

# ENTERPRISE AGREEMENT

NO: E.A. 11 /1997

DATE REGISTERED: 7-2-97

PRICE: \$ 42-00



B U R D E K I N

**McKinnons Gold Mine**

**Enterprise Agreement  
1996**

## 1. TITLE

This Agreement shall be known as the "McKinnons Gold Mine Enterprise Agreement 1996".

## 2. ARRANGEMENT

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## 3. PARTIES BOUND

This Agreement shall apply to and be binding upon:

- (a) Burdekin Resources NL (hereinafter referred to as "the Company") being the owners and managers of the McKinnons Gold Mine.

**and**

- (b) The AWU - FIME Amalgamated 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.

#### 4. APPLICATION AND INTENTION

- (a) This Agreement shall apply to the employment of all persons engaged in the production and maintenance activities associated with the metallurgical and mining operations at the McKinnons Gold Mine located near Cobar in Central New South Wales.
- (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 McKinnons Gold Mine.
- (c) This Agreement shall totally regulate the terms and conditions of the employment of employees who have previously been employed under the Metalliferous Mining Industry (State) Award and terms and conditions established under individual letters of offer.

#### 5. DURATION

- (a) This Agreement shall take effect from the \_\_\_\_\_ day of \_\_\_\_\_ 1996, being the date of Registration, and shall remain in force for a period of three 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 labourers as casual employees to fill temporary shortages of labour or to meet additional work requirements.
- (ii) A casual employee shall be paid only for the actual hours worked.
- (iii) The hours worked by a casual employee shall be paid at the appropriate rates as set out in Schedule II. These rates contain a casual loading of 15% together with the entitlements provided by the NSW Annual Holidays Act.
- (iv) 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.
- (v) A casual employee will be given a minimum of 3 hours work if called into work. A casual employee shall not be entitled to payment should the employee attend work without authorisation.

**(c) Probationary Employment**

- (i) All new employees shall be initially engaged by the Company on a probationary basis for a maximum 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 suitability for long term employment. The Company's assessment will take into account the employee's ability to learn, application of skills, general time keeping and the ability to work effectively in a team.
- (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 pattern 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 which maybe required to meet operating requirements.
- (iii) Employees shall comply with the safety rules and procedures set out in 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 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 or the employee providing two weeks notice or payment of forfeiture in lieu of notice as the case may be.

**(ii) 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.

**(iii) 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. HOURS OF WORK**

- (a) For the purpose of determining roster 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 nominated roster systems detailed in Schedule 1 of this Agreement or any other roster mutually agreed between the Company and the employees as is appropriate to the overall operations and manning requirements.

- (c) For the purposes of rostering, the following definitions shall apply:
- (i) "Day Shift" means any shift commencing between the hours of 6am and 10am.
  - (ii) "Afternoon Shift" means any shift commencing between 3pm and 6pm.
  - (iii) "Night Shift" means any shift commencing between 10pm and 1am.
  - (iv) "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) Continuous 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 Supervisor's Office 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 a minimum of 12 hours notice for the transfer or change. Any employee required to commence on a new shift roster within the 12 hours notice period shall be paid at overtime rates for that shift.
- (f) An employee transferred from day work to a continuous shift roster or from continuous shift roster to day work shall be paid the appropriate rate as provided in Schedule II.
- (g) For the purpose of determining shift payments the whole shift shall be deemed to have been worked on the day as nominated in the shift roster.

#### **8. MEAL BREAKS & "SMOKO BREAKS"**

- (a) All employees shall be entitled to a meal break of 30 minutes. The meal break shall be counted as time worked for continuous shift workers but not for day workers.
- (b) 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.
- (c) All day workers shall be entitled to "smoko breaks" which over the course of a shift would not exceed an aggregate of twenty minutes. Such breaks will be either taken "on the job" or in the crib room closest to where the employee is working.
- (d) As continuous shift workers are paid for the crib break and have access to refreshments "on the job" during the course of a shift they shall not be entitled to any formal "smoko breaks".

