

ENTERPRISE AGREEMENT

NO: E.A. 66 /1996

DATE REGISTERED: 28-2-96

PRICE: \$ 30-00

**RZM PTY LTD**  
**CLYBUCCA OPERATIONS**  
**ENTERPRISE AGREEMENT 1995**

**November 1995**

# RZM PTY LTD CLYBUCCA OPERATIONS ENTERPRISE AGREEMENT 1995

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## 1. Title

This agreement shall be known as the RZM Pty Ltd Clybucca Operations Enterprise Agreement, 1995.

## 2. Scope of the Agreement

This agreement shall apply to all employees of RZM Pty engaged in the classifications specified in clause 7 of this agreement who are employed at the operations of RZM Pty Ltd located at Clybucca.

This agreement replaces entirely the conditions of employment for the employees herein specified previously regulated by the RZM Enterprise (State) Award.

## 3. Aim of This Agreement

This agreement serves to provide the appropriate framework to develop a flexible and more productive workforce with an emphasis on self directed work teams. This team approach will allow any worker on site to perform any task that he/she is trained in. To enable this to happen a new classification structure has been developed along with an annualised salary approach to remuneration. A strategy based on the number of sick days lost in productivity has also been included.

The efficiencies and improvements arising from this agreement are essential to keep the company competitive in the face of increasing competition from global markets.

This agreement was not entered into under duress by any party to it.

## 4. Contract of Employment

- a) Employment shall be on a fortnightly basis.
- b) Permanent employment will include a probationary period of 3 weeks and training period until the trainee is sufficiently competent to Level 2 Operator. This must be achieved within six months. Termination by either party shall be as per the provisions of the Industrial Relations Act, 1988.
- c) A casual employee is one engaged and paid as such. A casual employee works and is paid by the appropriate hourly rate as detailed in Clause 7 plus an additional 25% which is inclusive of annual leave and sick leave payment.

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- d) Dismissal shall not be harsh, unfair or unreasonable. Subject to this constraint, employment can be terminated by the payment or forfeiture of a fortnights wages, as may be the case. This shall not limit the company's right to dismiss an employee without notice for refusal of duty, inefficiency, neglect of duty, misconduct including breach of company rules and in such cases the wages shall be payable up to the time of dismissal.
- e) Any employee taking unauthorised absence from duty shall not be paid for the actual time of such non-attendance, unless authorised by management, and may be subject to further disciplinary action.
- f) Any person employed in the future on this site shall be employed under this agreement.

### 5. Hours of Work

#### **Requirements**

All employees are engaged on the basis that they may be required to work shifts as required by the company.

#### **Day Work**

- a) The ordinary working hours of a day worker shall be 40 hours per week, to be worked continuously except for meal breaks, Monday to Friday between the hours of 6.00am and 6.00pm. These days and hours may be changed by mutual agreement between the employees and employer.
- b) If a day worker is required to relieve temporarily on shift duties, they shall receive a shift allowance as outlined in clause 8d.

#### **Shift Work**

- a) The ordinary hours of a shift worker shall be forty hours per week. The shift structure will be as per an agreement between the employer and employees, however the ordinary hours will not be greater than an average of 40 hours per week over a 52 week period.
- b) A shift worker for the purpose of this clause is a person who works on a two or more shift system and is on a continuous shift system.

## 6. Workplace Skills

### Utilisation of Skills

- a) Employees shall be employed to carry out such duties as may be directed by the employer from time to time subject to the limits of their skill and competence and training.
- b) Any employee may at any time carry out such duties and use such tools and equipment as may be directed by the employer provided that the employee has been properly trained in the use of such tools and equipment.
- c) All employees will be encouraged and assisted to progress to the highest level personally attainable consistent with the needs of the workplace.
- d) Where a training program has not become available, if an employee is wishing to gain additional skills, they will be able to obtain the knowledge required through the Standard Operating Procedures or the Training Manuals available on each work site. If the person wishes to be trained in this particular area, they will approach the Plant Supervisor who will arrange for that person to be trained "on-the-job" by a competent operator who has been through "Training Skills" program. When that person feels that they are ready, they may approach the Plant Supervisor for an assessment. The supervisor may use the assessment checklist to determine the competency of the person and will utilise any theory assessments that may be available.

If the person is not satisfied with the assessment, that person may request to be assessed by another person who is expert in that area. If there is continued dissatisfaction the assessee may fill out a grievance report and follow the grievance procedure as set out in clause 19.

- e) Where employees of a lower classification are performing work at a higher level, unless they have ALL the skills at the higher level, this will be considered to be training and there will be no additional payment.

