

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/222

TITLE: Pioneer Bass Point Quarry EBA 2004

I.R.C. NO: IRC4/4009

DATE APPROVED/COMMENCEMENT: 15 July 2004/1 January 2004

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/149

GAZETTAL REFERENCE: 20 August 2004

DATE TERMINATED:

NUMBER OF PAGES: 2

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of Pioneer Construction Materials Pty Ltd at Level 5, 75 George Street, Parramatta, who work at the Bass Point Quarry site and who fall within Quarries, &c. (State) Award

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

PIONEER BASS POINT QUARRY EBA 2004

This Agreement is made on 31 March 2004 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 2004.

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 2004 and expire on 31 December 2006.

3. Wage Increases

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

- (i) 5% from 1 January 2004 (this payment was brought forward to the first pay period after 14 November 2003);
- (ii) 4% from 1 January 2005;
- (iii) 3% from 1 January 2006.

4. Agreed Matters

The following matters were discussed and agreed in these negotiations:

Trial of "Floaters":-

A trial is to occur where Pioneer employs two extra employees. These employees shall be known as "floaters". These floaters would be available on the day and night shift to fill holes left by employees not working overtime, to cover sickness or absence from work, to enable the reduction of hours of all employees with a particular emphasis on the "back -shifts", and to give Pioneer better maintenance, cleaning and production time.

The delegates will present a roster showing what role the "floaters" will be performing at all times of the shift.

This trial would be fully supported by Management.

These "floaters" would enable:

A reduction in hours of the back-shift employees;

A target of no more than 55 hours per week for all staff;

Each employee to work one 8-hour shift per week;

The splitting of meal breaks to enable "hot-seating" of sales loaders and primary crushing.

This trial will last for six months. At the end of the trial, or before, Management and Delegates with their Union will assess the success of the trial and decide on the best way forward. Management reserves the right to change the work hours and the rostering if the trial is not successful to meet the needs of the business. If a change is required to either work hours or the roster, this will only occur after consultation with employee representatives.

Contract Cleaners:-

Pioneer has the ability to source contract cleaners provided that there are no employees available to perform this work.

5. Security of Employment

The company will not implement any forced redundancies during the life of this Agreement.

6. Site Agreement

The Bass Point Quarry Site Award has been completed and shall be signed by both parties prior to the signing of this Agreement.

7. New Agreement

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

Signed in agreement for and on behalf of
The Australian Workers Union Port
Kembla and South Coast Branch by:

Phil G. Reid
Signature

Signed for and on behalf of
Pioneer Construction Materials Pty Ltd by:

Daryl K. Kimmins
Signature