

**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA98/2

TITLE: Port Kembla Copper Construction Enterprise Agreement 1997

I.R.C. NO: 97/5804

DATE APPROVED/COMMENCEMENT: 18 November 1997

TERM: Expires 30 September 1999 or until project completion, whichever is the earlier

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 25

COVERAGE/DESCRIPTION OF

EMPLOYEES: All employees who are performing on-site construction work in connection with the Project.

PARTIES: Metal Trades Industry Association of Australia -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales, The New South Wales Plumbers and Gasfitters Employees' Union.

**PORT KEMBLA COPPER
CONSTRUCTION AGREEMENT 1997**



BETWEEN

METAL TRADES INDUSTRY ASSOCIATION OF AUSTRALIA

PORT KEMBLA COPPER PTY LTD

(ACN 076 258 976)

AND

**The AUTOMOTIVE, FOOD, METALS, ENGINEERING,
PRINTING AND KINDRED INDUSTRIES UNION OF AUSTRALIA,
(NEW SOUTH WALES BRANCH)**

**The AUSTRALIAN WORKERS' UNION,
NEW SOUTH WALES**

The CONSTRUCTION, FORESTRY, MINING, AND ENERGY UNION

**The ELECTRICAL TRADES UNION OF AUSTRALIA,
(NEW SOUTH WALES BRANCH)**

**The NEW SOUTH WALES PLUMBERS AND GASFITTERS
EMPLOYEES' UNION**

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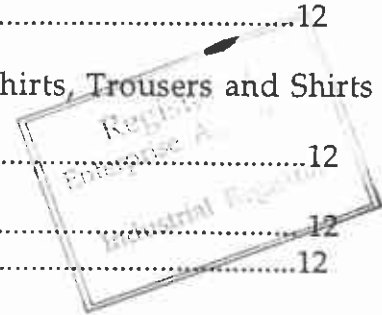
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1. TITLE

This Agreement shall be known as the *Port Kembla Copper Construction Agreement, 1997* and shall be submitted to the Industrial Relations Commission of New South Wales for approval in accordance with Section 34 of the Industrial Relations Act, 1996.

2. PARTIES BOUND

(on behalf of the employers named in schedule 5, and its members who may in future employ persons in the Project)

This agreement is made between the Metal Trades Industry Association of Australia (MTIA) and the unions named hereunder and shall be binding on MTIA, Port Kembla Copper Pty Ltd, and all employers (as defined in clause 3), the unions named hereunder and employees eligible to become members of the unions who are performing on-site construction work in connection with the Project:

- Automotive, Food Metals, Engineering, Printing and Kindred Industries Union of Australia (New South Wales Branch);
- The A.W.U. - F. I. M. E. Amalgamated Union, (New South Wales); [The Australian Workers' Union]
- Construction, Forestry, Mining and Energy Union (New South Wales Branch);
- Electrical Trades Union of Australia, (New South Wales Branch); [Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia]
- The New South Wales Plumbers and Gasfitters Employees' Union

3. DEFINITIONS

- 'Company' means Port Kembla Copper Pty Ltd.
- 'Parties' means the MTIA, the Company, Employers, Unions and Employee
- 'Project' shall mean the construction/expansion phase of The Port Kembla Copper Smelter and Refinery.
- 'Project Site' means the area of land on the Port Kembla Copper Project enclosed and bordered by: Darcy Road, Military Road, Incitec Ltd, MM Kembla Products and Electrolytic Lane which is to be allocated to a particular Contractor for construction purposes.
- 'Project Completion Date' means the date of completion of construction of the Project up to and including mechanical and electrical completion and commissioning.
- 'Principal Contractor' means the company or companies that have been appointed by Port Kembla Copper Pty Ltd to perform and manage on-site

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construction work on the Project.

- 'Sub-Contractor' shall mean a company that has been engaged by the Principal Contractor and been approved by the Company to perform on-site construction work on the Project.
- 'Employer' shall mean any Contractor or Sub-Contractor ^{who is a member of MTIA and} that employs persons who perform on-site work on the Project.
- 'Employee' shall mean any person engaged by an Employer under the terms of either an award or Enterprise Agreement, Federal or State, or recognised industry piece work contract rates agreement and who performs on-site work on the Project.
- 'Enterprise Agreement' shall mean any certified agreement under the Workplace Relations Act 1996 or any Enterprise Agreement approved under the Industrial Relations Act, 1996 (NSW).

