

ENTERPRISE AGREEMENT

NO: E.A. 67 /1995

DATE REGISTERED: 6-3-95

PRICE: \$ 48-00

Peak Hill Gold Mine Enterprise Agreement 1994

An Enterprise Agreement established for the Peak Hill Gold Mine which has been negotiated between Associated Gold Fields N.L., and the Australian Workers' Union, New South Wales Branch in accordance with Chapter 2, Part 3 Division 2 of the New South Wales Industrial Relations Act 1991.

1. TITLE

This Agreement shall be known as the "Peak Hill Gold Mine Enterprise Agreement 1994".

2. ARRANGEMENT

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3. PARTIES BOUND

This Agreement shall apply to and be binding upon:

- (a) Associated Gold Fields N.L. (being the operator of the Peak Hill Gold Mine on behalf of the Joint Venture partners Associated Gold Fields N.L. and Alkane Exploration N.L.) and Macmahon Contractors Pty. Ltd. (Hereinafter Associated Gold Fields NL and Macmahon Contractors Pty. Ltd. will each be referred to as "The Company".)

and

- (b) The Australian Workers' Union, New South Wales Branch (hereinafter referred to as "the Union") and employees eligible to be members of the Union who are employed by the Company or employed by any contractors performing or executing work covered by this Agreement on behalf of the Company on a full-time or regular basis.

4. APPLICATION AND INTENTION


- (a) This Agreement shall apply to the employment of all persons engaged in the mining, crushing, stacking, heap leaching and gold recovery activities at the Peak Hill Gold Mine.
- (b) This Agreement has been developed through a voluntary process of consultation and participation with the parties and without duress and reflects the commitment of the Company and the Union to achieve safe, efficient, cost-effective and harmonious operations at the Peak Hill Gold Mine.
- (c) This Agreement shall totally regulate the terms and conditions of the employment of employees who would be otherwise employed under the Metalliferous Mining Industry (State) Award 1993.

5. DURATION

- (a) This Agreement shall take effect from the ____ day of ____ 1995, being the date of Registration, and shall remain in force for a period of two years.
- (b) Any variations to this Agreement shall be processed in accordance with Section 125 of the Industrial Relations Act, 1991, as amended.

6. CONTRACT OF EMPLOYMENT

- (a) **Fortnightly Employment**
Except as hereinafter provided, employment pursuant to this Agreement shall be by the fortnight.
- (b) **Casual Employment**
- (i) The Company may engage employees on a casual basis to fill temporary shortage of labour or to meet additional work requirements.
- (ii) A casual employee shall be paid only for actual hours worked and shall be paid at the appropriate hourly rate plus a casual loading of 20%. The casual loading is paid in lieu of any entitlement to any paid leave as prescribed in this Agreement.


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- (iii) A casual employee shall be entitled to overtime payment when the hours worked exceed 7 hours 36 minutes on any day.
 - (iv) The overtime shall be paid at the rates provided in Clause 11 (b)(i) calculated on the employees appropriate hourly rate plus casual loading.
 - (v) Termination of a casual employee shall require one day's notice on either side given at any time during the week or the payment or forfeiture of one day's pay as the case may be.
- (c) **Probationary Employment**
- (i) All new employees shall be initially engaged by the Company on a probationary basis for a period of 12 weeks. The probationary period shall permit the employee to be inducted, undergo initial company training and for the Company to assess the employee's performance.
 - (ii) During this probationary period either party may terminate employment by giving one day's notice.
 - (iii) 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.
- (d) **Performance and Flexibility**
- (i) An employee will work to the best of his/her ability and will perform such work as reasonably required by the company within the bounds of the practical competence, training and safety of the employee.
 - (ii) The Company will require flexibility of employees with respect to work practices and work patterns including:
 - (A) acquiring knowledge and skills to operate the plant, equipment and processes proficiently;
 - (B) undertaking work and duties as directed by the Company and consistent with (i) above;
 - (C) working in a shift roster system as determined pursuant to this Agreement;
 - (D) working in any section of the operation; and
 - (E) working a reasonable amount of overtime.

(iii) Employees shall comply with the General Conditions of Employment as defined in the individual's letter of offer and the Employee Handbook.

