

ENTERPRISE AGREEMENT

NO: E.A. 390 /1994

DATE REGISTERED: 30-9-94

PRICE: \$ 52⁰⁰

ELURA MINE ENTERPRISE AGREEMENT 1994

1. Title

This agreement shall be known as the Elura Mine Enterprise Agreement, 1994, and replaces the Elura Mine Industrial Agreement, 1992.

2. Arrangement

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Phuquand
POJ.
W. J. J. J.
Q. J. J.

3. Parties Bound

This Agreement shall apply to and be binding upon :

(a) **Pasminco Australia Limited** (hereinafter referred to as "the Company")

and

(b) **The Australian Workers Union (New South Wales Branch) , The Automotive, Metals and Engineering Union, The Electrical Trades Union (New South Wales Branch) , and Federated Engine Drivers and Fireman's Association (New South Wales Branch)** , (hereinafter referred to as "the Unions") and employees eligible to be members of the Unions who are employed by the Company performing any work covered by this Agreement.

4. Application and Intention

- (i) This agreement shall apply to the employment of all persons engaged in or associated with mining activities and metallurgical plant operations at The Elura Mine in the State of New South Wales.
- (ii) This Agreement has been developed through a voluntary process of consultation and participation with all parties and has been entered into without duress and reflects the on going commitment of the parties to achieve a safe, efficient and hassle free environment which secures the future of the mine and its stakeholders. The intention is to maintain flexibility with respect to work practices and work patterns and ensure that all work is undertaken without any demarcation whatsoever.

5. Duration

- (i) The agreement shall take effect from the date of registration and shall remain in force for a period of 2 years.
- (ii) It is agreed between the Company and the Unions that this agreement be closed to any general community wage adjustment as may be handed down by the New South Wales Industrial Commission and / or any other applicable body for the duration of this agreement, provided that the wage rates as specified in this agreement do not fall below those in any relevant award.
- (iii) Negotiations for the subsequent renewal of this agreement are to commence 6 months prior to expiration of this agreement.

Lawrence
POB
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6. Demarcation

- (i) This Agreement reflects the intention of the parties to achieve flexibility through a commitment to training to remove all forms of demarcation.
- (ii) Employees will work to the best of their ability and perform such work as reasonably required within the bounds of safety, practical competence and training. The performance of tasks will be based on the following criteria:
 - (a) Safety
 - (b) Commonsense
 - (c) Competence
 - (d) Efficiency
 - (e) Legal Requirements
- (iii) Employees will maintain flexibility with respect to work practices and work patterns including:
 - (a) acquiring knowledge and skills to perform work as required.
 - (b) undertaking work and duties consistent with (ii) above.
 - (c) working a shift roster as determined by mutual agreement pursuant to this agreement.
 - (d) Employees who possess relevant skills will train other employees in those skills to ensure that overall competency and flexibility is achieved and maintained.

7. Contract of Employment

- (i) Except as hereinafter provided, employment shall be by the week.
- (ii)
 - (a) All new employees shall be engaged by the Company on a probationary basis for a period of no longer than 12 weeks. The probationary period shall permit the employee to be inducted, undergo initial training and for the assessment of the employee's performance.
 - (b) During the probationary period either party may terminate employment by giving one day's notice.
 - (c) During the period of probationary employment the employee's service will count for the purposes of accruing entitlements and benefits which apply under this Agreement.

- (iii) Employment shall not be harsh, unjust or unreasonable, Employment may be terminated by the giving of notice by either party in accordance with the following scale:

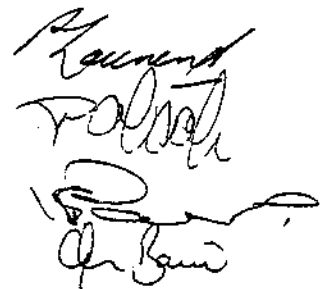
Employee's period of continuous service with the company	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

or, in the case of termination by the company, by pay in lieu of such notice. The period of notice is increased by one week in the event that the employee is over 45 years old and has completed at least 2 years continuous service with the company.

- (iv) The Company shall have the right to deduct payment for any day if an employee cannot be usefully employed because of a strike or through a breakdown in machinery or stoppage of work for which the Company cannot reasonably be held responsible.
- (v) An employee whom the Company proposes to stand down in accordance with paragraph (iv) of this Clause, may elect to take, for the period of the stand down only and for such further time as is reasonably of abode, any Annual Leave to which he is entitled or which is accruing to him and upon such election being exercised, the employee's Annual Leave shall be reduced accordingly.

