

ENTERPRISE AGREEMENT

NO: E.A. 251 /1993

DATE REGISTERED: 24-8-93

PRICE: \$ 16.00

BIRDON SANDS PTY LTD ENTERPRISE AGREEMENT 1993

**An enterprise agreement made in accordance with Division 2,
Enterprise Agreements, Industrial Relations Act, 1991 (NSW)**

INDEX

| Clause | Item |
|---------------|-----------------------------------|
| 1. | Title |
| 2. | Parties |
| 3. | Area, Incidence and Parties Bound |
| 4. | Period of Operation |
| 5. | Relationship to Parent Award |
| 6. | Objectives |
| 7. | Normal Hours of Work |
| 8. | Excessive Hours |
| 9. | Exemptions from Parent Award |
| 10. | Remuneration/ Wage Rates |
| 11. | Payment of Salary |
| 12. | Annual Leave and Public Holidays |
| 13. | Qualifications |
| 14. | Meal Breaks |
| 15. | Grievance Procedure |
| 16. | Matters for Further Discussion |
| 17. | Duress. |

1. TITLE

This agreement shall be known as the "**Birdon Sands Pty Ltd Enterprise Agreement 1993**".

2. PARTIES

This agreement is made in accordance with the provisions of sections 115-142, Industrial Relations Act, 1991 (NSW) between **BIRDON SANDS PTY LTD** (ACN number 003 052 499) of the one part and the **EMPLOYEES** of the said Birdon Sands Pty Ltd in the enterprise (being dredging operations carried out by the company) in the following occupations/trades;

- * **Cutter Suction Dredge Operator/ 10 Metre Tug Operator**
- * **Dredge Operator's Assistant**

3. AREA, INCIDENCE AND PARTIES BOUND

This agreement shall be binding on **Bridon Sands Pty Ltd** and on the **Employees** named in the Schedule to this agreement, and such persons from time to time employed in the enterprise in the trades or occupations of;

- * **Cutter Suction Dredge Operator/ 10 Metre Tug Operator**
- * **Dredge Operator's Assistant**

subject to **Section 121 (2), Industrial Relations Act, 1991.**

4. PERIOD OF OPERATION

This Agreement shall take effect from the beginning of the first pay period commencing on or after the date of the registration of this Agreement under the provisions of the **Industrial Relations Act, 1991**, and shall remain in force for a period of three years.

5. RELATIONSHIP TO PARENT AWARD

The **Quarry Industry Interim (State) Award** (the Parent Award) will continue to regulate the rates of pay and conditions of employment of employees covered by this Agreement, except where the terms of that Award are inconsistent with this Agreement.

6. OBJECTIVES

- (i) It is the objective of the parties to create an environment which will encourage and support a highly motivated and skilled workforce where the participation, freedom of choice and development of employees will increase the productivity of Birdon Sands Pty Ltd and the long term job security of its employees.
- (ii) The employees of Birdon Sands Pty Ltd will be encouraged to work as a team and to become fully aware that any reduction in their own level of performance would result in reduced productivity by the team. The performance of tidal movements is recognised by the employees and accepted as a feature of their working environment.
- (iii) It is recognised that an important factor towards reaching the above objectives is the development of a working environment where all parties are involved in the decision making process. The employees of Birdon Sands Pty Ltd are committed to co-operating positively to increase efficiency, productivity and competitiveness of the industry.

- (iv) The employees of Birdon Sands Pty Ltd have agreed to perform work which is incidental or peripheral to the main tasks or functions and is within the scope of their skills and competence. Work will be organised to maximise the flexibility of the workforce and, as far as possible, to enable employees to work to the limits of their skills and capabilities.
- (v) All employees of Birdon Sands Pty Ltd recognise the importance of Quality Control principles and agree to give full support and co-operation to the introduction of Quality Assurance productivity issues.
- (vi) All Birdon Sands Pty Ltd employees will receive equal access to benefits and conditions and will be expected to contribute their ideas and skills to the continuing improvement of the workplace and work processes.
- (vii) The parties agree that this Agreement Objective is to facilitate-
- * the extraction of the highest possible quality product at the lowest possible cost;
 - * workplace productivity; and
 - * the development and maintenance of the most productive and harmonious working relationship available.
- (viii) All employees recognise that it is the basic condition of their employment that, for most of their working time, they will be located on sites distant from Port Macquarie and that they will be called upon to work the majority of their time on "away from home" basis.

