

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/307

**TITLE: Unimin Australia Limited (Newcastle Operations)
Enterprise Bargaining Agreement 2005**

I.R.C. NO: IRC5/3517

DATE APPROVED/COMMENCEMENT: 22 July 2005/14 January 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/128.

GAZETTAL REFERENCE: 16 December 2005

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees employed by Unimin Australia Limited , located at Old Maitland Road, Sandgate and employed in the classifications set out in clause 7, Classification Structure of this agreement.

PARTIES: Unimin Australia Limited -&- The Australian Workers' Union, New South Wales

UNIMIN AUSTRALIA LIMITED (NEWCASTLE OPERATIONS) ENTERPRISE BARGAINING AGREEMENT 2005

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2. Title

This Agreement, made pursuant to the *Industrial Relations Act 1996* (NSW), shall be known as the "Unimin Australia Limited (Newcastle Operations) Enterprise Bargaining Agreement 2005".

3. Parties, Application and Duration

- (i) The parties to this Agreement are:
 - (a) Unimin Australia Limited ("the Company"); and
 - (b) The Australian Workers Union, NSW Branch ("the Union").

- (ii) This Agreement applies to:
 - (a) The Company; and
 - (b) Employees of the Company working at the Company's site at Old Maitland Road, Sandgate and employed in the classifications set out by clause 7, Classification Structure, of this Agreement.
- (iii) This agreement shall commence from the date of 14 January 2005 and expire on 14 January 2007.

4. Relationship to Award and Previous Agreement

- (i) This Agreement will operate to the exclusion of the Rock and Ore Milling and Refining (State) Award and any other industrial instrument that may apply to the employees covered by this Agreement.
- (ii) This Agreement replaces and terminates the Unimin Australia Limited (Newcastle Operations) Enterprise Bargaining Agreement 2003.

4a. Renegotiation of Agreement

The parties to this Agreement will commence to review this Enterprise Agreement and renegotiate its provisions at least six (6) months prior to its expiry. It is the shared intention of the parties to this Agreement to conclude these negotiations prior to the nominal expiry date.

5. Contract of Employment

- (i) Employees, other than casuals, shall be employed by the week and their engagement shall only be terminated by one week's notice on either side to be given at any time during the week or by payment or forfeiture as the case may be, of one week's wages in lieu thereof. An employee who is guilty of misconduct may be dismissed at any time without payment in lieu of notice.
- (ii) Employees shall be employed to carry out such duties as may be directed by the Company from time to time subject to the limits of the employees' skill, competence and training.
- (iii) Any employee may at any time carry out such duties and use such tools and equipment as may be directed by the Company provided that the employee has been properly trained in the use of such tools and equipment.
- (iv) Any direction given by the Company in accordance with subclauses (ii) and (iii) above shall be consistent with the Company's obligation under the occupational health and safety legislation applying at the time in New South Wales.

6. Casual & Contract Employment

- (i) The Company may employ casual and contract employees, on an hourly hire basis; their employment may be terminated by an hour's notice given either by the Company or employee.
- (ii) Such employees will be paid for ordinary time at the hourly rate for their classification, plus 1/12th as per annual leave act. Loading included is 15% in lieu of items in clause 6(iii) below.
- (iii) Casual employees are not entitled to payment for annual leave, Public Holidays, sick leave and bereavement leave. Loading in clause 6(ii) is provided to cover these items.

7. Wages

(I) Weekly Wages Payable from 01 January 2005.

| | |
|------------------------------------|----------|
| Trainee Operator (Level 1) | \$720.10 |
| Operator (Level 2) | \$728.36 |
| Senior Operator (Level 3) | \$787.88 |
| Plant Controller (Level 4) | \$877.98 |
| Engineering Tradesperson (Level 1) | \$844.96 |
| Engineering Tradesperson (Level 2) | \$888.68 |
| Apprentice (First year) | \$379.53 |
| Apprentice (Second year) | \$415.52 |
| Apprentice (Third year) | \$495.70 |
| Apprentice (Fourth year) | \$616.36 |

(ii) Weekly wages payable from 01 January 2006.

| | |
|-----------------------------------|----------|
| Trainee Operator (Level 1) | \$752.50 |
| Operator (Level 2) | \$761.14 |
| Senior Operator (Level 3) | \$823.34 |
| Plant Controller (Level 4) | \$917.49 |
| Engineering Tradesperson (Level1) | \$882.98 |
| Engineering Tradesperson (Level2) | \$928.67 |
| Apprentice (First year) | \$396.61 |
| Apprentice (Second year) | \$434.22 |
| Apprentice (Third year) | \$518.00 |
| Apprentice (Fourth year) | \$644.09 |

(iii) All wage rates in 7 (i) and 7 (ii) include, first aid allowance, shift allowance and all other applicable allowances and are subject to no further claims for payment for allowances.