8. Hours of Work

- (i) Hours worked will be arranged in mutually agreed roster systems, and in accordance with the requirements of the New South Wales Mines Inspection Act and variations prescribed by that Act and shall not breach Section 122 (1) 2. of the New South Wales Industrial Relations Act 1991.
- (ii) All employees shall be allowed during their ordinary working hours, a meal period of 30 minutes for each eight hour shift which shall be counted as time worked. Such meal period shall be taken at such time as will not interfere with continuity of work where continuity is necessary.
- (iii) Leisure Days:
- (a) Other than Continuous Shift Workers and those employees paid in accordance with the Surface Flexibility Agreement - Clause 10 of this agreement, all employees will become entitled to a Leisure Day after each continuous 10 weeks of service.

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- (b) Leisure Days taken by an employee shall be paid at the employee's average ordinary earnings.

9. Rates of Pay and Allowances

- (i) The following weekly rates of pay which include the appropriate Basic Wage shall be paid to adult employees..

		Rates of Pay Per Week \$
(a)	Mine Operations	
	Miner Grade 1	335.67
	Miner Grade 2	353.28
	Miner Grade 3	367.55
	Winder Driver	388.87
	Mechanical Tradesperson	387.53
	Electrical Tradesperson	411.57
(b)	Mill Operations	
	Trainee Operator	350.25
	Operator Grade 1	365.40
	Operator Grade 2	374.60
	Operator Grade 3	386.85
(c)	Surface	
	General Hand Grade 1	346.28
	General Hand Grade 2	352.14
	General Hand Grade 3	367.96
	Mechanical Tradesperson	406.90
	Electrical Tradesperson	432.15

- (ii) The Elura Site Allowance for various labour classifications is:

		Per Week \$
	Underground Production Classifications	56.67
	Mill Operator	99.47
	General Hand	68.89
	Mechanical Tradespeople - Surface	151.29
	- Underground	90.14
	Electrical Tradespeople - Surface	166.19
	- Underground	111.21

(iii) Junior Rates:

- (a) The minimum rates of pay shall be ascertained by calculating the following percentages of the Rates of Pay and Allowances paid to adult employees:

**Percentage of Adult
Rates of Pay and Allowances**

At 16 and under 17 years of age	65%
At 17 and under 18 years of age	75%

- (b) No person under 18 years of age shall be employed Underground.

10. Surface Flexibility Agreement

- (i) The following flat rates of pay shall be paid to the following permanent surface classifications. These rates include negotiated increases as a result of this agreement including all allowances and penalty payments, no other payments shall be paid.

	\$ per Hour for all Hours Worked
Surface	
General Hand Grade 1	13.00
General hand Grade 2	15.00
General hand Grade 3	18.00
Mill	
Trainee Mill Operator	17.00
Operator Grade 1	20.00
Operator Grade 2	21.00
Operator Grade 3	23.00
Mechanical Tradesperson	26.00
Electrical Tradesperson	27.00

- (ii) See attached Memorandum of Understanding .

11. Allowance for Shift Workers

- (i) This clause does not apply to employees paid in accordance with Clause 10. - the Surface Flexibility Agreement.
- (ii) The following allowances shall be paid to both continuous shift workers and three-shift workers, whilst working ordinary rostered shifts.
 - (a) On afternoon shift, Monday to Friday, inclusive, 15% of his all purpose rate of pay.
 - (b) On night shift, Monday to Friday, inclusive, 17.5% of his all purpose rate of pay.
 - (c) A continuous shift worker on a Saturday shift, 50% of his all purpose rate of pay.
 - (d) A continuous shift worker on a Sunday shift, 100% of his all purpose rate of pay.
- (ii) (a) An employee who is transferred from day work to shift work or is transferred from one shift to another shall, where practicable, be given 24 hours notice of the proposed change.
 - (b) Where the 24 hours notice is not given, the employee shall be paid at overtime rates in lieu of shift allowances until the expiration of such 24 hours. Shifts so worked shall be regarded as part of the employee's ordinary hours.
 - (c) This provision shall not apply where the change is made:
 - (i) as a result of the employee's request;
 - (ii) for the purpose of effecting customary rotation of shift;
 - (iii) as an alternative to standing the employee down in circumstances which would entitle the Company to deduct payment for the day.