4. AIMS AND PURPOSE

- 4.1 This Agreement gives effect to the terms of a Memorandum of Understanding dated 13 June 1996 between Furukawa Co. Limited, Nissho Iwai Corporation and the Unions, who are parties to this Agreement, concerning the construction/development stage of the Port Kembla Copper Project. The Parties maintain their commitment to the terms and intention of that Memorandum of Understanding.
- 4.2 The Parties to this Agreement recognise that the success of the Project is of particular significance to the residents of Port Kembla for environmental, economic, and social reasons.
- 4.3 The Parties to this Agreement agree that all facets of work on the Project covered by this Agreement must achieve best international standards of excellence and best practice in all relevant respects including -

Operational and business performance,

Work Organisation;

Labour flexibility;

Absence of union or work demarcations;

Hiring practices;

Continuous improvement;

Training and development;

Quality;

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Registered
Enterprise Agreement
Industrial Registrar

Safety;

Harmonious Employee relations.

- 4.4 The objectives of this Agreement are to provide a base for the successful completion of the Project in terms of time, budget/cost, quality, total quality concepts, planning, scheduling, safety and training.
- 4.5 These objectives can only be achieved by:
- 4.5.1 fostering a culture that acknowledges the right of Employees to equal opportunity in employment based on merit and the requirements of the job without regard to factors such as sex, race, colour, religion, age, marital status or social preference;
 - 4.5.2 developing the most productive, co-operative and harmonious working relationship possible;
 - 4.5.3 avoiding industrial action as a valid or acceptable means of dispute resolution on a Project such as this where a comprehensive Industrial Agreement and disputes avoidance procedure have been sought and finalised prior to work commencing;
 - 4.5.4 ensuring that working relationships between Employers and Employees are developed to promote mutual trust, co-operation and open communication of relevant information and ideas,
 - 4.5.5 acknowledging that there will be no attempt to link matters arising on this Project with any other matter outside the Project and similarly no attempt to raise outside issues on this Project;
 - 4.5.6 maintaining standards of conduct and attendance necessary to ensure a safe and efficient operation.
5. **APPLICATION AND SCOPE**
- 5.1 This Agreement shall only apply to on-site construction work performed by Employees of Employers on the Project site.
- 5.2 This Agreement shall not apply to persons who are required, as part of their normal duties, to visit the site for the purpose of pickup or delivery, or to carry out routine maintenance or repairs to on-site plant, equipment or facilities. Port Kembla Copper operations, maintenance and/or repair personnel, are not covered by this Agreement.
- 5.3 Where any term or condition of employment in this Agreement provides a greater benefit to an Employee than the terms and conditions applying to that Employee under any award or other duly certified or registered enterprise agreement, (federal or State) then this Agreement shall supplement such terms and conditions.

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6. OPERATION OF AGREEMENT

- 6.1 This Agreement shall operate from date of approval by The Industrial Relations Commission of New South Wales, until Project completion or 30 September 1999, whichever is the earlier.

7. COMMUNICATION AND CONSULTATION

- 7.1 It is acknowledged that real change which results in long term benefits for the Project as a whole is only possible when all Parties have a desire and intent to work positively towards it. Such desire and intent is created where information and views are shared and discussed openly in an atmosphere of understanding and respect. To this end the Parties to this Agreement commit to the establishment and maintenance of processes through which changes to the Organisation and performance of work and the implementation of this Agreement can be discussed and monitored to ensure the interests of all Employees and the Company are properly considered.
- 7.2 To achieve this end regular meetings of the Port Kembla Copper Project Consultative Committee, established under Clause 8.0 of this Agreement, shall be held.
- 7.3 The Port Kembla Copper Project Consultative Committee shall meet no less frequently than each three (3) months for the purpose of monitoring the implementation of this Agreement.
- 7.4 In addition to the quarterly reviews, the Port Kembla Copper Project Consultative Committee will further meet as required to discuss any significant workplace issue which affects the Project as a whole and which is unable to be resolved through normal channels of communication.

8. ESTABLISHMENT OF CONSULTATIVE COMMITTEE

- 8.1 The Port Kembla Copper Project Consultative Committee (the Committee) will be established to oversee the operation of this Agreement as it affects Employees. The Committee will have a facilitative role only.

- 8.2 The Committee shall comprise:

- One (1) Representative of the Company;
- One (1) Representative of the Principal Contractor;
- One (1) Representative of the Sub-contractors;
- One (1) Official from each Union that is a party to this agreement.
- Four (4) elected delegates - One (1) delegate will represent Employees on the Project Site who are eligible to be members of each union that is a party to this agreement.