8. Classification Structure

All employees covered by this agreement must hold a current first aid qualification from an accredited association

LEVEL 1 - TRAINEE OPERATOR

A trainee is employed on probation for up to three months to allow full assessment of their ability by the work team and management. Employees at this level should achieve competency and progress to Level 2 as quickly as possible.

Duties shall include, but not be limited to:

- Operating Packing Machine
- Lifting and stacking bags on pallets
- Filling bulker bags and using Forklift
- Factory housekeeping
- Must hold a current first aid qualification from an accredited association

LEVEL 2 - OPERATOR

Duties shall include, but not be limited to:

- Carrying out all the duties as in Level 1, plus
- Loading and unloading of trucks with Forklift
- Bulk loading with Front End Loader
- Loading Hoppers with Front End Loader
- Weighbridge and Computer Operations

Laboratory testing
Checking incoming raw materials for Quality Control
Plant and machinery welfare

LEVEL 3 - SENIOR OPERATOR

Duties shall include, but not be limited to:

Carrying out all the duties as in Levels 1 and 2 plus
Check and maintain first aid cabinets
Responsibility for:
Employees of the shift
Production output
Quality of product

In the absence of the Plant Controller Sandgate a Senior Operator nominated by management becomes the Acting Plant Controller. In this case the following applies:

Carries out all duties as in Levels 1, 2 and 3.
Has responsibility and authority for all other employees at Levels 1, 2 and 3 on site.

LEVEL 1 - ENGINEERING TRADESPERSON

Completed a relevant Engineering Trade Certificate equivalent to C10 of the Metal, Engineering and Associated Industries Award 1998, an award of the Australian Industrial Relations Commission.

LEVEL 2 - ENGINEERING TRADESPERSON

Completed a relevant Engineering Trade Certificate and 3 modules of Advanced Certificate or equivalent. Wage rate is C9 or 105% of Level 1 Engineering Tradesperson rate.

9. Hours of Work

(i) Day Workers

- (a) The ordinary hours of work for a day worker will be an average of 38 hours per week.
- (b) Ordinary hours will be worked between 6.00am and 6.00pm, Monday to Friday.
- (c) All employees are engaged on the basis that they may be required to work shifts as required by the Company.
- (d) The normal roster is developed to include 76 hours of normal rates of pay per fortnight.
- (e) Provided that except as otherwise provided herein, not less than 48 hours notice shall be given to weekly employees of rostered day off.
- (f) Where a rostered day falls on a public holiday as prescribed in clause 13, Public Holidays, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four week cycle or the next cycle is agreed between the Company and an employee.

(ii) Shift Workers

- (a) Shifts will be determined in consultation with employees and with notice.
- (b) The average ordinary working hours of shift workers shall not exceed 76 hours of normal rates of pay per fortnight.

- (c) Compensation for shift work including shift penalties and allowances are included in the base rates presented in Clause 7 (i) and 7 (ii),

(iii) Method of Implementation

The Company shall make an assessment of which method of implementation best suits the business and any proposed method of implementation shall be discussed with the employees concerned.

10. Shower Time

At the end of each shift, employees shall be given ten minutes for a shower. A longer shower time is permitted with production management agreement.

11. Meal and Tea Breaks

- (i) Day workers receive a paid break of 10 minutes and an unpaid break of 30 minutes per shift. All breaks are taken on the basis that production is not ceased and these breaks must be staggered as required.
- (ii) Shift workers receive a paid break of 10 minutes and a paid crib break of 20 minutes per shift. All breaks are taken on the basis that production is not ceased and these breaks must be staggered as required.

12. Overtime

- (i) Requirement to Work Reasonable Overtime:

The Company may require any employee to work reasonable overtime at applicable overtime rates and any employee is expected to work overtime in accordance with such requirement.