(e) **Stand Down**

(i) The Company shall have the right to stand down any employee and to deduct payment for any day any employee cannot be usefully employed because of any stoppage of work through any cause for which the Company cannot reasonably be held responsible.

(ii) In the event that any employee is stood down, any such employee shall continue to accrue for a period of six weeks service related benefits established pursuant to this Agreement.

(iii) Any employee who is stood down may, at any time during the period of stand down, terminate their employment without notice and shall be entitled to all monies due to them to the time of termination.

(iv) Any employee who has been stood down and who elects to take other employment shall be entitled to work out a notice period of up to one week with the second employer provided he or she notifies the Company of his or her intention.

(f) **Abandonment of Employment**

Any employee who cannot attend for duty shall notify the Company on or before the first day of the absence. In the event that an employee is absent for more than three consecutive working days without notifying the Company, the Company will assume that the employee has abandoned employment and terminate the employee effective from the last day of work the employee attended.

(g) (i) **Termination of Employment**

Termination shall not be harsh, unjust or unreasonable. Employment may be terminated by the Company giving notice in accordance with the following scale:

| Employee's period of continuous service with employer | 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, by payment 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.

(ii) The employee is required to provide two weeks notice of termination or forfeiture of two weeks wages.

(iii) **Summary Dismissal**

Notwithstanding the provisions of 6(g)(i) above, the Company shall have the right to dismiss an employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty and in such cases wages will be paid up to the time of dismissal only.

(iv) **Statement of Employment**

The Company shall, upon receipt of a request from an employee whose employment is terminated, provide to the employee a written statement specifying the period of his or her employment, and the type of work performed by the employee.

7. TRADE UNION

(a) **Recognition of Rights**

The Company recognises the rights of employees to belong to the Union and for the Union to represent its members. Whilst the Union and employees accept that it is the right of the Company to plan, organise, manage and decide finally on the operations, the Company acknowledges the important contribution of employees towards achieving efficient operations.

(b) **Right of Entry**

A duly accredited representative of the Union shall have the right to enter the minesite provided the representative agrees:

(i) to comply with the normal procedures which apply to non-Company personnel visiting the site;

(ii) not to interview employees during working hours without the permission of the Company.

(c) **Job Representatives**

Any employee elected as a job representative shall, upon written notification thereof by the Union to the Company be recognised as the accredited representative of the Union and he/she shall be allowed the necessary time on site during working hours to discuss matters affecting the employees whom he/she represents with a representative of the Company without loss of pay.

(d) **Union Notice Board**

The Company shall provide a notice board of reasonable dimensions which shall be for the exclusive use of the Union to display notices to employees.

(e) **Trade Union Training Leave**

Subject to a written request from the Union for a particular employee to undertake approved trade union training and subject to agreement with the Company (such agreement will not be unnecessarily withheld) the employee shall be permitted the appropriate time off work without loss of wages.

The Company shall not be required to grant to more than two employees from any particular establishment leave to undertake training in any calendar year and the maximum combined period of leave from any establishment shall be ten days.

(f) The Company shall facilitate the deduction of union membership dues through the Company payroll upon being provided with the appropriate written authorisation of the employee.

8. HOURS OF WORK

(a) For the purpose of establishing rosters and for the determination of salary and overtime payments, the ordinary hours of work shall be deemed to average 38 hours per week.

(b) All employees will work in one of the agreed roster systems detailed in Schedule 1 of this Agreement or any other roster determined as appropriate to overall operations and manning requirements from time to time, provided that in no case shall ordinary working hours exceed:

(i) eight during any consecutive twenty-four hours for 8 hour shift workers, or

(ii) twelve during any consecutive twenty-four hours for 12 hour shift workers, or

(iii) 152 in twenty-eight consecutive days in the case of both 8 hour shift and 12 hour shift workers

except in the case of rostering arrangements which provide for the weekly average of 38 ordinary hours to be achieved over a period which exceeds 28 consecutive days.