## 7. Classifications

- |    |                                      |          |
|----|--------------------------------------|----------|
| 1. | "Plant Fitter"                       | Level 5  |
| 2. | "Senior Plant Controller" (Day Work) | Level 4  |
| 3. | "Plant Controller" (Day Work)        | Level 3  |
| 4. | "Plant Controller" (5 Day Shift)     | Level 3A |
| 5. | "Plant Controller (7 Day Shift)      | Level 3B |
| 6. | "Operator" (Day Work)                | Level 2  |
| 7. | "Operator" (5 Day Shift)             | Level 2A |
| 8. | "Operator" (7 Day Shift)             | Level 2B |
| 9. | "Trainee" (Day Work)                 | Level 1  |

*Handwritten signatures and initials:*  
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ML  
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**Pay Rates (Based on 40 hour week)**

Classification	\$/Hour (for the purpose of annual leave, sick leave and redundancy)	\$/Week	\$/Year (inclusive of 200 hours overtime)
Plant Fitter (Level 5)	20.15	805.90	41,907
Senior Plant Controller (Level 4)	20.32	812.80	42,266
Plant Controller (Day Worker) (Level 3)	17.15	686.00	35,672
Plant Controller (Shift Work 5 Day) (Level 3A)	18.42	736.80	38,314
Plant Controller (Shift Work 7 Day) (Level 3B)	20.75	830.00	43,160
Operator (Day Worker) (Level 2)	16.49	659.60	34,299
Operator (Shift Worker 5 Day) (Level 2A)	17.74	709.60	36,899
Operator (Shift Worker 7 Day) (Level 2B)	19.96	798.40	41,517
Trainee Operator (Day Worker) (Level 1)	15.15	606.00	31,512

These pay rates apply to any five or seven day rosters and are independent of shift length.

**Classification Descriptions**

**"Trainee Operator" (Level 1)**

A new starter who has passed pre-employment testing and interviews and appears to have potential to progress up the career path. This employee is employed on training for up to 6 months to allow full assessment of his/her ability by the work team and management.

The Trainee Operator must achieve and demonstrate competency in all aspects of the operation before any progression.

His/her training and work experience will occur across the range of workplace skills and activities as outlined in the relevant position description and the job model.

An employee who has difficulty in attaining progression to Level 2 will be provided with special assistance to overcome learning problems if possible. In the event the trainee cannot demonstrate ability to progress, his/her situation

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will be reviewed by Senior Management after which his/her employment may be terminated.

**"Operator" (Level 2, 2A, 2B)**

Carry out any duties to the extent of his/her training ability. Duties span all mining, processing and ancillary activities on the site, as per the relevant position description and job model.

**"Plant Controller" (Level 3, 3A, 3B)**

Independently carry out all duties to the extent of his/her training and ability. Duties span all mining, processing, and ancillary activities on the site, as per the relevant position description and job model.

**"Senior Plant Controller" (Level 4)**

Carry out any duties to the extent of his/her training and abilities. Duties will include overseeing Plant Controllers and ensuring the smooth operation of the mining plant in addition to normal Plant Controller responsibility. An appointed senior Plant Controller will also have had supervisory experience and be expected to take the place of the Plant Supervisor in his/her absence, as per the relevant position description and job model.

**"Plant Fitter" (Level 5)**

Carry out any maintenance on the mining plant as is required. Primary duties will be to perform preventative and breakdown maintenance, ensuring that the mining plant and equipment is fully maintained and to assist in supervising other employees in performing maintenance duties, as per the relevant position description and job model.

In addition, performance of "operating" duties, once suitably trained, will be required from time to time.

**8. Allowances**

**a) First Aid**

The appointed First Aider who is responsible for general First Aid duties and maintenance of the site First Aid Kit shall be paid a weekly allowance of \$8.70.

**b) Tools**

A plant fitter will be paid a weekly allowance of \$8.76 for supply, maintenance and use of tools not customarily supplied by the company.

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**c) Meals**

Where due to short notice (the same day) an employee is unable to provide his/her meal when more than two hours of overtime is required, a meal allowance of \$7.50 shall be paid, or a meal of equivalent value provided by agreement.

**d) Shift Work**

- i) A day worker required to work temporarily on shift shall be paid an allowance as follows:

	\$/Shift
Operator Level 2	
5 day shift roster	9.95
7 day shift roster	19.80
Plant Controller Level 3	
5 day shift roster	10.17
7 day shift roster	20.56

- ii) These payments are independent of shift length (i.e. 8 hour or 12 hour shift).