- (ii) Time worked in excess of the rostered ordinary hours in a particular day shall be overtime and will be paid at the rate of double time.
- (iii) Where an employee is called upon to work unplanned overtime for more than four hours after their rostered ordinary ceasing time on a particular day, they shall be paid the sum of \$20.00 as meal money in addition to any overtime payment. This provision shall not apply when the employee has been notified the day before of the need to work overtime.
- (iv) An employee should not return to work until they have had 10 consecutive hours off duty from completion time of the last shift worked. Where time is lost on subsequent shifts due to this break there will be no deduction of pay. Where the company specifically requests an employee to resume work before a 10 hour break is completed, the employee will be paid double time for time worked.

13. Recall to Work

Any employee after leaving the Company's premises and being recalled to work by production management shall be paid a minimum of four hours at overtime rates for each time they are so recalled.

14. Saturday, Sunday & Holiday Rates

All time worked on a Saturday or a Sunday shall be paid for at the overtime rate. For Holidays prescribed in Clause 14 - Public Holidays hereof, normal time shall be paid for the normal roster, if time is worked on the public holiday normal overtime rates will be paid, with a minimum of 4 hours. These overtime rates will be paid in addition to the normal payment for the public holiday.

15. Public Holidays

The days on which New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Labour Day, or any other day proclaimed in lieu thereof, other days which may be proclaimed as public holidays for the State of New South Wales and observed in the locality of the enterprise.

Union Picnic Day shall be a day agreed by management and individual employees, shall be a holiday and no wage deduction in respect of such holiday shall be made.

The Company may require from their employees, the butt of the ticket as evidence of their attendance at the picnic.

16. Sick Leave

- (i) If, following three months continuous service with the Company, an employee is unable to attend for duty by reason of personal illness or personal incapacity not due to their own serious and wilful misconduct, they shall be entitled to be paid at ordinary time rate for the time of such non-attendance, subject to the following conditions:-
 - (a) An employee must notify the Company no later than one hour before start of shift, unless the employee has good reason for not doing so. The notice must include:
 - The nature of the injury or illness (if known); and
 - How long the employee expects to be away from work
 - (b) The employee shall prove to the satisfaction of the Company, if required with the production of a doctor's certificate, that they are or were unable to attend for duty on account of such illness or incapacity on the day or days for which payment under this clause is claimed. A doctor's certificate will be required for any rostered day immediately before or following a public holiday, also for continuous sick days beyond 1 day.
 - (c) The employee shall be entitled in respect of any year of continued employment to sick pay for ten (10) days. Any untaken sick leave shall accumulate from year to year.
- (ii) All existing employees as of 1 July 1999 shall be entitled to the payment of their accumulated sick leave paid upon the termination of employment with the Company.
- (iii) All employees engaged on or after 1 July 1999 shall not have access to sub- clause (ii) of this clause and will not have their accumulated sick leave paid out upon termination.

17. Annual Leave

See the *Annual Holidays Act 1944* (NSW) as amended.

In addition to Annual Leave paid under the Annual Holidays Act, employees shall receive a 17 ½ % loading on annual leave.

18. Long Service Leave

See the *Long Service Leave Act 1955* (NSW), as amended.

19. Compassionate Leave

Each employee shall be entitled to up to three days compassionate leave on the occasion of the death and funeral of the employee's spouse, (including de-facto spouse or partner), father, mother, (including foster father, foster mother, stepmother or stepfather), sister, brother, stepsister, stepbrother, child, stepchild, grandparent, parent in law, brother in law, sister in law or other relative or person with whom the employee

lived in the structure of a single family unit or can demonstrate some other special relationship warranting the granting of the leave.

Provided that generally an employee will not be entitled to the full three days unless he or she can demonstrate that they are responsible for funeral arrangements.

20. Payment of Wages

Wages shall be paid fortnightly by Electronic Funds Transfer to a bank (or other financial institution) account agreed between the Company and the employee.