12. Overtime

- (i) Overtime shall be paid for all time worked :
 - (a) In excess of the ordinary hours prescribed for each shift.
 - (b) On a rostered shift off.
 - (c) Where the rostered shifts in a pay fortnight exceeds 10.

- (ii) Overtime shall be paid:
 - (a) For Employees paid in accordance with Clause 10. at their appropriate flat rate.
 - (b) For all other employees
 - (i) At the rate of time and one half for the first two hours and double time thereafter on Monday to Friday, inclusive.
 - (ii) At the rate of double time on a Saturday or a Sunday.
- (iii) Overtime shall not be paid when the time is worked :
 - (a) By arrangement between the employees themselves subject to the company's approval, or
 - (b) for the purpose of effecting the customary rotation of shifts.
- (iv) An employee who after leaving the job returns to the site by direction of the Company, shall be paid at the appropriate overtime rate referred to in sub clause (ii) for one and one half hours in addition to the time on site. Where the call out is continuous with the commencement of his/her normal hours payment for the call out will cease at the commencement time of his/her ordinary shift.
- (v) Rest period after overtime:
 - (a) When overtime is necessary it shall, wherever practicable, be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days.
 - (b) Should an employee work so much overtime that he/she has not had, or will not have, at least 10 consecutive hours off duty, he/she shall be released after the completion of such overtime until he/she has had 10 consecutive hours off duty - without loss of pay for ordinary hours occurring during such absence.
 - (c) If on the instruction of the Company such employee resumes working without having had such 10 consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Employees paid in accordance with clause 10 shall be be paid at the scheduled flat rate until he/she is released from duty for such period

and he/she then shall be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(d) The provisions of this sub-Clause shall apply as if eight hours were substituted for 10 hours when overtime is worked:

(a) for the purpose of changing shift rosters;

(b) where a shift is worked by arrangement between the employees themselves.

(e) The provisions of this sub-Clause shall not apply after periods of overtime on an employees normal day off, or where other overtime penalties apply.

(vi) Meal Breaks

(a) Should an employee be required to work overtime after the completion of his/her ordinary rostered shift, a meal break of 20 minutes may be taken after 2 hours worked.

(b) All meal breaks taken on overtime shall be allowed without deduction of pay, i.e., paid at the appropriate rate of pay.

(c) The company shall provide a meal at each overtime break.

(d) This sub clause shall not apply to employees who are working a full overtime shift on a Saturday, Sunday or Public Holiday or rostered day off.

(vii) For the purposes of this clause each day shall stand alone.

(viii) An employee shall not be compelled to work for more than six hours without a break for a meal.

13. Time and Payment of Wages

(i) All wages shall be paid at fortnightly into a bank account nominated by the employee.

(ii) All employees shall be issued with a Pay Advice explaining the make-up of his wages including all deductions.

(iii) In the event of an employee's service with the Company terminating, all wages due to the employee shall be paid to him on the day the termination is effective.

14. Requirement to Work in Accordance with the Needs of the Industry

- (i) It is recognised that the industry is a continuous operation, to this end it is agreed that work arrangements must provide flexibility and will involve implementation of rosters to provide cover on each of the seven days of the week
- (ii) For the purpose of meeting the needs of the industry, but subject to Section 29 of the Mines Inspection Act, the Company may require any employee to work reasonable overtime, including work on Saturdays, Sundays and holidays at the rates prescribed by this Agreement.
- (iii) Conditional upon there being no restrictions on working any facet of the operation, every employee will be granted an additional 40 hours annual leave in addition to the entitlements as prescribed by Clause 16 of the Agreement.

15. Public Holidays

- (i) The following days shall be allowed as Public Holidays under this Agreement:

New Year's Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
ANZAC Day
Queen's Birthday
Labour Day
Elura Picnic Day
Christmas Day
Boxing Day

together with any other days which are proclaimed as Public Holidays for the State of New South Wales.

