will be as a direct result of this Industrial Agreement.
- b) Where an employee's position is displaced by changes arising from this Agreement, they will be offered an alternative position with appropriate accredited training and maintenance of existing classified rate.

No Extra Claims

The Unions and the employees undertake that for the period of this Agreement they will not pursue any extra claims.

16 DEFINITIONS

In this Agreement:

"Daywork" means work performed at the ordinary hourly rate between 6am and 5pm Monday to Friday inclusive (as expanded in clause 27 (a)).

"7:1 Daywork Roster" shall be an eight week cycle roster, employees shall average 35 ordinary hours per week Monday to Friday over the 8 weeks. Employees shall average 40 hours per week over 7 of the eight weeks exclusive of an unpaid meal break provided that a Dayworker working this roster shall be rostered off for one week during the 8 week cycle.

"Ordinary Hourly Rate" means the weekly wage rate prescribed divided by thirty - five (35).

"Overtime" means time worked in excess of or outside the ordinary hours of work as defined in clause 27 of this Agreement.

"Shiftwork" means all work performed on shifts extending for at least four (4) weeks. Such work (unless otherwise agreed) shall rotate so that within a period of each four (4) consecutive weeks an employee will have worked day, afternoons and night shifts.

"Continuous shiftwork" means work carried out according to a continuous shift process with consecutive shifts of employees throughout twenty-four (24) hours per day.

"Seven Day Continuous shiftwork" means 24 hours per day 7 days per week.

"Terminal" means a location where PWCS carries out its business.

17 QUALIFICATIONS, DUTIES AND RESPONSIBILITIES

All new employee operators shall commence employment as Operator Level 1 with the opportunity for advancement to other positions when such other positions are available and they have the necessary qualifications and training for such positions.

The qualifications, duties and responsibilities of the classifications covered by this Agreement are as follows:

"Operator Level 1" shall be an employee whose principal duties include the driving and/or operating of motor vehicles, cranes and/or machines, including shiploading, stacking and/or reclaiming machines, front-end loaders and other similar equipment. This operator will also be engaged in the receiving, tipping, stacking, crushing, blending, shovelling, carting, sampling and loading of coal onto and/or into motor wagons, rail trucks and/or hoppers and/or conveyor belts and/or ships and be engaged in marshalling and routine servicing and/or maintenance and/or operation of ancillary equipment incidental thereto, including but without limiting work currently being carried out at both terminals and associated wharf locations at the time of this Agreement coming into effect. Operators Level 1 shall be interchangeable and be able to perform all/any of the aforementioned types of work. Employees in this classification will be expected to perform all duties within the classification and any other functions and duties of which they are capable and qualified to perform, thereby eliminating lines of demarcation and ensuring they are gainfully employed at all times and are using all their skills taking into account appropriate callings.

"Operator Level 2" shall be an employee who so designated by PWCS who is competent and proficient in performing all of the duties of Operator Level 1. An Operator Level 2 will be required to carry out all the duties of an Operator Level 1. Employees in this classification will be expected to perform all duties within the classification and any other functions and duties of which they are capable and qualified to perform, thereby eliminating lines of demarcation and ensuring they are gainfully employed at all times and are using all their skills taking into account appropriate callings. An Operator level 2 shall gain a basic understanding of the control rooms functions and processes.

"Senior Operator" shall be an employee, so designated by PWCS, who is proficient in all of the duties of an Operator Level 2. In addition to carrying out the duties of an Operator Level 2, the Senior Operator is required to personally direct the work and/or conduct during working hours of Operators Level 1 and Operators Level 2 and shall act in the capacity of a main control room operator, when required. Employees in this classification will be expected to perform all duties within the classification and any other functions and duties of which they are capable and qualified to perform, thereby eliminating lines of demarcation and ensuring they are gainfully employed at all times and are using all their skills taking into account appropriate callings.

PWCS shall notify all employees of the name of Senior Operators and, where practicable, the duration of time that such persons are likely to be acting in such capacity.

A Senior Operator shall not have the power to employ or terminate other employee's services.

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"Assistant Wharf Foreman" Shall be an employee so designated by PWCS who is proficient in all the functions and duties of a level 2 operator and is responsible for directing the safe loading of vessels in accordance with vessel and terminal requirements under the supervision of the Wharf Foreman.

This employee in addition to the Level 2 skills is required to have successfully completed the Assistant Wharf Foreman training program and demonstrated competence in directing vessel loading.

Employees in this classification will be expected to perform all duties within this classification and any other function and duties of which they are capable and qualified to perform, thereby eliminating lines of demarcation and ensuring they are gainfully employed at all times and are using all their skills taking into account appropriate callings.

"Tradesperson" shall be so designated by PWCS and who is a duly qualified electrical and/or mechanical tradesperson whose principal duties shall be servicing and/or maintenance work associated with all electrical and mechanical equipment used by employees. If tradespersons hold qualifications to operate plant they may be required to operate same in circumstances of maintenance and servicing, provided always employees in this classification will be expected to perform all duties within the classification and any other functions and duties of which they are capable and qualified to perform, thereby eliminating lines of demarcation and ensuring they are gainfully employed at all times and are using all their skills taking into account appropriate callings.

"Foreman" Shall be an employee, - so designated by PWCS who is proficient in all the duties of Operator Level 2, be competent in either the functions of Control Room operations or Assistant Wharf Foreman and has the ability to lead positively. The foreman will be responsible for supervising, directing and instructing employees within Terminal operations or vessel loading operations.

Employees in this classification will be expected to perform all duties within this classification and any other function and duties of which they are capable and qualified to perform, thereby eliminating lines of demarcation and ensuring they are gainfully employed at all times and are using all their skills taking into account appropriate callings.

"Acting Supervisor" Is a person so designated by PWCS. From time to time employees may be required to relieve Supervisors. This will be done in accordance with PWCS policy.

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18 TERMS AND CONDITIONS OF EMPLOYMENT

- a) **Permanent or (Full-Time) Employment**
Permanent (full-time) employees shall be employed and paid on a weekly basis. All new employees shall serve an eight (8) week probationary period. If an employee does not pass PWCS training during this period or is unable to carry out the duties he/she was engaged to perform at the end of the period their employment may be terminated with one weeks notice.
- b) **Casual Employment**
- i) A casual employee is one engaged and paid as such and whose employment may be terminated on one hours notice.
 - ii) At the time of engagement an employee will be notified in writing that the engagement is on a casual basis.
 - iii) A casual employee for working ordinary time will be paid at the appropriate level hourly rate prescribed under the Agreement for the work performed plus twenty (20) percent. For work Monday to Friday they are paid the ordinary rate plus 20% plus shift loading as detailed in clause 27 (b) iv. On weekends the appropriate overtime rate plus 20% will be paid.
 - iv) No casual employee shall be employed for less than seven (7) hours on any one day.

19 TERMINATION

- a) **Voluntary Resignation**
- i) The minimum period of notice required to be given by an employee is one calendar week. All resignations must be verified in writing and nominate a specified date as the last day of employment.
 - ii) Payment of outstanding wages, accrued Annual Leave and loadings, Long Service Leave in accordance with Legislation, Sick Leave and Public Holidays shall be paid (deposited) on the last day of employment.
- b) **Notice of Termination by PWCS**

PWCS will give the following period of notice of termination of employment of an employee or payment in lieu of notice:

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

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- c) If unresolved at this level the employee and/or union delegate shall consult with the appropriate department head or if the department head is absent or unavailable with the department head's nominated representative, provided that if the grievance arises on afternoon shift or night shift and is unable to be resolved it shall be the subject of discussion on the next normal working day, provided always there is compliance with subclause (h) and (i) of this clause.
- d) If the matter remains unresolved the union delegate shall inform an official of the union concerned of the nature of the issue in dispute and discussions shall be held between the appropriate department head and/or PWCS's nominated industrial representative and the union official and/or delegate(s). See subclause (g) for timeframe. The SBU may be called upon to resolve any outstanding industrial issues that affects both sites.
- e) If the matter remains unresolved it shall be referred to the State or National office of the union and discussions shall then be held between PWCS's nominated representatives and the representatives of the State or National office of the union.
- f) If agreement has not been reached the matter shall then be referred to the Industrial Relations Commission (IRC) for conciliation or if necessary by arbitration.
- g) It is agreed that the procedure outlined above shall be implemented as expeditiously as possible and, should any party feel that undue delay is being occasioned at any step in the procedure, then it may with notification to the other party to seek to have the next step in the procedure initiated forthwith.
- h) Whilst the above procedure is being followed, work shall continue as normal except where there is an issue where people's health and safety would be threatened if they were to continue to work.
- i) The status quo before the emergence of the grievance or dispute shall continue whilst the above procedure is being followed. For this purpose "status quo" means the work procedures and practices in place immediately prior to the change that caused the dispute.

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23 WAGE RATES

The rates of pay herein are "total" and / or "paid rates" payable for individual classifications. Such rates comprehend all Agreement entitlements including, but without limiting the generality to payments for travelling time, travelling allowances, fares, excess fares, site disabilities such as space, height, dirt, mud, dust, coal sludge, waste and all abnormal conditions encountered when working with coal; irregularity of work, industry or special allowances, compensation for travel patterns, mobility etc. inclement weather, isolation, allowances, damage to clothing and any other similar or like payment but excludes those payments contained in clause 24 of this Agreement

Classification	Base % Rate	Weekly Rate	Weekly Rate
		1 st 5% Increase (Upon operative date)	2 nd 5% Increase (12 months after operative date)
Operator Level 1	100%	724.23	760.44
Operator Level 2	101.5%	735.08	771.85
Senior Operator	110%	796.65	836.48
Assistant Wharf Foreman	111%	803.89	844.00
Foreman	112.5%	814.76	855.50
Tradesperson	110%	796.65	836.48

NOTE

- The Assistant Wharf Foreman Rate and the Senior Operator rate are all purpose for the time worked.
- No employee will be disadvantaged in pay rate by the introduction of the competency base classifications.

24 ALLOWANCES

An allowance will be paid in addition to the rates of pay prescribed in clause 23 of this Agreement, where applicable, as follows:-

a) Tools

Tradesperson shall be paid an allowance of 52.5 cents per hour for every hour worked or part thereof in respect to supplying an adequate set of tools to perform the task required by trades personnel.

Payment is subject to the employee maintaining an adequate set of tools.

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b) Telephone

Employees who provide PWCS with their current telephone number of a phone installed in the employee's residence for PWCS to notify of PWCS work requirements outside normal working hours, will have the single domestic base phone rental reimbursed in an quarterly allowance payment.

c) Licences

Employees shall be reimbursed by PWCS, for any statutory licences or certificates required by PWCS.

Provided that where an employee has had any statutory licence or certificate suspended or revoked as a consequence of the employee's own actions, PWCS shall not be responsible for any costs incurred in renewing such licence or certificate. A pro rata rate shall apply to trainees, part time, or casual employees.

d) Laundry

- i) Each employee issued with industrial clothing shall receive a laundry allowance paid at the rate of \$14.70 for Monday through to Friday for any week during which the employee works.
- ii) Each employee on a seven day continuous roster issued with industrial clothing shall receive a laundry allowance paid at the rate of \$17.64 for each week during which the employee works.
- iii) Each employee issued with industrial clothing shall be paid an additional amount of \$2.94 per day as laundry allowance for any work performed on a day other than a rostered day during which the employee works more than four hours provided that only one payment per day can be made.

e) Banking Allowance

Employees shall be paid a banking allowance of \$52.50 per annum. This allowance shall be paid in advance during July each year.

25 SUPERANNUATION

a) Permanent/Fixed contract Employees:

The company will make superannuation contributions of 14.5%, inclusive of the Superannuation Guarantee Levy. Superannuation contributions will be calculated based on the employee's base weekly wage rate as defined in Clause 23. Superannuation contributions will be made to the Superannuation Trust of Australia, Stevedoring Employees Retirement Fund, or any other superannuation fund nominated by the Company, subject to the superannuation fund's acceptance of the employee's application to become a member of

the superannuation fund, and the Company being a participating employer of the superannuation fund.

b) **Casual Employees:**

The Company will make superannuation contributions in accordance with the Superannuation Guarantee (Administration) Act 1992. Contributions shall be calculated at the employee's "earnings base" as defined by the Superannuation Industry (Superannuation) Act."

The Company will make superannuation contributions in accordance with the Superannuation Guarantee (Administration) Act 1992. Contributions shall be calculated at the employee's "earnings base" as defined by the Superannuation Industry (Superannuation) Act. Superannuation contributions will be made to the Superannuation Trust of Australia, Stevedoring Employees Retirement Fund, or any other superannuation fund nominated by the Company, subject to the superannuation fund's acceptance of the employee's application to become a member of the superannuation fund, and the Company being a participating employer of the superannuation fund."

26 PAYMENT OF WAGES

- a) Payment of wages including meal monies shall be paid by Electronic Funds Transfer into an approved financial institution nominated by the employee and as agreed to by PWCS, e.g. mainstream banks, building societies and credit unions.
- b) In the computation of overtime, each day or shift shall stand alone and portions of hours shall be taken to the next quarter of an hour.
- c) In the event that a malfunction causes the electronic transfer of an employee's wages to a nominated account to be delayed, and such malfunction is clearly the fault of PWCS, payment will be made to the employee by PWCS on the following day, or in the event that PWCS's pay office is closed on that date, the first date thereafter that PWCS's pay office is staffed during normal office hours.
- d) The pay week will start on the first shift Monday and conclude last shift Sunday. All wages shall be paid weekly not later than Thursday. Payment for any overtime worked after the normal finishing time on the last day of the pay week shall be paid to the employee on the next succeeding pay day. Each employee shall be provided with a pay envelope, docket or other form of receipt of wages on which there shall be included the following details and any other minimum requirements of the Industrial Relations Regulations.
- i) The name and classification of the employee;
 - ii) The gross amount earned;
 - iii) Taxation deductions;
 - iv) Any other deductions;

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- v) The net amount received by the employee;
- vi) An itemisation of overtime earnings;
- vii) Number of ordinary hours worked;
- viii) Number of overtime hours worked;
- ix) Non-taxable items;
- x) Meal allowances;
- xi) Disbursement details;
- xii) Superannuation contributions.

27 HOURS OF WORK, OVERTIME

a) Daywork

- i) Ordinary hours of work exclusive of paid meal breaks shall not exceed thirty-five (35) hours per week except in the case of a person working the 7:1 daywork roster.
- ii) The ordinary hours of work shall be limited to seven (7) hours, or in the case of a 7:1 dayworker will average 35 hours / week Monday to Friday over an eight week cycle.
- iii) An employee who is not in attendance at the terminal, or other agreed starting place at the agreed starting time or who fails to complete his normal rostered day shall be paid only for the actual hours worked.
- iv) Following consultation with employees PWCS may alter the time or times fixed in accordance with subclause (a)(ii) of this clause by notice posted for seven (7) days at the terminal or other agreed starting place. In cases of emergency, such time or times may be altered on shorter notice by agreement with the employee or employees affected, provided that notification of such alteration is given to an accredited union representative.

b) Shiftwork other than seven (7) day continuous shiftwork

- i) The ordinary hours of work for shiftwork, other than seven (7) day continuous shiftwork shall be an average of thirty-five (35) hours per week over the full cycle of the relevant work roster and shall be worked in five (5) shifts not exceeding eight (8) hours, inclusive of thirty (30) minute meal break per shift for rotating shiftworkers, between the commencing time of the night shift beginning on Sunday and the commencing time of the night shift beginning on the following Friday.
- ii) "Day Shift" means any shift finishing after 1pm and at or before 4pm.
"Afternoon shift" means any shift finishing after 9pm and at or before midnight.
"Night shift" means any shift finishing subsequent to 5am and at or before 8am.
Unless otherwise agreed between PWCS, the employees and the unions such shifts shall rotate.
- iii) The method of working shifts and the time of finishing shifts, once having been fixed, may be varied by agreement between PWCS and the employees affected, provided the union is notified of such agreement, provided always that if no agreement is reached seven (7) days notice of any alteration will be given by PWCS to the employees concerned.

- iv) Employees required to work on day, afternoon or night shifts, Monday to Friday, not being holidays prescribed in clause 35 hereof, as part of their ordinary hours of work, shall be paid for such ordinary hours of work in addition to their ordinary rate of pay the following shift premiums:

Day Shift	-	No additional payment
Afternoon Shift	-	27.5% of the ordinary rate of pay
Night Shift	-	55% of the ordinary rate of pay

c) Seven Day Continuous Shiftwork

The ordinary hours of employees working seven day continuous shiftwork shall average thirty-five (35) hours per week inclusive of meals; provided that, where PWCS and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of thirty-five (35) hours per week is achieved over a period which exceeds twenty-eight (28) consecutive days.

- i) The method of working and the time of commencing and finishing the shifts referred to in subclause (c) of this clause will be determined between PWCS and its employees and in the absence of agreement by seven days notice from PWCS to the accredited union representatives to suit the circumstances of the establishment, or in the event of disagreement, by the Industrial Commission.
- ii) Within the limits prescribed in this clause, PWCS shall fix the time or times at which various employees shall be in attendance at the terminal, or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced for those employees in attendance at the time or times so fixed.
- iii) The shift work premium for 12.5 hour shift seven (7) day continuous shift work will be 63.93% for each rostered shift. All rostered shifts will be paid at ordinary rate plus this premium. This allowance reflects an average of shift premiums, weekday and weekend penalty rates and overtime rates over each roster cycle.

d) Overtime

For all overtime worked, payment shall be made at the following rates:

- i) Monday to Saturday - double ordinary rate.
- ii) Sunday - two and one half time ordinary rate.
- iii) Public Holidays - triple ordinary rate for all time worked.
- iv) Christmas Day and Good Friday - three and a half times the ordinary rate for all time worked.