(c) For the purposes of rostering, the following definitions shall apply:

- (i) "Day Shift" for an 8 hour shiftworker or day worker is any shift of 8 hours worked between the hours of 6am and 6pm.
 - (ii) "Afternoon Shift" for an 8 hour shift workers means any shift finishing after 6pm and at or before midnight.
 - (iii) "Night Shift" for an 8 hour shift worker means any shift finishing after midnight and at or before 8am.
 - (iv) For 12 hour shift workers "day shift" means a 12 hour shift commencing between 6am and 8am and finishing between 6pm and 8pm.
 - (v) For 12 hour shift workers "night shift" means a 12 hour shift commencing between 6pm and 8pm and finishing between 6am and 8am the following day.
 - (vi) "Continuous Shift Worker" means an employee who is rostered to work in a shift system which provides coverage 24 hours per day, 7 days per week.
- (d) In relation to shift commencement and shift finishing times, the following shall apply:
- (i) Shift Workers shall:
 - (A) changeover at the designated shift commencement and shift finishing times "on the job",
 - (B) in the event of an employee not commencing as rostered, the employee completing his/her rostered shift shall remain on the job until such time as alternative arrangements are made to cover the shift.
 - (ii) All other employees shall:
 - (A) be at the workplace crib room ready to commence work at the designated shift commencement time.
 - (B) remain on the job until the designated shift finishing time.
- (e) Any employee who is required to transfer from one roster system to another or from one shift to another shall be provided with at least 24 hours notice of the transfer or change.

Where any employee is transferred to another shift for which he/she shall be paid at overtime rates in lieu of other penalty payments for any time worked on his/her new shift within that 24 hour period of notification .

In any event an employee shall have at least 10 hours off work prior to commencing a new roster system or changing to another shift.

- (f) Any employee who as a result of a change of roster systems or who works more hours in the fortnight than he/she would have worked should he/she have continued to work in the previous roster system will be paid at overtime rates for the additional hours worked.

9. MEAL BREAKS

- (a) All employees who are rostered to work in an 8 hour roster system shall be entitled to a meal break of 30 minutes which shall be counted as timed worked.
- (b) Employees who are rostered to work in a 12 hour roster system shall be entitled to two meal breaks of 25 minutes each which shall be counted time worked. The Company and the majority of affected employees may, by agreement, combine the two 25 minute meal breaks into one break of 50 minutes duration.
- (c) With respect to taking meal breaks, the following shall apply:
 - (i) all meal breaks shall be taken at such time as will not interfere with continuity of work and may be staggered within a crew to enable continuity of work or production;
 - (ii) the time allowed for meal breaks is the actual time in the crib room.

10. WAGE RATES AND GRADING CLASSIFICATIONS

- (a) Due to the requirement for flexibility of jobs and duties within the Operation, all employees under this Agreement shall be classified as "Mine Workers".
- (b) The following base wage rates shall apply to the various grades of Mine Worker as defined in (c) hereof:

| <u>Classification</u> | <u>Base Wage Rate Per Week</u> |
|-----------------------|--------------------------------|
| Mine Worker Grade 5 | \$426.90 |
| Mine Worker Grade 4 | \$452.70 |
| Mine Worker Grade 3 | \$468.70 |
| Mine Worker Grade 2 | \$486.70 |
| Mine Worker Grade 1 | \$510.60 |

(c) The following definitions shall be used to determine the appropriate classification of employees;

- (i) **Mine Worker Grade 5** means an employee appointed as such and who would normally be involved in the following work activities:
- general labouring and cleaning duties
 - general work in crushing and stacking operations
 - offsidng to drillers and powder monkeys
 - trainee operator in gold plant.
- (ii) **Mine Worker Grade 4** means an employee appointed as such and who has demonstrated practical competence, knowledge and skills and primarily works in the following activities:
- drilling waste and ore
 - operating mine dump trucks
 - appointed a competent operator in crushing and stacking operations
 - appointed a competent operator in heap leaching and gold plant operations.
- (iii) **Mine Worker Grade 3** means an employee appointed as such and who has demonstrated practical competence, knowledge and skills and primarily works in the following activities:
- operating any of the mobile mining equipment, including dump trucks, water carts, front end loaders, dozers and scrapers
 - shotfirer
 - appointed the senior operator in ore crushing and stacking operations
 - appointed as the senior operator in heap leaching and gold plant operations.
- (iv) **Mine Worker Grade 2** means an employee appointed as such and includes an employee who:
- possess electrical or mechanical trade qualifications and is primarily involved in the maintenance of mobile and fixed plant and equipment
 - possess competence in the operation of mobile mining equipment and is primarily engaged in shovel/excavator operations.
- (v) **Mine Worker Grade 1** means an employee appointed as such and who, in addition to being competent and operating any mobile mining equipment, is primarily engaged in co-ordinating and supervising shift mining activities.