- (ii) The Elura Picnic Day shall be held on the first Tuesday in November, and shall commence at the normal time of commencement of the day shift on the Tuesday and shall conclude at the normal time of commencement of the day shift on the next day.
- (iii) (a) An employee, who is not required to work on a Public Holiday including Continuous Shift worker who is rostered off, shall be paid for the shift not worked at his average ordinary earnings, except for employees paid in accordance with the Surface Flexibility Agreement where payment will be at the employee's scheduled

rate as per Clause 10. This sub-Clause shall not apply to employees absent without leave or reasonable excuse on the working day preceding and the working day succeeding a Public Holiday.

- (b) Payment shall not be made for Elura Picnic Day unless a picnic is held and the employee does attend.
- (iv) An employee required to work on a Public Holiday shall be paid as follows:
 - (a) For employees paid in accordance with the Surface Flexibility Agreement, payment will be at the employee's flat rate scheduled in Clause 10. of this agreement. In addition, an employee required to work on a Public Holiday shall be provided additional paid time off in lieu of the total number of hours worked on the Public Holiday.
 - (b) All other employees required to work on a public holiday shall be paid at the rate of triple time.

16. Annual Leave

- (i) All employees (other than casual employees) shall be entitled to the following periods of Annual Leave for each year of service:
 - (a) in the case of continuous shift workers, 200 hours per year
 - (b) in the case of other employees, 160 hours per year.
- (ii) An employee who during the current twelve monthly period has been engaged for only part of that period as a continuous shift worker shall be entitled to a pro rata proportion of the leave as allowed for in sub clause (i) (a).
- (iii) The annual leave provided for by this Clause shall be allowed and shall be taken and payment not made nor shall it be accepted in lieu of annual leave except:
 - (a) Where employment is terminated.
 - (b) An employee elects, voluntarily, to have any entitlements in excess of the Annual Holidays Act of 1944 (160 hours per year) paid in cash.
- (iv) Where a public holiday, for which an employee is entitled to pay under this Agreement, occurs during the period of additional annual leave provided for by this Clause, the period of leave shall be increased by one day in respect of that public

holiday, and the employee shall be paid at the annual leave rate of pay for the additional day.

- (v) The annual leave rate of pay referred to in this Clause shall be the employee's average weekly earnings, earned by the employee (excluding overtime) for the previous 12 months, except for employees paid in accordance with the Surface Flexibility Agreement where payment will be at the employee's scheduled rate as per Clause 10.
- (vi) On termination, an employee's pro-rata entitlement to annual leave shall be calculated in accordance with the annual leave rates of pay prescribed in (v) above.

17. Long Service Leave

- (i) Long Service Leave shall be taken and paid in accordance with the provisions of the New South Wales Long Service Leave (Metalliferous Mining Industry) Act 1963.
- (ii) In the event of an employee terminating his employment having completed five years continuous service with the Company, the employee shall receive payment for Long Service Leave on a pro-rata basis.

18. Parental Leave

All employees are entitled to maternity, paternity or adoption leave in accordance with the provisions of the New South Wales Industrial Relations Act 1991.

19. Sick Leave

- (i) An employee's entitlement to Sick Leave, to be paid at the scheduled flat rate for employees paid in accordance with clause 10 and for all other employees the average weekly earnings, earned by the employee (excluding overtime) for the previous 12 months, is :
 - (a) in his first year of employment with the Company, five days ;
 - (b) In his second and subsequent years of employment with the Company, ten days per year.
- (ii) An employees entitlement to Sick Leave will be disbursed as follows:
 - (a) 50% of the employee's entitlement will be Credited to the employee's personal Sick Leave Account.

(b) 50% of the employee's entitlement will be Credited to an "Extended Sick Leave Pool" (ESLP)

(iii) The ESLP will operate as follows:

(a) The ESLP will be utilised in providing Sick Leave cover for up to a maximum of six months absence, for non-work related illness or injury.

(b) During extended periods of illness the first five days of the absence will be Debited to the Employee's personal Sick Leave Account, all further absence will be Debited against the ESLP.

(c) Subsequent absences for the same medical condition will be Debited against the ESLP, regardless of the length of absence, providing that the total absence has not exceeded six months.

(d) Management reserves the right to have any ESLP beneficiary independently medically examined.

(e) ESLP benefits will not be available for maternity/paternity cases.

(iv) Employee's personal Sick Leave Accounts shall accumulate from year to year, but not so as to exceed the equivalent of ten years service (50 days).

(v) Employees receiving ESLP benefits for six months will be required to submit to an independent medical examination, to determine the likelihood of a full return to work.

