

ENTERPRISE AGREEMENT

NO: E.A. 421 /1994

DATE REGISTERED: 26-10-94

PRICE: \$ 34-00



THOMAS & COFFEY AUSTRALIA PTY LIMITED

EMPLOYEE RELATIONS AGREEMENT

1. TITLE

This agreement will be known as the Thomas & Coffey Australia Pty Limited BHP Coke Ovens Battery Top Employee Relations Agreement.

2. ARRANGEMENT

1. *Title*
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3. DEFINITIONS

"Act" means the Industrial Relations Act 1991;

"ACTU" means the Australian Council of Trade Unions;

"Company" means Thomas & Coffey Australia Pty Limited;

"Commission" means the Industrial Relations Commission of New South Wales;

"FIA" means The Federated Ironworkers' Association of Australia,
New South Wales Division;

"Location" means BHP Coke Oven Battery Top Newcastle;

"Union" means FIA.

*This Employee Relations Agreement has not been entered into under duress
from any parties associated with this said Agreement.*

4. INCIDENCE AND PARTIES BOUND

4.1 This Agreement binds:-

- (a) Thomas & Coffey Australia Pty Limited and
- (b) FIA

*in respect of all employees engaged on the Coke Oven Battery Top to the
exclusion of all other awards and agreements.*

4.2 It is recognised by the Company and the Union that FIA is the sole union
representing the industrial interests of the employees covered by this
Agreement.

5. OPERATION

*The rates of pay contained in clause 10 to this agreement take effect on
and from the date of registration. Employees covered by this agreement
at the date of registration will be paid the rate of pay in accordance with
that clause 10 on and from 22nd September 1993 or the date
of employment, whichever is the later.*

6. CONTRACT OF EMPLOYMENT

6.1 Work Obligations

*Subject to the provisions of this Agreement, all employees shall be engaged
on a weekly basis (full time or part time) or on a casual basis.*



6.2 *All employees will be engaged for a probationary period of 3 weeks to determine their suitability to carry out tasks required in the BHP Training and Operations Manual.*

6.3 ***Performance of Work***

It is a term and condition of employment and of the rights applying under this Agreement, that an employee:-

- (a) Attends work during the employee's rostered ordinary hours of work and that the employee not be absent from work on any such day without prior approval from the Company other than stipulated in Clause 16 of this Agreement;*
- (b) Performs such work within the range of his ability, as the Company at all times reasonably requires;*
- (c) Participates in training and be accredited in work skills and knowledge to become a flexible member of the work team;*
- (d) In the case of a shift worker, continues work until relieved by a counterpart on the incoming shift or until the Company is able to make suitable arrangements to cover the position;*
- (e) Notifies the Company if unable to work:-*
 - (i) at least one hour before the commencement of the rostered shift*
 - (ii) of the reason for the absence and*
 - (iii) the anticipated duration of absence*
- (f) Utilises the skills and knowledge the employee possesses on the Coke Ovens Battery Top without reservation;*
- (g) Works reasonable overtime in addition to the rostered hours of duty if so required;*
- (h) Uses, as directed by the Company or the BHP Supervisor, protective clothing and equipment provided at all times during each shift;*

- (i) *Complies with the Occupational Health and Safety regulations determined by the Company and BHP or as prescribed by other regulations including but not limited to:-*
- . wearing of Company supplied clothes and safety equipment*
 - . clean shaven whilst on shift*
 - . non smoker*
 - . showers at the end of the shift (maintains personal hygiene)*
- (j) *Observes regulations published by the Company and BHP to provide an orderly and safe workplace, including keeping the workplace and equipment in a clean and safe condition;*
- (k) *Complies with the Industrial Relations Disputes Settlement Procedures at all times: Refer to Clause 17 of this Agreement;*

6.4 Termination of Employment

- (a) *Employment of permanent employees may be terminated by either the Company or employee by one week's notice to the other. If the Company terminates an employee, it may pay the employee one week at single time in lieu of the period of notice. If the employee leaves without notice, he or she will forfeit one weeks pay;*
- (b) *This will not affect the right to the Company to dismiss an employee without notice for:-*
- (i) malingering*
 - (ii) refusal of duty or*
 - (iii) misconduct*

In such cases wages will be paid up to the time of dismissal only.