Where an employee is required to work overtime after ordinary hours of work and was not notified of such requirement prior to ceasing employment on the previous day and there is no public transport available and the employee is unable to return home by his/her normal means of transport and alternative arrangements cannot be made, the employee shall be transported home.

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An employee requested to work on a Saturday, Sunday or Public Holiday shall be paid a minimum of 6 hours at the appropriate rate of pay. Nothing in this clause shall prevent the payment of an alternative minimum where agreement has been reached to work pre-notified overtime.

28 VARIATION TO SHIFT ROSTERS

- a) Subject to the requirements of clause 27 of this Agreement, the method of working shifts and the time of finishing shifts, once having been fixed, may be varied by agreement between PWCS and the employees affected, provided the union is notified of such agreement and provided always that seven (7) days' notice of alteration is given by PWCS to the employees concerned.
- b) An employee required to work on a Saturday shall be paid at the rate of double time for all time worked, with a minimum payment of six (6) hours at the appropriate rate of pay whether the employee works for that period of time or not. Nothing in the clause shall prevent the payment of an alternative minimum where agreement has been reached to work pre-notified overtime.
- c) An employee required to work on a Sunday shall be paid at the rate of double and one half for all time worked, with a minimum payment of six (6) hours at the appropriate rate of pay whether the employee works for that period of time or not. Nothing in the clause shall prevent the payment of an alternative minimum where agreement has been reached to work pre-notified overtime.

29 SWAPPING ROSTERED SHIFTS

Employees may swap rostered shifts by private arrangement between each other provided that:

- a) Both employees obtain their Supervisor's prior approval.
- b) Time records show the employee who actually worked the shift and the employee who was rostered to work the shift.
- c) There is no cost incurred by PWCS due to these private arrangements.
- d) No danger to employee safety arises from the shift swap.

30 EXCESS HOURS

In addition to the penalty rates payable under this Agreement, where any employee including 7 day shift workers works for more than thirteen (13) hours on any day inclusive of unpaid meal breaks, such employee shall be paid the appropriate amount set out hereunder:-

- a) Where the overtime hours are worked in excess of thirteen (13) hours and for overtime worked prior to the commencement of a normal weekday shift as aforesaid, the rate shall be \$5.90 per hour.
- b) Where the overtime hours are worked after the employee's normal finishing time on a normal shift - \$3.00 per hour for each hour worked in excess of thirteen (13) hours as aforesaid.
- c) Where day work operations are continued the twelve (12) hours provision inclusive of unpaid meal breaks will be retained in lieu of a thirteen (13) hours provision and paid as per (a) and (b) above.

31 10 HOUR BREAK

- a) **Monday to Friday**
An employee who is requested to work overtime between the finish of ordinary work on one day and the start of their ordinary work on the next day shall be entitled to a break of at least 10 consecutive hours off duty before the start of such ordinary work. There will be no loss of pay during the 10 hour break.
- b) **Weekend Overtime and Public Holidays**
 - i) Employees working overtime on weekends or public holidays shall be entitled to a ten (10) hour break before recommencing work on their next ordinary shift.
 - ii) However a ten (10) hour break will not be applicable where the last overtime shift on a weekend or public holiday adjoins an employees next rostered ordinary shift.

An employee who is required to work his next ordinary shift without having a 10 hour break (subject to 31(b) above) will be paid at double time until a 10 hour break is taken.

32 CALLOUT

- a) An employee called out for work shall be paid for at least six (6) hours work for the task as defined by the callout at the appropriate rates of pay.
- b) Nothing in this clause shall restrict PWCS in requesting employees to be available for early starts, i.e. prior to normal starting time and which continues into ordinary time - provided always that a minimum of two (2) hours payment at the appropriate overtime rates is guaranteed and that notification of such early starts is given during the previous day or shift cycle.
- c) An employee called in to work and who is at work for more than six (6) hours shall be paid in addition one half hour travelling time at the prevailing rate.
- d) For meal break, see clause 33 (e).

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33 MEALS

a) Meal Breaks: Day Work

- i) The parties recognise the need to stagger the midshift unpaid meal break of not less than 30 minutes, over a period of 2 hours, after the completion of 4 hours work, in order to maximise operational efficiency and ensure continuity of operations.
- ii) Meal breaks will be co-ordinated within the team and be varied to ensure continuity of operation.

b) Meal Breaks: Shift Work other than seven (7) day continuous shiftwork

- i) The parties recognise the need to stagger the midshift meal breaks of not less than 30 minutes, over a period of 2 hours, taken after completion of 4 hours work, in order to maximise operational efficiency.
- ii) Meal breaks will be co-ordinated within the team and be varied to ensure continuity of operation.

c) Meal Breaks: Seven (7) day continuous shiftwork

Employees working the 12.5 hour seven day roster will have a minimum of two paid meal breaks totalling not less than 60 minutes during each shift. The parties recognise the need to stagger meal breaks in order to maximise operational efficiency. This is to allow opportunity for meals to be taken at times convenient to the individual employee's needs and the needs of the business.

The first meal break will not commence until employees have been at work for at least three hours. Employees will not be required to commence the second or subsequent breaks within an unreasonable period after completing the one prior.

Refreshment and meal breaks will continue to be managed within the teams at each terminal. Health and safety aspects associated with working extended shifts are recognised and reasonable breaks will be given to each employee during the currency of each 12.5 hour shift (see clause 34 Refreshment Breaks).

d) Meal breaks and Allowances on Overtime

- i) When an employee continues at work for more than an hour after the usual ceasing time the employee is entitled to a paid meal break of not less than 30 minutes. An additional meal break shall occur after each additional 4 hours worked.
- ii) A meal allowance of \$13.65 shall be paid for each meal break on overtime that notification has not been given by the completion of the previous shift.

e) Meal Breaks on Callout

An employee called out for work shall be entitled to a meal break not less than 30 minutes and a meal allowance four (4) hours after the start of work and every four (4) hours worked thereafter.

f) Meal Breaks on Pre Notified Overtime

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After each four hours of work on pre-notified overtime, an employee shall be entitled to a 30 minute meal break.

g) **Meal Breaks: Special Conditions**

- i) An employee required to work through the nominated time period as defined in clause 33 (a) and 33 (b) shall be paid an additional payment of one (1) ordinary hour for day workers and half (1/2) an hour for shift workers. The meal break should be taken at the earliest opportunity with no loss of allowances and/or shift penalties.
- ii) When an employee is called upon to work in excess of one and a half (1 1/2) hours, but less than four hours, before the normal commencement of the shift, a paid crib break of fifteen (15) minutes shall be allowed provided that the break is completed prior to the start of their normal shift.

34 REFRESHMENT BREAKS

Where practicable, tea and coffee making facilities will be provided by PWCS without cost to the employees and such facilities shall be located in a place convenient to the work area.

Employees will be permitted to take advantage of the tea and/or coffee making facilities during working hours provided always that before leaving their place of work the employees must ensure, by arrangement with the team, that if necessary, relief personnel is available and there will be no disruption to continuous operations.

35 PUBLIC HOLIDAYS

- a) Employees, other than casual employees, shall be entitled to the following holidays without deduction of pay; provided that if any other day be gazetted, by a State Act of Parliament or State Proclamation, substituted for any of the said holidays, the day so substituted shall be observed:-
- b) New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight-hour Day, Christmas Day, Boxing Day, Newcastle Show Day, Easter Saturday (when gazetted).
- c) Payment for all hours worked on public holidays will be at the rate of triple time for all time worked except 25 December and Good Friday which will be paid at the rate of triple and one half time.
- d) For seven day continuous roster shift workers rostered to work will be paid in accordance with Clause 35 (c) plus the shift work premium.
- e) If a public holiday falls on a Saturday or Sunday and an additional day is gazetted then this day will be treated as the public holiday.

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- f) An employee who without the permission of PWCS, or without reasonable cause, is absent from duty on the day immediately preceding or following any public holiday will forfeit payment for that public holiday only.
- g) Once commencing work on a public holiday the employee shall continue to receive payment at the public holiday rate until relieved from duty.
- h) However where an employees next ordinary shift adjoins the last overtime shift of the public holiday the employee shall receive normal rates of pay for that ordinary shift.

36 UNION PICNIC DAY

- a) The first Monday in November shall be recognised as the Unions' Picnic Day.
- b) Payment and conditions as per public holiday clause outlined in this Agreement.
- c) The Union picnic day may be changed by agreement.

37 ANNUAL LEAVE

- a) Subject to both coal terminals being operational and continuously maintained 24 hours per day, 7 days per week, as required, whether by the working of shiftwork, which may be continuous or by overtime working as agreed. All employees shall be entitled to a total of 175 hours annual leave for each period of 12 months continuous service with PWCS.
- b) An employee shall, at the time of entering upon a period of annual leave, be entitled to an additional loading in respect of the period of employment to which the said leave is referable, calculated on the basis of 175 hours ordinary pay at 45% annual leave loading.
- c) If a holiday provided for under this Agreement falls within an employee's period of annual leave and is observed on a day which, for that employee, would have been an ordinary working day, or in the case of a seven (7) day or continuous shiftworker, would have been a rostered day off, one (1) day or shift being an ordinary working day or shift shall be added to the employee's period of annual leave.
- d) Where, after one (1) month's continuous service, an employee resigns or the employment is terminated by PWCS, the employee shall be paid their ordinary rate of pay and annual leave loading for any accrued and untaken annual leave entitlements pursuant to subclause (b) of this clause on a pro-rata basis.
- e) The unions, the employees and PWCS shall co-operate to ensure that the taking of annual leave is, as far as practicable, evenly distributed throughout each calendar year.

38 LONG SERVICE LEAVE

- a) All employees other than specified in subclause (b) of this clause shall be entitled to and receive long service leave based on the calculation of:
- i) Thirteen (13) weeks leave for eight (8) years service.
 - ii) 1.825 weeks leave for every further period of one years service for all employees with continuous service in excess of eight (8) years as from 1 October 1983.
- b) Employees of Kooragang Coal Loader Limited and former Maritime Services Board - Hunter Ports Authority who commenced employment with the PWCS Group on or before the 24 October 1991, shall be entitled to and receive long service leave based on the calculation of:
- i) Eight and two-thirds (8+2/3) weeks after 10 years service.
 - ii) 2.143 weeks for every period of one years service thereafter.
- c) In all other aspects, other than (a) and (b) of this clause, the conditions of the Long Service Leave Act, 1955, as amended shall apply.
- d) One week is assumed to be 35 ordinary hours of work for this clause.

39 SICK LEAVE

- a) An employee absent from their normal rostered shift due to personal ill health shall be paid at the ordinary rate of pay up to a maximum of seven (7) hours for a dayworker and a maximum of ten (10) hours for seven (7) day continuous roster employees during such absence under the following conditions.
- i) The supervisor shall be advised prior to the commencement of such absence (circumstances that prevent prior notification will be taken into consideration).
 - ii) For absences of greater than two (2) days, in addition to the notification above, a medical certificate and/or a statutory declaration shall be required on request.
 - iii) Should an employees sick leave absences appear excessive or demonstrate a pattern they will be counselled in accordance with the company policy. Should excessive absences still occur or should a pattern remain the company may request a medical certificate for each subsequent absence.
- b) Employees sick leave credits are allocated under the following guidelines:
- i) On the first day of July each year employees with service of at least three (3) months shall accumulate ninety one (91) hours sick leave.
 - ii) A new employee after completing three months continuous work shall accumulate from their commencement date with the company to 1 July a pro-rated amount of the annual sick leave entitlements.
 - iii) A new employee employed on a fixed contract after completing three (3) months continuous service shall accumulate 91 hours for each one year period or a pro-rated amount of hours to the nearest hour if the period is less than one year.

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- iv) On the first day of July each year employees working on the 7 day continuous shift roster shall be credited with an additional thirty nine (39) hours that shall be available to these employees in conjunction with the current year's accumulation. These additional hours shall not accumulate and shall not be available for pay out.
- v) Employees rostered to the 7 day continuous shift roster during the year will have the additional thirty (39) hours credited on a pro-rated basis. These additional hours shall not accumulate and shall not be available for pay out.
- c) Untaken sick leave shall accumulate each year. Where an employee has accumulated in excess of fifteen (15) days sick leave he/she may elect during the month of July each year to accept payment for any accumulated sick leave greater than fifteen (15) days (105 hours).
- d) Employee who leaves PWCS with service of twelve (12) months or greater shall be entitled to payment for any accumulated sick leave.
- e) Employee who is sick or injured for a period of five (5) or more consecutive days whilst on long service leave or annual leave shall redeem the effected leave entitlement under the following conditions:
 - i) Notification of the illness or injury to PWCS during the period of leave (not on return to work).
 - ii) The illness or injury is supported by a medical certificate stating period that the employee is unable to derive benefits from such leave.
 - iii) Annual leave loading already paid to the employee will not be recovered and redeemed leave shall not have any loading.
- f) Former employees of the Kooragang Coal Loader (KCL) and MSB may have sick leave which is not eligible for pay out. A register of such leave entitlement will be maintained by PWCS. This leave will be available to these employees after exhaustion of existing credits.
- g) Additional sick leave may be granted at the discretion of PWCS, whose decision shall be final.

40 BEREAVEMENT LEAVE

An employee shall, on the death, of the spouse (including a defacto spouse), father, mother, step-father, step-mother, grandparents, grandchildren, parents-in-law, brother, sister, brother-in-law, sister-in-law, child or stepchild of the employee provided evidence satisfactory to PWCS of such relationship and death of the abovementioned is produced, be entitled to special Bereavement Leave, if such leave is necessary to arrange for and/or attend the funeral of the deceased, as follows:-

- a) An employee shall be entitled to leave for any unworked part of an ordinary day or ordinary rostered shift, during which the employee was notified of such death and thereafter up to three (3) ordinary working days or ordinary rostered shifts. Payment is at the ordinary rate pay.
- b) Bereavement leave does not extend a period of annual leave, long service leave or any other form of leave which the employee may be taking at that time.

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41 JURY SERVICE

- a) An employee shall notify PWCS as soon as possible of the date upon which attendance at jury service is required.
- b) PWCS once notified of the employee's requirement for jury service and with agreement of the employee shall organise the employee's roster to minimise the effect of such service.
- c) An employee required to attend for jury service during ordinary working hours shall be reimbursed by PWCS an amount equal to the difference between the amount paid in respect of such attendance for jury service and the ordinary rate of pay and shift penalties the employee would have received had the employee not been on jury service.
- d) The employee shall give PWCS proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

42 PARENTAL LEAVE

All employees with a minimum of 12 months continuous service at the date of commencing such leave shall be entitled to unpaid Maternity, Paternity or Adoption Leave in accordance with the appropriate Legislation.

43 FAMILY LEAVE

Employees may use sick leave entitlements accrued after 3 February 1995 to provide care or support for a member of the employee's family who is ill.

The use of sick leave will be as per clause 39.

- a) The employee must have responsibility for the care of the family member concerned.
- b) The family member being either:
 - i) A member of the employee's household; or
 - ii) A member of the employee's immediate family (as defined in the Sex Discrimination Act 1984).

44 MILITARY LEAVE

All employees who are part time volunteers with the Australian Defence Reserves are eligible for Military Leave.

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Employees are entitled to a maximum of two weeks Military Leave in each calendar year. Any absence in excess of two weeks must be treated as Annual Leave, Long Service Leave or Leave Without Pay.

The Company will make up the difference between the employee's basic weekly rate of pay and the payment they receive from the Defence Forces.

45 LEAVE WITHOUT PAY

Leave Without Pay (LWOP) is approved leave for which employees do not receive payment.

LWOP is granted at an employee's request, usually in addition to some other leave taken but entirely at the Company's discretion.

When granted, periods of unpaid leave do not break an employee's continuity of service.

LWOP taken for the reasons listed below counts as service for Long Service Leave purposes and company contributions to the appropriate superannuation fund shall continue for such things as:

- a) Emergency Services Leave
- b) Military Leave
- c) Trade Union Training in excess of clause 10

Otherwise periods of LWOP greater than one calendar week shall not count as service for Long Service Leave purposes and Company superannuating contributions shall be suspended for all LWOP greater than one calendar week, however, if an employee so requests, he/she could continue to fund all contributions.

46 EMERGENCY SERVICES LEAVE

An employee who is a volunteer member of:

- a) The State Emergency Services (SES)
- b) The Bush Fire Brigade
- c) The NSW Volunteer Fire Brigade
- d) Other volunteer rescue organisations

Shall be granted leave of up to five days in any period of 12 months when called upon during normal working hours to assist as a volunteer for emergency duty.

The employee shall give the company proof of attendance, duration of such attendance and a statement confirming the employee's affiliation with the SES or Fire Brigade. Payment shall be at the ordinary rate of pay inclusive of shift penalties.

47 MEDICAL EXAMINATION

All employees who so request, shall be given a comprehensive medical examination at least once every two (2) years in accordance with company policy.

48 ACCIDENT PAY

- a) Subject to the following provisions of this clause where an employee is receiving payment in respect of incapacity for work due to Injury, accident or illness, pursuant to the provisions of the Workers' Compensation Act, 1987, as amended, then in addition thereto, whilst ever the employee remains in the employ of PWCS, PWCS shall pay to the employee, each week, the difference between such payment and the employee's ordinary weekly rate of pay for work in ordinary hours (excluding shift premiums) up to a maximum of fifty-two (52) weeks in total, during any periods of incapacity in respect to any one (1) injury or illness suffered by the employee. Provided that in the case of partial incapacity there shall be deducted from the said amount that the employee earns or is able to earn during any period for which the employee receives compensation to which \$40 (1) of the Workers' Compensation Act, 1987, applies.
- b) Should the employee receive a lump sum payment of compensation or damages in respect of the injury or illness which gave rise to the entitlement under this clause and the Workers' Compensation payments paid to the employee are deductible from that lump sum payment, PWCS shall be entitled (in addition to any other deductions that may be lawfully be made) to deduct from that lump sum payment or receive or recovered from the employee a refund of the monies paid by PWCS pursuant to this clause.
- c) Where an employee is eligible to receive payments pursuant to this clause and PWCS so requires, the employee shall undergo a medical examination or examinations by a legally qualified medical practitioner, or by any medical referee or board of examiners appointed pursuant to any Workers' Compensation legislation. The costs of any such examinations including any travelling and meal costs, shall be met by PWCS.