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8.3 It is the intention of the Parties that once four (4) Employees have been elected as delegates to join the Committee, they will act in that capacity on an ongoing basis so that continuity of Employee representation on the Committee is achieved.

8.4 Any Member of the Committee may request that a Committee Meeting be convened by giving one (1) weeks notice to the Principal Contractor and advising the purpose of the meeting. A specific agenda will then be distributed to all Committee members at least three (3) days prior to the scheduled meeting. The notice period, agenda distribution and the agenda contents may all be varied by agreement of all the Parties.

Where any of the parties to this agreement considers that an issue is of an urgent nature a meeting will be convened as soon as practicable after notification to the principal contractor and the Company.

8.5 Minutes of meetings will be kept and displayed on all site notice boards.

9. HOURS OF WORK

9.1 The ordinary hours of work shall be thirty eight (38) hours per week, eight (8) hours a day averaged over a nineteen (19) day four (4) week cycle. Ordinary hours may be worked by agreement between the majority of affected Employees and the Employer between 6.00a.m and 6.00p.m. Monday to Friday. The ordinary hours of work, having once been established, can be varied by agreement, or in the absence of agreement, by one (1) week's written notice. Provided that ordinary hours may start from 5.00a.m without penalty, by agreement between an Employer and the Employees.

9.2 Employees shall be entitled to a paid fifteen (15) minute morning break and an unpaid thirty (30) minute lunch break each week day, taken at a time to suit the day's work, provided that two (2) breaks shall be taken each day and no Employee shall be required to work for more than five (5) hours without a break.

9.3 Rostered days off (RDO's) shall fall on the days prescribed by the agreed industry schedule under the National Building and Construction Industry Award, provided that an Employer may substitute an alternative day for these RDO's without penalty in the following circumstances:

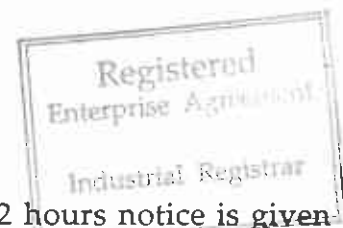
9.3.1. where an alternative day will allow the Employer to better meet it's contractual obligations or overcome or avoid delays to its program; and

9.3.2. an alternative RDO is given with an agreed time frame or an agreed date(s);

9.3.3 the Employee is given not less than 72 hours notice of the requirement to work on the RDO.

9.4 An Employer may substitute an alternative day for an RDO by giving an

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Employee less than 72 hours notice but if less than 72 hours notice is given the Employee shall be entitled to be paid for the RDO on which he/she is required to work at the rate applicable for work on a normal Saturday.

- 9.5 RDO's may be accumulated to a maximum of five (5) where that suits a particular Employer and it is agreed by Employees and the relevant Union(s) including an Employer with a contract expected to run for six (6) months or less.

10. LEGAL AND CONTRACTUAL OBLIGATION OF CONTRACTORS

- 10.1 Contractors, subcontractors, consultants and suppliers must comply with the provisions of applicable:

- Awards, and/or enterprise or project agreements; and
- Legislative requirements

- 10.2. Contractors must ensure that their subcontractors, consultants and suppliers comply with their legal obligations regarding their employees. Any relevant information is to be obtained through proper and lawful means, and in a way that respects confidentiality.

- 10.3 Arrangements or practices designed to avoid award obligations and/or legislative obligations including inappropriately treating a genuine employee as an independent contractor and/or inappropriate application of the Prescribed Payments System (PPS) of taxation are not permitted.

- 10.4 The terms of this clause are to be specifically drawn to the attention of each Employer prior to an Employee commencing work on the Project.

11. SITE REGISTER

Prior to commencement on-site, Employers shall provide the following information to the Principal Contractor and the unions upon request:

- 11.1.1 Registered business name and address;
- 11.1.2 Name, address, date of birth and classification of each Employee,
- 11.1.3 Union number and financial status if any (where known to Employer);
- 11.1.4 Employer, Employee Redundancy and Superannuation Number and date of last payment to the relevant funds;
- 11.1.5 Employer, Employee/ Long Service Leave Numbers;
- 11.1.6 The number and date of the Certificate of Competency from the WorkCover Authority or other relevant authority;
- 11.1.7 Certificate of Currency of Top Up Insurance.

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12. WAGE RATES AND ALLOWANCES

12.1 Wage Rates and Redundancy Payments.

Employees shall be paid the Project Wage Rates and Redundancy entitlements set out in Schedule 1 to this Agreement. The Project Wage Rates include all award entitlements, including but not limited to, base wage rate, supplementary payment, safety net adjustment, industry allowance, special allowance, follow the job allowance or like, tool allowance, special rates, disability payments, etc., and excepting only those allowances set out in sub-clause 12.2 of the Agreement.