6.5 Suspension

The Company shall have the right to suspend an employee for malingering, refusal of duty or misconduct on the part of the employee and to deduct payment for any day or portion of a day during which the employee is so suspended.

6.6 Standing Down of Employees

In the event that the Company cannot usefully employ an employee/s as a result of industrial action or through any disruption to production or any stoppage of work by any cause for which the Company cannot reasonably be held responsible, the Company will seek to implement the standing down of such employees in accordance with the provisions of s.231 of the NSW Industrial Relations Act 1991.

7. CASUAL EMPLOYMENT

- 7.1 *A casual employee means an employee engaged and paid as such and whose employment may be terminated upon one hour's notice.*
- 7.2 *At the time of engagement a casual employee will be notified in writing that the engagement is on a casual basis.*
- 7.3 *A casual employee working ordinary time will be paid at the entry level hourly rate prescribed by this Agreement for the work being performed plus 20% (twenty percent). This loading is inclusive of all other entitlements.*

8. PAYMENT OF WAGES

- 8.1 *Wages for casual employees will be paid weekly by electronic transfer of funds into a National Australia Bank Account established by the employee, or cash payment through Armaguard Services as determined by the Company.*

Wages for all other employees will be paid fortnightly by electronic transfer of funds into a National Australia Bank Account established by the employee.

- 8.2 *The Company will keep a record which will indicate the name and occupation of each employee, the hours worked each day and the wages paid each week.*



9. HOURS OF WORK

9.1 *The ordinary hours of work for a full time employee shall be an average of 38 hours per week over the full cycle of the work roster.*

9.2 Day Workers

Start and finish times will normally be between the hours of 6:00am and 6:00 pm unless otherwise determined by agreement between the Company and the majority of employees or a majority of employees in the section affected taking due account of the needs of the business.

9.3 Shift Workers

(Eight Hour Rotating Shift System)

"Day Shift" means any shift starting at 8:00am and finishing at 4:00pm

"Afternoon Shift" means any shift starting at 4:00pm and finishing at 12:00 midnight

"Night Shift" means any shift starting at 12:00 pm and finishing at 8:00am

(Eight Hour Non Rotating Shift System)

"Day Shift" means any shift between the hours of 6:00am and 6:00pm

"Continuous Work" means work carried out with consecutive shifts of employees throughout the twenty four hours of seven consecutive days.

"Rostered Shift" means a shift of which the employee concerned has had at least 48 hours notice.

9.4 *Shift work may be based on an 8 hour rotating shift system or a 12 hour rotating shift system as agreed between the Company and the majority of employees or a majority of employees in the section affected taking due account of the needs of the business.*

9.5 *The ordinary hours of work prescribed herein shall not exceed 12 hours in any calendar day.*

9.6 *The hours of starting and completing shifts may be altered by agreement between the Company and a majority of employees or a majority of employees in the section affected taking due account of the needs of the business.*

9.7 **Meal Breaks**

(a) *Day Workers - on each day worked a meal break of 30 minutes shall be allowed within 5 hours of commencement of work which shall not be counted as time worked.*

(b) **Shift Workers**

(i) *In an 8 hour shift, 20 minutes shall be allowed each shift for crib which shall be counted as time worked;*

(ii) *In a 12 hour shift, 2 meal breaks of 30 minutes each will be allowed about 4 hours apart which shall be counted as time worked;*

(c) *The time of taking meal breaks, whether during ordinary hours or overtime, shall be so staggered as to permit the maintenance of continuous operations.*

10. **RATES OF PAY**

10.1 *Rates of pay as scheduled in items A & B are inclusive of the NSW Basic Wage of \$121.40 per 38 hour week.*

Coke Oven Top Hand whilst training to gain necessary work skills as in clause 10.2.

(a) *Permanent wages per 38 hour up to the 27/4/94 is \$401.00*

(b) *An increase of 3% as from the 27/4/94 for the following 12 months or wage review of contract bringing the 38 hour week to \$413.00*

Coke Ovens Top Hand employees with appropriate training and operations skills.