In the event that the employee fails or refuses without reasonable cause to undergo such an examination, PWCS shall not be liable to make any payments pursuant to this clause until such time as the employee undergoes the required examination.

- d) No payments shall be made pursuant to this clause for any period in which the employee is in receipt of or entitled to receive payment for annual or long service leave.
- e) An employee shall not be entitled to any payment pursuant to this clause unless PWCS shall be notified, in writing, by the employee or by his / her authorised representative, within two (2) days of the injury or illness occurring or the commencement of incapacity, that the employee intends to make a claim for Workers' Compensation payments.

- f) PWCS may refuse to make payment of any amount pursuant to this clause if the incapacity was caused as a result of the employee failing to observe normal safe working practices.
- g) Notwithstanding anything contained in subclause (a) of the clause an employee suffering illness or injury through an accident arising out of or in the course of his/her employment, necessitating the employee's attendance during working hours on a medical practitioner, chemist, trained nurse or at a hospital, shall not suffer any loss of pay for the time so occupied on the day of the accident and shall be reimbursed by PWCS for all expenses reasonably incurred in connection with such attendance.

49 ATTENDANCE AT REPATRIATION CENTRES

Employees being ex-service personnel shall be allowed, as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment in accordance with company policy.

50 FIRST AID

- a) PWCS shall provide and shall maintain a suitably equipped first aid outfit at all places of work at which this Agreement applies.
- b) In the event of any serious accident happening to any employee whilst at work, PWCS shall at its own expense, provide transport facilities to the nearest hospital or medical practitioner.
- c) PWCS undertakes that should any employee elect to be trained in first aid procedures in order to obtain the appropriate first aid qualifications and certificate from an accredited organisation such employee shall be granted time off, if necessary, without loss of pay, to undertake such a course and to undertake refresher courses to ensure the employee's certificate and qualifications remains valid. All costs associated with the initial course and subsequent refresher courses will be borne by PWCS.

51 UNIFORMS AND PROTECTIVE CLOTHING

- a) Each employee will be required to wear a distinctive uniform and shall be entitled, free of charge, to be issued with the following on commencement of employment-
- i) Three (3) sets of industrial clothing;
 - ii) Three (3) pairs of woollen socks;
 - iii) Two (2) pairs of safety boots or shoes;
 - iv) One (1) pullover;
 - v) One (1) winter coat;
 - vi) One (1) summer jacket;
 - vii) One (1) personal set of wet weather gear as necessary;
 - viii) Three (3) thermal underclothes.

- b) For the purposes of subclause (a)(i) of this clause a set of industrial clothing shall consist of:-
- i) One (1) long sleeved shirt and one (1) pair of trousers; or
 - ii) One (1) short sleeved shirt and one (1) pair of shorts; or
 - iii) One (1) pair of overalls.
- c) Suitable wet weather clothing shall be provided for employees required to work in wet conditions.
- d) Safety footwear shall be worn during working time.
- e) Each employee, to the extent required for the work performed, shall be provided with gloves, safety helmet, ear protection and eye protection. Each employee shall wear such items as required by PWCS.
- f) The clothing provided above shall be renewed when reasonably necessary at PWCS-Carrington and at PWCS-Kooragang on the existing yearly points system.

52 ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITIES

The parties to this Enterprise Agreement, agree to practice the principles of equal employment opportunity and ensure that there is no discrimination in terms of legislation.

It is a goal of the parties that individuals will strive for mutual respect by treating one another in an honest, fair and consistent manner.

53 NEW TECHNOLOGY AND WORK PRACTICE CHANGE

The company will introduce new technology into the plants as and when it is economically and commercially sound to do so.

Employees in the appropriate areas and their union will be consulted prior to the introduction of new technology and will be encouraged to co-operate and work with the company to maximise its benefits to the business.

Such changes may be facilitated by:

- a) A trial system set up to ensure that the requirements of both parties are met. The trial system shall be as follows:
- i) The proposed change shall be detailed for the parties. This detail will include the proposed manning requirements, safety and work procedures.
 - ii) The trial time shall be set to reflect the significance of the change. Trial time may be from 1 to 3 months depending on the significance of the change and trial results are to be continually reviewed.
 - iii) Report back to the respective delegates on the state of the trial.
 - iv) The new work practice and/or manning structure once agreed shall be implemented as the relevant standard.

- b) Work practices changes and improvements in productivity is an ongoing activity that shall be supported by the work groups. These changes that effect the manning requirements shall be supported providing that security of employment exists. The work practices shall be trialed and if shown to meet agreed objectives shall be implemented after negotiations between the parties.
- c) The full implementation of capital and technology shall be supported by the unions on the understanding that security of employment exists. This means that each employee shall remain in employment by PWCS but not necessarily in their current daily tasks. The tasks required are to be fulfilling and meaningful. Any displaced employee will maintain their classified rate.

54 AMENITIES

- a) The following facilities shall be available at PWCS's terminals where employees are engaged under the provisions of this Agreement:-
 - i) Proper dressing rooms with adequate washing facilities including showers with both hot and cold water.
 - ii) Proper full-length lock-up clothing lockers. Each employee shall be supplied with two (2) lockers, one (1) to be used for soiled clothes and the other to be used for normal attire.
 - iii) All amenities as provided by PWCS shall in no way be inferior to agreed current standards.
- b) Car Parking and Security

PWCS shall provide adequate car parking for all employees.

Proper safety and security measures shall be taken and the whole of the parking area shall be illuminated at night.

55 EMPLOYEES TOOLS

- a) Power Tools, etc

PWCS shall provide for the use of tradespersons all power tools, special purpose tools, precision measuring instruments and electrical measuring and/or testing instruments where the use of such equipment is reasonable and necessary.

- b) Storing Employees Tools

At each terminal PWCS shall provide suitable free storage accommodation for employees' tools. PWCS shall ensure that such storage accommodation is as secure as practicable against unauthorised entry.

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The employee shall at all times ensure tools are housed in employer provided accommodation at the completion of each shift. When working off site, the employee shall take reasonable steps to ensure tools are secured whilst unattended.

c) Insurance

PWCS shall accept the obligation of insuring employee's tools.

Compensation to the extent of the damage sustained wherein the course of the work tools are damaged, destroyed, lost in course of employment, or stolen, provided that PWCS's liability shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

56 SINGLE BARGAINING UNIT (SBU)

The Single Bargaining Unit (SBU) is recognised by PWCS as a single union voice representing the unionised workforce.

It is a priority of the combined unions to progress the above by developing a consistent and uniform approach to key issues relevant to this Agreement.

Representation of the SBU shall be as follows:

TWU	2 representatives
MUA	2 representatives
EPU	2 representatives
AUW-FIME	1 representative
AFMPKIU	1 representative
AMACSA	1 representative
CFMEU	1 representative

The role of the SBU shall be to:

- a) Fulfil its responsibilities in the Management/Union Partnership by facilitating and promoting continuous improvement.
- b) Represent employees' viewpoints on industrial matters.
- c) Assist to finalise any outstanding industrial matters not resolved expeditiously in accordance with Dispute Settlement Procedure Clause.

The SBU will be extended all reasonable assistance by PWCS with respect to information, time and facilities to carry out its necessary functions and to obtain advice from unions, party to this Agreement.

57 YARD COMMITTEES - UNION DELEGATES

- a) An employee appointed as union delegate at each of PWCS's terminals covered by this Agreement shall, upon notification to PWCS by an accredited union official, be recognised as the accredited representative of the union.
- b) Any matter arising at PWCS's premises affecting employees may be investigated by the delegate and discussed with PWCS or its representatives. The delegate shall, upon request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient.
- c) If a matter in dispute is not settled, the delegate shall, on request, be allowed access to a telephone for a reasonable opportunity of notifying the union branch or sub-branch concerned.
- d) The union delegate shall be responsible for the preparation of agenda items and shall organise, in conjunction with PWCS, one (1) paid meeting with PWCS each month of up to two (2) hour's duration.
- e) Employees, who are members of the Yard Committee, shall be paid for attendance's at meetings with PWCS referred to in subclause (d) of this clause. Employees attending meetings at PWCS's request outside normal working hours shall be paid the appropriate overtime rates.
- f) A meeting of all yard employees of up to two (2) hour's duration may be held once in each month, without loss of pay provided continuous operations of shiploading is maintained if required by PWCS. Such meetings shall be held on the first Monday of the month, at Carrington and Tuesday at Kooragang between the hours of 2pm and 4pm or otherwise as agreed between the union delegate and PWCS at least three (3) days prior to the date of the proposed meeting. Any matters arising out of this meeting shall be included on the agenda for the next subsequent meeting with PWCS referred to in subclause (d) of this clause.
- g) In addition to the meetings referred to in subclauses (d) and (f) of this clause, the full Yard Committee may have a meeting of up to one (1) hour's duration once during each shift cycle and when the union delegate is on a normal rostered day shift, such meeting shall occur at a time agreed between the union delegate and PWCS. Yard Committee members who would otherwise be on duty at the time may attend without loss of pay.
- h) Employees at each terminal shall be entitled to elect their own Yard Committee. The Yard Committee shall consist of:
 - i) A chairperson/union delegate who is a recognised accredited member of a union party to this Agreement who shall be elected by the employees.
 - ii) One (1) Yard Committee person, from each union party to this Agreement, who shall represent fellow union members at any conference and negotiations with PWCS.
 - iii) Each terminal's Yard Committee shall elect from within the Committee, a Minutes Secretary who shall cause to be kept Minutes of all meetings.
 - iv) At meetings with PWCS, agendas are to be drawn up and written answers received from PWCS. Such Minutes and answers are to be kept on file.

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Additionally the unions reserve the right to inspect the area from time to time to ascertain manning scales and/or changes in work patterns and do so on the understanding that such inspections shall be carried out in conjunction with and in the presence of a fully represented Yard Committee.

58 RIGHT OF ENTRY

In accordance with the FEDERAL Work Place Relations Act 1996
In accordance with the STATE Industrial Relations Act 1996

APPENDIX 1

- **Work Practice Changes**
 - Crib relief to enable continuous operations are provided as required without additional cost to the company.
 - Recognition of need for company to hire temporary labour as and when required in accordance with Contractors Agreements.
 - Work practices which allow for singular working as required.
 - PWCS-Carrington trial of single control room operation with support from foreman.*
 - Wharf foremen based at specific terminals.
 - Tradesmen working with/supervising contractors as required - PWCS-Kooragang and PWCS-Carrington.
 - PWCS-Carrington - boilermakers/fitters cross skilling.
 - PWCS-Kooragang and PWCS-Carrington extension of multiskilling for tradesmen - rigging/scaffolding/trades assistant.
 - PWCS-Carrington removal of Timekeeper and Weighbridge Attendant. *
 - PWCS-Kooragang/PWCS-Carrington removal of hatchmen. *
- * In accordance with Clause 53
- **Expansion of PWCS-Kooragang Included In Operations**

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APPENDIX 2

SITE AND SIDE AGREEMENTS

1. Laundry Allowance
2. Christmas Club Loan
3. Singular Contractors Agreement
4. 7:1 Shift Roster. - 7:1 Daywork Roster - 7 day continuous roster
5. Meals - Kooragang
6. Kooragang Tradesmen (Shift Changeover)
7. Redundancy
8. Annual Leave Seniors (Carrington)
9. Isolation Of Plant Water
10. First Aid Allowance
11. Continuity Of Operational Production
12. Working Arrangements of AFSA Members
13. Shower Breaks
14. Shower Breaks for continuous shift work. (Employees showers will be taken at the discretion of the Supervisor).

EXECUTED as an Agreement.

SIGNED on behalf of **PORT WARATAH COAL SERVICES LIMITED** by its authorised representative in the presence of:

J. Jan
Signature of witness

G. GARVIN
Name of witness - please print
47 WHITBREAD DRIVE
LEMON TREE PASSAGE,
Address of witness

D. Brewer

Signature of authorised representative

D. T. BREWER

Name of authorised representative - please print



SIGNED for and on behalf of **TRANSPORT WORKERS UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH** by its authorised representative in the presence of:

J. Jan
Signature of witness

G. GARVIN
Name of witness - please print
47 WHITBREAD DRIVE
LEMON TREE PASSAGE,
Address of witness

Steve Hutchins

Signature of authorised representative

STEPHEN PATRICK HUTCHINS

Name of authorised representative - please print

SIGNED for and on behalf of
AUTOMOTIVE, FOOD, METALS,
ENGINEERING, PRINTING AND
KINDRED INDUSTRIES UNION,
NEW SOUTH WALES BRANCH
by its authorised representative in
the presence of:

[Signature]
Signature of witness

G. GARVIN

Name of witness - please print
47 WHITBREAD DRIVE
LEMON TREE PASSAGE

Address of witness

[Signature]
Signature of authorised
representative

PAUL BASTIAN

Name of authorised
representative - please print



SIGNED for and on behalf of
FEDERATED CLERKS' UNION
OF AUSTRALIA, NEW SOUTH
WALES BRANCH by its authorised
representative in the presence of:

[Signature]
Signature of witness

G. GARVIN

Name of witness - please print
47. WHITBREAD DRIVE
LEMON TREE PASSAGE

Address of witness

[Signature]
Signature of authorised
representative

MICHAEL WANT.

Name of authorised
representative - please print

SIGNED for and on behalf of THE AUSTRALIAN WORKERS UNION, NEW SOUTH WALES BRANCH by its authorized representative in the presence of:

[Handwritten signature]

Signature of witness

MARK STOKER

Name of witness - please print

37 DANIEL ST CESSNOCK

Address of witness

[Handwritten signature]

Signature of authorised representative

KEVIN MAHER

Name of authorised representative - please print



SIGNED for and on behalf of ELECTRICAL TRADES UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH by its authorized representative in the presence of:

[Handwritten signature]

Signature of witness

G. GARRIN

Name of witness - please print

47 WHITBREAD DRIVE
LEMON TREE PASSAGE

Address of witness

[Handwritten signature]

Signature of authorised representative

BERNIE RIORAN

Name of authorised representative - please print

SIGNED for and on behalf of
**CONSTRUCTION, FORESTRY,
 MINING AND ENERGY UNION
 (NEW SOUTH WALES BRANCH)**
 by its authorised representative in
 the presence of:

[Handwritten Signature]
 Signature of witness

G. GARVIN
 Name of witness - please print

Hwy Whitebread Drive
 Address of witness

Lemon Tree Passage

[Handwritten Signature]

Signature of authorised
 representative

R. B. COCHRANE

Name of authorised
 representative - please print



APPENDIX 2

Part 2 of 3

SITE AND SIDE AGREEMENTS

- 1 Laundry Allowance
- 2 Christmas Club Loan
- 3 Singular Contractors Agreement
- 4 Shift Roster. - 7:1 Daywork Roster - 7 day continuous roster
- 5 Meals - Kooragang
- 6 Kooragang Tradesmen (Shift Changeover)
- 7 Redundancy
- 8 Annual Leave Seniors (Carrington)
- 9 Isolation Of Plant Water
- 10 First Aid Allowance
- 11 Continuity Of Operational Production
- 12 Working Arrangements of AFSA Members
- 13 Shower Breaks
- 14 Shower Breaks for continuous shift work.



LAUNDRY ALLOWANCE

With respect to Clause 24 (d) of the Agreement employers at PWCS-K will be paid the said Laundry Allowance when absent from work during their rostered week off.

Registered
Enterprise Agreement
Industrial Registrar

CONTRACTORS AGREEMENT

With respect to PWCS-C contractors may be engaged in accordance to the following agreement.

CONTRACTOR POLICY - ADOPTED 03 JUNE 1987

Plant engineering at PWCS consists of a regular baseload of work with a series of irregular work peaks. This is similar to other industrial sites.

The purpose of engineering at PWCS is to ensure that the plant is competitive on cost and operating efficiency on a world wide basis.

This is to be achieved by providing plant capable of running consistently and reliably at maximum design rates for the next 20 years and by minimising the number of breakdowns and the duration of each breakdown.

The regular baseload of work consists of preventative and corrective maintenance to ensure the plant maintains its design operating levels. This work is primarily carried out by PWCS maintenance personnel.

Plant modifications to overcome design inadequacies or additions to plant to improve performance or capacity occur on an irregular basis and the Company generally uses contractors for this work.

However, where the overall maintenance performance of the plant will not be affected or where it is more cost efficient the Company will use its maintenance personnel to do some or all of each of these individual modifications or additions.

The decision by the Company on whether contractors will be used on site will be determined by:

- a) Current and future maintenance workload as judged by backlog and overtime levels.
- b) Requirements for plant familiarity for each job.
- c) Ability to plan the job and availability of plant access.
- d) Materials or performance warranties or guarantees.

By agreement, some jobs have been considered suitable for contractors to do on a regular basis, (Attachment 1) but the Company may require PWCS maintenance employees to work on these jobs if circumstances demand.

The level of contractors to be used on the site will not be such as to place in jeopardy the job security of PWCS maintenance employees to work on these jobs if circumstances demand.

The level of contractors to be used on the site will not be such as to place in jeopardy the job security of PWCS maintenance employees. However, the Company can give no guarantees that manning levels will not be altered by factors such as total tonnage throughput, receipt and shipping patterns or the Company's overall competitiveness.