### 9. WAGE RATES & CLASSIFICATIONS

- (a) The following Hourly Roster Rates shall apply to the various classifications of employees:

#### **CIP Plant Shift Operators**

Grade1	18.37 per hour
Grade2	17.39 per hour
Grade3	16.38 per hour
Grade4	15.66 per hour

#### **Metallurgy - Day Crew**

Grade1	16.12 per hour
Grade2	15.31 per hour
Grade3	14.41 per hour
Grade4	13.78 per hour

#### **Mining and Geology**

Grade1	16.12 per hour
Grade2	15.31 per hour
Grade3	14.41 per hour
Grade4	13.78 per hour

#### **Tradesmen - Electrical and Mechanical**

Grade1	20.40 per hour
Grade2	19.30 per hour
Grade3	18.70 per hour
Grade4	16.60 per hour

- (b) An employee appointed by the Resident Manager to the position of Leading Hand shall be paid an allowance of \$6.00 per rostered shift worked.



This allowance is paid in recognition that the employee appointed will accept responsibility for the Section of shift work activities to ensure that safe, efficient and cost-effective operations are achieved.

(c) The rates prescribed in (a) above shall be paid as a flat rate for all rostered hours worked and takes into account:

- all and any disabilities associated with the work environment and work location of the McKinnons Gold Mine.
- the working hours and rosters that employees are required to work
- a tool allowance which is provided to tradesmen to supply and maintain their own basic kit of tools.

(d) In calculating the "Hourly Roster Rate" the following has been taken into account:

- hours rostered to work in excess of a 38 hour week;
- employees rostered to work ordinary hours on afternoon and night shifts, Monday to Friday inclusive, shall be paid a loading of 15%;
- 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;

(e) The following definitions shall be used to determine the appropriate classification of employees:

(i) **CIP Plant Shift Operators:**

(a) A **Grade 4** employee is an employee who is undergoing training to develop skills and competence to operate Sections of the metallurgical operations.

(b) A **Grade 3** employee is an employee who has:

- ⇒ completed his/her 3 months probationary service with the Company,  
**and**
- ⇒ been assessed as proficient, knowledgeable and competent in at least two of the following areas:

- Crushing Operations (including Front End Loader)
- Grinding & Mill Operation
- CIP/CIL, Thickener & Tailings Dam
- Control Room and Elution,

**and**

⇒ demonstrated satisfactory "on the job" performance.

(c) A **Grade 2** employee is an employee whose on job performance has been satisfactory and has been assessed as proficient, knowledgeable and competent in operating all Sections of the metallurgical operations and borefield operations and in addition:

⇒ holds an appropriate crane ticket,

**and**

⇒ holds formal first aid qualifications,

**and**

⇒ is capable of assisting in gold room operations

**and**

⇒ an ability to be able to undertake basic maintenance.

(d) A **Grade 1** is an employee who has attained the level of competence for Grade 2 and who has been appointed by the management on the basis of the employee's ability to demonstrate:

⇒ a thorough understanding of the metallurgical operations on the site and can effectively manage and optimise process performance.

⇒ a high level of competence in supervising and administering shift production activities.

⇒ practical knowledge and abilities to undertake routine plant maintenance.

(ii) **Metallurgy - Day Crew:**

(a) **Grade 4** employee is an employee who is undergoing general training to develop skills and competence to operate Sections of the metallurgical operations.

(b) A **Grade 3** employee is an employee who has:

⇒ completed his/her 3 months probationary service with the Company

**and**

⇒ been assessed as proficient, knowledgeable and competent in at least two of following areas:

- Crushing Operations (including Front End Loader)

- Grinding and Mill Operations

- CIP/CIL, Thickener and Tailings Dam

- Control Room and Elution,

**and**

⇒ demonstrated competence in borefield operations,

**and**

⇒ demonstrated satisfactory "on job" performance.

(c) **A Grade 2 employee is an employee who has met the classification criteria for Grade 3 and in addition:**

⇒ is competent in the operation of, and can undertake routine servicing on, the front end loader and IT28,

**and**

⇒ holds an appropriate crane ticket,

**and**

⇒ obtain formal first aid qualifications,

**and**

⇒ is capable of assisting in gold room operations,

**and**

⇒ is competent in the routine maintenance associated with the borefield operations,

**and**

⇒ demonstrated satisfactory "on job" performance.