Redundancy payments shall be made into the funds known as ACIRT or MERT or into any other equivalent fund that will accept the level of payment prescribed by this Agreement. Provided that an Employer may make alternative arrangements for accrual of entitlements where a majority of its Employees on the project are entitled to the rate of \$26.60 per week.

12.2 Additional Allowances

In addition to the Project Wage Rates referred to in sub-clause 12.1 of this Agreement, the following allowances shall be paid as they are prescribed in the relevant award, and shall be varied in accordance with movements in the relevant award allowance:

- Leading Hand Allowance
- Registration/Licence Allowances
- First Aid Allowance
- Refractory Allowance
- Explosive Powered Tool Allowance
- Meal Allowance
- Daily Fares and Travel
- Dual Crane Lifts Allowance
- Pneumatic tool operation allowance as per NBCIA

Note: An Employee shall be paid by way of the prescribed daily fares and travel allowance the sum of \$17.50 per day (or in the case of electrical workers the sum of \$26.45 per day) or such higher amount as may be prescribed by the industry award applicable to the Employee.

12.2.1 Living Away from Home Entitlements

- (i) This clause will operate to the exclusion of clause 24 of the National Building and Construction Industry Award 1990 (NBCIA), clause 9 of the National Metal and Engineering On-site Construction Industry Award 1989 (MECA), clause 7 of the Electrical Contracting Industry (State) Award, and clause 26 of the General Construction and Maintenance, Civil and Mechanical Engineering (State) Award.

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(ii) Eligibility for Living Away from Home Entitlements

- (a) The eligibility of an Employee for living away from home entitlements whilst employed on the Project Site will be determined by the Employee's declared place of residence. An Employee will not be eligible for living away from home entitlements whilst employed on the Project Site unless he/she has made a declaration as to his/her place of residence in accordance with sub-clause (iii) prior to engagement on the Project Site.
- (b) An Employee will not be permitted to commence work on the Project Site unless he/she has completed a declaration as to his/her place of residence as required by this clause.
- (c) If the Employee's declared place of residence is outside the area marked on the map on Schedule 2, then subject to sub-clauses (e) and (f), he/she will be eligible for living away from home entitlements under this clause.
- (d) If the Employee's declared place of residence is within the area marked on the map on Schedule 2, then he/she will not be eligible for living away from home entitlements under this clause.
- (e) An existing Employee of an Employer, except an Employee in a classification in the NBCIA, whose declared residence is outside the area marked on the map in Schedule 2, and who requests that he/she be transferred to work on the Project Site, will not be eligible for living away from home entitlements.
- (f) An Employee, except an Employee in a classification in the NBCIA, whose declared residence is outside the area marked on the map in Schedule 2, but who elected when applying for employment on the Project Site, to be considered for employment as though he/she does not live outside that area, will not be eligible for living away from home entitlements.

(iii) Declared Place of Residence

- (a) Applicants for employment at the Project Site

All applicants for employment on the Project Site must complete a declaration as to their place of residence in the terms included in Schedule 3.

The declaration will determine eligibility for living away from home entitlements for the entire period of employment on the Project Site. An Employee's subsequent change of residence, unless directed by an Employer, will not change his/her eligibility status under this clause.

- (b) Existing Employees who are transferred to work on the Project Site

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Existing Employees who are being considered by an Employer for transfer to work on the Project Site, must complete a declaration as to their place of residence in the terms included in Schedule 3.

The declaration will determine eligibility for living away from home entitlements for the entire period of employment on the Project Site. An Employee's subsequent change of residence, unless directed by an Employer, will not change his/her eligibility status under this clause.

(iv) Entitlements for Eligible Employees

Eligible Employees will have the following living away from home entitlements:

- (a) In the case of Employees in classifications contained in the NBCIA, the benefits (as at the date this agreement is signed) contained in sub-clauses 24(3) and (4) of the NBCIA .
- (b) In the case of other Employees, the benefits (as at the date this agreement is signed) contained in sub-clauses 9(b) and (c) of MECA.