The company will discuss the scope of any jobs considered for contractors with the nominated employee representatives before making a final decision at regular meetings (see Attachment 2).

ATTACHMENT 1

JOBS AGREED TO BE REGULARLY DONE BY CONTRACTORS

1 EXPLANATION OF CONTRACTOR USAGE

1.1 Air Conditioning

- PWCS electricians remove/install machine a/c.
- PWCS electricians to fault find urgent failures in administration building (sometime workshop, amenities a/c) and determine if contractor required.
- Contractors provide general servicing and specialised a/c maintenance.

1.2 Civil Works

- Any civil works involving modifications or additions to the plant eg. concrete sumps will be done by contractors. Whilst some PWCS employees may have suitable qualifications to operate plant, the manning levels and equipment at PWCS are not suited to them doing this work.

1.3 Conveyor Belt/Pulley Lagging Repairs or Replacements

- PWCS to prepare belt for repair and put back into service following repair.
- Contractor to repair.

1.4 Non-Ferrous Materials

eg. glass, aluminium, plastic piping etc.

- Outside PWCS trade area and should be done by specialised contractors.

1.5 Scaffolding

- Contractors working at PWCS will be responsible for the erection and dismantling of scaffolding required to carry out such work.

Major scaffolding work required for PWCS employees to carry out work, may be erected and/or dismantled by either PWCS scaffolders or contractors following discussions. PWCS scaffolding to be erected and dismantled by PWCS scaffolders.

1.6 Diesel Repairs

- PWCS fitter/welders can carry out non specialised.
- Specialised adjustments, major repair work on critical items should be done by contract diesel specialists. Urgent repairs may involve use of contractors.

1.7 Feeder Repairs

- It may be necessary to use ICAL (or other specialists) for special checks and adjustments from time to time.
- Repairs involving specialised heat treatment or modifications may involve the use of other contractors.
- Minor adjustments eg. sprays and initial fault finding to be carried out by PWCS employees.

1.8 Hydraulic Testing and Repairs

- PWCS to do minor repairs or adjustments.
- Contractors to do flow, pressure testing and major and critical repairs.

1.9 Specialised Electronics (including computers)

- PWCS to fault find. Specialist contractors (eg. Siemens, Zener, Square D) will be called as necessary to repair.
- PWCS electricians fault find for computer field devices. Computer maintenance by computer supplier under long term contract.

1.10 Metal Thickness Testing and Shock Measuring

- IRD measuring involves specialised equipment for measuring and analysing the cause and the provision and interpretation of trended reports. The equipment requires consistency of operation. PWCS does not own equipment or have experience in the current level of technology. Therefore, company proposes to continue to use contractor for this service.

PWCS fitter/welders will be used to carry out urgent or confirmatory measures using existing (SPM) equipment owned by PWCS.

Plate thickness testing has in the past been carried out both by contractors and PWCS fitter/welders based on suitability of equipment. Company proposes this should continue.

Specialised thickness testing (very thick or special shapes) or non-destructive testing will be carried out by contractor.

1.11 Telecommunications and Communications

- Servicing of UHF, VHF, video equipment, telephones, etc to be done by contractor.
- PWCS electricians will remove or install mobile units and other faulty equipment as required.

1.12 Weighing Mechanisms

- Weighbridge serviced on regular basis by contractor to meet Department of Weights and Measures approval.
- PWCS electricians to fault find and repair weighers unless specialist assistance required.

1.13 Water, Sewage and Drainage

- Contract plumbers may be used for their trade work.
- PWCS electricians provide PM on sewage systems and will maintain motors and controllers as at present.

1.14 Sump Vacuum Cleaning

- Where sump pumps fail or are under repair and pumping out of sump is required, contract vacuum sump pumping equipment may be used. The equipment will also be used as at present for underground drain blockages etc not having pumping equipment installed.

1.15 Protective Treatment

- PWCS fitter/welders to make good after welding and to prime minor structural modifications (normal trade practice).
- All painting, galvanising etc to PWCS and Australian specifications will be done by specialist protecting coating contractors either on or off site.

1.16 Rail Tract Maintenance

- All repairs to rail tracks are required to be done to SRA standard by the SRA or their approved agent or contractor.

1.17 Road Maintenance

- All repairs or modifications to be done by specialist civil contractors.
- PWCS employees may be called on to patch holes in an emergency with gravel etc.

1.18 Plant and Equipment Hire

- PWCS will hire all replacement vehicles, plant and equipment necessary to continue normal operations. These conditions of hire may necessitate inclusion of a contract driver but preference will be for a "dry" machine.

1.19 Cleaning Services

- Office, workshop, store, amenities cleaning will continue as at present.

ATTACHMENT 2

CONTRACTORS NOTIFICATION PROCESS

- 1 The PWCS employee representatives (Yard Delegate, ASE delegates (2), ETU delegate) and Mechanical and Electrical Superintendents will normally meet the 1st and 3rd Tuesday of each month to review ongoing work which may involve contractors.
- 2 The Mechanical Superintendent will table at each meeting a list of work to be carried out. Those jobs agreed as being normally done by Contractors (May 1985 list) will be marked 'I' for 'Information'.
- 3 The scope of other jobs including job nature will be advised by the Company reps at the meeting and discussion will take place if required. At the conclusion of the meeting the Company reps will mark all jobs either 'P' for PWCS to carry out, or 'C' for contractors. The Company reps may split some jobs between PWCS and Contractors.
- 4 If the Company and Employee representatives are unable to reach agreement over the allocation of jobs to contractors then each party shall advise in writing the reasons why they believe the decision has/has not been made in line with the agreed contractor policy.

These written reasons shall be considered as Step 3 in the Grievance Procedure. All subsequent steps shall be in line with the Grievance Procedure.

- 5 The Company reps will also use this meeting to discuss longer term plans which may involve Contractors.

.....

22 April 1986

GRIEVANCE PROCEDURE

- STEP 1 An employee with a grievance is to approach his supervisor with the objective of resolving the matter. The employees' delegate may also be present at these discussions if the employee so chooses.
- STEP 2 If not resolved employee and/or shift delegate to approach yard delegate. Yard delegate to approach supervisor to arrange meeting with superintendent.
- STEP 3 After this meeting if not resolved yard delegate to approach superintendent requesting a meeting with management.
- STEP 4 Superintendent to arrange meeting and advise yard delegate and yard committee.
- STEP 5 In the event that the matter remains unresolved the yard committee should refer the matter to the TWU (Ncle) branch to arrange a meeting with management.
- STEP 6 If the matter remains unresolved either party to refer to Conciliation Commission.

It is agreed between the parties that the intent of the above procedure is to ensure continuity of work whilst resolving grievances.

I C Travis
OPERATIONS MANAGER

J Williams
YARD DELEGATE

CONTRACTORS AGREEMENT

With respect to PWCS-K contractors may be engaged in accordance to the following agreement.



**AN AGREEMENT FOR USE OF
CONTRACTORS AT PWCS - KCT FACILITY**

between

**OPERATING EMPLOYEES,
MEMBERS OF THE MUA AND TWU AND PWCS**

1 July 1992

INTENT:

This agreement is intended to:

- a) provide for the flexible use of external contractors;
- b) while at the same time ensuring as far as possible current and future job security for Operators at PWCS-K;
- c) provide a mechanism whereby disputes arising from use of contractors may be dealt with.

GENERAL AGREEMENT

CONDITIONS OF USE OF CONTRACTORS

- It is agreed by both parties that there is a role for contract work in the conduct of the business of PWCS, however use of contractors is not designed to diminish the role of Kooragang Operators.
- Job security as contained in the Industrial Agreement will not be affected by use of contractors. Increased competitiveness and viability of the coal chain enhance job security of employees at PWCS.
- Because of the size and nature of the operations at Kooragang Coal Terminal it will be necessary from time to time to supplement the Company's workforce by the use of contractors under the following circumstances:
 - a) When the volume of work exceeds the operations capacity.
 - b) When the particular skill or specialised equipment are required to perform the work.
 - c) When completion of the work within necessary time limits precludes the use of Company employees.
 - d) When the type of work dictates the use of specialised contractors for the economic performance of the work.
 - e) When the work is of such sporadic or irregular nature that it does not reasonably warrant the full time engagement of labour or equipment by the Company.
- Contractors will not be used to jeopardise the current and future security of employment or conditions of work for employees of PWCS.
- Kooragang employees will, when requested work with, and assist as necessary, any employee of contractors who may be engaged by the Company for work on the facility.
- Where contractors are used on the facility, the Company will advise the prospective contractor of the conditions of employment and industrial regulations covering work to be performed.
- Prior to actual commencement of work by the contractor, all employees of the contractor shall undergo a formal induction course.
- This induction will be performed by the Company representative bringing the contractor onto the site. A contractor handbook will be available to assist in conducting the induction.

Review

It is the intent of the parties to review this agreement from time to time.

LIST OF AGREED WORK BY CONTRACTORS

- Painting to specification by specialised contractors;
- Hire of all replacement vehicles, plant and equipment necessary to continue normal operations. These conditions of hire may necessitate inclusion of a contract driver but preference will be for a 'dry' machine;
- Road repairs or modifications to be done by specialist civil contractors. PWCS employees may be called on to patch holes in an emergency with gravel etc;
- Handling of non-coal material except through the facility as export material;
- Digging out of settlement ponds;
- Trialing of new equipment systems or processes after consultation;
- Cleaning amenities;
- Landscaping;
- Commissioning of new modified plant and equipment.

PROCEDURE FOR NOTIFICATION
OF AGREED CONTRACTOR WORK

The Company will:

- Advise the delegate as soon as practicable but no later than the previous day if possible (except where emergency, safety, or danger to plant exists).
- Post a notice.
- Notice will state:
 - * Name of contractor
 - * Nature of work
 - * Duration of work
 - * Name of delegate contacted.

AGREED LIST OF WORK

WHERE CONTRACTORS WILL NOT BE USED

AGREED

List of operations on which contractors will not be used.

Includes but not limited to operation of -

STACKERS
RECLAIMERS
SHIPLOADERS
RAIL RECEIVAL
ROAD RECEIVAL
CONTROL ROOM
STEVEDORING

NOTIFICATION PROCEDURE

FOR USE OF CONTRACTORS

ON NON-AGREED WORK

Where the Company considers work suitable for contractors then it will advise the delegate of its intention to carry out such work by contractors.

If so requested by the delegate, the Company will arrange a meeting to discuss the work and the proposal for use of contractors with the Yard Committee Representatives.

Agreement

If there is agreement between the parties, the Company will post a notice giving details of:

- Name of contractor.
- Nature of work.
- Time and duration of work
- Name of delegate notified.

Non Agreement

If there is no agreement to the use of contractors arising from the discussion, the matter will be subject to the disputes settling procedure. Local officials will be involved as Step (d) in the disputes settling procedure.

It is agreed that continuity of operations will not be affected by the conduct of the above discussions and subsequent disputes settling procedure ie. work will continue as usual and the matter will be resolved independently in the appropriate tribunal if necessary. The contract work will not proceed until the matter has been resolved (except in circumstances of emergency, safety or danger to plant).

CONTRACTORS WORK - ELECTRICAL

With respect to electrical work:

- A list of proposed capital and R & M projects will be held by the maintenance superintendent.
- This list will briefly describe the proposed works and will nominate a job manager. This job manager may be internal or external.
- The job manager will prepare a preliminary scope of work. This may require some informal discussions with the trades group for necessary information.
- A notice is posted by trades representative to notify that job is intended.
- Once the preliminary scope of works has been prepared the trades group representative will be involved to discuss in detail the final scope of works and level of involvement by internal or external parties. At this stage the guidelines will be set for the required level of involvement by the trades group.
- Notice posted of PWCS involvement.
- The scope of works as developed will be subject to normal company budgetary requirements and justifications.
- Following approval, the scope of works will be sent to external contractors if required. The scope of works will detail the level of involvement of the PWCS-K trades group and interaction required. (The above two processes may proceed at the same time with project approval being obtained after receipt of tenders).
- After satisfactory negotiations with the most suitable tenderer, the job will proceed.

Both parties may agree to disagree with the job allocation process. The final decision will rest with management to determine the most suitable course of action based on current workloads and priorities. In the event of a disagreement, normal dispute procedures will be followed.

- The notice will be posted as being underway.

CONTRACTORS WORK - METAL TRADES

With respect to Metal Trades:

It is the intent of this document to formalise in writing a verbal agreement concerning the use of contractors at PWCS-K between the Company and the AMU.

This verbal arrangement has been in operation on this site for the past 10 years with benefits to both the company and union.

This agreement is intended to:

- a) Provide for the flexible use of contractors.
- b) While at the same time ensuring as far as possible current and future job security for all employees.
- c) Provide a mechanism whereby disputes arising from the use of contractors may be dealt with.
- d) Agreed work for each contract will be given without precedence.

Conditions of use of Contractors

It is agreed by both parties that there is a role for contract work in the conduct of the business of PWCS, however the use of contractors is not designed to diminish the role of PWCS employees.

Job security as contained in the Industrial Agreement will not be affected by the use of contractors.

Because of the size and nature of the operations at PWCS-K it will be necessary from time to time to supplement the companies workforce by the use of contractors under the following circumstances:

- a) When the resources of company employees has been fully utilised, contractors may then be involved.
- b) When a particular skill or specialised equipment are required to perform the work.
- c) Contractors will not be used to jeopardise the current and future security of employment or conditions of work for employees of PWCS.
- d) PWCS employees will assist any employee of contractors who may be engaged by the company for work on the facility.
- e) Where contractors are to be used on the facility, the company will advise the prospective of the conditions of employment and industrial regulations covering work to be performed.
- f) Prior to actual commencement of work by the contractor, all employees of the contractor shall undergo a formal induction course. This induction will be performed by the nominated company representative. A contractor handbook will be available to assist in conducting the induction, upon completion correct identification will be issued and carried.

List of agreed work by contractors

- 1) Maintenance of Fire Systems; excluding various pumps, pipework and valves.
- 2) Air Conditioning; contractors only provide general servicing and specialised a/c maintenance.
- 3) Conveyor Belt/Pulley lagging repairs or replacement; PWCS-K trades people to work in with contractors.
- 4) Commissioning of new plant and equipment with the involvement of PWCS-K trades people.
- 5) Water Sewerage and Drains; contract plumbers to be used for their trade work. PWCS-K trades people to provide PM on sewerage systems and maintain as at present.

Notification procedure for the use of contractors on non-agreed work

- 1) Mechanical Supervisor will approach the delegate of the impending work for contractors.
- 2) A request from the delegate to discuss the work within his team will follow.
- 3) From that discussion the delegate will notify the supervisor of all agreed and all non-agreed work for the contractor.
- 4) All agreed work will be posted giving details of;
 - name of the contractor
 - nature of work
 - time and duration of work
 - signed by delegate or representative
 - all non-agreed work will be subject to the disputes settling procedure.
 - Local officials will be involved as step (d) in the disputes settling procedure.
- 5) The contract work will not proceed until the matter has been resolved (except in circumstances of emergency, safety or danger to plant).

SPECIAL NOTE

To this date Contract Fitters have not been engaged to perform duties that have so far been carried out by PWCS-K tradesmen. Both parties agree that when the need arises for contract fitters the parties will discuss and formalise a new agreement to cover the contract fitters.

AMU CONTRACTORS AT PWCS-K WORK DURING INDUSTRIAL DISPUTE

(FITTERS - AMU)

In the event of an industrial stoppage by the AMU fitters then the following will apply:

- 1 Where fitters and contractors are working on the same job, eg. gearbox change, then the work is to be made safe and subsequently stop. The contractor is then to leave the site.
- 2 Where a contractor is working on maintenance with no involvement by KCL AMU members, then the contractor can complete that job until the completion of the shift. The contractor is not to be asked to resume work until KCL AMU members resume work.

No new maintenance work is to be started by contractors remaining on site.

- 3 Contractors working on new installations - work can continue on that item uninterrupted.
- 4 Contractors working on equipment or systems that unless repaired will place the plant or personnel in danger can continue until the work is complete, eg. water services, or if that equipment or system is to fail during a dispute then the equipment or system may be repaired after AMU consultation to ensure that the plant is not at risk.

PWCS-K WITH RESPECT TO REPLACING WEAR MATERIALS IN CHUTES

The wear material in the transition points in the conveyor system will be repaired by PWCS-K tradesmen and contract labour.

The materials used are several grades and alloys of steel, and several types of masonry and ceramic tiles. The wear material are secured by various methods depending upon the type of wear material being used, the methods include, welding, bolting and gluing or a combination of these methods.

The selection of work carried out by PWCS-K tradesmen or contractor will be determined by:

- 1 Ease of access to the section of the transition point being repaired.
- 2 The extend of the area to be repaired.
- 3 The quantity of work which is to be carried out at any one time.

PWCS-K tradesmen will:

- 1 Replace wear material in the lower or more easily accessible section of the transition points.
- 2 Replace wear material in the more difficult section of the transition points in the repair is small and of a breakdown nature.
- 3 Replace wear material on impact plates where the impact plate can be removed from its location and replaced with little or no difficulty, or where the impact plate is easily accessible.

Contractor will:

- 1 Repair wear material in the higher and not readily accessible section of the transition points or where rigger are required to set up staging or platforms.
- 2 Repair wear material where large areas of wear material need to be replaced and this work cannot be handled by PWCS-K tradesmen due to other work commitments or lack of number of PWCS-K tradesmen to carry out a task of such magnitude in the down time available.
- 3 Repair wear material where abrasive blasting is required to be carried out due to the condition of the surface material to which the wear material is to be secured.
- 4 Replace wear material on impact plates where it is not practical to remove the impact plate and the impact plate is not easily accessible.