21. Protective Clothing

- (i) Where necessary the Company shall provide free of charge, safety helmets, boots, goggles, gloves, respirators and aprons. These shall be provided on an exchange basis. Employees shall use such equipment when working tasks for which the equipment is issued.
- (ii) Where necessary, suitable waterproof clothing, including gum boots and one suitable protective wind jacket, shall be provided free of charge by the Company for the use of the employees. These shall be provided on an exchange basis
- (iii) The Company shall also supply two sets each summer clothes and winter clothes.
- (iv) All clothing and equipment issued in accordance with this clause shall remain the property of the Company and shall be returned to the Company on demand, and, in any event, on termination of employment. The Company shall be entitled to deduct from any monies due to an employee the reasonable value of such equipment if the employee fails to return it.

22. Disputes Settlement Procedure

- (i) Introduction

This clause shall apply to the resolution of disputes and the settlement of grievances. Where the application of the processes referred to in this clause fails to resolve the dispute or grievance, the dispute or grievance may be referred to the Industrial Relations Commission of New South Wales for conciliation and if necessary, arbitration.

The parties agree that there shall be no ban, limitation or stoppage while the disputes settlement procedure is applied unless in the case of a genuine safety breach.

- (ii) Grievance Procedure

The procedure for the resolution of industrial disputation will be in accordance with the *Industrial Relations Act* (NSW) 1996. These procedural steps are:

- (A) Procedure Relating To The Grievance Of An Individual Employee:

- (1) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (2) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (3) Reasonable time limits must be allowed for discussions at each level of authority.

- (4) At the conclusion of the discussions, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (5) While a procedure is being followed, normal work must continue.
- (6) The employee may be represented by an industrial organisation of employees

(B) Procedure For A Dispute Between An Employer And The Employees:

- (1) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (2) Reasonable time limits must be allowed for discussion at each level of authority.
- (3) While a procedure is being followed, normal work must continue.
- (4) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for each procedure.

(iii) Arbitration

Where the application of the processes referred to above in this clause fails to resolve the dispute or grievance, the dispute or grievance may be referred to the Industrial Relations Commission of New South Wales for conciliation and if necessary, arbitration.

23. Redundancy

In the event of redundancies appearing to be inevitable, the Company agrees to notify the Union as soon as practical after a decision has been made.

An employee who is redundant shall have the choice of three alternative methods for calculating a redundancy payment:

- (i) The legislative requirement in accordance with the *Employment Protections Act 1982 (NSW)*;
- (ii) 2 weeks pay for each year of completed service; or
- (iii) 1.5 weeks of pay for each year of completed service after 6 years of completed service plus the legislative requirement in accordance with the *Employment Protection Act 1982 (NSW)*.

A table containing the redundancy payment in accordance with the three methods listed above for each year of completed service up to 30 years is contained in Schedule B of this Agreement.

Employees that commenced employment after 15 January 2001 do not have access to alternate methods of redundancy calculation but where eligible will be paid in accordance with the *Employment Protections Act 1982 (NSW)*

24. Workers' Compensation

Shall be in accordance with the workers' compensation legislation applying at the time in New South Wales.

25. Job Representatives

A job representative elected by the employees shall be allowed the necessary time, during working hours to interview the appropriate Company representative or officer-in-charge on matters affecting the employees whom they represent.

26. Deduction of Union Dues from Wages

Union subscriptions will be deducted by the Company from the wages of those employees who have completed and signed a deduction authority and membership form.

27. Employee Health Surveillance Program

(i) Aim:

- (a) To ensure that potential new employees are passed "fit for duty" prior to employment offers.
- (b) Through routine and random medical examinations, to assist in minimising the risk to health by exposure to hazardous substances or other occupational hazards in the workplace.
- (c) To ensure that regulatory and legal obligations are maintained between the employee and Company.

The cost of the employee medical examinations will be paid by the Company. All examinations shall, where possible, be undertaken in Company time. In instances where this is not possible, and with mutual agreement by the Company, the employees may undertake the examinations outside Company time. When this occurs the employees will be paid for such time and must produce a doctor's certificate. The Company shall pay hours worked for any Routine Medical Examination.

(ii) Pre-placement Medical Examinations (PME)

It is the objective of the Company that a premedical examination is undertaken prior to offering any job to a candidate for an operator or maintenance role. The objective of the PME is to medically examine a candidate on their ability to perform the requirements of the particular job for which they have applied and to identify any pre existing medical condition for workers compensation or insurance purposes.

A candidate must provide consent before a PME can be conducted.