(d) **A Grade 1 is an employee who has attained the level of competence for Grade 2 and who has been appointed by management on the basis of the employee's ability to demonstrate:**

⇒ competence and knowledge to efficiently operate the metallurgy operations, including plant trouble-shooting,

⇒ has a full knowledge and competence in gold room procedures

⇒ a high level of competence in supervising and administering production activities and is considered capable to relieve in the position as Mill Supervisor.

**(iii) Mining and Geology**

(a) **A Grade 4 employee is an employee who is undergoing training to develop skills and competence to work in the various sections of the Mining Department.**

(b) **A Grade 3 employee is an employee who has:**

⇒ completed his/her 3 months probationary service with the Company,  
**and**

⇒ been assessed as proficient, knowledgeable and competent in at least two of the following areas:

- drill rig, face and channel sampling
- fulfilling the duties of a Survey Assistant
- supervising grade control procedures
- entering and compiling mining and geological data

and

⇒ demonstrated satisfactory "on job" performance.

(c) **A Grade 2 employee is an employee whose on job performance has been satisfactory and has been assessed as proficient, knowledgeable and competent in all four sections of the Mining Department and in addition:**

⇒ holds an appropriate crane ticket

and

⇒ holds formal first aid qualification

and

⇒ demonstrates competence in basic computer operations.

(d) **A Grade 1 employee is an employee who has attained the level of competence for Grade 2 and who has been appointed by management to the position of Pit Technician on the basis of the employee's ability to demonstrate:**

⇒ an ability to conduct routine surveying, including stockpile measurements, survey pick-ups and set-outs.

⇒ an ability to plan and supervise grade control.

⇒ an ability to effectively supervise the mining contractor for day to day production requirements.

**(iv) Tradesman - Electrical and Mechanical**

(a) **A Tradesman Grade 4 is an employee with a trade qualification in either the electrical or mechanical disciplines who is primarily involved in the maintenance of fixed and mobile plant.**

(b) **A Tradesman Grade 3 is a mechanical or electrical tradesman who demonstrates competence in undertaking routine maintenance work within the metallurgical operations and demonstrated satisfactory "on job" performance.**

(c) **A Tradesman Grade 2 is:**

⇒ a mechanical tradesman who is competent in the maintenance of both fixed and mobile plant and has demonstrated knowledge in:

- borefield maintenance
- plant and equipment specifications and capabilities
- has both fitting and welding skills,
- has a basic understanding of the metallurgical process and operations of the plant,

or

⇒ an electrical tradesman who is competent in the maintenance of both fixed and mobile plant and has demonstrated knowledge in:

- electrical fault finding and trouble-shooting
- application of PLC's

A Grade 2 Tradesman will hold formal first aid qualifications and a crane ticket and demonstrated satisfactory "on job" performance.

(d) A Tradesman Grade 1 is a tradesman who has met the classification criteria for Grade 2 and who has been appointed by management on the basis of the employee's ability to demonstrate:

- ⇒ competence to relieve in the position of Maintenance Supervisor,
- ⇒ computer literacy,
- ⇒ is capable of operating the preventative maintenance system,
- ⇒ in the case of an electrical tradesman is competent in programming PLC's.

(iv) In assessing "satisfactory on job performance" the supervisor will take into account a variety of factors including attendance, working effectively in the team, commitment and interest in training and developing other employees and overall interest and commitment to the Company and the operation. All assessments of skills and performance will be conducted by the employee's supervisor and approved by the Department Head and Resident Manager.

## 10. WAGE ADJUSTMENT

- (a) The wage rates provided for in this Agreement shall be increased on an annual basis in line with movements in the Consumer Price Index (Sydney base).
- (b) The annual adjustment shall be calculated on the Consumer Price Index movement from the 1<sup>st</sup> July to the 30<sup>th</sup> June each year and apply from the beginning of the first pay period commencing on or after the official announcement of the 1997 and 1998 June Consumer Price Index.