Where the examination indicates that the employee will not be able to resume normal duties within the ensuing six months, the employee's services will be terminated and action taken for a benefit to be paid under the Elura Mine Employees Superannuation Fund, Disability clause.

(vi) Payment for sick leave is totally conditional upon:

(a) the employee, prior to the commencement of such absence, informing the Company of his inability to attend for work, the nature of the illness or injury and the estimated duration of the absence;

(b) the employee furnishing to the Company a doctor's certificate as required.

(vii) An employee is required to furnish a doctor's certificate as follows:

(a) for any absence due to illness or injury in the first three months of service;

- (b) for any absence due to illness or injury where the absence is of two or more days duration, notwithstanding that one of the days may be a paid holiday.
 - (c) for any single day absence due to illness or injury where:
 - the employee has exhausted his/her sick leave entitlements from their personal Sick Leave Account.
 - where two single days sick leave have already been provided in the current year.
- (viii) An employee who is absent from work other than on approved leave and does not produce a doctor's certificate as required, shall be deemed to have been absent from work without authorisation.

An employee absent from work, without authorisation, for a period exceeding two days shall be regarded as having terminated his/her employment.

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

20. Workers' Compensation

Workers Compensation shall be administered in accordance with the provisions of the New South Wales Workers Compensation Acts of 1926 and 1987. Payments for Workers Compensation shall be paid at the employees flat rate in the case of those employees paid in accordance with Clause 10 and for all other employees at the employees average earnings rate.

21. Bereavement Leave

- (i) An employee shall be entitled to a maximum of three days leave (at his/her ordinary time wage rate) without loss of pay on each occasion and on production of satisfactory evidence of death in Australia of the employee's spouse, de facto spouse, father, mother, father-in-law, mother-in-law, brother, sister, husbands or spouses grandparents or child provided the employee attends the funeral and produces satisfactory evidence thereto.
- (ii) Where death of a relative outlined in (i) has occurred outside Australia, an employee shall be entitled to a maximum of five days leave without loss of pay on each occasion and on production of satisfactory evidence of death and location and provided the employee travels outside Australia to attend the funeral and produces satisfactory evidence thereto.

22. Jury Service

- (i) An employee required to attend for jury service during his ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his attendance on such jury service and the amount of ordinary award wages he would have received in respect of the ordinary time he would have worked had he not been on jury service.
- (ii) An employee shall notify the Company as soon as practicable of the day upon which he is required to attend for jury service and shall provide the Company with proof of his attendance, duration of such attendance and the amount he received in respect thereto.

23. Compassionate Leave

- (i) Should a member of an employee's immediate family be ill or injured, an employee may be granted Compassionate Leave to care for the family member.
- (ii) Compassionate Leave is unpaid leave unless the employee elects to take Compassionate Leave as Sick Leave or Annual Leave, depending on his/her accrued entitlements, up to a maximum of five days per annum.
- (iii) For the purposes of this Clause, the members of the employee's immediate family shall be the employee's spouse, parent, child, brother or sister.

24 . Authorised Absence

- (i) In the event that an employee must attend to personal and essential matters during his ordinary working hours, an employee may be granted an Authorised Absence.
- (ii) An Authorised Absence shall be unpaid and an employee may only apply for up to a maximum of four hours absence at any one time.

25. Grievance and Dispute Handling Procedure

- (i) The procedure for dealing with disputes between the Company and an Employee will be as follows:
 - (a) Where a dispute arises which cannot be resolved between the employee and/or the employee's representative and the Supervisor, the matter in dispute will be referred immediately to the Section Superintendent.
 - (b) Failing settlement of the issue at this level, the matter in dispute should be referred to the Department Manager and, if necessary, the General Manager. Discussions will continue between the Management and the Employee's representatives in an attempt to resolve the matter in dispute on site.
 - (c) Failing settlement of the issue at this level, the matter in dispute will be discussed with the employee's appropriate representative.
 - (d) Should the matter not be resolved within 48 hours, the matter will be referred to the appropriate Tribunal under of the N.S.W. Industrial Relations Act.
 - (e) Whilst these procedures are continuing, the status quo shall remain and no stoppage of work or any form of limitation of work shall be applied.
- (ii) It is recognised that problems related to safety and other hazardous situations may arise from time to time which require immediate attention and decision. An unsafe and hazardous situation is a situation on a work site which is considered by employees to endanger their safety.
 - (a) Where a problem arises in connection with safety, the employee will report the matter to his immediate Supervisor.
 - (b) If the matter is not resolved, the employee will contact the Check Inspector and the Check Inspector and the Supervisor will immediately confer in an attempt to resolve the matter to the satisfaction of all concerned.