(iii) Routine Medical Examinations (RME)

It is the objective of the Company that employees have a routine medical examination at least every two years. The RME will include as a minimum:

- (a) Spirometry (Breathing)
- (b) Blood Tests
- (c) Urinalysis
- (d) Chest X-Rays
- (e) Audiometry (Hearing)

The objective of the RME is to ensure that an employee can safely undertake the job requirements, does not expose their self or others to risk of an injury in performing their job and to monitor an employee's medical condition for workers compensation or insurance purposes.

A candidate must provide consent before a RME can be conducted.

(iv) Exit Medical Examinations (EME)

It is the objective of the Company that all employees have an EME. An EME is not required if an employee departs less than 12 months after the RME. The EME carries similar objectives to the RME and is conducted only after an employee's consent is obtained.

(v) Reporting of Medical Examinations

The results of the RME, in medical terms will be verbally given to the employee at the time of the medical examination and, if there is any medical problem, the Medical Practitioner will send a letter to the employee.

If the individual is fit for work (e.g. medically within normal limits and not subject to any recommended work restrictions), a statement will be issued to the Company by the Medical Practitioner to that effect.

A more detailed report may be sent to the Company where there is a significant problem with the fitness for work of that individual. The report to the Company does not contain confidential medical information.

Any follow up of work related problems or abnormal results, will be agreed in advance between the Company and the individual concerned.

(vi) Retention of Results

The Company will treat related documentation supplied by the medical practitioner as confidential and append to the personnel file of the individual. Records will be retained for at least the legislated period.

Employees will have access to their medical records, giving the Company reasonable notice of the request.

28. Smoking in the Workplace

The parties to this Agreement acknowledge that smoking at work is an issue which can affect Company productivity, as well as giving rise to health implications. The parties therefore agree to the implementation of the following measures:

- (i) The sites covered by this agreement are smoking-free. Smoking is not permitted at these facilities at any time.
- (ii) Circumstances relating to breaches of this clause will be considered by management and disciplinary procedures are likely to apply.

The Company has support programs for employees requiring assistance to quit smoking.

29. Protective Workwear and Apparatus

(i) Obligations of Protective Workwear and Apparatus

The Company and the employees recognise the necessity to wear protective clothing and apparatus for the purpose of reducing the risk of injury in the workplace and improving the quality of the workplace environment.

Where necessary, the Company shall provide, free of charge, PPE which employees shall use when undertaking tasks for which the equipment is issued.

The Company may take disciplinary action should an employee refuse to wear the designated protective clothing and apparatus.

It is a minimum requirement for employees to wear helmets, safety glasses and safety boots (and any further equipment as defined by management) in designated operating areas.

30. Counselling and Disciplinary Procedure

(i) Introduction

The Company requires all employees to maintain a fair and reasonable output of work, to protect Company property, to co-operate willingly with the Company, act in a fair and reasonable manner towards fellow employees and to comply with all reasonable instructions from management.

When an employee's performance in any area is of a standard unacceptable to the Company, the formal counselling and warning system set out below will be implemented. The formal counselling and warning system includes the use of formal written notification.

Disciplinary action may include termination or demotion to a lower classification, with loss of earnings until re-training is complete.

(ii) Formal Counselling and Warning System

Step 1 - Counselling

The employee will be counselled by the supervisor or senior management. It will be the employee's option as to whether or not he/she desires an employee representative to be present during the issuing of this counselling.

The employee will be advised that failure to show the required improvement in the area for which the counselling has been issued or failure to perform satisfactorily in any other area for which further counselling is warranted, will result in proceeding to the second step of the formal counselling and warning system. The counselling will be on file and shall remain on file for a period of twelve (12) months.

Step 2 - First Warning

The first warning is issued to the employee by senior management in the presence of the employee's representative if requested and practicable. The warning will be recorded on file and will remain on file for a period of twelve (12) months.

The employee will be advised that failure to show the required improvement in the area for which the warning has been issued or failure to perform satisfactorily in any other area for which a further warning is warranted, will result in proceeding to the third step of the formal counselling and warning system.

Step 3 - Final Warning

The final warning is issued to the employee by senior management in the presence of the employee's representative. The warning will be recorded on file. Copies of the written warning will be provided to the employee's representative if requested to do so. The formal warning remains effective for twelve (12) months.