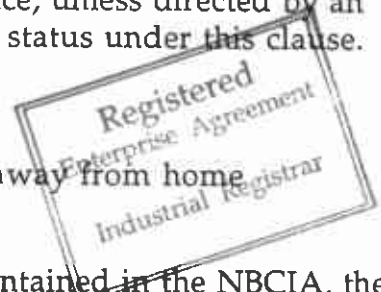
12.3 Wage Increases

Employees covered by this Agreement shall be entitled to the following increases in the Project Wage Rates set out in Schedule 1 to this Agreement. Any increases in award rates of pay, including but not limited to increases arising from, National or State Wage Case movements (including Safety Net Adjustments) shall be absorbed, fully or as far as possible, into the increases set out hereunder:

- On or from 1 August 1997 the Project Wage Rates set out in Schedule 1 to this Agreement will be increased by 3%.
- On or from 1 February 1998 a further increase to the Project Wage Rates of 3% will apply.
- On or from 1 August 1998 a further increase to the Project Wage Rates of 3% will apply.
- On or from 1 February 1999 a further increase to the Project Wage Rates of 2.5% will apply.
- On or from 1 August 1999 a further increase to the Project Wage Rates of 2.5% will apply.

12.4 Superannuation

- 12.4.1. Subject to any higher entitlement under an applicable Enterprise Agreement, Employers will, in respect of each of their Employees, make contributions into a complying superannuation fund of \$50.00



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per week, increasing to \$55 per week from 1 August 1998, or the minimum contribution required under the superannuation guarantee legislation, whichever is the higher. For the purposes of this clause a "complying superannuation fund" includes: C + BUS, NESS or any other fund into which an Employer is permitted by an industrial award or duly certified or registered industrial agreement to make such contribution.

12.4.3. Employer superannuation contributions for apprentices shall be in accordance with the superannuation guarantee legislation.

12.5 Apprentice Project Wage Rates

Apprentices shall be entitled to the following percentage of the Project Wage Rates for the appropriate base tradesperson under this agreement, and of the relevant Redundancy Payments included in the Schedule to this agreement.

1st year	42%
2nd year	55%
3rd year	75%
4th year	88%

13. ANNUAL LEAVE

The quantum of annual leave shall be as prescribed by the appropriate Federal Award or the Annual Holidays Act of 1944 (NSW).

14. LONG SERVICE LEAVE

Employers shall comply with the Building and Construction Industry Long Service Payments Act 1986 in respect of all their Employees to whom this legislation applies.

15. RECRUITMENT OF LOCAL LABOUR

It is the intention of the parties that the employment opportunities generated by the construction phase of the Copper Project should benefit the local community.

Employers will use their best endeavours to recruit employees from within the local community for work on the construction phase of the Copper Project, subject to the following:

- (i) the availability of suitable skilled and qualified applicants for employment,
- (ii) the Employer's selection policies and procedures.

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16. INDUCTION

16.1 Prior to the commencement of employment on-site, all Employees shall attend an agreed induction program given by the Principal Contractor's representatives. Employers shall arrange inductions prior to arrival on-site. The program shall include:

- Scope, purpose and anticipated duration of the Project;
- Familiarisation with and understanding the terms and conditions of employment contained within this Agreement;
- Advice on Legislative, Site and Employer safety standards and requirements;
- Co-operative objectives regarding goals that the Company has for this Project;
- Specific reference to the application of the Avoidance of Disputes - Grievance Procedure and Continuous Operations Clauses;
- Outline of any house rules, including disciplinary procedures;
- Advise Employees of the location of the first aid facility.
- Completion by Employees of an appropriate induction competency test.

16.2 Each Employee will receive an induction card after completing the induction program and demonstrating satisfactory performance in the appropriate induction competency test, and access to the Project site will only be granted to an Employee who exhibits the issued induction card. However, in the case of a lost card, an Employee's identity will be confirmed prior to any issue of a temporary induction card and ultimately a replacement card.

16.3 Each Employee's induction card must be carried by the Employee whilst engaged on the Project and is not transferable under any circumstance to any other person.

16.4 These procedures are intended to substantially improve the security on the Project and have a positive impact on the level of safety provided to Employees on the Project.

17. CLOTHING AND FOOTWEAR AND PROTECTIVE GEAR

Employers will provide their Employees with the following items of clothing and protective gear provided that if an Employer has obligations to provide clothing, under an Award or Enterprise Agreement, of an equivalent standard, then such Employer will not be bound by the terms of this clause.

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17.1 Safety Footwear

Appropriate safety footwear will be issued upon commencement of work on the Project and will be replaced on a fair wear and tear basis thereafter provided they are produced to the Employer for inspection.

17.2 Overalls, Combination or Bib and Brace and Shirts, Trousers and Shirts

Two (2) sets of protective clothing will be provided after accumulated employment on the Project by an Employee of seventy six (76) hours and will be replaced twice per calendar year or as a result of fair wear and tear provided they are produced to the Employer for inspection.