- (c) Such increases shall be in lieu of any general wage increase that may be determined by the NSW Industrial Relations Commission during the terms of this Agreement.

## 11. OVERTIME

- (a) Overtime shall be paid for all time worked:

- (i) in excess of rostered working hours in any shift, or
- (ii) on rostered days off,

unless the time worked is by arrangement between employees themselves (i.e. when employees arrange to swap shifts) and is done with the prior approval of the Company.

- (b) An employee required to work overtime shall be paid in accordance with the hourly rates prescribed in Schedule II.
- (c) (i) In the event that an employee is required to work hours in excess of the rostered working hours, the Supervisor and the employee shall ensure that a sufficient rest period is taken between work on successive days to avoid tiredness and fatigue.
- (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 on the following shift whilst taking the 10 hour break.
- (d) An employee recalled from home to work outside normal rostered hours shall be paid a minimum of three (3) hours at the appropriate overtime rate.

In such cases the Company will provide transport and the time taken in travelling between the employees residence and the mine site shall be counted as time worked. In the event that Company transport is not available and the employee is required to use his/her own vehicle the Company will reimburse the employee travel costs at the rate of \$.40 per kilometre.

## 12. PAYMENT OF WAGES

- (a) All earnings shall be paid to employees on a fortnightly basis into a bank account nominated by the employee. The pay period will commence on a Monday and run through to the following Sunday week, with wages being deposited into bank accounts on the Wednesday following the pay fortnight ending.
- (b) (i) All employees shall be issued with a fortnightly payment advice explaining the calculation of wages 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.
- (c) 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.

### **13. SUPERANNUATION**

- (a) The Company will contribute to a Fund on a fortnightly basis for each employee the percentage contribution required under the Superannuation Guarantee Levy.
- (b) The Company's contribution shall be calculated on the employee's ordinary weekly earnings being the Employee's Roster Rate multiplied by 38.
- (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  
McKinnons Picnic Day (first Tuesday in November)

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

- (b) An employee required to work on a public holiday, whether on a rostered shift or on overtime, shall be paid at the rate prescribed in Schedule II.
- (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 to payment for the holiday.
- (d) An employee not required to work on a public holiday shall be paid 7.6 hours at the Base Wage Rate.

## 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 (25 rostered shifts).
  - (ii) in the case of other workers, 4 weeks (20 shifts, Monday to Friday).
- (b) An employee who works for part of the year on continuous shift shall accrue annual leave at the higher rate of entitlement for the period of time he/she is engaged as a continuous shift worker.
- (c) Any employee may apply for and take annual leave at any time provided:
  - (i) the amount of leave does not exceed the employee's pro-rata entitlement;
  - (ii) 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 each shift of annual leave 7.6 hours at their Hourly Roster Rate.
- (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 in any rostered shift up to a maximum of 38 hours per year in the first year of service and up to a maximum of 60.8 hours per year in any second and subsequent year of service.
  - (ii) The accrual of sick leave shall be at the rate of 1.458 hours per fortnight in the first year of service and at the rate of 2.332 hours in the second and subsequent years 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. Accumulated untaken sick leave shall not be paid out on termination of employment.



- (c) An employee shall be paid for sick leave at his/her Base Wage Rate up to a maximum of 7.6 hours per shift.
- (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 two 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 2 consecutive days leave.

An employee shall be paid for bereavement leave at the employee's Base Wage 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) An 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 by the Court in respect of his/her attendance and the employee's Base Wage Rate for rostered hours absent.

- (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. WORK CLOTHING AND FOOTWEAR

### (a) Clothing

- (i) Each employee shall be provided with two sets of work clothing on engagement, and then a further one set after each subsequent six 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, shall reimburse the cost of such items to the Company on a pro-rata basis.

## 21. TRAVEL TO AND FROM WORK

1. The Company will provide transport between Cobar and the site at no charge to employees.
2. Company provided transport will be scheduled to leave Cobar in sufficient time to arrive on site for employees to be able to commence work at the nominated commencement time. An employee who travels to and from work in his own transport is responsible for any such travel costs unless otherwise directed to do so by the Company.