The employee is advised that failure to show the required improvement in the area for which the warning has been issued or failure to perform satisfactorily in any other area for which a further warning is warranted, will result in termination of employment with the Company. Every employee shall have the right, given reasonable notice, to inspect their file regarding warnings to ensure its accuracy.

Step 4 - Termination of Employment

The employee will be advised by senior management that his/her services are to be terminated for a further breach of his/her duties and obligations for which he/she has received previous counselling and warnings. Where practicable, the employee's representative should be present.

(iii) Summary Dismissal

The formal counselling and warning system shall not apply to an employee who performs an act of serious misconduct. Such an act warrants instant dismissal and the offending employee will be advised by senior management of his/her termination of employment. The employee representative will be notified and advised of the dismissal as soon as practicable.

31. Training

- (i) Employees shall undertake training and re - training as required by the Company.
- (ii) The Company will pay costs associated with approved training whether it is formal, internal, external or on the job.
- (iii) Where an employee is enrolled in a external course with the prior approval of the Company, the Company will reimburse costs as per Company policy upon successful completion of the course.
- (iv) Time off without loss of pay will be provided for approved Company training. If training extends beyond the ordinary hours of work the employee shall make the time available without payment.

32. Existing Privileges

An employee who on the date of this Agreement coming into force, is in receipt of higher wages or better conditions shall not have wages or conditions reduced merely as a consequence of this Agreement.

33. Higher Duties Payment

- (i) In recognition that the Company's objective is to create a more flexible and skilled work force, from time to time employees may undertake work at a higher duty subject to safety and competence.
- (ii) For periods of two full days or greater; a higher duties payment of 5% on top of the acting employee's usual rate of pay will be paid to an employee who has been authorised by Management to undertake the duties of a higher classification for the hours worked at the higher duties.
- (iii) For maintenance supervision a rate of 10% per week will be paid after authorization by the Production Manager in recognition of performance of a full range of higher duties by the L2 fitter, this can be applied when the maintenance supervisor is on annual leave or is away for a period greater than 2 days.

34. Posting of Agreement & Notices

The Company shall provide a common notice board at each place of work covered by this Agreement where notices authorised by the Union may be posted for the information of members.

SIGNATORIES

Signed for and on behalf of:

UNIMIN AUSTRALIA LIMITED

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

SCHEDULE A

SAFETY INCENTIVE SCHEME

(i) Objective

The purpose of the Safety Incentive Scheme is to provide a positive reminder of the Company's Safety Targets of Nil Accidents and to reward members of the factory crew if this can be achieved. Eligible employees who have lost time injuries during the course of a competition will cause the competition to fail. Employees therefore have an obligation to think carefully at all times about their personal safety and the safety of others.

(ii) Rules

- (a) The rules of the scheme are as follows:
- (b) The Safety Incentive Scheme is in the form of a series of numbered competitions each lasting for a six (6) month period commencing 1 April and 1 October each year.
- (c) Each competition has a list of eligible members (EM's) whose names are published prior to the commencement date.
- (d) EMs are fortnightly paid full time employees with at least six (6) months service.
- (e) The list of EMs will be reviewed on 1 April and 1 October each year.
- (f) Each competition has only two possible outcomes i.e.

SUCCESS or FAILURE

- (g) To SUCCEED every EM must have ZERO Lost Time Injuries in the 6 month period of the competition. If an EM has a Lost Time Injury, they will cause the competition to fail.

(h) Rewards for SUCCESS are as follows:

For every successful competition, each EM may nominate a prize worth up to two hundred and fifty dollars (\$250.00) from the following categories: Food, clothing, family entertainment, tools, appliances, travel, sports equipment and health club membership.

Under no circumstances will prizes be given in the form of cash, tobacco or alcohol.

- (i) An EM may elect to let their prize jackpot and aim for a prize up to the value of five hundred dollars (\$500.00) for the successful completion of two consecutive competitions.

If the second competition fails, the EM will still be eligible for the \$250.00 prize for successful completion of the first competition.

- (j) For the purposes of this scheme, a "Lost Time Injury" is an injury incurred by an EM at work which results in the EM being absent from work for one or more complete shifts.