The progression of an employee from one Mine Worker Grade to a higher Mine Worker Grade is dependent upon:

- there being a vacancy in the work section for the employee to be appointed;
 - the employee possesses knowledge and competence for the position through demonstrating practical and theoretical knowledge and being certificated as such.
- (d) The rates of pay in (b) above shall be adjusted by 4% effective from the first pay period commencing on or after the 1st July 1995. Such increase shall be in lieu of any general wage increases determined by the New South Wales Industrial Relations Commission, subject to the provisions the Industrial Relations Act 1991 that shall prevail.
- (e) The base wage rates prescribed in paragraph (b) hereof have been determined inclusive of all and any disabilities associated with the location and work environment at the Peak Hill Gold Mine.
- (f) In addition to the Classification Wage Rate prescribed in paragraph (b) hereof, employees with a mechanical and/or electrical trade background primarily employed in maintenance positions shall be paid a tool allowance of \$9.30 per week paid for all purposes of the Agreement.

This allowance is paid for employees to supply and maintain a basic kit of tools.

- (g) The calculation of overtime payments, shift allowances and weekend penalties shall be based on the employee's base wage rate.
- (h) (i) "Roster Earnings" will be calculated for each employee taking into account:
- the employee's Mine Worker Grade;
 - hours rostered to work in excess of an average of 38 per week; and
 - work performed during the course of the roster on Saturdays, Sundays and on the afternoon and night shifts.
- (ii) In calculating the "Roster Earnings" the following shift allowances and weekend penalties shall apply:
- employees rostered to work ordinary hours on afternoon and night shifts, Monday to Friday inclusive, shall be paid a loading of 17.5%;



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- employees rostered to work ordinary hours between midnight Friday and midnight Saturday shall be paid time and one half;
 - employees rostered to work ordinary hours between midnight Saturday and midnight Sunday shall be paid double time;
 - overtime penalties as provided for in Clause 11 of this Agreement.
- (i) An employee's "Average Shift Payment" is the employee's "Roster Earnings" for a roster cycle divided by the number of shifts within the roster cycle.
- (j) An employee's "Fortnightly Roster Earnings" is the employee's "Roster Earnings" for a roster cycle divided by the number of fortnights within the roster cycle.
- (k) An employee's "ordinary hourly rate" is the employee's Base Wage Rate per week divided by 38.
- (l) The employee's "Ordinary Shift Rate" is the employee's ordinary hourly rate multiplied by the number of rostered hours on each shift.
- (m) The Roster Earnings, Fortnightly Roster Earnings and Ordinary Shift Rate for each Grade of Mine Worker are detailed in Schedule II of this Agreement.

11. OVERTIME

- (a) Overtime shall be paid for all time worked in excess of rostered working hours unless the time worked is by arrangement between employees themselves.
- (b) (i) Overtime shall be paid at the following rates:
- (1) time and one half for the first two hours and double time thereafter for overtime worked on Mondays to Saturdays inclusive; and
 - (2) double time for all overtime worked on Sundays.
- (ii) Overtime rates shall be calculated on the employee's base wage rate.

(c) **Rest Periods Between Shifts**

- (i) When overtime work is necessary it shall, wherever practicable, be arranged so that an employee has at least 10 consecutive hours off duty prior to the commencement of the employee's next shift.
- (ii) Should an employee work so much overtime that he/she is continuing to work within the 10 hours rest period prior to the commencement of his/her next shift, at the completion of overtime work he/she shall then take a 10 hour break without loss of pay for the period not worked during his/her shift.
- (iii) If an employee is requested and agrees to commence his/her next shift without having had such 10 hour break the employee shall be paid at overtime rates in lieu of his/her Roster Wage until such time as he/she is able to have 10 hours off duty.