17.3 Jackets

One jacket shall be supplied to all employees on-site between 1 May and 30 September each year after accumulated employment on-site of 76 hours.

The type of jacket issued to an Employee will be determined by the nature of work performed to ensure that the jacket is not unsafe for the work performed by each Employee.

17.4 Head, eye, hearing and sun protection

Appropriate head, eye, and hearing protection gear will be issued to Employees and will be worn at all times on the Project Site. A high protection sun screen lotion shall be made available for use by Employees at the Project Site,

17.5 Equivalent Clothing

Where documented evidence can be shown that the equivalent protective clothing referred to in 16.1, 16.2 and 16.3 above has been supplied by the Employer within the last three (3) month period, then the above will not apply.

18. DEMARCATION DISPUTE PROCEDURE

- 18.1 It is recognised by all the Parties to this Agreement that it is in the interest of the Parties and of the Project that potential demarcation disputes are resolved swiftly without disruption to work or the construction program.
- 18.2 It is therefore agreed that all demarcation disputes shall be resolved by and between the Unions and their relevant peak bodies without stoppage or interference or delay in work or programmed work.
- 18.3 The terms of resolution of any demarcation dispute shall be, subject to this clause, in accordance with ACTU Policy and shall be communicated in writing on behalf of all interested Unions to the Company and the relevant Employer.
- 18.4 Until such communication is received by the Employer, the Employer shall

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allocate work on the basis of existing Union coverage for Employees.

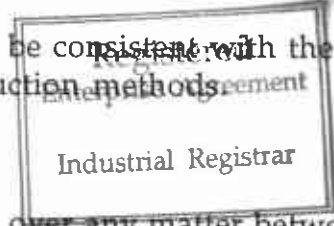
- 18.5 The resolution of any demarcation dispute shall be consistent with the aim of improving productive and cost effective construction methods.

19. **DISPUTE AVOIDANCE PROCEDURE**

- 19.1 On all occasions, any issue, grievance or dispute over any matter between the parties to this Agreement shall be settled in accordance with this procedure without resorting to industrial action. This shall apply whether the matter in dispute relates directly to site employment or not, or whether it relates to a matter dealt with by this Agreement or a relevant Award or not.
- 19.2 Any matter of concern to an Employee or group of Employees shall be at the first instance raised with their Supervisor, by the Employee(s) concerned or their delegate. Discussions and responses must occur before the end of the next working day.
- 19.3 If not settled at this level, the matter shall be formally submitted by a full time Official of the Union to site Management of the Employer. Discussions and responses must occur before the end of the next working day after the matter was submitted.
- 19.4 If not resolved at this level, the matter shall be formally submitted by the Employer to the Principal Contractor or by the Union(s) for referral to the Project Consultative Committee
- 19.5 Where the Project Consultative Committee fails to resolve the dispute, notification may be made to the Industrial Relations Commission for resolution.
- 19.6 Whilst the above procedure is being effected, normal safe work shall continue. No Party shall be prejudiced as to final settlement by the continuance of work in accordance with this sub-clause.

20. **WORKERS COMPENSATION**

- 20.1 The principal Contractor, Sub-Contractors and Employees shall make themselves aware and comply with their responsibilities under current New South Wales Workers Compensation Legislation.
- 20.2 In cases where there is no doubt in the mind of the Employer and its Insurer that an injury sustained by an Employee is compensatable, the Employer shall make workers compensation payments by normal pay days, where practicable, provided written information required has been received from the Employee or his/her representative.



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21. **WORKERS COMPENSATION TOP UP COVER AND ~~TWENTY-FOUR~~
(24) HOURS ACCIDENT COVER**

- 21.1 Only to the extent that such cover is not otherwise available to an Employee, the Principal Contractor shall effect with a provider of its ~~choice~~ **Registered Enterprise Agreement** ~~both top-up~~ insurance and twenty four (24) hour accident cover to a **standard of benefit** equivalent to that available under the Coverforce Top - Up Accident Scheme.

22. **FIRST AID FACILITIES**

- 22.1 The Principal Contractor will establish a first aid facility for the Project which complies in all respects with the Occupational Health and Safety (First Aid) Regulation 1989, and other applicable occupational health and safety laws and regulations.
- 22.2 The Company and the Principal Contractor will ensure that a suitable number of Employees possess a first aid certificate. Where Employees are required to attend first aid training to obtain the necessary qualifications, paid time off will be provided. The cost of obtaining the necessary certificate will be met by the Employer.

