

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/149

TITLE: Pioneer Bass Point Quarry EBA 2001

I.R.C. NO: 2002/1282

DATE APPROVED/COMMENCEMENT: 4 April 2002/1 January 2001

TERM: 31 December 2003

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA98/270

GAZETTAL REFERENCE: 10 May 2002

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the company employed at the Bass Point Quarry site

PARTIES: Pioneer Construction Materials Pty Ltd -&- The Australian Workers' Union, New South Wales

Exh A

ENTERPRISE AGREEMENT

This Agreement is made on the 15 day of AUGUST 2001 between:

PIONEER CONSTRUCTION MATERIALS PTY, LTD of 75 George Street Parramatta in the State of New South Wales (hereinafter referred to as "the company") of the one part; and

THE AUSTRALIAN WORKERS UNION PORT KEMBLA AND SOUTH COAST BRANCH for and on behalf of the employees covered by the terms of this Agreement.

The parties hereto hereby agree as follows:

1. Title

This Agreement shall be known as the Pioneer Bass Point Quarry EBA 2001.

2. Scope and Duration

This Agreement shall apply to all employees of the company employed at the Bass Point Quarry site in classifications contained within the Quarry Industry State Award.

This Agreement shall commence on 1 January 2001 and expire on 31 December 2003.

3. Wage Increases

The following wage increases shall apply during the life of this Agreement:

- (i) 4% from 1 January 2001 ;
- (ii) 3% from 1 January 2002 ;
- (iii) 3% from 1 January 2003 ;
- (iv) 2% at 31 December 2003.

(such payment to be effected at 11.59pm on this day)



4. Agreed Matters

The agreed matters between the parties are contained in the two letters dated 14 February 2001 and 9 August 2001 from Ausgroup Consulting to the AWU and annexed to this Agreement.

The parties acknowledge and agree that the terms of the annexed letters shall apply as if they were terms contained in this Agreement.


5. Site Agreement

The parties will work together to develop a concise single Site Agreement which will contain all relevant matters needed for the site to operate successfully in an industrial relations context.

6. New Agreement

The parties will commence negotiations for a new EBA no less than six (6) months prior to the expiry of this Agreement.

**Signed for and on behalf of
the AUSTRALIAN WORKERS UNION
PORT KEMBLA AND SOUTH COAST BRANCH by:**


.....



**Signed for and on behalf of
PIONEER CONSTRUCTION MATERIALS PTY. LTD. by:**


.....



AUSGROUP CONSULTING

CONSULTANTS IN INDUSTRIAL RELATIONS AND EMPLOYMENT STRATEGIES

Mark Diamond LL.B.
David Davies B. Comm. (Ind. Rel.)

ABN 64 889 642 143

9 August 2001

Mr Andy Gillespie,
Assistant State Secretary,
AWU - Pt. Kembla & South Coast Branch,

By Fax: 02 4229 8096

Dear Andy,



RE: BASS POINT QUARRY

Further to the EBA discussions which took place on Thursday 1 March last. I confirm that agreement was reached as follows: -

1. Wages

The following wage increases will apply for the three (3) year life of the EBA: -

- (i) 4% from 1 January 2001 (already paid)
- (ii) 3% from 1 January 2002
- (iii) 3% from 1 January 2003
- (iv) 2% at 31 December 2003 (this payment shall be effected 11.59pm on this day)

It is agreed between the parties that the final 2% payment will form part of the next EBA ie. any wage increase sought by the union and the employees at the beginning of the next EBA will be discounted by 2% to allow for the payment made by Pioneer on 31 December 2003.

2. Conditions

The letter from Ausgroup to the AWU dated 14 February 2001 is confirmed and will be annexed to the EBA. Further conditions in the EBA (including conditions from previous agreements and those discussed at the meeting of 1 March 2001) will be reduced to one document with the annexure of the letter of 14 February 2001. It is the intention of the parties that this single document will initially be drawn up by a working party comprising AWU organiser and two delegates (1 Production, 1 Trades) from the Bass Point site and a representative of the company (yet to be appointed). When a satisfactory draft is resolved it will be distributed to all parties for comment and when agreed registered in the Commission.

3. Hours

The parties recognise that new safety legislation covering the mining and quarry industries incorporates "fitness for work" requirements and that new guidelines pertaining to this will be introduced shortly. Once the guidelines have been finalised, the parties recognise they have an obligation to comply with, and will actively work towards complying with all facets of the directive. The parties agree that the company maintains the right to nominate the maximum number of hours of work required of employees.