- (a) Permanent wages per 38 hour week up to the 27/4/94 is \$445.40;*
- (b) An increase of 3% as from the 27/4/94 for the following 12 months or wage review of contract bringing the 38 hour week to \$458.80*

10.2 Standard of training level for Coke Oven Top Hands:-

*As per BHP Coke Oven Tops Training Manual
Rod & Bar Coke Oven Induction
Basic Fire Fighting
Environmental Awareness/Monitoring
Hazard Awareness
Oven Top Skills*

10.3 It is a term of this Agreement that the Unions undertake for the duration of the principals determined by that decision, not to pursue any extra claims, agreement or over agreement payments, except when consistent with those principles.

10.4 Rates of pay in this Clause 10 take into account all work requirements and conditions and no additional amounts (including special allowances) are payable, other than any allowance prescribed by this Agreement.

10.5 Shift Allowance

- (a) Shift workers whilst working rotating shift (Day Shift, Afternoon Shift, Night Shift) will be paid a shift allowance at the rate of \$37.80 per 38 hour week in respect of all shifts worked;*
- (b) Shift Allowance will not be subject to any penalty additions;*

10.6 Leading Hands

Except where otherwise specifically provided for, employees appointed by the Company as Leading Hands shall be paid an additional amount as follows:-

- (a) If in charge of not more than seven employees \$18.50 per 38 hour week;*

10.7 Saturday Rates for Shift Workers

Shift workers for their ordinary shift performed on Saturday shall be paid at the rate of time and one half.

10.8 Sunday Rates for Shift Workers

- (a) Shift Workers for their ordinary shift performed on Sunday shall be paid at the rate of double time;*
- (b) The start and finish of the weekend will be defined by the shift roster;*

11. OVERTIME AND MEALS

11.1 Overtime shall be paid for all time worked in excess of the ordinary hours prescribed by clause 9.1 except when the time worked is:-

- (a) by arrangement between the employees themselves; or*
- (b) for the purpose of effecting the customary rotation of shifts;*

11.2 Overtime shall be at the rate of time and one half for the first two hours and the rate of double time thereafter.

11.3 Double time will be paid for all work done on Sundays.

In addition, where an employee is required to work overtime at the completion of a Sunday Shift, double time payment will continue for the duration of the time worked.

- 11.4 *When an employee is required to continue at work on overtime for more than one and a half hours after the employee's ordinary ceasing time without having been notified before leaving work on the previous day or equivalent time of the requirement to work overtime, the employee shall be provided with a meal or paid \$6.50 for each meal.*
- 11.5 *An additional overtime meal will be provided or meal allowance will be paid for each additional 4 hours of overtime actually worked.*
- 11.6 *Should any employee be required to work overtime such that he or she has less than 8 consecutive hours off duty between the end of his or her normal duties on one day and the commencement of ordinary duties on the next day he or she shall be released after such overtime until he or she has had 8 consecutive hours off duty, without loss of pay for ordinary working time occurring during such release. If on instruction of the Company the employee resumes or continues work without such 8 consecutive hours off duty.*

12. **HOLIDAYS**

12.1 **Traditional Holidays**

The days on which New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day, Boxing Day and an additional day as approved to BHP Coke Ovens employees are observed shall be holidays and employees not required to work shall be entitled to payment for the shift at the classified rate for the aforesaid holidays, but not for Easter Saturday except where that day forms part of the roster.

12.2 **Employees Absent Without Leave**

Payment under this clause shall not be made to an employee absent without leave without acceptable reason to the Company on the working day preceding or the working day succeeding a holiday.

12.3 **Holiday Rate**

All work done on the aforesaid holidays will be paid at the rate of double time and one half.

13. **LONG SERVICE LEAVE**

For long service leave provisions see the Long Service Leave Act 1955 (as amended)

14. **ANNUAL LEAVE**

14.1 **Day Workers and Monday to Saturday Shift Workers**

For annual leave provisions, see Annual Holidays Act, 1944 (NSW).

14.2 **Permanent employees - Annual Leave Rate of Pay**

Annual leave pay will be based on the normal ordinary award rate at the beginning of the annual leave multiplied by the number of days the employee would have been rostered to work during normal time period.