The first aid facility will be attended by a full time first aid attendant when the number of Employees engaged on the Project Site whose employment is covered by this agreement exceeds 40 on an ongoing basis. During the period when there is no full time first aid attendant on the site, first aid will be provided by Employees who have been trained in first aid and who hold a relevant first aid certificate.

The security officer engaged by the Company at the entrance gate (adjacent to the first aid facility) will be in possession of a key to the first aid facility at all times. In addition the Company will ensure the availability of an emergency key in the event that the security officer is unavailable.

- 22.3 Employers with site workforces in excess of twenty five (25) persons will provide first aid chests meeting the requirements of the Occupational Health and Safety (First Aid) Regulation, 1989.

23. **SAFE WORKING IN INCLEMENT WEATHER**

- 23.1 In any situation where weather conditions do or are likely to affect safe work, affected Employees and their Employers shall consult on and seek the best method of completing work safely or shall seek alternative safe work (including training), if either is available.
- 23.2 It is accepted that during periods of inclement weather, work in undercover areas may not be available to all Employees and some Employees will be required to wait until inclement weather clears. A fundamental obligation of each Employee during periods of inclement weather is to remain on the Project Site and be available for safe operational work, or training, until directed otherwise by the Employer.

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In determining what safe operational work can be performed by an Employee, primary regard will be had to the Employee's classification and the work normally performed by that Employee.

23.3 This clause shall operate to the exclusion of any Award or other inclement weather provision.

24. **INSTALLATION OF MACHINERY AND/OR OTHER EQUIPMENT**

24.1 Supervisors employed by the manufacturers or suppliers of machinery and/or other equipment will be permitted to provide technical skills and knowledge.

25. **PAID STOPWORK MEETINGS**

25.1 Employees will be entitled to attend a one hour stopwork meeting without loss of pay each quarter, provided that the following requirements are satisfied;

- (i) the time and date of each stopwork meeting is agreed between the Principal Contractor and each of the unions; and
- (ii) the purpose of the stopwork meeting is to enable communication to Employees by union officials on issues directly related to their employment on the Project Site.

26. **COMMISSIONING OF NEW PLANTS**

26.1 This Agreement will not cover Port Kembla Copper Operational Employees engaged on commissioning.

27. **NOT A PRECEDENT**

27.1 The Parties will not use this Agreement as a precedent on any other project.

28. **NO EXTRA CLAIMS**

28.1 The Unions and Employees will not make any extra claims in respect of matters covered by this Agreement for the duration of the Project.

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 BB
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DATED the _____ day of _____

SIGNATORIES

SIGNED for and on behalf of The)
AUTOMOTIVE, FOOD, METALS,)
ENGINEERING,)
PRINTING AND KINDRED)
INDUSTRIES UNION OF AUSTRALIA)

[Signature]
Secretary **PRESIDENT**
Name (printed):

[Signature]
Witness *David Bourne*
Name (printed): *Research Officer*

SIGNED for and on behalf of The)
AUSTRALIAN WORKERS' UNION,)
NEW SOUTH WALES)

[Signature]
ASST Secretary
Name (printed): **ANDREW GILLESPIE**

[Signature]
Witness **SIMON MEEHAN**
Name (printed): **SOLICITOR**

SIGNED for and on behalf of The)
CONSTRUCTION, FORESTRY,)
MINING, AND ENERGY UNION)

[Signature]
Secretary
Name (printed): **PETER ZABOYAK**
AREA CO-ORDINATOR

[Signature]
Witness **SIMON MEEHAN**
Name (printed): **SOLICITOR**

SIGNED for and on behalf of The)
NEW SOUTH WALES PLUMBERS AND)
GASFITTERS EMPLOYEES' UNION)

[Signature]
Secretary
Name (printed): **Phil Dobby**
SEC.

[Signature]
Witness
Name (printed): **W. WEST**

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CB 10 111. of P3 W

SIGNED for and on behalf of The
ELECTRICAL TRADES UNION OF
AUSTRALIA

J. J. Thornton

Witness
Name (printed):

JOHN FREDERICK THORNTON

THE COMMON SEAL of PORT
KEMBLA COPPER PTY LTD
(ACN 076 258 976) was affixed in the
presence of, and the sealing is attested
by:

A. Kora

Director or ~~Secretary~~
Name (printed):

AKINORI KORA

METAL TRADES INDUSTRY
ASSOCIATION OF AUSTRALIA

A.C. Tomlinson

ALISTAIR TOMLINSON

18 NOVEMBER 1987.

[Signature]

Secretary *BERT SCHMIDT*
Name (printed):



[Signature]

Director
Name (printed):