4. Team Leaders

The Team Leader concept is still an issue which will require ongoing monitoring & maintenance. The parties agree that;

- (i) Team leader responsibilities are as per job descriptions to be finalised.
- (ii) the rate for a Team Leader shall be fixed at \$1 per hour (in addition to the existing rate of pay for the employee concerned). Such rate to operate from pay period commencing 1 January 2001 to the end of the present EBA. (see vi)
- (iii) ongoing review process will be undertaken to ensure the team leader concept keeps operating effectively. The initial review will be conducted on a one on one basis with management no later than 3 months from this agreement.
- (iv) The company maintains the right to select and appoint Team Leaders.
- (v) In the event of leave the company maintains the right to replace a team leader.
- (vi) If the team leader concept fails to operate the team leaders will have no claim for ongoing payment.
- (vii) the number of team leaders will be looked at closely by the parties to reflect the intention of the company to reduce the number of existing team leaders to a more practical number such reduction shall be effected by 1 January 2004.

5. Term Contract Employees

It is agreed that where an employee is on term contract, the term may only be extended where the requirements of that position make an extension necessary. This extension will not be of a longer duration than the first but may be shorter. In all other circumstances the employee will be offered permanent employment if his services are required past the expiry of the second extension of their contract.

6. Start Time

The parties agree if required by the company that the normal start time at the quarry will be 6.00am.

7. EBA Document

This letter will be annexed to the EBA document as evidence of the agreement of the parties.



8. Weighbridge Operations

The afternoon shift in the weighbridge shall be automated. As a result of the automation there will be a small amount of input required from an employee to ensure that the operation runs smoothly. This input will be fully compensated by the Team Leader rate referred to in Clause 3 above.

Would you please sign where indicated at the foot of this letter to confirm your union's agreement to the matters contained in this letter.

Yours faithfully,



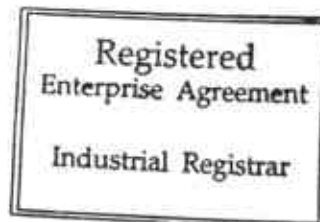
Mark Diamond

AUSGROUP CONSULTING

Signed on behalf of the AWU:



Andy Gillespie





AUSGROUP CONSULTING

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Mark Diamond LL.B.
David Davies B. Comm. (Ind. Rel.)

ABN 64 889 642 143

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14 February 2001

Mr Andy Gillespie,
Assistant State Secretary,
AWU - Pt. Kembla & South Coast Branch,

By Fax: 02 4229 8096

Dear Andy,



RE: BASS POINT EBA NEGOTIATIONS

Further to our meeting yesterday I confirm that the following in principle agreement was reached: -

1. Pioneer will make an immediate wage increase payment of 4% to be operative from the first pay period to commence on or after 1 January 2001.
2. In return for this payment the union and the employees agree the following matters are to be implemented immediately:
 - a) Ship Loader Tail Attendant to operate loader to push stockpile in -when required.
 - b) Jetty Operators to perform other duties when not required for ship.
 - c) Operators to rotate through meal breaks to reduce costs.
 - d) Trades permitted to operate plant to assist in maintenance (eg. Fitter to operate bobcat to change grease drums, Mechanic to fuel up machines). It is further agreed that as part of the further EBA negotiations referred to, guidelines will be set down in respect of this agreed matter.
 - e) The employers and the union are prepared to discuss a methodology whereby sales will operate as required, free of any restrictions eg. such as the restriction on picnic day.
 - f) The employers and the union are prepared to discuss a consistent start time (eg. at 6.00am) or staggered starts as required by the company.
 - g) The union and the employees are prepared to discuss recommencing the Team Leader concept and Pioneer's offer in this regard (that offer comprising a lower number of Team Leaders but a sufficient increase in Team Leader money) is recognised.

3. To enable the negotiations to proceed in a positive atmosphere all parties agree to revert to the normal mode of operation at Bass Point ie. the usual practice of justifiable overtime with no bans or limitations of any kind at the quarry effective immediately.
4. The employees will be paid for Friday, 26th January 2001.
5. The union and the employees agree to immediately commence negotiations on an Enterprise Agreement and it is intended that this Enterprise Agreement be of three years duration of which this agreement forms part.
6. The parties will continue to work towards the agreed goal of having one document to cover Bass Point rather than the existing situation where a number of documents are in existence.
7. Pioneer hereby expresses its sincere apologies for the incident which occurred in early December 2000 where the company interpreted the situation to mean that the employees would refuse to load the ship. Pioneer regrets that the incident occurred and gives its firm assurance that this will never occur again. Pioneer reiterates its apologies to all employees concerned.
8. The AWU and the employees agree that there will be no further action in regard to the ship nor there be any recriminations, attempts to induce prosecution etc. This matter is now concluded.
9. It is noted that the jetty operator is happy to do other duties when available. Pioneer will set about implementing a timetable for EBA discussions as a matter of urgency and will discuss with the union the appointment of an appropriate facilitator.

Although matters did get to a stage of some tension yesterday Pioneer wishes to express its appreciation to the employees for the positive approach they took to negotiations which enabled this in principle agreement to be reached.

Would you please let me have your confirmation of the above in due course.

Yours faithfully,



Mark Diamond
AUSGROUP CONSULTING