PORT WARATAH COAL SERVICES LTD

7:1 ROSTER 'A1'

1. Title

This arrangement shall be referred to as the "Port Waratah Coal Services Ltd 7:1 Roster A1 Agreement 1995".

2. Parties

The Parties to this Agreement are: TWU
MUA
AFMPKIU
AMACSU
AWU-FIME
CEPU
CFMEU

3. Incidence

- 3.1 This Agreement shall apply to Port Waratah Coal Services Ltd as to the employment of, or persons coming within the scope of the conditions of eligibility for membership rule of the Unions party to this Agreement in or in connection with the Company's operations at Newcastle.
- 3.2 This Agreement shall be read in conjunction with the "Port Waratah Coal Services Certified Agreement/Enterprise Agreement 1998" as varied from time to time.
- 3.3 Any disputes arising out of the operation of these rostering arrangements shall be progressed in accordance with the Settlement of Disputes procedure of the Agreement.

4. Operation

- 4.1 This agreement shall operate from 18 February 1998. It is intended that this 7:1 roster should operate for a period commensurate with the initial term of the Industrial Agreement applicable to PWCT and KCT. In the event that circumstances circumvent the duration of this roster discussion will take place between the parties prior to the alteration of this roster. The effectiveness of this roster will be monitored by the parties to assess its suitability particularly as it relates to the company's international competitiveness.
- 4.2 The parties to this Agreement may seek to vary or terminate this Agreement by not less than seven (7) days notice in accordance with clause 27 (b) (iii) of the Agreement.

5. Roster Arrangements

5.1 Employees shall be individually rostered on a rotating shift work roster over a fifty-six (56) day cycle with regular and irregular rostering. An employee on regular or irregular rostering shall be rostered for work on the basis of one shift of eight (8) hours duration on each of the five (5) consecutive days Monday to Friday of each rostered on week. Each week of regular and irregular rostering (Monday to Friday) shall be known as the five (5) day period. Separate individual allocation arrangements shall apply to overtime shifts on Saturday and Sunday in accordance with existing arrangements. See also clause 27d) of the Agreement.

5.2 Operators

5.2.1 The Company shall roster employees in four (4) crews in accordance with the roster arrangements set out in Attachment 1 to this Agreement such that in the eight (8) week cycle of the roster, employees shall average thirty-five (35) ordinary roster hours per week. In seven (7) of the eight (8) weeks of the roster cycle employees shall work forty (40) ordinary roster hours per week in eight (8) hour shifts Monday to Friday inclusive, subject to clause 3.4 of the Agreement, in accordance with the shift hours which are specified in clause 8 hereof and in one (1) week of the roster cycle shall be rostered off.

5.2.2 For the purposes of the roster - two (2) roster groups, each of half crew size will be rostered on each of Day, Afternoon and Night Shifts; one (1) group will be rostered irregularly and one (1) group will be rostered off. During the eight (8) week cycle of the roster each employee will be rostered for two (2) weeks on each of Day, Afternoon and Night Shifts, one (1) week on irregular shift and will be rostered off work for one (1) week.

5.2.3 The roster periods of Day, Afternoon, Night and Irregular shifts shall only apply in respect of the five (5) shifts to be worked as ordinary roster hours, Monday to Friday inclusive, and shall not be considered when manning overtime shifts on Saturday and Sunday.

5.2.4 Where an employee is available for overtime work on any Saturday or Sunday regard will be had in allocating overtime to that employee to the ordinary roster shifts to which such employee is allocated in accordance with the roster immediately prior to and subsequent to the Saturday or Sunday concerned to ensure efficient operation.

6. Construction Of Rosters

6.1 In determining the allocation of employees to roster groups regard will be had to requests by employees for allocation to particular roster groups where practicable.

Where there are too few or too many requests for allocation to particular groups they will be determined by ballot or other alternate arrangements agreed by the company.

- 6.2 To even our labour availability, annual leave will be distributed evenly throughout the year.

Where there are competing requests within a group for annual leave to be taken at similar times they will be determined by ballot or other alternate arrangements agreed by the company.

7. Employees When Irregularly Rostered

- 7.1 Unless otherwise advised as per 7.2 an employee irregularly rostered shall work on Day Shift.

- 7.2 When irregularly rostered an employee may be allocated to any one shift on any day provided that:

- (a) an employee who has worked day shift or afternoon shift shall not be required to work the succeeding night shift and an employee who has worked night shift shall not be required to work the succeeding day or afternoon shift; and
- (b) an employee who has worked day shift and is then required to work afternoon shift on the succeeding day shall not subsequently be required to change shift more than once again that week.

- 7.3 An employee who for any reason is unavailable for work on the working day immediately prior to, or on any day during a week in which the employee is irregularly rostered (including during the week in which the employee would normally be rostered off but is available for work pursuant to clause 9.6 of this Agreement) shall be responsible for ascertaining his/her shift allocation on the next ordinary working day by contacting the company the preceding day.

- 7.4 An employee irregularly rostered to Day, Afternoon or Night Shift hours shall be paid the shift allowance applicable to that shift in accordance with clause 27 of the Agreement.

8. Shift Hours

- 8.1 The commencing and finishing times of shifts for the purposes of the A1 roster shall be:

	START	FINISH
Day Shift	between 5 am - 9 am	between 1 pm - 4 pm
Afternoon Shift	between 1 pm - 4 pm	between 9 pm -
midnight		
Night Shift	between 9 pm - midnight	between 5 am - 8 am

8.2 Meal and Refreshment Breaks

- 8.2.1 Shiftworkers when working eight (8) hour shifts in accordance with this roster A1 Agreement shall be entitled to a meal break of thirty (30) minutes duration which shall be counted as time worked.
- 8.2.2 Meal breaks, whether during ordinary roster hours or overtime shall be so staggered as to permit continuous operations in accordance with the Award. Provided that the meal break referred to in this clause shall be taken:
- (a) Provided that when an Operator is assisting a Tradesperson the Operator may be required to take the meal with the Tradesperson.
 - (b) For Foremen at such times as may be convenient to ensure for continuous operations.
- 8.2.3 A shiftworker working an eight (8) hour shift in accordance with this Agreement who works overtime for one (1) hour or more immediately after his/her ordinary roster hours of work shall be entitled to a meal break of thirty (30) minutes duration and thereafter shall be entitled to an additional paid meal break of thirty (30) minutes duration for each additional four (4) hours worked.
- 8.2.4 In lieu of the provisions of clause 33 of the Agreement, a shiftworker working an eight (8) hour shift in accordance with this Agreement who works overtime for three (3) hours or more immediately prior to the normal commencing time of his/her ordinary roster hours of work shall be entitled to a paid meal break of thirty (30) minutes duration as near to such employee's normal starting time as practicable.
- 8.2.5 The meal and crib breaks referred to in this clause are not cumulative.

9. Rates Of Pay And Payment Of Wages

- 9.1 The ordinary rate of pay shall be that provided in clause 23 of the Agreement.
- 9.2 Where an employee, in accordance with the roster arrangements, is required to work an eight (8) hour shift on any day as part of his/her ordinary roster hours of work or where the employee is absent on such a shift in circumstances referred to in clause 9.4 hereof such employee will be paid for that shift 7/35ths of the weekly rate (plus shift premium where appropriate) in his/her ordinary wages for that week and shall accrue a credit of 1/35th of the weekly rate plus 25% of that entitlement towards payment during the rostered off week in the cycle of the roster.
- 9.3 (i) In respect of the accumulation of credits of one (1) hour per day on shifts Monday to Friday towards the rostered off week, the only premium applicable shall be the additional 25% of that entitlement provided for by subclauses (ii) and (iii) hereof.

- (ii) Where an employee is entitled to a full week rostered off, such employee shall receive a payment in respect of that week of the weekly wage for his/her classification plus 25% of that entitlement.
- (iii) Where an employee is not entitled to a full week rostered off, such employee shall be paid for each hour of entitlement established on the basis of 1/35th of the weekly wage for his/her classification plus 25% of that entitlement.

9.4 The following paid absences from work during the seven (7) rostered on weeks of an eight (8) hour period shall not affect an employee's entitlement to the payment for such employee's rostered of week:

- (i) annual leave and added days on annual leave
- (ii) public holidays
- (iii) bereavement leave
- (iv) approved leave to attend a Trade Union meeting
- (v) jury service
- (vi) approved training
- (vii) paid sick leave where the absence is a broken part of an eight (8) week period
- (viii) long service leave where the absence is a broken part of an eight (8) week period
- (ix) absence while in receipt of workers' compensation where the absence is a broken part of an eight (8) week period except that should such a period of absence continue through a rostered off week, or should the employee resume work immediately preceding a rostered week off and then return to compensation in respect of the same injury in the week succeeding the rostered week off, the payment shall be limited to the credits established in the preceding seven (7) rostered on weeks of the eight (8) week period. Where a full payment of thirty-five (35) hours at the rate for the classification has been made in respect of such rostered off week, the employer will be entitled to recover that portion in excess of the employee's entitlement under this provision.
- (x) Other authorised and paid leave to which an employee is entitled under the provisions of the Agreement.

9.5 (i) An employee who is absent from work Monday to Friday and is not entitled to payment for that absence under subclause 9.4 hereof (eg unpaid sick leave, failure to report, stoppages etc) shall for each hour the employee is so absent have 1/35th of the weekly wage deducted. The deduction in respect of any day of absence shall not exceed 7/35ths of the weekly wage. Provided that when an employee is absent from duty for a whole shift (eight (8) hours) such employee will not accrue a credit towards payment for the rostered week off.

- (ii) Where the number of credited hours established towards the entitlement for a rostered week off are any number less than thirty-five (35), the employee shall only be entitled to be paid for that percentage of the rostered week off payment that the credited hours established bear to thirty-five (35) and shall be required to take only that number of rostered days off as determined by dividing the number of credited hours established by seven (7) and where such division results in a fraction of a day, the employee shall not be required to take a rostered off day where the fraction is less than 50%, but shall be required to take a rostered off day where the fraction is 50% or more.

9.6 Where an employee is not entitled to a full week rostered off and is available for work or does work under the terms of subclause (ii) hereof on any day of what would normally be a rostered off week:

- (i) the employee shall be considered irregularly rostered;
- (ii) the employee shall be entitled to a payment of 7/35ths of the weekly wage when not employed on a day Monday to Friday on which the employee is entitled to be available for work and is not employed;
- (iii) when employed on any day Monday to Friday a credit will not accrue toward the subsequent rostered off week, the first seven (7) hours of the shift will be paid for at ordinary rates and where appropriate will attract the premiums prescribed in clause 5.2.3 of this Agreement, and the eighth hour, if worked, will not attract any premium but be paid for at overtime rates.

9.7 An employee shall not decline payment of 7/35ths of the weekly wage for any rostered shift Monday to Friday for which such employee cannot report for work because of illness whilst any accrued sick leave entitlements remain, except that an employee shall not be entitled to, or required to take, sick leave in respect of any day in a rostered off week for which such employee is entitled to a wage payment.

This subclause shall not operate in such a way as to preclude an employee applying for leave without pay in extenuating circumstances; however, in these circumstances the terms of subclauses 9.5 (i) and (ii) hereof shall apply.

9.8 The payment in respect of a rostered off week shall be made on the pay day immediately preceding the rostered week off unless the employee has commenced annual leave or long service leave prior to the rostered week off, in which case payment shall be made with the long service leave and/or annual leave payment.

10. Roster Week Accrual

The ordinary rate of pay for an eight (8) hour shift worked as part of the ordinary roster hours of work is 7/35ths of the weekly rate with a credit of 1/35th of the weekly rate plus 25% accruing towards payment for the rostered off week, the shift premium where applicable applies in respect of ordinary roster hours worked on the day

concerned, ie eight (8) hours payment of the shift premium is calculated on the basis of ordinary roster hours worked multiplied by the premium concerned (eg eight (8) hours x 25% for afternoon shift) and is paid in wages for that pay week.

11. Public Holidays

Where a holiday falls on a day on which a rostered shift falls and that day is observed as a holiday without deduction of pay, pursuant to clause 35 Public Holidays of the Agreement, payment for that day is 7/35ths of the weekly rate with a credit of 1/35th of the weekly rate plus 25% accruing towards payment for the rostered off week. Payment for Public Holidays will be in accordance with Clause 35 of the Agreement.

12. Added Days On Annual Leave As Consequence Of Holidays In Rostered Week Off

In addition to clause 35 of the Agreement, an employee is to have one (1) day added to his/her annual leave in respect of a holiday as defined in clause 35 of the Agreement which falls on Monday to Friday in the rostered off week cycle of the roster provided that the employee is required to be rostered off on that day in accordance with this Agreement.

Such added days on annual leave shall be treated for payment purposes as nil loading days.

13. Annual Leave

Annual leave shall be taken in accordance with the provisions of the Agreement, except that where a rostered week off occurs within a period of annual leave, the annual leave period shall be considered to be in one part.

SIGNED _____ On behalf of

SIGNED _____ On behalf of

SIGNED _____ On behalf of

SIGNED _____ On behalf of

SIGNED _____ On behalf of

SIGNED _____ On behalf of

SIGNED _____ On behalf of

SIGNED _____ On behalf of

PORT WARATAH COAL SERVICES LTD
7:1 ROSTER 'B1' (MECHANICAL) AGREEMENT

1. Title

This arrangement shall be referred to as the "Port Waratah Coal Services Ltd 7:1 Roster B1 (Mechanical) Agreement 1995".

2. Parties

The Parties to this Agreement are Port Waratah Coal Services Limited and the Australian Manufacturing Workers Union (AMWU).

3. Incidence

3.1 This Agreement shall apply to Port Waratah Coal Services Ltd as to the employment of, or persons coming within the scope of the conditions of eligibility for membership rule of the Union party to this Agreement in or in connection with the Company's operations at KCT.

3.2 This Agreement shall be read in conjunction with the "Port Waratah Coal Services Certified Agreement/Enterprise Agreement 1998" as varied from time to time.

3.3 Any disputes arising out of the operation of these rostering arrangements shall be progressed in accordance with the Settlement of Disputes procedure of the Award.

4. Operation

4.1 This agreement shall operate from 1 July 1995. It is intended that this 7:1 roster should operate for a period commensurate with the initial term of the Agreement applicable to PWCT and KCT. In the event that circumstances circumvent the duration of this roster discussion will take place between the parties prior to the alteration of this roster. The effectiveness of this roster will be monitored by the parties to assess its suitability particularly as it relates to the company's international competitiveness.

4.2 The parties to this Agreement may seek to vary or terminate this Agreement by not less than seven (7) days notice in accordance with clause 3.4.1 (b) (iii) of the Agreement.

5. Roster Arrangements

5. Roster Arrangements

5.1 Employees shall be individually rostered on a rotating shift work roster over a fifty-six (56) day cycle with regular and irregular rostering. An employee on regular or irregular rostering shall be rostered for work on the basis of one shift of eight (8) hours duration on each of the five (5) consecutive days Monday to Friday of each rostered on week. Each week of regular and irregular rostering (Monday to Friday) shall be known as the five (5) day period. Separate individual allocation arrangements shall apply to overtime shifts on Saturday and Sunday in accordance with existing arrangements. See also Clause 27 (d) of the Agreement.

5.2 Mechanical Tradespersons

5.2.1 The Company shall roster employees in accordance with the roster arrangements set out in Attachment 1 to this Agreement such that in the eight (8) week cycle of the roster, employees shall average thirty-five (35) ordinary roster hours per week. In seven (7) of the eight (8) weeks of the roster cycle employees shall work forty (40) ordinary roster hours per week in eight (8) hour shifts Monday to Friday inclusive, subject to clause 3.4 of the Agreement, shall be in accordance with the shift hours which are specified in clause 8 hereof and in one (1) week of the roster cycle shall be rostered off.

5.2.2 For the purposes of the roster in any week three (3) employees will be rostered on day shift, one (1) employee will be rostered on each of afternoon and night shifts, two (2) employees will be rostered irregularly and one (1) employee will be rostered off. During the eight (8) week cycle of the roster each employee will be rostered for three (3) weeks on Day shift, one (1) week on each of Afternoon and Night Shifts, two (2) weeks on irregular shift and will be rostered off work for one (1) week.

5.2.3 The arrangement at KCT is that mechanical tradespersons work a variation of the 7:1 roster whereby in an eight (8) week cycle such a tradesperson would work three (3) day shifts, one (1) afternoon shift, one (1) night shift, two (2) irregular shifts and be rostered off for one (1) week, for example:

Day-Day-Irregular (1)-Day-Irregular (2)-Night-Off-Afternoon

For the purpose of extending a 7.5 per cent week increase in shift loading to KCT mechanical tradespersons as per the Industrial Agreement 1991, the company would deem one (1) daywork shift to be an irregular shift such that the rotation would be two (2) daywork shifts, two (2) irregular shifts, one (1) afternoon shift, one (1) night shift and one (1) rostered off week. When such a person is working an irregular shift on dayshift this shift would attract no shift loading. Irregular shifts on afternoon and night shift would attract the appropriate loading.

In shift loading terms, a mechanical tradesperson would normally attract the following loadings in an eight (8) week cycle: two (2) at zero, three (3) at 20%, one (1) at 25%, one (1) at 37.5% and a loading of 25% paid on the rostered week off.

- 5.2.4 The roster periods of Day, Afternoon, Night and Irregular shifts shall only apply in respect of the five (5) shifts to be worked as ordinary roster hours, Monday to Friday inclusive, and shall not be considered when manning overtime on Saturday and Sunday.
- 5.2.5 Where an employee is available for overtime work on any Saturday or Sunday regard will be had in allocating overtime to that employee to the ordinary roster shifts to which such employee is allocated in accordance with the roster immediately prior to and subsequent to the Saturday or Sunday concerned to ensure efficient operation.

6. Construction Of Rosters

- 6.1 In determining the allocation of employees to roster panels regard will be had to requests by employees for allocation to particular roster panels where practicable.