SCHEDULE B

REDUNDANCY PAYMENT SCALE

| Over 45 years of age at date of exiting | | | | Under 45 years of age at date of exiting | | | |
|---|------------|-------------|--------------|--|------------|-------------|--------------|
| Completed Years of Service | Method (I) | Method (ii) | Method (iii) | Completed Years of Service | Method (I) | Method (ii) | Method (iii) |
| 1 | 5 | 2 | n/a | 1 | 4 | 2 | n/a |
| 2 | 8.75 | 4 | n/a | 2 | 7 | 4 | n/a |
| 3 | 12.5 | 6 | n/a | 3 | 10 | 6 | n/a |
| 4 | 15 | 8 | n/a | 4 | 12 | 8 | n/a |
| 5 | 17.5 | 10 | n/a | 5 | 14 | 10 | n/a |
| 6 | 20 | 12 | n/a | 6 | 16 | 12 | n/a |
| 7 | 20 | 14 | 21.5 | 7 | 16 | 14 | 17.5 |
| 8 | 20 | 16 | 23 | 8 | 16 | 16 | 19 |
| 9 | 20 | 18 | 24.5 | 9 | 16 | 18 | 20.5 |
| 10 | 20 | 20 | 26 | 10 | 16 | 20 | 22 |
| 11 | 20 | 22 | 27.5 | 11 | 16 | 22 | 23.5 |
| 12 | 20 | 24 | 29 | 12 | 16 | 23 | 25 |
| 13 | 20 | 26 | 30.5 | 13 | 16 | 26 | 26.5 |
| 14 | 20 | 28 | 32 | 14 | 16 | 28 | 28 |
| 15 | 20 | 30 | 33.5 | 15 | 16 | 30 | 29.5 |
| 16 | 20 | 32 | 35 | 16 | 16 | 32 | 31 |
| 17 | 20 | 34 | 36.5 | 17 | 16 | 34 | 32.5 |
| 18 | 20 | 36 | 38 | 18 | 16 | 36 | 34 |
| 19 | 20 | 38 | 39.5 | 19 | 16 | 38 | 35.5 |
| 20 | 20 | 40 | 41 | 20 | 16 | 40 | 37 |
| 21 | 20 | 42 | 42.5 | 21 | 16 | 42 | 38.5 |
| 22 | 20 | 44 | 44 | 22 | 16 | 44 | 40 |
| 23 | 20 | 46 | 45.5 | 23 | 16 | 46 | 41.5 |
| 24 | 20 | 48 | 47 | 24 | 16 | 48 | 43 |
| 25 | 20 | 50 | 48.5 | 25 | 16 | 50 | 44.5 |
| 26 | 20 | 52 | 50 | 26 | 16 | 52 | 46 |
| 27 | 20 | 54 | 51.5 | 27 | 16 | 54 | 47.5 |
| 28 | 20 | 56 | 53 | 28 | 16 | 56 | 49 |
| 29 | 20 | 58 | 54.5 | 29 | 16 | 58 | 50.5 |
| 30 | 20 | 60 | 56 | 30 | 16 | 60 | 52 |

SCHEDULE C

PERSONAL/CARER'S LEAVE

- (i) Use of Sick Leave
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (b) of paragraph (iii) of this subclause who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 16, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

(c) The entitlement to use sick leave in accordance with this subclause is subject to:

the employee being responsible for the care of the person concerned; and

the person concerned being:

a spouse of the employee; or

a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

(d) An employee shall, wherever practicable, give the Company notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (b) of paragraph (iii) of subclause 1 of this schedule who is ill.

(iii) Annual Leave

(a) An employee may elect, with the consent of the Company, subject to the *Annual Holidays Act 1944* (NSW), to take annual leave not exceeding five days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.

(b) Access to annual leave, as prescribed in paragraph (i) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

(c) An employee and the Company may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

(iv) Time off in lieu of payment for overtime

(a) An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company within 12 months of the said election.

- (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (i) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination. Where no election is made in accordance with the paragraph (i) of this subclause, the employee shall be paid overtime rates in accordance with the Agreement.
- (v) Make-up Time
- (a) An employee may elect, with the consent of the Company, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the Company, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

SCHEDULE D

ANTI-DISCRIMINATION

- (i) It is the intention of the parties to this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996 (NSW)* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti Discrimination Act 1977 (NSW)*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this schedule is to be taken to affect:
 - (a) any conduct or act which is specially exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- (v) This schedule does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this schedule.

NOTES:

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."