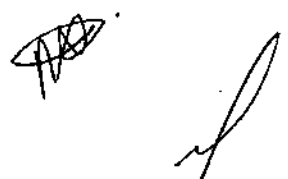
14.3 **Permanent employees - Annual Leave Loading**

- (a) *A loading of 17.5% in accordance with the amount calculated in accordance with clause 14.2 shall be paid for all fully accrued annual leave under this Clause;*
- (b) *Provided that an employee who would have worked on shift work had he not been on annual leave shall be paid whichever is the greater of the 17.5% loading*

OR

the shift allowance and Saturday and Sunday penalties that would have been payable to him in respect of ordinary time during the period of annual leave had he not been on annual leave;

- (c) *Overtime or public holiday penalties shall not be taken into consideration for the purpose of the above calculation;*
- (d) *Annual Leave loading shall apply to fully accrued leave only and does not apply to pro-rata annual leave payments on termination of employment;*



14.4 Days Added to the Period of Annual Leave

- (a) *In the case of an employee who was, at the commencement of his annual leave or long service leave, employed as a seven day shift worker of this Agreement, one day shall be added to his annual leave period or long service leave period respectively, in respect of any holiday prescribed by this Agreement which falls within the period of annual leave or long service leave to which he is entitled under this Agreement;*
- (b) *An employee who is rostered off duty on a day which is a holiday prescribed by this Agreement and who is not required to work on that day shall have one day added to his annual leave period;*
- (c) *An employee who is rostered off duty on a day which is a holiday prescribed by this Agreement and who is required to work part of that day, shall be paid for such work at the rate prescribed by Clause 12, Holidays, and in addition will have pro rata entitlement of an added day for the balance of that day added to the Annual Leave Entitlement;*

This sub-clause shall not apply when the holiday falls:-

- (i) *on a Saturday or Sunday except in the case of employees employed as seven day shift workers;*
 - (ii) *on a Sunday in the case of employees employed as Monday to Saturday shift workers who are regularly rostered for duty on Saturdays and ordinary days;*
- (d) *Any days added in the case of annual leave shall be paid for at the annual leave rate of pay and in the case of long service leave shall be paid for at the long service leave rate of pay;*
 - (e) *Any day or days added in accordance with sub-clause (a) or (b) of this clause, shall be the working day or working days immediately following the period of annual leave or long service leave respectively, to which the employee is entitled under this Agreement;*

- (f) *For the purpose of sub-clause (e) of this clause, working days shall be:-*
- (i) *in the case of any employee who, at the commencement of his period of annual leave or long service leave, as the case may be, was employed as a day worker - any day of the week including a day on which the employee concerned would have been rostered off duty if he were not on annual leave or long service leave, but excluding a Saturday, a Sunday or a holiday prescribed by this Agreement;*
 - (ii) *in the case of any employee who, at the commencement of his period of annual leave or long service leave, as the case may be, was employed as a Monday to Friday shift worker - any day of the week other than Sunday or a holiday prescribed by this Agreement including a day on which the employee concerned would have been rostered off duty if he were not on annual leave or long service leave;*
- (g) *Where the employment of a worker has been terminated and he thereby becomes entitled to payment in lieu of an annual holiday with respect to a period of employment he also shall be entitled to an additional payment for each day accrued to him under Sub-Clause (b) of this Clause, at the annual leave rate of pay;*
- (h) *An employee who is employed as a seven day shift worker who:-*
- (i) *has a day added to his annual leave or long service leave pursuant to Sub-Clauses (a) and (b) of this clause; and*
 - (ii) *such a day falls on a holiday prescribed by Clause 12, Holidays, of this Agreement, on which the employees would have been rostered to work on an ordinary shift were it not for his entitlement to an added day, shall be paid for such a day, in addition to his entitlement under Sub-Clause (d) of this Clause, at the rate prescribed by Sub-Clause (i) of this Clause 12, Holidays, of this Agreement;*

- (i) *In the clause reference to one week and one day shall include holidays and non-working days;*

14.5 Broken Leave

The annual leave will be given and taken in a continuous period or, if an employee and the Company agree, in separate periods approved by management.