Where there are too few or too many requests for allocation to a particular panel they will be determined by ballot or other alternate arrangements agreed by the company.

- 6.2 To even our labour availability, annual leave will be distributed evenly throughout the year.

Where there are competing requests within a panel for annual leave to be taken at similar times they will be determined by ballot or other alternate arrangements agreed by the company.

7. Employees When Irregularly Rostered

- 7.1 Unless otherwise advised as per 7.2 an employee irregularly rostered shall work on Day Shift.

- 7.2 When irregularly rostered an employee may be allocated to any one shift on any day provided that:

- (a) an employee who has worked day shift or afternoon shift shall not be required to work the succeeding night shift and an employee who has worked night shift shall not be required to work the succeeding day or afternoon shift; and
- (b) an employee who has worked day shift and is then required to work afternoon shift on the succeeding day shall not subsequently be required to change shift more than once again that week.

- 7.3 An employee who for any reason is unavailable for work on the working day immediately prior to, or on any day during a week in which the employee is irregularly rostered (including during the week in which the employee would normally be rostered off but is available for work pursuant to clause 9.6 of this Agreement) shall be responsible for ascertaining his/her shift allocation on the next ordinary working day by contacting the company the preceding day.
- 7.4 An employee irregularly rostered to Day, Afternoon or Night Shift hours shall be paid, subject to the provisions of clause 5.2.3 of this Agreement, the shift premium applicable to that shift in accordance with clause 27 (b) of the Agreement.
- 7.5 If an irregularly rostered employee is unavailable to work for whatever reason or has already been rostered for afternoon or night shift, then a day shift employee will fill a shift vacancy. Provided that where the employee is rostered to work a shift for which at least forty-eight (48) hours notice of the requirement to work the shift has not been given such employee will be paid seven (7) hours at double time, one (1) hour at the ordinary rate and shall accrue a credit of 1/35th of the weekly rate towards payment in the rostered off week cycle to be in lieu of all other penalties.
- 7.6 If there is a need to perform work on afternoon and/or night shifts then a day shift employee may be temporarily transferred and be paid the ordinary rates plus shift premiums where appropriate. Provided that where the employee is rostered to work less than five (5) consecutive afternoon or five (5) consecutive night shifts or a shift of which the employee has not received at least forty-eight (48) hours notice of the requirement to work the shift such employee will be paid seven (7) hours at double time, one (1) hour at the ordinary rate and shall accrue a credit of 1/35th of the weekly rate towards payment in the rostered off week cycle to be in lieu of all other penalties.

8. Shift Hours

- 8.1 Subject to clause 3.4.1 (b) (iii) of the Agreement, the commencing and finishing times of shifts for the purposes of the B1 roster shall be:

	START	FINISH
Day Shift	0700 hrs	1500 hrs
Afternoon Shift	1500 hrs	2300 hrs
Night Shift	2300 hrs	0700 hrs

8.2 Meal and Refreshment Breaks

- 8.2.1 Shiftworkers when working eight (8) hour shifts in accordance with this roster B1 Agreement shall be entitled to a meal break of thirty (30) minutes duration which shall be counted as time worked.

- 8.2.2 Meal breaks, whether during ordinary roster hours or overtime shall be so staggered as to permit continuous operations in accordance with the Award.
- 8.2.3 A shiftworker working an eight (8) hour shift in accordance with this Agreement who works overtime for one (1) hour or more immediately after his/her ordinary roster hours of work shall be entitled to a meal break of thirty (30) minutes duration and thereafter shall be entitled to an additional paid meal break of thirty (30) minutes duration for each additional four (4) hours worked.
- 8.2.4 In lieu of the provisions of 3.4.8 (c) (ii) of the Agreement, a shiftworker working an eight (8) hour shift in accordance with this Agreement who works overtime for three (3) hours or more immediately prior to the normal commencing time of his/her ordinary roster hours of work shall be entitled to a paid meal break of thirty (30) minutes duration as near to such employee's normal starting time as practicable.
- 8.2.5 The meal and crib breaks referred to in this clause are not cumulative.

9. Rates Of Pay And Payment Of Wages

- 9.1 The ordinary rate of pay shall be that provided in clause 3.3.1 of the Agreement.
- 9.2 Where an employee, in accordance with the roster arrangements, is required to work an eight (8) hour shift on any day as part of his/her ordinary roster hours of work or where the employee is absent on such a shift in circumstances referred to in clause 9.4 hereof such employee will be paid for that shift 7/35ths of the weekly rate (plus shift premium where appropriate) in his/her ordinary wages for that week and shall accrue a credit of 1/35th of the weekly rate plus 25% of that entitlement towards payment during the rostered off week in the cycle of the roster.
- 9.3 (i) In respect of the accumulation of credits of one (1) hour per day on shifts Monday to Friday towards the rostered off week, the only premium applicable shall be the additional 25% of that entitlement provided for by subclauses (ii) and (iii) hereof.
- (ii) Where an employee is entitled to a full week rostered off, such employee shall receive a payment in respect of that week of the weekly wage for his/her classification plus 25% of that entitlement.
- (iii) Where an employee is not entitled to a full week rostered off, such employee shall be paid for each hour of entitlement established on the basis of 1/35th of the weekly wage for his/her classification plus 25% of that entitlement.

- 9.4 The following paid absences from work during the seven (7) rostered on weeks of an eight (8) hour period shall not affect an employee's entitlement to the payment for such employee's rostered of week:
- (i) annual leave and added days on annual leave
 - (ii) public holidays
 - (iii) bereavement leave
 - (iv) approved leave to attend a Trade Union meeting
 - (v) jury service
 - (vi) approved training
 - (vii) paid sick leave where the absence is a broken part of an eight (8) week period
 - (viii) long service leave where the absence is a broken part of an eight (8) week period
 - (ix) absence while in receipt of workers' compensation where the absence is a broken part of an eight (8) week period except that should such a period of absence continue through a rostered off week, or should the employee resume work immediately preceding a rostered week off and then return to compensation in respect of the same injury in the week succeeding the rostered week off, the payment shall be limited to the credits established in the preceding seven (7) rostered on weeks of the eight (8) week period. Where a full payment of thirty-five (35) hours at the rate for the classification has been made in respect of such rostered off week, the employer will be entitled to recover that portion in excess of the employee's entitlement under this provision.
 - (x) Other authorised and paid leave to which an employee is entitled under the provisions of the Agreement.
- 9.5 (i) An employee who is absent from work Monday to Friday and is not entitled to payment for that absence under subclause 9.4 hereof (eg unpaid sick leave, failure to report, stoppages etc) shall for each hour the employee is so absent have 1/35th of the weekly wage deducted. The deduction in respect of any day of absence shall not exceed 7/35ths of the weekly wage. Provided that when an employee is absent from duty for a whole shift (eight (8) hours) such employee will not accrue a credit towards payment for the rostered week off.
- (ii) Where the number of credited hours established towards the entitlement for a rostered week off are any number less than thirty-five (35), the employee shall only be entitled to be paid for that percentage of the rostered week off payment that the credited hours established bear to thirty-five (35) and shall be required to take only that number

of rostered days off as determined by dividing the number of credited hours established by seven (7) and where such division results in a fraction of a day, the employee shall not be required to take a rostered off day where the fraction is less than 50%, but shall be required to take a rostered off day where the fraction is 50% or more.

9.6 Where an employee is not entitled to a full week rostered off and is available for work or does work under the terms of subclause (ii) hereof on any day of what would normally be a rostered off week:

- (i) the employee shall be considered irregularly rostered;
- (ii) the employee shall be entitled to a payment of 7/35ths of the weekly wage when not employed on a day Monday to Friday on which the employee is entitled to be available for work and is not employed;
- (iii) when employed on any day Monday to Friday a credit will not accrue toward the subsequent rostered off week, the first seven (7) hours of the shift will be paid for at ordinary rates and where appropriate will attract the premiums prescribed in clause 5.2.3 of this Agreement, and the eighth hour, if worked, will not attract any premium but be paid for at overtime rates.

9.7 An employee shall not decline payment of 7/35ths of the weekly wage for any rostered shift Monday to Friday for which such employee cannot report for work because of illness whilst any accrued sick leave entitlements remain, except that an employee shall not be entitled to, or required to take, sick leave in respect of any day in a rostered off week for which such employee is entitled to a wage payment.

This subclause shall not operate in such a way as to preclude an employee applying for leave without pay in extenuating circumstances; however, in these circumstances the terms of subclauses 9.5 (i) and (ii) hereof shall apply.

9.8 The payment in respect of a rostered off week shall be made on the pay day immediately preceding the rostered week off unless the employee has commenced annual leave or long service leave prior to the rostered week off, in which case payment shall be made with the long service leave and/or annual leave payment.

10. Roster Week Accrual

The ordinary rate of pay for an eight (8) hour shift worked as part of the ordinary roster hours of work is 7/35ths of the weekly rate with a credit of 1/35th of the weekly rate plus 25% accruing towards payment for the rostered off week, the shift premium where applicable applies in respect of ordinary roster hours worked on the day concerned, ie eight (8) hours payment of the shift premium is calculated on the basis of ordinary roster hours worked multiplied by the premium concerned (eg eight (8) hours x 25% for afternoon shift) and is paid in wages for that pay week.

11. Public Holidays

Where a holiday falls on a day on which a rostered shift falls and that day is observed as a holiday without deduction of pay, pursuant to clause 3.5.1 Public Holidays of the Agreement, payment for that day is 7/35ths of the weekly rate with a credit of 1/35th of the weekly rate plus 25% accruing towards payment for the rostered off week. Payment for Public Holidays will be in accordance with Clause 35 of the Agreement.

12. Added Days On Annual Leave As Consequence Of Holidays In Rostered Week Off

In addition to clause 37 of the Agreement, an employee is to have one (1) day added to his/her annual leave in respect of a holiday as defined in clause 35 of the Agreement which falls on Monday to Friday in the rostered off week cycle of the roster provided that the employee is required to be rostered off on that day in accordance with this Agreement.

Such added days on annual leave shall be treated for payment purposes as nil loading days.

13. Annual Leave

Annual leave shall be taken in accordance with the provisions of the Award, except that where a rostered week off occurs within a period of annual leave, the annual leave period shall be considered to be in one part.

DATED this day of 1996

SIGNED on behalf of PORT WARATAH)
COAL SERVICES LIMITED)

SIGNED on behalf of the AMWU)

OVERTIME MEALS

Company will provide employee with overtime meal. If this choice of meal is unacceptable the employee may leave the site to get a meal.

Cash payment of meal monies can be received weekly if employee desires it separate from normal pay.

CONTINUITY OF OPERATIONS - RELATING TO THE ETU

In relation to continuation of production by the Electrical tradesmen at Kooragang Terminal, there are several major obstacles in achieving this.

- (1) There is only one electrician on shift to answer breakdown calls.
- (2) He is entitled to the appropriate meal and refreshment breaks as laid down by the award.
- (3) There is no control over the timing or location of breakdowns.
- (4) There are currently up to 5 possible production operations achievable at any one time
 - (a) Rail receivals
 - (b) Vessel loading
 - (c) Recirculation
 - (d) Trucks
 - (e) Ship receivals
- (5) The increased coal throughput translates into less preventative maintenance, or less time for maintenance therefore the higher likelihood of breakdowns.
- (6) The physical layout and size of plant; takes time to get around.
- (7) Other assigned work whilst performing shift duties.
i.e. Preventative maintenance, plant modifications, investigations, ongoing repairs, project work, inspections.
- (8) General plant services that require services of Electricians not directly related to coal flow, ie safety items, lighting, power distribution and isolations, communications (2 way, telephone), the water reticulation system, agglomeration etc.

So whilst the maintenance of coal flowing around the site does take priority, due to any number of above points at any time there will always be an overlapping of times and places that prevent the continuity of coal flowing on all operations all the time.

Especially where more than one stream breaks down at the same time, ie - after large storms, or when there is more than one call at a time.

7:1 ROSTER 'C1' (ELECTRICAL) AGREEMENT



1. Title

This arrangement shall be referred to as the "Port Waratah Coal Services Ltd 7:1 Roster C1 (Electrical) Agreement 1995".

2. Parties

The Parties to this Agreement are Port Waratah Coal Services Limited and the Communications Electrical & Plumbing Union (CEPU).

3. Incidence

3.1 This Agreement shall apply to Port Waratah Coal Services Ltd as to the employment of, or persons coming within the scope of the conditions of eligibility for membership rule of the Union party to this Agreement in or in connection with the Company's operations at KCT.

3.2 This Agreement shall be read in conjunction with the "Port Waratah Coal Services Certified Agreement/Enterprise Agreement 1998" as varied from time to time.

3.3 Any disputes arising out of the operation of these rostering arrangements shall be progressed in accordance with the Settlement of Disputes procedure of the Industrial Agreement.

4. Operation

4.1 This agreement shall operate from 1 July 1995. It is intended that this 7:1 roster should operate for a period commensurate with the initial term of the Agreement applicable to PWCT and KCT. In the event that circumstances circumvent the duration of this roster discussion will take place between the parties prior to the alteration of this roster. The effectiveness of this roster will be monitored by the parties to assess its suitability particularly as it relates to the company's international competitiveness.

4.2 The parties to this Agreement may seek to vary or terminate this Agreement by not less than seven (7) days notice in accordance with clause 27 of the Industrial Agreement.

5. Roster Arrangements

5.1 Employees shall be individually rostered on a rotating shift work roster over a fifty-six (56) day cycle with regular and irregular rostering. An employee on regular or irregular rostering shall be rostered for work on the basis of one shift of eight (8) hours duration on each of the five (5) consecutive days

Monday to Friday of each rostered on week. Each week of regular and irregular rostering (Monday to Friday) shall be known as the five (5) day period. Separate individual allocation arrangements shall apply to overtime shifts on Saturday and Sunday in accordance with existing arrangements. See also Clause 27 of the Industrial Agreement.

Registered
Enterprise Agreement

Industrial Registrar

5.2 Electrical Tradespersons

- 5.2.1 The Company shall roster employees in accordance with the roster arrangements set out in Attachment 1 to this Agreement such that in the eight (8) week cycle of the roster, employees shall average thirty-five (35) ordinary roster hours per week. In seven (7) of the eight (8) weeks of the roster cycle employees shall work forty (40) ordinary roster hours per week in eight (8) hour shifts Monday to Friday inclusive, subject to clause 27 of the Industrial Agreement, shall be in accordance with the shift hours which are specified in clause 8 hereof and in one (1) week of the roster cycle shall be rostered off.
- 5.2.2 For the purposes of the roster in any week three (3) employees will be rostered on day shift, one (1) employee will be rostered on each of afternoon and night shifts, two (2) employees will be rostered irregularly and one (1) employee will be rostered off. During the eight (8) week cycle of the roster each employee will be rostered for three (3) weeks on Day shift, one (1) week on each of Afternoon and Night Shifts, two (2) weeks on irregular shift and will be rostered off work for one (1) week.
- 5.2.3 The arrangement at KCT is that electrical tradespersons work a variation of the 7:1 roster whereby in an eight (8) week cycle such a tradesperson would work three (3) day shifts, one (1) afternoon shift, one (1) night shift, two (2) irregular shifts and be rostered off for one (1) week, for example:

Day-Night-Day-Day-Afternoon-Irregular (1)-Off-Irregular (2)

For the purpose of extending a 7.5 per cent week increase in shift loading to KCT electrical tradespersons as per the Industrial Agreement 1991, the company would deem one (1) daywork shift to be an irregular shift such that the rotation would be three (3) daywork shifts, two (2) irregular shifts, one (1) afternoon shift, one (1) night shift and one (1) rostered off week. When such a person is working an irregular shift on dayshift this shift would attract no shift loading. Irregular shifts on afternoon and night shift would attract the appropriate loading.

In shift loading terms, an electrical tradesperson would normally attract the following loadings in an eight (8) week cycle: two (2) at zero, three (3) at 20%, one (1) at 25%, one (1) at 37.5% and a loading of 25% paid on the rostered week off.

- 5.2.4 The roster periods of Day, Afternoon, Night and Irregular shifts shall only apply in respect of the five (5) shifts to be worked as ordinary roster hours, Monday to Friday inclusive, and shall not be considered when manning overtime on Saturday and Sunday.

- 5.2.5 Where an employee is available for overtime work on any Saturday or Sunday regard will be had in allocating overtime to that employee to the ordinary roster shifts to which such employee is allocated in accordance with the roster immediately prior to and subsequent to the Saturday or Sunday concerned to ensure efficient operation.

6. Construction Of Rosters

- 6.1 In determining the allocation of employees to roster panels regard will be had to requests by employees for allocation to particular roster panels where practicable.

Where there are too few or too many requests for allocation to a particular panel they will be determined by ballot or other alternate arrangements agreed by the company.

- 6.2 To even our labour availability, annual leave will be distributed evenly throughout the year.

Where there are competing requests within a panel for annual leave to be taken at similar times they will be determined by ballot or other alternate arrangements agreed by the company.

7. Employees When Irregularly Rostered

- 7.1 Unless otherwise advised as per 7.2 an employee irregularly rostered shall work on Day Shift.

- 7.2 When irregularly rostered an employee may be allocated to any one shift on any day provided that:

(a) an employee who has worked day shift or afternoon shift shall not be required to work the succeeding night shift and an employee who has worked night shift shall not be required to work the succeeding day or afternoon shift; and

(b) an employee who has worked day shift and is then required to work afternoon shift on the succeeding day shall not subsequently be required to change shift more than once again that week.

- 7.3 An employee who for any reason is unavailable for work on the working day immediately prior to, or on any day during a week in which the employee is irregularly rostered (including during the week in which the employee would normally be rostered off but is available for work pursuant to clause 9.6 of this Agreement) shall be responsible for ascertaining his/her shift allocation on the next ordinary working day by contacting the company the preceding day.