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- (c) In the event of no immediate agreement being reached, work will be suspended in that situation and the employee re-allocated other work and the matter referred by the Supervisor to the Section Superintendent and then, if necessary, to the Department Manager.
 - (d) If the matter is still unresolved, the matter will be referred to the Registered Mine Manager.
 - (e) Failing resolution of the matter by the Registered Mine Manager, the issue will be referred to the Regional Inspector of Mines who shall make the final decision in that capacity.
 - (f) When it is necessary for work to be done to rectify a dangerous situation the Company and the employees will co-operate to ensure maximum safety to all employees concerned with such work.
 - (g) Whilst these procedures are continuing, the status quo shall remain, and no stoppage of work or any form of limitation of work shall be applied, except as provided in (ii)c above.
- (iii) To minimise work time lost due to Stop Work Meetings, particularly the holding of Stop Work Meetings in Cobar, the following will apply:
- (a) Prior to the holding of any General Business Stop Work Meeting by any Union, at least 24 hours prior to that meeting, discussions are to be entered into and notice of such meeting be given to the Company.
 - (b) Meetings will be held at the mine site (but off the Lease) except for meetings, which the company agrees to be held in Cobar. Accordingly, the Company will make available the off-lease Training Centre for the holding of such meetings.
 - (c) The Company will make arrangements for transport to be made available to transport off-duty shift workers to Cobar at the conclusion of any Stop Work Meeting.

26. Utilisation of Contractors

The following sets out the agreed policy between the Company and the Employees in relation to the use of contractors at the Elura Mine.

- (i) The Company and the Employees have the common objective of maintaining a relatively constant level of full time employees not subject to a constant fluctuation to meet changes in workload.

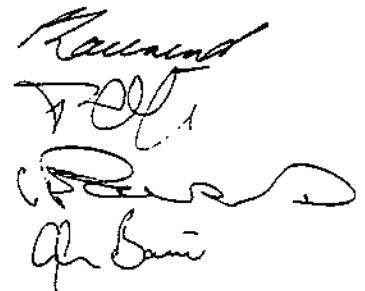
- (ii) To this end it is the agreed policy that the Company will employ on a full time basis sufficient personnel to:
- (a) Fulfil the routine and regular maintenance of the primary equipment and installations used to mine and process the ore.
 - (b) Fulfil the routine and regular operating functions involved in the mining and treatment of ore.
- (iii) Contractors may be used to maintain peripheral or support equipment; service or repair their own or hired equipment; carry out warranty repairs (such repairs restricted to replacement of complete components); provide specialist expertise and services; to handle surges of various types; provide services which are in addition to work normally performed by permanent Elura employees in the normal course of business and for other similar purposes as required.

During the performance of such work, Contract labour will work unaccompanied by Elura personnel, except where the Contract labour is employed on servicing or troubleshooting equipment new to Elura where Elura personnel's expertise will be enhanced by accompanying the Contractor.

Similarly Elura Apprentices can be assigned to work with Contractors to further their training and expertise.

27. Casual and Part-Time Employment

- (i) The Company may engage employees on a casual or part-time basis to fill temporary shortages of labour or to meet additional work requirements.
- (ii) The principles detailed in Clause 26 shall apply when utilising casual or part-time employees.
- (iii) A casual employee shall be paid on an hourly basis at the appropriate rates of pay and allowances referred to in clause 9 plus a Casual Loading of 20%. This Casual Loading covers any entitlement to any paid leave as prescribed by this Agreement.
- (iv) A part-time employee shall be paid at the appropriate rate of pay and allowances, and shall be entitled, on a pro-rata basis, to any paid leave prescribed by this Agreement.
- (v) Casual and Part-Time employees shall not be entitled to Accommodation benefits as prescribed in Clause 31.



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- (vi) Casual employees will not be entitled to any retrenchment benefits or other benefit under this Agreement, Part-time employees will be entitled to a retrenchment benefit prescribed by this Agreement on a pro-rata basis, excluding any entitlement to relocation expenses.