## 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 having 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 Resident 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) about 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.

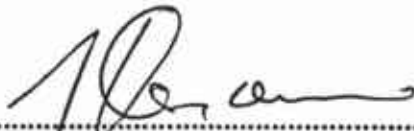
**23. REDUNDANCY**

The redundancy provisions of the Metalliferous Mining Industry (State) Award as varied from time to time shall be deemed to be included in this Agreement.

**24. RIGHT OF ENTRY**

Accredited Officials of the AWU will have a right of entry to the site in accordance with the NSW Industrial Relations Act.


Signed for and on behalf of  
Burdekin Resources NL

  
.....  
John Gow  
Executive Director

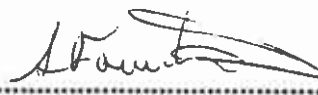
Dated at Cobar this  
17th day of July 1996.

  
.....  
Witness

Signed for and on behalf of AWU - FIME  
Amalgamated Union, New South Wales

  
.....  
Russell Collison  
State Secretary

Dated at St. Jamesville this 14  
day of August 1996.

  
.....  
Witness

ROSTERED WORKING HOURS

**CIP PLANT SHIFT OPERATORS - CONTINUOUS SHIFT**

	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	
Shift	D	D	D	D	D	D	D	X	X	X	N	N	N	N	N	N	N	X	X	A	A	A	A	A	A	A	A	A	X
Hours	9	9	9	9	9	9	9	-	-	-	8	8	8	8	8	8	8	-	-	8	8	8	8	8	8	8	-	-	

Rostered Cycle: 4 Weeks

Shift Terms:

- D Dayshift 7.30am to 4.30pm
- A Afternoon 4.15pm to 12.15pm
- N Nightshift Midnight to 8.00am
- X Rostered Off

**DAYCREW & TRADESMEN - WORKING HOURS**

	M	T	W	T	F	S	S			M	T	W	T	F	S
Shift	D	D	D	D	D	D		or	Shift	D	D	D	D	D	D
Hours	8.5	8.5	8.5	8.5	8.5	9.0			Hours	8.5	8.5	8.5	8.5	8.5	9.0

Roster Cycle: 1 week

Shift Times:

- D Dayshift 7.30am to 4.30pm

- Notes:
1. An employee and the supervisor may agree to substitute any days with the proviso that 12 days will be worked in any pay fortnight.
  2. Employees working on a Saturday or Sunday shall be entitled to a paid meal break.

## Schedule II

## RATES OF PAY

## HOURLY RATES

Classification	Base Wage Rate	Roster Rate	Overtime	Public Holiday
<b>CIP Plant Shift Operators</b>				
Grade 4	9.94	15.66	19.88	24.85
Grade 3	10.41	16.38	20.82	26.03
Grade 2	11.05	17.39	22.10	27.63
Grade 1	11.63	18.37	23.26	29.08
<b>Metallurgy - Day Crew &amp; Mining and Geology</b>				
Grade 4	9.94	13.78	19.88	24.85
Grade 3	10.41	14.41	20.82	26.03
Grade 2	11.05	15.31	22.10	27.63
Grade 1	11.63	16.12	23.26	29.08
<b>Tradesmen - Electrical and Mechanical</b>				
Grade 4	13.35	16.60	26.70	33.38
Grade 3	14.61	18.70	29.22	36.53
Grade 2	15.24	19.30	30.48	38.10
Grade 1	16.50	20.40	33.00	41.25
<b>Casual Labourers</b>				
<b>Monday to Friday</b>				
First 8 Hours	12.10*			
Next 2 Hours	13.91			
Thereafter	18.54			
<b>Saturday</b>				
First 2 Hours	13.91			
Thereafter	18.54			
<b>Sunday</b>				
All Hours	18.54			

\* The rate includes a one-twelfth component which is paid in lieu of payments required on termination under the NSW Annual Holidays Act.