- 7.4 An employee irregularly rostered to Day, Afternoon or Night Shift hours shall be paid, subject to the provisions of clause 5.2.3 of this Agreement, the shift

premium applicable to that shift in accordance with clause 27 of the Industrial Agreement.

7.5 If an irregularly rostered employee is unavailable to work for whatever reason or has already been rostered for afternoon or night shift, then a day shift employee will fill a shift vacancy. Provided that where the employee is rostered to work a shift for which at least forty-eight (48) hours notice of the requirement to work the shift has not been given such employee will be paid seven (7) hours at double time, one (1) hour at the ordinary rate and shall accrue a credit of 1/35th of the weekly rate towards payment in the rostered off week cycle to be in lieu of all other penalties.

7.6 If there is a need to perform work on afternoon and/or night shifts then a day shift employee may be temporarily transferred and be paid the ordinary rates plus shift premiums where appropriate. Provided that where the employee is rostered to work less than five (5) consecutive afternoon or five (5) consecutive night shifts or a shift of which the employee has not received at least forty-eight (48) hours notice of the requirement to work the shift such employee will be paid seven (7) hours at double time, one (1) hour at the ordinary rate and shall accrue a credit of 1/35th of the weekly rate towards payment in the rostered off week cycle to be in lieu of all other penalties.

8. Shift Hours

8.1 Subject to clause 27 (b) (iii) of the Agreement, the commencing and finishing times of shifts for the purposes of the C1 roster shall be:

	START	FINISH
Day Shift	0700 hrs	1500 hrs
Afternoon Shift	1500 hrs	2300 hrs
Night Shift	2300 hrs	0700 hrs

8.2 Meal and Refreshment Breaks

8.2.1 Shiftworkers when working eight (8) hour shifts in accordance with this roster C1 Agreement shall be entitled to a meal break of thirty (30) minutes duration which shall be counted as time worked.

8.2.2 Meal breaks, whether during ordinary roster hours or overtime shall be so staggered as to permit continuous operations in accordance with the Agreement.

8.2.3 A shiftworker working an eight (8) hour shift in accordance with this Agreement who works overtime for one (1) hour or more immediately after his/her ordinary roster hours of work shall be entitled to a meal break of thirty (30) minutes duration and thereafter shall be entitled to an additional paid meal break of thirty (30) minutes duration for each additional four (4) hours worked.

8.2.4 In lieu of the provisions of 3.4.8(c) (ii) of the Agreement, a shiftworker working an eight (8) hour shift in accordance with this Agreement who works overtime for three (3) hours or more immediately prior to the normal commencing time of his/her ordinary roster hours of work shall

be entitled to a paid meal break of thirty (30) minutes duration as near to such employee's normal starting time as practicable.

8.2.5 The meal and crib breaks referred to in this clause are not cumulative.

9. Rates Of Pay And Payment Of Wages

- 9.1 The ordinary rate of pay shall be that provided in clause 23 of the Agreement.
- 9.2 Where an employee, in accordance with the roster arrangements, is required to work an eight (8) hour shift on any day as part of his/her ordinary roster hours of work or where the employee is absent on such a shift in circumstances referred to in clause 9.4 hereof such employee will be paid for that shift 7/35ths of the weekly rate (plus shift premium where appropriate) in his/her ordinary wages for that week and shall accrue a credit of 1/35th of the weekly rate plus 25% of that entitlement towards payment during the rostered off week in the cycle of the roster.
- 9.3 (i) In respect of the accumulation of credits of one (1) hour per day on shifts Monday to Friday towards the rostered off week, the only premium applicable shall be the additional 25% of that entitlement provided for by subclauses (ii) and (iii) hereof.
- (ii) Where an employee is entitled to a full week rostered off, such employee shall receive a payment in respect of that week of the weekly wage for his/her classification plus 25% of that entitlement.
- (iii) Where an employee is not entitled to a full week rostered off, such employee shall be paid for each hour of entitlement established on the basis of 1/35th of the weekly wage for his/her classification plus 25% of that entitlement.
- 9.4 The following paid absences from work during the seven (7) rostered on weeks of an eight (8) hour period shall not affect an employee's entitlement to the payment for such employee's rostered off week:
- (i) annual leave and added days on annual leave
 - (ii) public holidays
 - (iii) bereavement leave
 - (iv) approved leave to attend a Trade Union meeting
 - (v) jury service
 - (vi) approved training
 - (vii) paid sick leave where the absence is a broken part of an eight (8) week period
 - (viii) long service leave where the absence is a broken part of an eight (8) week period

- (ix) absence while in receipt of workers' compensation where the absence is a broken part of an eight (8) week period except that should such a period of absence continue through a rostered off week, or should the employee resume work immediately preceding a rostered week off and then return to compensation in respect of the same injury in the week succeeding the rostered week off, the payment shall be limited to the credits established in the preceding seven (7) rostered on weeks of the eight (8) week period. Where a full payment of thirty-five (35) hours at the rate for the classification has been made in respect of such rostered off week, the employer will be entitled to recover that portion in excess of the employee's entitlement under this provision.
 - (x) Other authorised and paid leave to which an employee is entitled under the provisions of the Agreement.
- 9.5
- (i) An employee who is absent from work Monday to Friday and is not entitled to payment for that absence under subclause 9.4 hereof (eg unpaid sick leave, failure to report, stoppages etc) shall for each hour the employee is so absent have 1/35th of the weekly wage deducted. The deduction in respect of any day of absence shall not exceed 7/35ths of the weekly wage. Provided that when an employee is absent from duty for a whole shift (eight (8) hours) such employee will not accrue a credit towards payment for the rostered week off.
 - (ii) Where the number of credited hours established towards the entitlement for a rostered week off are any number less than thirty-five (35), the employee shall only be entitled to be paid for that percentage of the rostered week off payment that the credited hours established bear to thirty-five (35) and shall be required to take only that number of rostered days off as determined by dividing the number of credited hours established by seven (7) and where such division results in a fraction of a day, the employee shall not be required to take a rostered off day where the fraction is less than 50%, but shall be required to take a rostered off day where the fraction is 50% or more.
- 9.6 Where an employee is not entitled to a full week rostered off and is available for work or does work under the terms of subclause (ii) hereof on any day of what would normally be a rostered off week:
- (i) the employee shall be considered irregularly rostered;
 - (ii) the employee shall be entitled to a payment of 7/35ths of the weekly wage when not employed on a day Monday to Friday on which the employee is entitled to be available for work and is not employed;
 - (iii) when employed on any day Monday to Friday a credit will not accrue toward the subsequent rostered off week, the first seven (7) hours of the shift will be paid for at ordinary rates and where appropriate will attract the premiums prescribed in clause 5.2.3 of this Agreement, and the eighth hour, if worked, will not attract any premium but be paid for at overtime rates.

- 9.7 An employee shall not decline payment of 7/35ths of the weekly wage for any rostered shift Monday to Friday for which such employee cannot report for work because of illness whilst any accrued sick leave entitlements remain, except that an employee shall not be entitled to, or required to take, sick leave in respect of any day in a rostered off week for which such employee is entitled to a wage payment.

This subclause shall not operate in such a way as to preclude an employee applying for leave without pay in extenuating circumstances; however, in these circumstances the terms of subclauses 9.5 (i) and (ii) hereof shall apply.

- 9.8 The payment in respect of a rostered off week shall be made on the pay day immediately preceding the rostered week off unless the employee has commenced annual leave or long service leave prior to the rostered week off, in which case payment shall be made with the long service leave and/or annual leave payment.

10. Roster Week Accrual

The ordinary rate of pay for an eight (8) hour shift worked as part of the ordinary roster hours of work is 7/35ths of the weekly rate with a credit of 1/35th of the weekly rate plus 25% accruing towards payment for the rostered off week, the shift premium where applicable applies in respect of ordinary roster hours worked on the day concerned, ie eight (8) hours payment of the shift premium is calculated on the basis of ordinary roster hours worked multiplied by the premium concerned (eg eight (8) hours x 25% for afternoon shift) and is paid in wages for that pay week.

11. Public Holidays

Where a holiday falls on a day on which a rostered shift falls and that day is observed as a holiday without deduction of pay, pursuant to clause 35 Public Holidays of the Agreement, payment for that day is 7/35ths of the weekly rate with a credit of 1/35th of the weekly rate plus 25% accruing towards payment for the rostered off week. Payment for Public Holidays will be in accordance with Clause 35 of the Agreement.

12. Added Days On Annual Leave As Consequence Of Holidays In Rostered Week Off

In addition to clause 37 of the Agreement, an employee is to have one (1) day added to his/her annual leave in respect of a holiday as defined in clause 35 of the Agreement which falls on Monday to Friday in the rostered off week cycle of the roster provided that the employee is required to be rostered off on that day in accordance with this Agreement.

Such added days on annual leave shall be treated for payment purposes as nil loading days.

13. Annual Leave

Annual leave shall be taken in accordance with the provisions of the Agreement, except that where a rostered week off occurs within a period of annual leave, the annual leave period shall be considered to be in one part.

14. Dayshift "On-Call" Duties

Under normal circumstances the dayshift "on-call" duties will be handled by the tradesperson on dayshift whose following weeks shift is nightshift. The purpose of this is:

- (i) It allows the tradesperson to become familiar with the plant status and recent problems before going onto nightshift.
- (ii) It gives an even distribution of shift duties over the roster cycle.

(iii) This method of shift rotation and delegation of "on-call" duties has been effective and efficient to both the company and the tradesperson with respect to shift handovers and shift duties in general.

In the event that a change of dayshift "on-call" duties is required by the company for unusual circumstances then one (1) of the other dayshiftmen receiving 20% shift premium would be nominated to the role of "on-call" duties. If, however, there are no other tradespersons on dayshift then one (1) of the irregularly rostered tradespersons would be nominated to fill the role of "on-call" duties.

DATED this day of 1996

SIGNED on behalf of PORT WARATAH)
COAL SERVICES LIMITED)

SIGNED on behalf of the CEPU)

PORT WARATAH COAL SERVICES LTD

7:1 DAYWORK ROSTER 'D1'

1. Title

This arrangement shall be referred to as the "Port Waratah Coal Services Ltd 7:1 Daywork Roster D1 Agreement 1996". (The Agreement)

2. Parties

The Parties to this Agreement are:

PWCS
TWU
MUA
AFMPKIU
AMACSU
AWU-FIME
CEPU
CFMEU

3. Incidence

3.1 This Agreement shall apply to Port Waratah Coal Services Ltd as to the employment of, or persons coming within the scope of the conditions of eligibility for membership rule of the Unions party to this Agreement in or in connection with the Company's operations at Newcastle.

3.2 This Agreement shall be read in conjunction with the "Port Waratah Coal Services Certified Agreement/ PWCS Enterprise Agreement as varied from time to time.

4. Operation

4.1 This agreement shall operate from 11th of December 1995. It is intended that this 7:1 Daywork D1 roster should operate for a period commensurate with the initial term of the Agreement applicable to PWCS-Carrington. In the event that circumstances circumvent the duration of this roster discussion will take place between the parties prior to the alteration of this roster. The effectiveness of this roster will be monitored by the parties to assess its suitability particularly as it relates to the company's international competitiveness.

4.2 The parties to this Agreement may seek to vary or terminate this Agreement by not less than seven (7) days notice in accordance with clause 27 (b) (iii) of the PWCS Enterprise Agreement.

5. Roster Arrangements

- 5.1 The 7:1 Daywork roster D1 shall be an eight week cycle of the roster, employees shall average 35 ordinary hours per week. In seven (7) of the eight (8) weeks of the roster cycle employees shall work forty (40) ordinary hours per week in eight and a half (8.5) hour days, inclusive of meal breaks, Monday to Friday inclusive between the hours of 6.00am and 5.00pm in accordance with Clause 27a) "Daywork" of the Industrial Agreement and in one week of the roster cycle shall be rostered off.
- 5.2 Meal and refreshment breaks shall be taken in accordance with Clauses 33 and 34 of the Industrial Agreement.

6. Construction Of Rosters

In determining the allocation of employees to roster groups regard will be had to requests by employees for allocation to particular roster groups where practicable.

7. Daywork Hours

The commencing and finishing times of daywork for the purposes of the D1 roster shall be:

START	FINISH
6.00am	2.30pm
6.30am	3.00pm
7.00am	3.30pm

8. Rates Of Pay And Payment Of Wages

- 8.1 The ordinary rate of pay shall be that provided in Clause 23 of the Industrial Agreement.
- 8.2 (i) In respect of the accumulation of credits of one (1) hour per day Monday to Friday towards the rostered off week, nil premium.
- (ii) Where an employee is entitled to a full week rostered off, such employee shall receive a payment in respect of that week of the weekly wage for his/her classification.
- (iii) Where an employee is not entitled to a full week rostered off, such employee shall be paid for each hour of entitlement established on the basis of 1/35th of the weekly wage for his/her classification.

8.3 The following paid absences from work during the seven (7) rostered on weeks of an eight (8) hour period shall not affect an employee's entitlement to the payment for such employee's rostered off week:

- (i) annual leave and added days on annual leave
- (ii) public holidays
- (iii) bereavement leave
- (iv) approved leave to attend a Trade Union meeting
- (v) jury service
- (vi) approved training
- (vii) paid sick leave where the absence is a broken part of an eight (8) week period
- (viii) long service leave where the absence is a broken part of an eight (8) week period
- (ix) absence while in receipt of workers' compensation where the absence is a broken part of an eight (8) week period except that should such a period of absence continue through a rostered off week, or should the employee resume work immediately preceding a rostered week off and then return to compensation in respect of the same injury in the week succeeding the rostered week off, the payment shall be limited to the credits established in the preceding seven (7) rostered on weeks of the eight (8) week period. Where a full payment of thirty-five (35) hours at the rate for the classification has been made in respect of such rostered off week, the employer will be entitled to recover that portion in excess of the employee's entitlement under this provision.
- (x) Other authorised and paid leave to which an employee is entitled under the provisions of the Industrial Agreement.

- 8.4 (i) An employee who is absent from work Monday to Friday and is not entitled to payment for that absence under subclause 8.3 hereof (eg unpaid sick leave, failure to report, stoppages etc) shall for each hour the employee is so absent have 1/35th of the weekly wage deducted. The deduction in respect of any day of absence shall not exceed 7/35ths of the weekly wage. Provided that when an employee is absent from duty for a whole shift (eight (8) hours) such employee will not accrue a credit towards payment for the rostered week off.
- (ii) Where the number of credited hours established towards the entitlement for a rostered week off are any number less than thirty-five (35), the employee shall only be entitled to be paid for that percentage of the rostered week off payment that the credited hours established

bear to thirty-five (35) and shall be required to take only that number of rostered days off as determined by dividing the number of credited hours established by seven (7) and where such division results in a fraction of a day, the employee shall not be required to take a rostered off day where the fraction is less than 50%, but shall be required to take a rostered off day where the fraction is 50% or more.

- 8.5 Where an employee is not entitled to a full week rostered off and is available for work or does work under the terms of subclause (ii) hereof on any day of what would normally be a rostered off week:
- (i) the employee shall be considered rostered;
 - (ii) the employee shall be entitled to a payment of $7/35$ ths of the weekly wage when not employed on a day Monday to Friday on which the employee is entitled to be available for work and is not employed;
 - (iii) when employed on any day Monday to Friday a credit will not accrue toward the subsequent rostered off week, the first seven (7) hours will be paid for at ordinary rates, and the eighth hour, if worked, will be paid for at overtime rates.

- 8.6 An employee shall not decline payment of $7/35$ ths of the weekly wage for any rostered Monday to Friday for which such employee cannot report for work because of illness whilst any accrued sick leave entitlements remain, except that an employee shall not be entitled to, or required to take, sick leave in respect of any day in a rostered off week for which such employee is entitled to a wage payment.

This subclause shall not operate in such a way as to preclude an employee applying for leave without pay in extenuating circumstances; however, in these circumstances the terms of subclauses 8.4 (i) and (ii) hereof shall apply.

9. Roster Week Accrual

The first hour worked for an ordinary rostered 8 hour day will be the hour accrued toward the rostered off week. The ordinary rate of pay for eight (8) hours worked as part of the ordinary roster hours of work is $7/35$ ths of the weekly rate with a credit of $1/35$ th of the weekly rate accruing towards payment for the rostered off week.

10. Temporary Transfers to Shiftwork

Dayworkers will transfer to shiftwork as required by the Company on any day Monday to Friday, to provide annual leave relief for or to cover other known absences of shift workers or in unforeseen circumstances.

11. Public Holidays

Where a holiday falls on a day on which a roster day falls and that day is observed as a holiday without deduction of pay, pursuant to Clause 35 Public Holidays of the Agreement, payment for that day is 7/35ths of the weekly rate with a credit of 1/35th of the weekly rate accruing towards payment for the rostered off week. Payment for Public Holidays will be in accordance with Clause 35 of the Industrial Agreement.

12. Added Days On Annual Leave As Consequence Of Holidays In Rostered Week Off

In addition to clause 37 of the Industrial Agreement, an employee is to have one (1) day added to his/her annual leave in respect of a holiday as defined in clause 35 of the Industrial Agreement which falls on Monday to Friday in the rostered off week cycle of the roster provided that the employee is required to be rostered off on that day in accordance with this Agreement.

Such added days on annual leave shall be treated for payment purposes as nil loading days.

13. Annual Leave

Annual leave shall be taken in accordance with the provisions of the Agreement, except that where a rostered week off occurs within a period of annual leave, the annual leave period shall be considered to be in one part.