28. Retrenchment

The Company will make every effort to avoid the need of having to retrench employees. However, in the event of retrenchments becoming necessary, it is agreed between the parties that the retrenchments are not voluntary and arise solely as a result of:

- The Company's closure
- Economic factors
- Introduction of new technology
- Restructuring

At the time of retrenchment, the following would apply:

(a) (i) Method of Selection of Employees to be Retrenched

When the Company is not effecting a complete shutdown of its activities, the following method of selecting employees to be retrenched shall apply.

- In deciding which employees are to be retrenched, the Company shall have the discretion to choose those employees to be retained, if any, where due consideration has to be made for the continuity of operations.
- Accordingly, some occupation classes may either be fully exempted from the retrenchment, whilst other classes may need to be included in total or part thereof.

(ii) Employees would be paid the following severance payments:

Period of Service	Payment less than 45 years	Payment over Age 45 years age
Up to 12 months	2 weeks	2.5 weeks
More than 1 year	4 weeks	5.0 weeks
More than 2 years	6 weeks	7.5 weeks
More than 3 years	7 weeks	8.75 weeks
More than 4 years	8 weeks	10.0 weeks

Plus an additional one week's payment for each additional year of service, up to a maximum of 15 weeks payment.

(iii) Severance payments shall be paid on pro-rata years of service.

(iv) All severance payments shall be paid at the higher of:

-The individuals Average Earning Rate,

or

-The Surface Mechanical Tradesperson's
Rate as per Clause 9.

(b) Long Service Leave

(i) For employees with more than five years service, 1.3 weeks payment for each year of service paid at average ordinary earnings.

(ii) For employees with less than five years service, 1.3 weeks payment for each year of service paid at the Surface Mechanical Tradesman All Purpose Rate of Pay as per Clause 9.

(c) All accrued entitlements to Sick Leave, Leisure Days and Annual Leave will be paid out on termination.

(d) Employees who are living in Company accommodation may remain in their house or flat, rent free, for up to four months from the date of retrenchment.

(e) The Company will provide, on termination, an amount of \$1,300.00 for married personnel and \$250.00 for single personnel, to assist with relocation.

(f) (i) Should retrenchments become necessary due to economic factors, the Company guarantees to give individuals a minimum of four weeks notice of termination.

(ii) Should redundancies occur due to technological change or re organisations, the company guarantees to give individuals a minimum of three months notice of termination.

- (g) An employee who is retrenched and is a member of the Company Superannuation Scheme shall receive his full account balance i.e. the employee's own contributions and all the Company's contributions, including interest.
- (h) Retrenched employees shall be entitled to an exit Health Examination by an agreed local doctor, where possible. Such examination to include Hearing tests, chest x-ray (if requested), lung capacity tests and such other tests as are deemed appropriate for the type of work in which the persons are engaged.

29. Protective Equipment

- (i) Each employee shall be provided with three sets of work clothing and a pair of safety boots on engagement.
- (ii) In the event of clothing or boots issued by the Company becoming no longer suitable for protection as a result of "normal wear and tear", replacement clothing and boots will be supplied upon return of the original issue.
- (iii) The Company will launder free of charge employees work clothing which has been issued by the Company.
- (iv) The Company shall supply all necessary protective and safety equipment required by employees.

30. Accommodation

- (i) Those employees who are allocated Company owned accommodation will be required to sign and abide by the provisions of a Tenancy Agreement.

- (ii) (a) The rental on Company Accommodation in Cobar for Permanent Elura Employees will be deducted from wages and the rental levels are set as follows:

	\$ per Week
Self Contained serviced Flat	44.96
Town House	49.07
Three Bedroom House	44.96
Four Bedroom House	49.07

- (b) Rental levels will be maintained at the above levels for the duration of this agreement.

- (c) The company will subsidise the cost of excess water usage up to a maximum of \$200 per year. This subsidy is available to all employees who are responsible for excess water charges whether living in Company accommodation or not.

