



**UNIMIN AUSTRALIA LIMITED – Granville
Enterprise Agreement 2001**

PART 1 - PRELIMINARY**1.1 Title**

This Agreement will be known as the Unimin Australia Limited – Granville Enterprise Agreement 2001, (hereinafter called the Agreement).

1.2 Table of Contents

This Agreement is arranged as follows:



PART 1 - PRELIMINARY.....	2
1.1 TITLE.....	2
1.2 TABLE OF CONTENTS	2
1.3 DEFINITIONS	4
1.4 SCOPE AND PERSONS BOUND	4
1.5 LOCALITY	4
1.6 COMMENCEMENT AND DURATION	4
1.7 RELATIONSHIP TO PARENT AWARD AND OTHER AWARDS	5
1.8 RENEGOTIATION OF AGREEMENT	5
1.9 MAINTENANCE OF STATUS QUO	5
1.10 NO DURESS	5
1.11 PURPOSE OF AGREEMENT.....	5
1.12 SIGNATORIES	6
PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT.....	7
2.1 FULL TIME EMPLOYMENT.....	7
2.2 PART TIME EMPLOYMENT	7
2.3 CASUAL EMPLOYMENT	8
2.4 CONTRACT EMPLOYMENT	8
2.5 COUNSELLING AND DISCIPLINARY PROCEDURE	8
2.6 DISPUTE SETTLEMENT PROCEDURE	10
2.7 REDUNDANCY	11
2.8 NOTICE OF TERMINATION BY THE COMPANY	14
PART 3 – WAGES, BONUS AND ALLOWANCES	15
3.1 APPROACH	15
3.2 COMPETENCY BASED SALARY SYSTEM	15
3.3 COMPETENCY STANDARDS FRAMEWORK.....	16
3.4 WAGE RATES & ALLOWANCES	20
3.6 ALLOWANCES	21
3.7 HIGHER DUTIES PAYMENT	22
3.8 LEAVE LOADING.....	22
3.9 SUPERANNUATION.....	23

PART 4 - HOURS OF WORK24

4.1 OPERATIONAL EFFICIENCY24

4.2 ORDINARY HOURS OF WORK – DAY WORK24

4.3 SHIFT WORK.....24

4.4 ROSTERED DAYS OFF (RDO)25

4.5 CRIB BREAK AND WASHING TIME.....25

4.6 OVERTIME.....25

4.7 MAKEUP TIME26

4.8 COMPANY/PLANT CLOSE DOWN PERIODS26

4.9 UNION AND NON-UNION MEETINGS27



PART 5 - STATUTORY HOLIDAYS AND LEAVE.....28

5.1 PUBLIC HOLIDAYS28

5.2 ANNUAL LEAVE28

5.3 SICK LEAVE29

5.4 ABANDONMENT OF EMPLOYMENT30

5.5 COMPASSIONATE LEAVE30

5.6 MATERNITY LEAVE30

5.7 JURY SERVICE30

5.8 LONG SERVICE LEAVE.....31

5.9 PARENTAL LEAVE31

PART 6 - OCCUPATIONAL HEALTH AND SAFETY.....32

6.1 INTRODUCTION32

6.2 EMPLOYEE HEALTH SURVEILLANCE PROGRAM32

6.3 DRUGS AND ALCOHOL IN THE WORKPLACE34

6.4 SMOKING IN THE WORKPLACE34

6.5 PROTECTIVE WORKWEAR AND APPARATUS.....35

6.6 SAFETY INCENTIVE SCHEME36

PART 7 - BEST PRACTICE STRATEGIES.....37

7.1 CONSULTATIVE COMMITTEE.....37

7.2 JOINT COMMITMENT37

7.3 TRAINING.....38

7.4 INTRODUCTION OF NEW TECHNOLOGY.....39

7.5 KEY PERFORMANCE INDICATORS39

ATTACHMENT 1 SAFETY INCENTIVE SCHEME.....40

Granville Enterprise Agreement 2001

4

1.3 Definitions

For the purposes of this Agreement:

- "Agreement" means the Unimin Australia Limited – Granville Enterprise Agreement 2001.
- "AWU" means the Australian Workers Union – New South Wales.
- "Company" means Unimin Australia Limited.
- "Commencement Date" means the date registered by the Industrial Relations Commission of New South Wales that this Agreement comes into operation.
- "Employee" means any person employed by Unimin Australia Limited on a full time, part time, casual or temporary basis.
- "Parties" means Unimin Australia Limited and all employees under the job classifications listed in clause 3.4 of this Agreement who are employed by the Company at the commencement date.
- "Parental Leave" means maternity leave, paternity leave or adoption leave.

**1.4 Scope and Persons Bound**

This Enterprise Agreement shall be binding upon Unimin Australia Limited, Australian Workers Union – New South Wales and the employees of the Company whose employment;

(1) Is otherwise covered by the terms and conditions of the Rock and Ore Milling & Refining (State) Award.

(2) Would, but for the operation of this agreement, be covered by the terms and conditions of the Metal & Engineering Industry (NSW) Award.

(3) This agreement succeeds and replaces the Commercial Minerals Limited (Granville) Enterprise Agreement 1998 (IRC No.6337 of 1998) which came into effect on the 1st December 1998. No right or benefit which accrued under the previous agreement is affected by that agreement's supersession by this Agreement.

1.5 Locality

This Certified Agreement will apply to the Company's work site at the corner of Shirley and Unwin Streets, Rosehill NSW.