**e) Motor Vehicle**

An employee who, by agreement, uses their vehicle for company business, shall be paid an allowance of \$0.48 per kilometre for each kilometre travelled.

This allowance is applicable to travel associated with callouts.

**9. Meals and Rest Breaks**

- a) An unpaid meal break of 30 minutes shall be allowed for day workers and shall be taken at a convenient time agreed with the Supervisor.
- b) A paid meal break of 30 minutes shall be allowed for shift workers which shall be taken such that work continuity is not interfered with.
- c) A paid rest break of 15 minutes shall be allowed for day and shift workers. Employees shall arrange a convenient time with their supervisor.

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### 10. Payment of Wages

- a) Wages shall be paid by electronic funds transfer in to bank account of their choice with the exception of Westpac.
- b) Wages will be paid weekly.
- c) All wages shall be paid on the recognised pay day which shall not be later than the end of the Friday in each pay period.

### 11. Overtime

- a) Overtime worked will vary according to work load, however it is a requirement that employees are available to work the overtime if required. The salary includes an amount of 200 actual hours of worked overtime per annum. Once a worker has exceeded this amount, he/she will receive the flat hourly rate for any overtime worked as outlined in (f) below.
- b) Overtime hours are only credited toward the 200 hours minimum for hours worked in excess of 40 hours per week for day workers or hours in excess of 40 hours averaged over the shift roster cycle for shift workers.
- c) If, during the period of crediting toward the 200 hours of prepaid overtime, the hourly rate of the employee is higher than his/her normal classification due to temporary work, the amount in excess of the normal rate will be paid in the given pay period.
- d) Overtime accrued toward the 200 hours minimum will be paid on a pro-rata basis in the case of termination.
- e) If an employee is failing to perform reasonable overtime as required, then disciplinary action will follow.
- f) Overtime after the minimum 200 hours will be paid for at the following rates per hour worked.

Classification	\$/hour
Plant Fitter (Level 5)	20.15
Senior Plant Controller (Level 4)	20.32
Plant Controller (Level 3, 3A, 3B)	17.15
Operator (Level 2, 2A, 2B)	16.49
Trainee Operator (Level 1)	15.15

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## 12. Callout Coverage

- a) Work teams will rotate the responsibility of covering callouts and will arrange between themselves in consultation with their supervisor who is to be on call.
- b) Callouts will be a minimum of four hours which will be credited to the 200 hours of prepaid overtime.
- c) Callouts will be paid from the time an employee leaves home until their return, with a maximum of 30 minutes travel time being paid each way. Where the time on site is less than the minimum four hours paid travel time will form part of the minimum four hours payment.

## 13. Annual Leave

- a) For all persons covered by this agreement the Annual Holidays Act, 1944 shall apply.
- b) Annual leave loading is included in the salary.
- c) Day workers and five day shift workers are entitled to four weeks (160 hours) annual leave.
- d) Seven day shift workers are entitled to five weeks (200 hours) annual leave.
- e) Leave will be paid on an hourly basis as per the appropriate roster for the period of annual leave.

## 14. Sick Leave

- a) The company policy is to provide maximum support in all genuine cases of employee illness.
- b) Employees will be entitled to a maximum of ten days (80 hours) per annum leave of absence without loss of pay in circumstances where they cannot attend for duty due to genuine personal illness or injury.
- c) Employees are not required to supply a doctors certificate for up to two single sick days leave per year. Any sick leave taken after that time must be substantiated through a doctors certificate at the request of the supervisor and at the employees own expense.
- d) On termination of employment, employees will receive a bonus which is equal to the amount of untaken sick leave to the date of termination.

### 15. Long Service Leave

Long service leave is as per Long Service Leave Metalliferous Mining Industry Act 1963.

### 16. Bereavement Leave

a) On the death of a relative an employee will be granted up to three days leave as required by the employee. If requested, proof of death is to be furnished by the employee to the satisfaction of the Employer.

b) For the purpose of this clause:-

"relative " means parent, spouse, child, brother, sister, defacto partner, step child, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent in-law, grandchild, niece or nephew.

### 17. Jury Service

a) An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wages he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

d) An employee shall notify the employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give the employer proof of his/her attendance, the duration of such attendance and the amount in respect of such jury service.

### 18. Parental Leave

See Industrial Relations Act, 1991 Division 3 of Part 2, Chapter 2.