15. COMPASSIONATE LEAVE

- 15.1 *An employee (other than a casual employee) will be entitled to a maximum of two working days leave on each occasion, paid at ordinary rate of pay for each day where the employee is absent from work because of death of the employee's close relative (including defacto relatives).*

16. PERSONAL SICK LEAVE

- 16.1 *An employee who is unable to attend for duty during their ordinary working hours by reason of personal illness or personal incapacity not due to their own serious and wilful misconduct shall be entitled to be paid at ordinary time rates for the time of such non-attendance subject to the following:*

- (a) *the employee shall not be entitled to be paid leave of absence for any period in respect of which they are entitled to workers' compensation;*
- (b) *Approval for all sick pay claimed will be dependent on satisfactory notification to the Company at least one hour before the absence commences.*
- (c) *the employee shall prove to the satisfaction of the Company, or, in the event of a dispute, the Industrial Relations Commission of New South Wales, that they are or were unable, on account of such illness or incapacity, to attend for duty on the day or days for which payment under this clause is claimed;*

(d) *Ordinary working hours*

- (i) *in the case of an employee with less than 1 year's continued employment: 40*
- (ii) *in the case of an employee with 1 or more year's continued employment but less than ten year's continued employment: 64*

16.2 (a) *The rights under this clause shall accumulate from year to year so long as the employment continues with the Company, whether under this or any award, so that any part of the number or working hours specified in paragraph (c) of subclause (I), of this clause, which has not been allowed by the Company, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment.*

16.3 *In the case of any employee who otherwise is entitled to payment under this clause by who, at the time of the absence concerned, has not given three month's continual service in their current employment with the Company, the right to receive payment shall not arise until they have given such service.*

16.4 *For the purpose of this clause continuous service shall be deemed not to have been broken by:-*

- (a) *any absence from work on leave granted by the Company;*
or
- (b) *any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case be upon the employee;*

provided that at any time so lost shall not be taken into account in computing the qualifying period of three months.

16.5 *In this clause "ordinary working hours" shall included working hours on shifts known as compulsory roster shifts, ring roster shifts or 21st shifts which are paid overtime rates.*

**17. CONTINUITY OF PRODUCTION AND PROCEDURE FOR
RESOLVING ISSUES AND DIFFERENCES**

The Parties to this Agreement accept and agree to process and resolve employee claims, issues and disputes, areas of disagreement and grievance, conflicts or complaints or any matter which may arise between the Union and the Company according to the following procedures.

- (a) The employee is to discuss his grievance with his Supervisor.*
- (b) If the grievance is not resolved the employee is to discuss the grievance with his on site Contract Manager.*
- (c) If the employee is still not satisfied he may refer the grievance to his Union delegate who will take up the issue with the on site Contract Manager.*
- (d) If the Union delegate is not satisfied he may refer the grievance to his Union.*
- (e) The Union official is to discuss the grievance with the Company Manager.*
- (f) Whenever a matter cannot be resolved by discussion, members of the Union shall not participate in any industrial action and will work normally and without interruption and the matter shall be referred to the Industrial Registrar for determination by a member of the Industrial Commission of NSW and subject to an appeal under the Industrial Arbitration Act 1992, such decision shall be final and shall be accepted by the parties.*

It is the intention of the parties that grievances will be resolved as quickly as possible. It is the obligation of the management representative involved at the appropriate stage of the procedure to give response by the end of his next ordinary shift of work. In the event that a definitive answer is not possible at that time, a progress report will be given which will include a time by which a definitive response will be made.

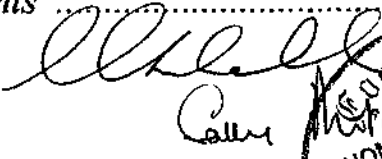

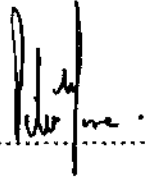
If a Union delegate or official is of the view that a serious industrial situation is developing, he will call for an immediate conference of the parties by contacting the Company Manager.



THOMAS & COFFEY AUSTRALIA PTY LIMITED

EMPLOYEE RELATIONS AGREEMENT

This Agreement hereby binds Thomas & Coffey Australia Pty Limited and the FLA Union Members engaged on the Coke Oven Battery Top to the exclusion of all other Awards and conditions.

Dated this 17TH Day of SEPTEMBER 1993


 Signature of Company Representative 

 Name of Title of Signatory PETER GORE MANAGER.

Signature of Union Representative 
 Name and Title of Signatory  MARK ANDERSON
Branch Sec Newcastle
Branch F.I.A of Australia NSW Division

Witness of Agreement 