(d) **Meal Breaks Whilst Performing Overtime**

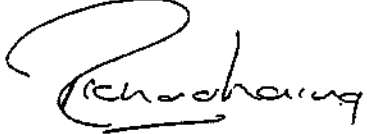
- (i) In the case of an employee being required to work overtime after the conclusion of his/her rostered hours, the employee shall:
 - (1) be entitled to a meal break of 20 minutes should the employee be required to work more than two hours overtime;
 - (2) be entitled to a 30 minute meal break after each further four hours of overtime worked if the employee is continuing to work after such meal breaks.
- (ii) When an employee is entitled to an overtime meal break the following shall apply:
 - (1) the breaks will be taken without deduction of pay, i.e. at the appropriate overtime rate;
 - (2) the Company and the employee may agree to continue working through the meal break and be paid the meal break as an additional payment in lieu of taking the meal break;
 - (3) for each overtime meal break the employee shall be entitled to a meal allowance of \$6.50.
- (iii) This sub-clause shall not apply to employees who are working an overtime shift on a rostered day off. In such cases the employee shall provide his/her own meal and be allowed a meal break of 30 minutes without deduction of pay.

(e) **Call-Out Overtime**

- (i) An employee recalled from home to work outside his/her normal rostered hours shall be provided with a minimum of four hours work to be paid at the appropriate overtime rates.
- (ii) An employee who elects to complete the recall work only and return home will be paid for the time worked only.
- (iii) Where the time worked on a callout overlaps with the commencement of the employee's next rostered shift, the employee shall be entitled to the callout payment in lieu of his/her normal roster wage applying to such overlapping time.
- (iv) The provisions of Clause 11(c) regarding minimum rest periods of 10 consecutive hours shall not apply to callout overtime that overlaps a rostered shift unless:
 - (1) the actual time worked is more than 4 hours
 - (2) the 10 hour rest period is interrupted by more than one callout.

12. PAYMENT OF EARNINGS

- (a) All earnings shall be paid to employees on a fortnightly basis into a bank account nominated by the employee. Under special circumstances, and as approved by the Company and with the written consent of the employee concerned, an employee may be paid by cheque.
- (b) (i) The "Fortnightly Earnings" paid to an employee will be the "Roster Wage" divided by the number of fortnights in the roster cycle.
 - (ii) The adjustments to an employee's Fortnightly Earnings through additional payments (e.g. overtime) or deductions (e.g. unpaid absences) shall be made in each pay fortnight.
- (c) (i) All employees shall be issued with a fortnightly payment advice explaining the calculation of salary and all deductions.
 - (ii) The Company shall not deduct any amounts from an employee's earnings other than those deductions provided for in (b)(i) above (with the exception of PAYE tax) without the written authorisation of the employee.
- (d) Upon termination of employment, wages owing to the employee will be paid either by cheque or direct into a bank account on the day of termination or at the latest the next working day.


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13. SUPERANNUATION

- (a) All employees shall be required to join a complying Superannuation Fund as nominated by the Company.
- (b) The Company will contribute to the Fund on a fortnightly basis for each employee the minimum percentage contribution required under the Superannuation Guarantee Levy.
- (c) Nothing in this Clause shall negate an individual employee's rights under Section 180 of the NSW Industrial Relations Act as amended.

14. PUBLIC HOLIDAYS

- (a) The following days shall be recognised as public holidays under this Agreement:

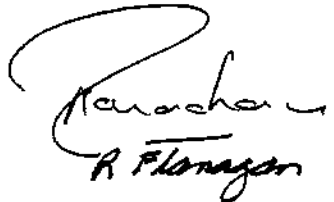
New Years Day
Australia Day
Good Friday
Easter Monday
ANZAC Day
Queens Birthday
Labour Day
Christmas Day
Boxing Day
Union Picnic Day

together with any other days which are gazetted as public holidays for the State of New South Wales.

- (b) An employee rostered to work on a public holiday shall receive, in addition to his/her fortnightly roster salary, a loading of 150% of the employee's base wage rate for all hours worked on the public holiday.
- (c) An employee absent from work on the working day before or the working day after a public holiday without a reasonable cause or without the consent of the Company shall not be entitled for payment for the holiday.
- (d) The Union Picnic Day will be held on the first Monday in December each year as a paid day off. The Company and a majority of its employees may decide to alter the Union Picnic Day to a day other than the first Monday in December.