7. NORMAL HOURS OF WORK

- (i) The ordinary hours of work shall not exceed forty per week and shall be worked Monday to Saturday inclusive.
- (ii) For the purpose of travelling to and from a work site, ordinary hours of work shall commence from the time that an employee departs from the Port Macquarie home base until he arrives at the place of work. Ordinary hours of work will also include the time required to travel from the place of work until the employee returns to his normal place of residence.
- (iii) All employees of Birdon Pty Ltd agree to accurately complete time sheets, not to misplace them and to submit them on time to the company's office.
- (iv) Subject to the provisions of this Agreement, normal hours of work will be determined by agreement between the employees and the management, taking due account of the work requirements of the particular job.
- (v) It is acknowledged by the parties that there will be no arrangements for the taking of regular or accumulated rostered days off in lieu of payment of any part of normal hours worked.

8. EXCESSIVE HOURS

- (i) All time worked in excess of forty hours per week shall be paid at the hourly rate applicable at the time in accordance with the rates set out under clause 10 of this Agreement.
- (ii) All work performed in excess of 40 hours per week shall be voluntary and at the absolute discretion of the employees concerned, subject to subclause (iii) of this clause and clause 7 of this Agreement.
- (iii) Birdon Sand Pty Ltd reserves the right to direct employees to cease working excessive hours in order to maintain a safe working place.

9. EXEMPTIONS FROM THE PARENT AWARD

- (i) Birdon Sands Pty Ltd shall be exempt from the following provisions of the Parent Award-

Clause Heading

| | |
|----|--|
| 7 | Wages |
| 9 | Avoidance of Industrial Disputes |
| 12 | Hours of Work |
| 13 | Meal Breaks |
| 15 | Meal Room |
| 16 | Change Room and Conveniences |
| 19 | Protective Clothing |
| 21 | Tools (subclause (i), Allowance paid to tradesmen for supply and maintenance of tools) |
| 23 | Sundays and Holidays |
| 24 | Annual Leave |

- (ii) The Superannuation Levy shall be paid by Birdon Sands Pty Ltd at rates as determined from time to time by legislation.

10. REMUNERATION/ WAGE RATES

- (i) Wages rates shall be no less than those prescribed in the Parent Award.

(ii) Staff shall be employed pursuant to the following classifications, and remuneration shall be not less than (but may be more than) the following rates of pay as determined by Birdon Sands Pty Ltd -

| <u>Classification</u> | <u>Type of Rate</u> | <u>Rates of Pay</u> (\$) |
|--|---------------------|-----------------------------|
| Cutter Suction Dredge Operator/ 10 Metre Tug Operator | | 461.00 (per week) |
| | Home Rate | 11.52 (per hour) |
| | Casual Rate | 13.82 (per hour) |
| | Away Rate | 14.02 (per hour) |
| Dredge Operator's Assistant | | 400.00 (per week) |
| | Home Rate | 10.00 (per hour) |
| | Casual Rate | 12.00 (per hour) |
| | Away Rate | 12.50 (per hour) |

(iii) The Home Rate shall be paid whenever an employee is able to return to the Port Macquarie Home Base at the end of each day. Away rates shall be paid when it is not possible to return to the Home Base in the same day. All travel time will be paid at Home Rates.

(iv) Employees living away from home will be reimbursed payments made for motel accommodation (to three star standard at twin-share rates). Reasonable reimbursement for meal expenses will be paid when not returning to the Home Base on the same day. In every case, accounts and/or receipts for all expenses claimed must be provided.

11 PAYMENT OF SALARY

All wages and salaries will be paid fortnightly by electronic funds transfer to accounts, nominated by the employee concerned, through the ANZ Bank Port Macquarie on Friday of each second week. Funds are available the same afternoon at the ANZ Bank Port Macquarie and at other financial institutions on the following Tuesday.

12. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(i) All permanent employees are entitled to four weeks annual leave for each completed year of service in accordance with the provisions of the **Annual Holidays Act, 1944**.

(ii) Annual leave may be taken in one or more periods as approved by the Management of Birdon Sands Pty Ltd.

(iii) Untaken annual leave shall accrue from year to year and shall be paid out on termination of employment.

(iv) Payment for any gazetted public holiday worked shall be at normal rates as set out in Clause

10 (ii) of this Agreement. An extra day's leave shall be allowed and may be taken in conjunction with annual leave or at any other time approved by the Management.

13. QUALIFICATIONS

- (i) The minimum qualification for employment as a **Cutter Suction Dredge Operator** shall be;
- (a) completion of a trainee/ apprenticeship program approved from time to time by the Vocational Training Board under the Industrial and Commercial Training Act, 1989 (NSW), or other applicable State or Federal legislation; or
- (b) operational experience to a standard approved by Birdon Sands Pty Ltd.
- (ii) The minimum qualification for employment as an operator of a **10 Metre Tug and Barge** is a Coxswain's Ticket.

14. MEAL BREAKS

Meal breaks shall be taken at suitable and appropriate intervals, consistent with the work schedule under way but providing for work to proceed, without interruption, in a safe and efficient manner.

15 GRIEVANCE PROCEDURE

- (i) The procedure for the resolution of industrial dispute will be in accordance with **section 185, Industrial Relations Act, 1991**, which states -

"1. Procedures relating to grievances of individual employees

- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (b) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of this discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work must continue.
- (f) The employee may be represented by an industrial organisation of employees.

2. Procedure for a dispute between an employer and the employees

- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority.
- (b) Reasonable time levels must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure."

16. MATTERS FOR FURTHER DISCUSSION

The Parties agree to commence negotiations on a new Agreement not later than 1 November, 1995. Any variation to this Agreement will be made in accordance with the provisions of **section 125, Industrial Relations Act, 1991.**

17 DURESS

The parties declare that this Agreement is not-

- (i) contrary to public interest,
- (ii) unfair, harsh or unconscionable, and
- (iii) entered into at any stage under duress.

The parties declare that this Agreement reflects the interests and desires of each party.

This Agreement is made at Port Macquarie on this 6th day of July 1993.

SIGNED (on behalf of Birdon Sands Pty Limited)



James Bruce
 Managing Director

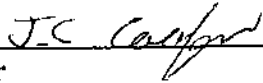
WITNESS



K.Chandler
 Administration, Birdon Sands Pty Ltd.

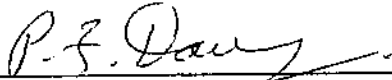
DATED: 6/7/93.

SIGNED (by the employees of Birdon Sands Pty Limited)

**John Charles Cooper**

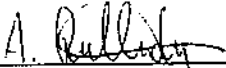
Lot 1, Stoney Creek Road, Pembroke NSW 2446

(Cutter Suction Dredge Operator)

Dated: 6/7/93**Paul Frederick Davey**

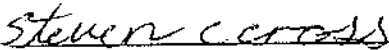
16 Durok Place, Port Macquarie NSW 2444

(Cutter Suction Dredge Operator)

Dated: 6-7-93**Anthony John Rutledge**

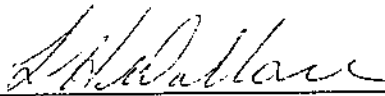
River Street, Telegraph Point NSW 2441

(Cutter Suction Dredge Operator)

Dated: 6-7-93**Stephen Charles Cross**

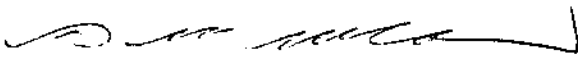
RMB 215, Oxley Highway, Huntington NSW 2446

(Cutter Suction Dredge Operator)

Dated: 6-7-93**Lawrence Hugh Wallace**

Lot 40, Kendall Road, Comboyne NSW 2424

(Cutter Suction Dredge Operator)

Dated: 6-7-93**Robert McMillan**

Pt. Portion 12, Fernbank Creek Road, Port Macquarie NSW 2444

(Dredge Operator's Assistant)

Dated: 6/7/93