Malcolm Taylor



WITNESS
NAME. Murray Campbell

[Signature]

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18/11/87
18/11/87 of P3 1/4

SCHEDULE 1

PROJECT WAGE RATES AND REDUNDANCY ENTITLEMENTS

Award and Redundancy Rate	Classification	Base Rate	
National Metal and Engineering On-site Construction Industry Award (MECA) Redundancy - \$26.60 All MECA Classifications All purpose site allowance \$2.00 per hour	Metal Tradeperson	\$561.40	
	Rigger, Dogman, Scaffolder	\$535.40	
	Ironworker	\$520.40	
National Building and Construction Industry Award (NBCIA) Redundancy - \$41.60 All NBCIA Classifications All purpose site allowance \$2.00 per hour	Carpenter	\$546.40	
	Bricklayer	\$542.70	
	Painter	\$534.00	
	Group 1 Labourer	\$526.40	
	Group 2 Labourer	\$510.30	
	Group 3 Labourer	\$498.30	
	Refractory Bricklayer	\$570.90	
	Refractory Assistant	\$498.30	
	General Construction and Maintenance, Civil and Mechanical Engineering (State) Award (GCMA) Redundancy - \$41.60 All GCMA Classifications All purpose site allowance \$2.00 per hour	Group 4 Labourer	*\$544.30
		Group 5 Labourer	*\$528.40
Group 2 Labourer		*\$516.70	
Group 1 Labourer		\$506.10	
Electrical Contracting Industry (State) Award (ECIA) Redundancy - \$41.60 All ECIA Classifications All purpose site allowance \$2.00 per hour	Electrical Worker 5	\$547.80	
	Electrical Worker 2	\$475.40	
Plumbing Industry (NSW) Award (PIA) Redundancy - \$41.60 All PIA Classifications All purpose site allowance \$2.00 per hour	Plumber, Gasfitter	\$563.50	
	Plumber's Labourer	\$498.30	

(*) Note: Rates marked thus include sick leave loading

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C. F. M. E. U.

SCHEDULE 2

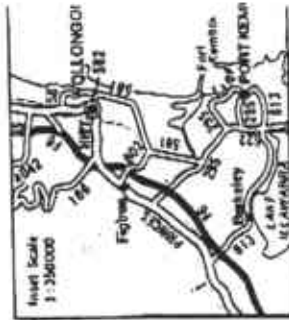
PARRAMATTIA

SYDNEY

CENTRAL MOUNTAINS

SOUTHERN

← TUMUGLY'S BRIDGE



← BURDEK - NORTH SIDE
S MATE HAVEN

SEE INSET
SEE INSET
SEE INSET

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SCHEDULE 3

**DECLARATION for the purposes of
Clause 12.2.1 of Port Kembla
Copper Construction Agreement**



"Place of Residence"

I, [insert full name], hereby declare that:

1. I, have been provided with a copy of Schedule 2 of the Port Kembla Copper Construction Agreement 1997 which contains a map showing an area surrounding the Port Kembla Copper project site.
2. My place of residence is recorded below and is inside/outside the area marked on the map included in the Schedule referred to above.

My place of residence is: [Insert Address]

DECLARED this day of [month] 199

.....
(Signature)
Name: Print

.....
(Signature - Witness)
Name: Print

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SCHEDULE 4

**ELECTION for the purposes of
clause 12.2.1 of the Port Kembla
Copper Construction Agreement**



I, [insert full name], hereby acknowledge that:

1. I have been provided with a copy of Schedule 2 of the Port Kembla Copper Construction Agreement 1997 containing a map on which is marked an area surrounding the Port Kembla Copper project site.
2. I have made a declaration that my place of residence is outside the area marked on the map.
3. I **ELECT** to be considered for employment on the Port Kembla Copper project site as if my place of residence is within the area on the map.
4. I **UNDERSTAND** that if I make this election and accept an offer of employment on the Port Kembla Copper project site, I will be employed in accordance with the terms of the Port Kembla Copper Construction Agreement 1997 and will have no entitlement to living away from home benefits.
5. I **UNDERSTAND** that I am under no obligation to make this election, and I have done so freely.

DECLARED this day of [month] 199

.....
(Signature)
Name: Print

.....
(Signature - Witness)
Name: Print

[Handwritten signatures and initials]
BB
W. J.J. af P3 JF

SCHEDULE 5

PORT KEMBLA CONSTRUCTION AGREEMENT 1997

ABB Engineering Construction P/L

ABB Industries P/L

NS Donnelly P/L.

Effelwe Services P/Limited

Brambles Australia Limited

Socelliste Limited



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