15. ANNUAL LEAVE

- (a) All employees (other than casual employees) shall be entitled to the following periods of annual leave for each year of service:
- (i) in the case of Continuous Shift Workers, 5 weeks per year
 - (ii) in the case of other workers, 4 weeks per year.
- subject to the Annual Holidays Act 1944.
- (b) (i) The Company shall schedule two shutdown periods each year, two weeks around the Easter period and two weeks around the Christmas/New Year period.
- (ii) At the time these shutdowns are scheduled employees will be required to take any annual leave which is fully accrued and the balance of the period will be taken as unpaid leave.
- (iii) The periods of shutdown shall be inclusive of any public holidays which occur during the period of shutdown.
- (iv) At the time that the employee's accrued annual leave equates to the period of any unpaid leave previously taken, the employee shall be paid retrospectively for the period of unpaid leave and the accrued annual leave entitlement shall be debited accordingly.
- (c) Any employee may apply for and take annual leave at any other time outside the shutdown periods provided:
- (i) there will be sufficient pro-rata leave accumulated to cover the period of leave required at the next scheduled shutdown;
 - (ii) the amount of leave does not exceed the employee's pro-rata entitlement;
 - (iii) the leave is taken at a time convenient and approved by the Company taking into account the manning requirements of the operation.
- (d) Employees shall be paid for the period of leave either at:
- (i) their Roster Earnings; or
 - (ii) their Base Wage, plus 17.5%
- whichever amount is the greater.


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- (e) On termination an employee shall be entitled to any accrued untaken leave entitlement, including any pro-rata entitlement for his/her current year of employment. The payment shall be calculated in accordance with sub-clause (d) above.

16. SICK LEAVE

- (a)
 - (i) Any employee who is absent from work as a result of personal illness or injury shall be entitled to absence and paid leave up to a maximum of 76 hours per year.
 - (ii) The accrual of sick leave shall be at the rate of 2.915 hours per fortnight provided that an employee will receive in the first year of employment an amount of one weeks' sick leave, whether accumulated or not but such payment is to be deducted from subsequent accumulated hours.
- (b) The entitlements under this clause shall accumulate from year to year so that any part of the employee's sick leave entitlement which has not been taken in any year may be claimed in a subsequent year of continued employment.
- (c) An employee shall be paid for sick leave at his/her ordinary shift rate.
- (d) Payment for sick leave is conditional upon:
 - (i) informing (where possible) the Company prior to the commencement of such absence of the inability to attend work, the nature of the illness and the estimated duration of the absence; and
 - (ii) providing to the Company a Doctor's Certificate if required pursuant to paragraph (e) hereof.
- (e) An employee is required to provide a Doctor's Certificate for any absence due to illness where the absence:
 - (i) occurs during the probationary period of service;
 - (ii) is of three or more consecutive days duration;
 - (iii) after the employee has exhausted his/her entitlement to paid sick leave;
 - (iv) occurs on a public holiday or on either rostered shift immediately before or after the public holiday;
 - (v) as specifically requested by the Company.

- (f) An employee who is absent from work other than on an approved leave and does not produce a Doctor's Certificate as required pursuant to this clause, shall be deemed to have been absent from work without authorisation.

17. BEREAVEMENT LEAVE

- (a) An employee shall, on the death of the employee's wife, husband, father, mother, brother, sister, child, step-child or parent-in-law be entitled to 3 consecutive days leave.

An employee shall be paid for bereavement leave at the employee's ordinary shift rate.

- (b) For the purpose of this clause the words "wife" and "husband" shall include defacto wife or husband and words "father" and "mother" shall include foster father or foster mother and step-father or step-mother.

18. JURY SERVICE LEAVE

- (a) Any employee required to attend for Jury Service during his/her normal rostered hours shall be paid by the Company the difference between the amount paid in respect of his/her attendance and the employee's ordinary shift rate for the period of leave.
- (b) Any employee shall notify the Company as soon as possible of the date(s) upon which he/she is required to attend for Jury Service. Further, the employee shall provide to the Company proof of attendance and the duration and amount received for such attendance.

19. LONG SERVICE LEAVE

Employees shall be entitled to Long Service Leave in accordance with the conditions of the NSW Long Service Leave (Metalliferous Mining Industry) Act.

20. PARENTAL LEAVE

All employees shall be entitled to the benefits of parental leave in accordance with the federal Industrial Relations Act.