SIGNED _____ On behalf of

SIGNED _____ On behalf of

SIGNED _____ On behalf of

SIGNED _____ On behalf of

SIGNED _____ On behalf of

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On behalf of

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On behalf of

SIGNED

On behalf of

PORT WARATAH COAL SERVICES LIMITED

7 DAY CONTINUOUS ROSTER

1 Title

This Agreement shall be called the "Port Waratah Coal Services Limited 7 Day Continuous Roster Agreement 1998" and shall be referred to as (this Agreement).

2 Parties

The Parties to this Agreement are:

- PWCS
- TWU
- MUA
- AFMPKIU
- AMACSU
- AWU-FIME
- CEPU
- CFMEU

3 Incidence

3.1 This Agreement shall apply to the same parties as the Port Waratah Coal Services Enterprise Agreement.

3.2 This Agreement shall be read in conjunction with the "PWCS ^{Certified} Enterprise Agreement" as varied from time to time and shall have precedence over it.

3.3 Any disputes arising out of the operation of these rostering arrangements shall be progressed in accordance with the Disputes Settlement Procedure of the PWCS Enterprise Agreement.

3.4 This Agreement shall operate from 18 February 1998. It is intended that this 7 Day Continuous Roster shall operate for a period commensurate with the initial term of the PWCS Enterprise Agreement applicable to PWCS-Carrington and PWCS-Kooragang. In the event that circumstances circumvent the implementation/continuation of the rosters contained in this Agreement, discussion will take place between the parties prior to the alteration of this roster. The effectiveness of this roster will be monitored by the parties to assess its suitability particularly as it relates to the company's international competitiveness.

Should a strong case be mounted for an alternative roster or start finish time, an opportunity will be provided for it to be trialed. A strong case requires the support of a clear majority of employees and must meet PWCS needs and the OH & S guidelines of the recognised research institutions.

3.5 The parties to this Agreement may seek to vary or terminate this Agreement by not less than seven (7) days notice in accordance with clause 27 (c) (i) of the "PWCS Enterprise Agreement".

4 Roster Arrangements

4.1 Employees covered by this Agreement shall be individually rostered on a rotating shift work roster over a fifty-six (56) day cycle. An employee shall be rostered for work on the basis of one shift of twelve point five (12.5) hours duration on each of the four (4) consecutive days rostered on followed by four (4) rostered days off.

4.2 PWCS shall roster employees in four (4) crews in accordance with the roster arrangements set out in Attachment 1 to this Agreement such that in the eight (8) week cycle of the roster, employees shall average forty-three point seven five (43.75) rostered hours per week.

The rostered hours consist of thirty-five (35) hours of ordinary hours of work and eight point seven five (8.75) hours of overtime.

4.3 The roster rotation will consist of four (4) consecutive days of two (2) night shifts followed by two (2) day shifts. Two panels will be rostered respectively to night and day shifts and two panels will be rostered off on any one day.

5 Roster Allocation

5.1 In determining the allocation of employees to roster groups regard will be given to requests by employees for allocation to particular roster groups where practicable.

Where there are too few or too many requests for allocation to particular groups they will be determined by ballot or other alternate arrangements agreed by PWCS.

5.2 To even out labour availability, annual leave will be distributed evenly throughout the year.

Where there are competing requests within a group for annual leave to be taken at similar times they will be determined by ballot or other alternate arrangements agreed by the company.

6 Shift Hours

6.1 The commencing and finishing times for the purposes of the 7 Day Continuous Roster shall be:

	Start	Finish
Day	6.30 am	7.00 pm
Night	6.30 pm	7.00 am

6.2 Meal and Refreshment Breaks.

- 6.2.1 Shiftworkers when working twelve point five (12.5) hour shifts in accordance with this roster Agreement shall be entitled to not less than two meal breaks totalling not less than sixty (60) minutes which shall be counted as time worked. Refer to Clause 33 (e) of the PWCS Enterprise Agreement.
- 6.2.2 A shiftworker working a twelve point five (12.5) hour shift in accordance with this Agreement who works overtime for more than one (1) hour immediately after their ordinary roster hours of work shall be entitled to a meal break of thirty (30) minutes duration and thereafter shall be entitled to an additional paid meal break of thirty (30) minutes duration for each additional four (4) hours worked as per clause 33 (d) (i) of the PWCS Enterprise Agreement.
- 6.2.3 When an employee is called upon to work in excess of one point five (1.5) hours but less than four (4) hours before the normal commencement of shift, a paid crib break of fifteen (15) minutes shall be allowed provided that the break is completed prior to the start of their normal shift as per clause 33 (f) (ii) of the PWCS Enterprise Agreement.

7 Administration

- 7.1 For the purpose of administering the roster each twelve point five (12.5) hours rostered shift consists of ten (10) ordinary hours of work and two point five (2.5) hours of overtime.
- 7.2 The ordinary rate of pay shall be that provided in Clause 23 (a) of the PWCS Enterprise Agreement.
- 7.3 In addition of the ordinary rate of pay, shiftworkers working a twelve point five (12.5) hour, four (4) panel, seven (7) day continuous roster shall also be paid a shift premium of 63.93% of the ordinary rate of pay for each hour of rostered shifts. This shift premium reflects an average of the shift allowances, weekday and weekend penalty rates over each roster cycle.

8 Pay Averaging

Pay averaging is a method used to maintain an average payment each week over an agreed eight (8) week period of time.

- 8.1 All employees working the 7 Day Continuous Roster will have their weekly pay averaged to a maximum of forty three point seven five (43.75) rostered hours per week. This will be maintained when all rostered hours are worked each week.
- 8.2 Any absences except for those noted in clause 9.3 of this Agreement will change the average weekly pay in the week the absences occurs.
- 8.3 Allowances, overtime (other than rostered overtime) and any other payments due to an employee will be paid as additional payments in the appropriate pay week.

9 Leave

Approved leave as identified in the PWCS Enterprise Agreement for employees working the 7 Day Continuous Roster will be administered in the following manner:

- 9.1 The following approved leave will be paid at the ordinary rate of pay up to a maximum of ten (10) hours on any one day:

- Annual Leave (including appropriate leave loadings)
- Long Service Leave
- Bereavement Leave
- Family Leave
- Military Leave

9.2 Sick Leave

9.2.1 An employee absent from their normal rostered shift due to personal ill health shall be paid at the ordinary rate of pay up to a maximum of ten (10) hours.

9.2.2 Sick leave shall be calculated on a pro-rata basis for each day/shift taken, seven (7) hours will be deducted from the employees ordinary sick leave balance and 3 hours from the additional sick leave credits. As per clause 39 (b) (iv) of the PWCS Enterprise Agreement for any hours less than ten (10) hours the calculation will be on a pro-rata basis.

9.2.3 When a Dayworker is rostered to an eight (8) week cycle, six (6) hours will be added to the additional hours credits.

9.2.4 When a Dayworker is rostered to the 7 Day Continuous Roster for periods less than one complete cycle point seven five (0.75) hours will be added to the additional hours credits for each week rostered.

- 9.3 The following approved leave will be paid as per the roster less any reimbursements received as identified in the PWCS Enterprise Agreement.

- Jury Service
- Emergency Leave
- Trade Union Training

10 Public Holidays

- 10.1.1 An employee rostered to work on a public holiday will be paid as rostered (see Clause 7.3) (163.93%) plus an additional payment of double the ordinary rate for all time worked, except for Good Friday which will be paid at the rate of double time and one half.
- 10.1.2 When an employee is requested to work hours additional to their normal rostered hours on a public holiday, payment will be at triple the ordinary rate except for Good Friday which will be paid at triple time and one half for all time worked.
- 10.1.3 When an employee is rostered off on a public holiday one (1) day or shift being an ordinary working day or shift shall be added to the employee's period of annual leave with nil loading.
- 10.1.4 An employee rostered off on a public holiday and who works on a public holiday will be paid triple the ordinary rate except for Christmas Day and Good Friday which will be paid at triple time and one half for all time worked in addition to Item 10.1.3.

11 Christmas Day

Christmas Day will be recognised as a rostered day off for all employees working the 7 Day continuous roster.

Employees who would normally have been rostered to work on Christmas Day will receive a payment of ten (10) hours at the ordinary rate of pay. No additional day or shift will be added to their leave with nil loading.

12 7 Day Continuous Roster Relief

12.1 Relief by Overtime

Relief by overtime would usually apply to unplanned absences but can apply to planned absences when rostering to shiftwork is considered unsuitable.

Payment for all worked hours would be at applicable overtime rates.

12.2 Long Term Relief

Long Term relief is when an employee with the required notification of seven (7) days or less with agreement, is rostered to the 7 Day Continuous Roster for periods equal to an eight (8) week cycle for coverage of planned absences.

An employee rostered to Long Term relief will be paid and administered as a 7 Day Continuous shiftworker, attracting the same shift premiums for all rostered hours worked. Pay averaging will apply whilst the employee continues in Long Term relief.

When rostering an employee into Long Term relief and this employee is relieving more than one employee during the eight (8) week cycle, considerations must be given to:

- the working of no more than four consecutive days
- the working of no more than two consecutive night shifts
- the number of full weekends off
- the number of part weekends worked
- no more or no less than twenty eight (28) rostered shifts

Attachment 1

Employee's Roster Cycle

Week	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Ordinary Hours	Roster Overtime	Total Hours
Week 1	N	N	D	D	x	x	x	40	10	50
Week 2	x	N	N	D	D	x	x	40	10	50
Week 3	x	x	N	N	D	D	x	40	10	50
Week 4	x	x	x	N	N	D	D	40	10	50
Week 5	x	x	x	x	N	N	D	30	7.5	37.5
Week 6	D	x	x	x	x	N	N	30	7.5	37.5
Week 7	D	D	x	x	x	x	N	30	7.5	37.5
Week 8	N	D	D	x	x	x	x	30	7.5	37.5

8 Week Cycle

Shift	Week 1							Week 2							Week 3							Week 4						
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Shift 1	N	N	D	D	x	x	x	x	N	N	D	D	x	x	x	x	N	N	D	D	x	x	x	x	N	N	D	D
Shift 2	D	D	x	x	x	x	N	N	D	D	x	x	x	x	N	N	D	D	x	x	x	x	N	N	D	D	x	x
Shift 3	x	x	N	N	D	D	x	x	x	x	N	N	D	D	x	x	x	x	N	N	D	D	x	x	x	x	N	N
Shift 4	x	x	x	x	N	N	D	D	x	x	x	x	N	N	D	D	x	x	x	x	N	N	D	D	x	x	x	x

Shift	Week 5							Week 6							Week 7							Week 8						
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Shift 1	x	x	x	x	N	N	D	D	x	x	x	x	N	N	D	D	x	x	x	x	N	N	D	D	x	x	x	x
Shift 2	x	x	N	N	D	D	x	x	x	x	N	N	D	D	x	x	x	x	N	N	D	D	x	x	x	x	N	N
Shift 3	D	D	x	x	x	x	N	N	D	D	x	x	x	x	N	N	D	D	x	x	x	x	N	N	D	D	x	x
Shift 4	N	N	D	D	x	x	x	x	N	N	D	D	x	x	x	x	N	N	D	D	x	x	x	x	N	N	D	D

MEALS - PWCS-K

Hot meals may be organised by arrangement with the Shift Supervisor, either by:

- a) The Shift Supervisor contacting the BHP canteen to deliver a hot meal to the PWCS-K terminal;
or
- b) If the BHP canteen is too busy to deliver the hot meal to the PWCS-K terminal, the Shift Supervisor will organise an operator to collect a hot meal/meals;
or
- c) The Shift Supervisor will allow the operator to travel to either Mayfield or Stockton to obtain a hot meal from a local shop.

PWCS-K TRADESMEN (MECHANICAL & ELECTRICAL)
SHIFT CHANGEOVERS

In exchange for continuous operation and effective shift changeovers, PWCS will roster each shift tradesmen to commence their nominated shift fifteen (15) minutes early, paid at the relevant overtime rate.

This arrangement will be effective from Monday 31 July 1995.

The provision of continuous operation and effective shift changeover shall include;

- 1 tradesman/tradesmen being available (ie. fully dressed and in possession of 2 way radio) to respond to maintenance or operational requirements at end of shift;
- 2 tradesman/tradesmen who are finishing their shift advising the tradesman/tradesmen on the incoming shift of the progress/requirements of any relevant maintenance or operational matters;
- 3 tradesman/tradesmen who are finishing their shift completing appropriate repairs;
- 4 tradesman/tradesmen who are commencing their shift relieving the tradesman/tradesmen who are finishing their shift on the job, as required.

REDUNDANCY

This will apply to employees of PWCS with prior service with MSB-HPA.

"MSB-HPA service - Subject to the acceptance of the industrial agreement covering integration of all employees at PWCS-C and PWCS-K the Company proposes to recognise (for the purposes of calculating redundancy payments only, if they arise), the prior service of employees with the MSB, or any other State Government Authority where the MSB had in turn recognised such service. The proposal would be to count the number of completed years of service from the start of employment with the MSB up to the date of integration into PWCS-K or PWCS-C under the proposed agreement.

The Company further proposes that the quantum of payment for service up to that date would be calculated on the formula used for MSB redundancies paid to WWFCB members in July 1990, ie. two weeks per year of service up to 26 weeks maximum, based on the MSB-HPA award base rate of pay applicable on the day prior to integration (viz \$512.78). This quantum of payment in dollar terms would be preserved, by adjusting the base rate for movements in the Consumer Price Index (average of eight capital cities) between the quarter immediately prior to integration and the quarter immediately prior to an employee being made redundant."

PWCS will acknowledge prior service with MSB-HPA in the event that future redundancies become unavoidable.

It will not recognise prior service in any other sense, eg. seniority, promotion, etc. All statutory requirements relevant to service will be observed.

ANNUAL LEAVE SENIORS AT PWCS-C

Subject to the provisions of the Annual Holidays Act a Senior Operator who has so acted for more than 60% of his/her time per annum shall be paid annual leave at a rate inclusive of the flat hourly rate component from time to time effective.

ISOLATION OF PLANT WATER

"All Potable and Non-Potable water that is to be isolated by means of an underground valve will be turned off by a PWCS fitter. Water valves aboveground may be isolated by others overseen by a company tradesperson. Above all all plant water isolations should be notified to the Mechanical Department prior to isolation.

Commercial plumbing isolation is exempt except where plant water has to be isolated in which case the fitter will work in with the plumber."

Agreement was reached on valve closures and re-openings as follows:

Closure of Valves

- Fitter to be notified
- Fitter to be in attendance
- Fitter to close valve
- Location, time, reason - to be posted on whiteboard.

Re-opening of Valve

- Fitter to be notified
- Fitter to re-open valve if he is available
- Alan Beacher (PWCS-K Supervisor) can open valve if fitter is not available
- Whiteboard to be updated.

The above does not prohibit work being carried out on Deluge Systems by others, or Fresh Water Systems, eg. Main Office, Workshop, Amenities, etc by licensed plumber.

FIRST AID ALLOWANCE - \$23.02 PER WEEK

This agreement only applies to the following list of employees at the Carrington terminal and shall cease to apply at the cessation of their employment.

Abell L J
Buehler E
Costello S G
Cousins T E
Derwin J W
Durie D A
Eveleigh R A
Gilbertson P N
Graham C R
Kelly D M

Kirkby W H
Martin G W
Morris J F
Paris B G
Portus A J
Priestley J K
Reed N B
Smith J A
Williams J C

NON CONTINUITY OF OPERATIONAL PRODUCTION

In the event of the site being left without any operational/production employees for any reason the site will be left in a safe condition with no coal left in the buffer bins or on conveyors and all machines are to be parked at the down position with long travel anchors lowered.

All such tasks will be paid at the award rate of pay.



PORT WARATAH COAL SERVICES LIMITED

Incorporated in New South Wales

Port Waratah Drive, Carrington, PO Box 57, Carrington, NSW 2294 Phone: (049) 69 3111 Fax: (049) 69 5983 Telex: AA

OUR REF: 91OP204I

YOUR REF:

4 July 1991

Mr D Smith
The Secretary
Australian Foremen Stevedores Association
PO Box 16
MILLERS POINT NSW 2000

Dear Sir

RE: WORKING ARRANGEMENTS OF AFSA MEMBERS

Further to our correspondence of even date this is to confirm the agreement reached with you and your members employed by PWCS regarding working arrangements under the new Industrial Agreement negotiated for integration of the workforces.

Those arrangements are set out hereunder:

1. The company will treat all twelve AFSA members as foremen as defined under the new Industrial Agreement.
2. The twelve AFSA members will work the 7:1 roster A1 in four groups of three. (Copy attached).
3. The twelve AFSA members will work flexibly within those groups such that all ~~three~~ berths are covered for foremens functions at all times. This means that foremen will work at either KCT or PWCT.
4. Flexibility will be provided such that crib breaks under the agreement will be taken without the need for relief, provided that safety is not affected.
5. Foremen will partake in training processes for operators to learn functions of wharf foremen.
6. Foremen will undertake training in other functions as required for purposes of familiarisation and efficiency of foremens role.
7. Relief foremen will be provided from trained operators as required for leave relief, and for crib relief where necessary provided the requirements of 4 (above) are met.

8. The company and the union will prepare through consultation and discussion a list of duties for inclusion in the foreman's role including (but not limited to) such areas as wharf supervision, vessel loading supervision, vessel liaison, training, and planning and recording duties consistent with and necessary to the wharf foreman's role.

We believe the above points constitute our mutually agreed position in relation to working arrangements and look forward to your early confirmation of same.

Yours faithfully



J A CARMODY
OPERATIONS MANAGER

All.

SHOWER BREAKS

Employees who are not required for continuous operation at the end of their shift shall be permitted to take a shower break of ten minutes before the conclusion of their shift, providing the employees remain on site until their rostered ceasing time.

Shower Breaks: Seven Day Shift Workers

Employee shower breaks prior to the end of their shift will be at the discretion of the Supervisor.