31. Superannuation

The Company shall contribute 3:1 of employees' base contributions Superannuation contributions to the Elura Mine Award Employees' Superannuation Fund this the additional unit of contribution by the Company representing the Company's obligations for Occupational Superannuation under the 1987 State Wage Case and the Superannuation Guarantee Charge Act 1991. Contributions at 30th June, 1994 are as follows:

Employee Base	\$ 11.17
Company Subsidy - 2:1	\$ 22.34
Company Subsidy - Occupational Superannuation - 1:1	\$ 11.17
	———
Total Company Subsidy - 3:1	\$33.51

32. No Extra Claims

It is a term of this Agreement that the Unions party to this Agreement undertake that for the period of the Agreement, they will not pursue any extra claims, award or over award .

SURFACE FLEXIBILITY AGREEMENT
MEMORANDUM OF UNDERSTANDING

1. **Hours of Work**

Normal Shift	12 Hours
Shifts Worked	Day and Night
Shift Times	8.00 to 8.00
Meal Times	2 @ 25 mins

Four 3 person production crews working continuous shift roster.
Two 4 person operating "day" crews working 4-on 4-off continuous day shifts.

2. **Shift Change Over**

Concentrator operators are required to change over on the job at the start and finish of each shift.

3. **Overtime**

Overtime will be available if required and would continue to be worked on a voluntary basis. All overtime will be at the scheduled flat rate in Clause 10 of the Elura Mine Industrial Enterprise Agreement.

4. **Meal Breaks**

All concentrator Operators and Tradesmen shall be entitled to two twenty-five minute paid meal breaks per 12 hour shift. The taking of meal breaks will be flexible and mutually agreed to suit conditions.

5. **Operations**

The shift production employees will ensure continuing throughput and maintenance of metallurgical performance at all times irrespective of meetings. Tradespersons would make themselves available if required, to ensure performance was maintained.

6. **Swap Shifts**

One way swaps will apply on a mutually agreed basis between Employees in consultation with Supervisors.

7. Training

Cross trade training in the Electrical area will continue.

Training will be conducted for Tradespersons, Operators and General Hands in the use of cranes. Certification required will be:

- Eight tonne crane = Mines Department Certificate
- 20 tonne crane = Workcover Certificate

Only appropriately certificated crane drivers will be used.

8. Grading

Mill Operators shall be graded in the following classifications:

- Operator Grade 1
- Operator Grade 2
- Operator Grade 3

Operators will commence as Trainees and will be promoted one grade on each occasion that they are certificated as being competent in one of the following Mill function groups:

- Grinding, Pumps
- Thickeners and Filters
- Flotation and Control Room

General Hands will be graded in the following classifications:

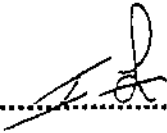
General Hand Grade 1 - this covers changehouse cleaning, collection and disposal of rubbish, assisting tradespersons/operators, operating vehicles for the transport of personnel and materials., trainee storesperson.

General Hand Grade 2 - this covers operating mobile vehicles and equipment, stores personnel.

General Hand Grade 3 - this covers crane driving, rail track maintenance and experienced senior stores personnel.

Certification in a classification or functions within a classification will be achieved once an employee has demonstrated both in theory and in practice that he/she is competent to operate or carry out those functions within a classification

SIGNED for and on behalf of
PASMINCO AUSTRALIA LIMITED

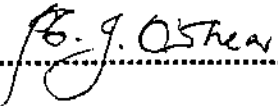

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Ian K. Smith
General Manager - Eiura Mine


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Paul R. Laurent
Manager Administration & Technical

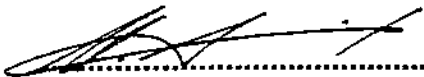
SIGNED for and on behalf of
AUSTRALIAN WORKERS' UNION
New South Wales Branch

x 
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M. J. O'Shea
~~Joint State Secretary~~

SIGNED for and on behalf of
ELECTRICAL TRADES UNION OF AUSTRALIA

New South Wales Branch - Electrical Division


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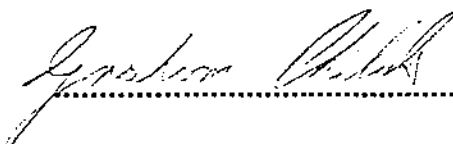
Bert Schmidt
State Secretary

SIGNED for and on behalf of
AUTOMOTIVE, METALS AND ENGINEERING UNION


.....

D. Goodger
State Secretary

SIGNED for and on behalf of
FEDERATED ENGINE DRIVERS AND FIREMAN'S ASSOCIATION
New South Wales Branch


.....

Graham Childs
State Secretary