21. WORK CLOTHING AND FOOTWEAR

(a) Clothing

(i) Each employee shall be provided with three sets of work clothing on engagement, and then a further three sets after each subsequent twelve months of service. Employees shall be required to wear the supplied work clothing whilst at work.

(ii) A set of clothing shall mean either:

(a) one pair of overalls, or

(b) one pair of drill trousers and one drill shirt.

The employee shall elect which sets of clothing are preferred to be worn.

(iii) The laundering and minor repair of all clothing is the responsibility of the employee.

(b) Safety Boots

(i) Each employee shall be provided with a pair of safety boots on engagement which employees shall be required to wear whilst at work.

(ii) Safety footwear provided by the Company shall be replaced when no longer suitable for protection as a result of "fair wear and tear".

(c) On Termination

In the event of an employee terminating his/her employment from the Company within six months of clothing and footwear being issued, the employee shall reimburse the cost of such items to the Company on a pro-rata basis.

22. GRIEVANCE RESOLUTION PROCEDURE

(a) The Company and the Unions recognise that individual and group problems will arise from time to time and that it is necessary to resolve these matters promptly. It is agreed between the parties that grievances should be resolved without loss of wages to employees and loss of production to the Company.

(b) The parties to this Agreement are committed to resolving grievance through open communications and to achieve a resolution of a grievance without any stoppages of work, ban or any limitation on the performance of work.

- (c) In the event of an individual or group of employees raising a grievance the following procedure shall be followed:

Step 1: The individual employee or group of employees having a grievance shall refer the matter to their Supervisor who will make every effort to resolve the matter.

Step 2: If the matter cannot be resolved by the Supervisor the grievance shall be referred to the appropriate Manager. Discussion will continue between the Management and the employees in an attempt to resolve the matter on site.

Step 3: Should the grievance still remain unresolved, the matter will be discussed with the appropriate Union Officials.

Step 4: Should the matter remain unresolved following discussions between the Company's Management, Union Officials and employees, the matter will be referred to the NSW Industrial Relations Commission.

(Nothing shall prevent either party from notifying the NSW Industrial Relations Commission and requesting its assistance at any stage of this procedure.)

- (d) Whilst the procedure detailed in (c) above is being followed, work and production activities, if safe, shall continue in accordance with existing custom and practice and no stoppage of work or any form of limitation of work shall be applied.

23. UTILISATION OF CONTRACTORS

- (a) The Company shall utilise contractors as and when required to provide specialist expertise and services, handle work surges of various types, to provide services which are irregular or infrequent or to work as relief when Company personnel are not available.
- (b) The Company shall ensure that where contractors are employed in work which is part of the normal production or maintenance functions of the operations that each and every contractor is bound to the following conditions:
- (i) The Company shall not enter into any contract with any contractor for the carrying on of any of the operations or functions covered by this Agreement unless that contract contains a clause binding the contractor to pay his/her employees no less than the rates set out in this Agreement in respect of the work for which a contract has been let.

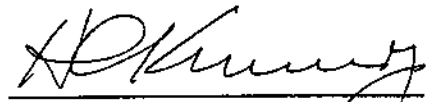
- (ii) The employees of contractors shall be given a safety induction by the Company in relation to their area of work, and shall be required to observe mine safety rules.
- (iii) The Company will not engage contractors for the purpose of removing any Company employee from its employ.

24. REDUNDANCY


Subject to the provisions of the Employment Protection Act 1982.


R.P. Tonagan

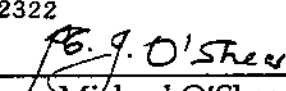
Signed for and on behalf of
Associated Gold Fields N.L.


H D Kennedy
Managing Director

Dated at Perth this
31 day of October 1994.


M.E. BONNEY Witness
JUSTICE of the PEACE
137 EDWARD STREET
PERTH W.A. 6000
TEL: 328 2322

Signed for and on behalf of the
Australian Workers' Union,
New South Wales Branch.


Michael O'Shea
State Secretary

Dated at SYDNEY this
11TH day of JULY 1994.