### 19. Grievance Settlement Procedure

a) RZM, through its management and staff, will amicably seek to resolve between themselves and employees disagreements or disputes that may arise.

b) This procedure is designed to ensure that at all times work is performed in a safe and competent manner.

- c) An employee is entitled at any stage of this procedure to the assistance of any staff person from the employees department nominated by the employee to assist in the preparation and presentation of their case.
- d) An employee who has a matter to raise must at all times first discuss the matter with their supervisor.
- e) (i) The supervisor will make any necessary enquiries and will attempt to resolve the matter for the employee by providing an answer, if not on the same day, as soon as practical to do so.  
(ii) If any such matter requires time to obtain a final answer, the supervisor will keep the employee informed of progress.
- f) If the employee is not satisfied with the answer provided by the supervisor, the employee may elect to submit a formal written grievance to the supervisor. The grievance book may be obtained from the supervisor.
- g) (i) The supervisor shall discuss the formal written grievance with the Department Manager of the employee who will then investigate the matter and provide to the employee and supervisor and answer in writing in respect of that written grievance by the employee.  
(ii) Where the matter remains unsolved the employee may discuss the matter with the General Manager in conjunction with the Supervisor and/or Department Manager.
- h) During discussions, work shall be continued in the usual manner and if the matter cannot be resolved through discussions, the circumstances of the grievance be notified to the Industrial Relations Commission with a view to a compulsory conference being convened to settle the grievance.
- i) Whilst these procedures are continuing there will be no stoppage of work or any other form of limitation.

## 20. Performance Management

Each employee shall subject to a Performance Management review on a six monthly basis.

## 21. Protective Clothing

- a) Each employee shall be provided free of charge, with two sets of protective clothing items. Where appropriate, this will include rubber boots and wet weather gear as additional items.

- b) The employer shall provide all employees with replacement protective clothing items every twelve months after their anniversary date or if earlier if deemed to be worn out by the appropriate company officer.
- c) Each employee will be provided with a winter jacket every two years after their anniversary date.

## 22. Training

### **Company Initiated**

- a) Employees shall undertake training and retraining as required by the company
- b) The company will pay all costs, as per the company training policy, associated with training whether it is formal, internal, external or "on the job".

### **Employee Initiated**

- a) Employees planning to undertake further training should discuss the matter with their Department Manager.
- b) The company will consider reimbursing part or all of the costs associated with the training provided that the training has relevance to the Company's current and future needs.
- c) Where the Company agrees to reimburse part or all of the costs associated with the training the employee will be notified in writing.
- d) Reimbursement for approved training will be made at the successful completion of each stage of the course.
- e) Employees will be required to submit a claim for payment accompanied by receipts.
- f) Any employee requiring time off for attendance at such training including examination should refer to the company training policy.

## 23. Disciplinary Procedures

The following disciplinary procedure shall be adhered to by the company and the employees:

- a) Employees who exhibit unsatisfactory performance or behaviour shall be counselled so that they understand the standards expected of them and will be offered assistance and guidance in achieving those standards.

- b) Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commenting on its contents either in writing or orally. The records will only be placed on the employee's file where the employee has been given the opportunity of responding to the record.
- c) Employees are entitled to have a fellow employee from his/her department present at the interview as an observer only.
- d) Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If at the end of this period, the employee shows no willingness to improve in the opinion of the company, then disciplinary action up to and including dismissal may be taken.
- e) Nothing in the procedure shall limit the right of the company to summarily dismiss an employee for serious and wilful misconduct.

#### **24. Retrenchment**

Retrenchment conditions shall be as per RZM policy dated 28/11/95. For the purpose of payments made under this policy, operators' classifications shall be that as the individual is employed when production mining operations cease.

#### **25. Contract Review**

At the completion of this two year contract, the agreement will be subject to review.

#### **26. Date and Period of Operation**

This agreement shall have effect from the date of its registration and operate for a period of two years.

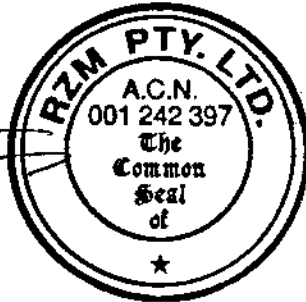
This agreement is made at Tomago on this thirteenth day of November 1995.

Signed for and on  
behalf of RZM Pty Ltd

Signed by  
Clybucca Plant Operators

F. Brien  
F J Brien  
Company Secretary

S. G. Brown  
S G Brown  
General manager



In the presence of  
P Hartnett  
P Hartnett

R A Bulley

E. [Signature]

[Signature]

D. [Signature]

[Signature]