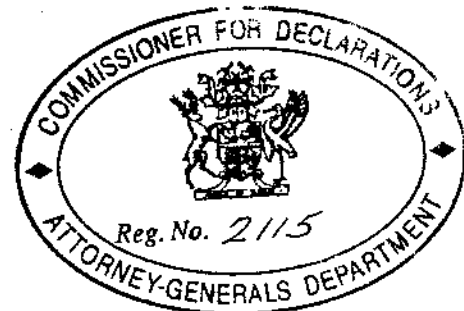

Witness

Signed for and on behalf of the
Macmahon Contractors Pty. Ltd.


N. E. Reich
Director

Dated at BRISBANE this
14TH day of DECEMBER 1994.


Witness



ROSTERS

DAYSHIFT

| WEEK 1 | | | | | | | WEEK 2 | | | | | | |
|--------|---|---|---|---|---|---|--------|---|---|---|---|---|---|
| M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| D | D | D | D | D | — | — | D | D | D | D | D | — | — |

| | |
|--------------------------|-----------|
| Hours worked per shift | 8 |
| Total shift duration | 8 |
| Shifts worked | Days only |
| Cycle period | 7 days |
| Average hours per week | 40 |
| *Shift commencement time | 7.00 am |
| *Shift finishing time | 3.00 pm |

2 SHIFT — Crushing & Stacking

| | Week 1 | | | | | | | Week 2 | | | | | | |
|---------|--------|---|---|---|---|---|---|--------|---|---|---|---|---|---|
| | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| Panel 1 | D | D | D | D | D | — | — | A | A | A | A | A | — | — |
| Panel 2 | A | A | A | A | A | — | — | D | D | D | D | D | — | — |

| | | | |
|--------------------------|-------------------------|---|--------------------|
| Hours worked per shift | Dayshift | — | 7 hours 40 minutes |
| | Afternoon Shift | — | 7 hours 40 minutes |
| Shifts worked | Day and afternoon shift | | |
| Cycle period | 14 days | | |
| Average hours per week | 38.3 | | |
| *Shift commencement time | Dayshift | — | 6.55 am |
| | Afternoon Shift | — | 2.30 pm |
| *Shift finishing time | Dayshift | — | 2.35 pm |
| | Afternoon Shift | — | 10.10 pm |

* The shift commencing and finishing times may be varied by agreement between the Company and the employees to suit climatic, operational and environmental factors.

WAGE RATES AND EARNINGS

*DAYWORKERS

| | GRADE 5 | GRADE 4 | GRADE 3 | GRADE 2 | GRADE 1 |
|-----------------------------|---------|---------|---------|---------|---------|
| Base wage rate | 426.90 | 452.70 | 468.70 | 486.70 | 510.60 |
| Weekly roster earnings | 460.60 | 488.31 | 505.70 | 525.21 | 551.04 |
| Fortnightly roster earnings | 921.20 | 976.62 | 1011.40 | 1050.42 | 1102.08 |
| Average shift rate | 92.10 | 97.66 | 101.14 | 105.04 | 110.21 |
| Ordinary shift rate | 89.84 | 95.28 | 98.64 | 102.48 | 107.52 |
| Overtime rate 1.5 x | 16.85 | 17.87 | 18.50 | 19.22 | 20.16 |
| 2.0 x | 22.46 | 23.82 | 24.66 | 25.62 | 26.88 |

* Not including Tradesmen's tool allowance

2 SHIFT WORKERS — CRUSHING & STACKING

| | GRADE 5 | GRADE 4 | GRADE 3 | GRADE 2 | GRADE 1 |
|-----------------------------|---------|---------|---------|---------|---------|
| Base wage rate | 426.90 | 452.70 | 468.70 | 486.70 | 510.60 |
| Weekly roster earnings | 469.13 | 497.54 | 515.09 | 535.14 | 561.46 |
| Fortnightly roster earnings | 938.26 | 995.08 | 1030.17 | 1070.28 | 1122.91 |
| Average shift rate | 93.83 | 99.51 | 103.02 | 107.03 | 112.29 |
| Ordinary shift rate | 86.02 | 91.23 | 94.45 | 98.12 | 102.95 |
| Overtime rate 1.5 x | 16.85 | 17.87 | 18.50 | 19.22 | 20.16 |
| 2.0 x | 22.46 | 23.82 | 24.66 | 25.62 | 26.88 |