1.6 Commencement and Duration

This Agreement will come into force on 30 June 2001 and will continue in force until 30th June 2003.

1.7 Relationship to Parent Award and Other Awards

This Enterprise Agreement is to be read in conjunction with the Rock and Ore Milling & Refining (State) Award (the "parent award"). The parent award covers the employment of production and operational personnel by the company. Where there is any inconsistency between the parent award and this agreement, the terms and conditions of this Agreement shall prevail to the extent of the inconsistency.

The parent award does not apply to maintenance personnel employed by the company, whose terms and conditions of employment are regulated by the Metal & Engineering Industry (NSW) Award.

Where there is any inconsistency between the Metal & Engineering Industry (NSW) Award and this Agreement, the terms and conditions of this Agreement shall prevail to the extent of the inconsistency.

1.8 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. The parties will make best endeavours to conclude these negotiations prior to the nominal expiry date.

1.9 Maintenance of Status Quo

Should negotiations for a new enterprise agreement not be finalised prior to the nominal expiry date of this Agreement, existing rates of pay and conditions will continue to be observed by the Parties for all employees covered by this Agreement.

1.10 No Duress

The parties agree that this Agreement was not entered into under duress.

1.11 Purpose of Agreement

This Agreement has the purpose of promoting the participative processes that will establish new initiatives to continuously improve the competitiveness of the Company and enhance the quality of the working life of all employees.

1.12 Signatories

Australian Workers Union – New South Wales

For and behalf of all employees.

P. K. Colloby

State Secretary

Date: 22 / 6 / 01

W. S. O'Connell

Witness



For and behalf of Unimin Australia Limited

[Signature]
Regional Manager

[Signature]

Witness

Date: 21, 06, 01

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Full Time Employment

Unless otherwise stated, full time employment is on a weekly basis.

It is recognised by the parties that efficient production performance is more likely to be achieved through the use of full-time permanent production operators than through the use of casuals.

In the first instance, the Company will roster full-time permanent employees for any required periods of work.

However, where it is not deemed practicable or cost effective and where it does not compromise safety, The Company reserves its right to utilise alternative employment categories identified in this Agreement for any required periods of work.

2.2 Part Time Employment

- a. The Company may employ part time employees. Such employees will be paid for ordinary time at the agreed hourly rate for their grade/classification specified in clause 3.4.
- b. A part time employee will accrue prorata entitlement for all leave arising under this Agreement, on a pro rata basis calculated on the normal ordinary hours worked.
- c. Before commencing a period of part time employment under this Clause the employee and the Company will agree:
 - (1) that the employee may work part time;
 - (2) the hours to be worked by the employee, the days upon which they will be worked and commencement times for work;
 - (3) the job grade/classification applying to the work to be performed; and
 - (4) the period of part time employment.

These terms may be varied by consent. The terms or any variation will be recorded in writing and the document retained by both parties.

- d. The terms of this Agreement will apply to part time employment.





2.3 Casual Employment

- a. The Company may employ casual employees, on an hourly hire basis; their employment may be terminated by an hour's notice given either by the Company or employee.
- b. Such employees will be paid for ordinary time at the hourly rate for their classification, plus 20%.
- c. Casual employees are not entitled to payment for annual leave, Public Holidays, sick leave and bereavement leave.
- d. Should a casual employee wish to apply for a permanent vacancy they will be guaranteed an interview and due consideration.

2.4 Contract Employment

- a. It is acknowledged that the Company shall have the right to employ contract labour in the event of emergency, employee sickness or accident or in other circumstances where the situation dictates.
- b. The employee representative(s) at the site will be notified of the intention to engage contract labour.
- c. There shall be no right to engage contract labour where industrial action is taken over a genuine safety issue.
- d. The Company may employ contract employees, on an hourly hire basis; their employment may be terminated by an hour's notice given either by the Company or employee.
- e. Such employees will be paid for ordinary time at the hourly rate for their classification, plus 20%.
- f. Contract employees are not entitled to payment for annual leave, Public Holidays, sick leave and bereavement leave.
- g. Should a contract employee wish to apply for a permanent vacancy they will be guaranteed an interview and due consideration.

2.5 Counselling and Disciplinary Procedure

2.5.1 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.



2.5.2 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 his/her delegate 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 six (6) months.

Step 2 - First Warning

The first warning is issued to the employee by senior management in the presence of the employee's representative. 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. 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 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.

2.5.3 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.

2.6 Dispute Settlement Procedure

2.6.1 Introduction

Clause 21, Grievance Procedures, of the parent award, as produced below, shall apply to the resolution of disputes and the settlement of grievances.

Where the application of the processes referred to in 2.6.2 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.

2.6.2 Grievance Procedure

The procedure for the resolution of industrial disputation will be in accordance with the NSW Industrial Relations Act 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.
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2.6.3 Arbitration

Where the application of the processes referred to in Clause 2.6.2 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 above mentioned procedure is being applied.

2.7 Redundancy

2.7.1 Introduction

The Provisions of Clause 24, Redundancy, of the parent award shall apply to employees covered by this Agreement.

2.7.2 Relocation

This package shall apply in the event that the Company relocates from its current location at Granville and shall apply to all permanent fulltime and part-time employees.

Preliminary Advice Of Relocation

- (1) The Company will, as soon as possible after a decision to relocate has been taken, advise employees and the union of the intended date of the relocation of operations or part of the business.
 - (2) The Company shall hold discussions with the employees directly affected by the decision to relocate and their union.
 - (3) For the purpose of discussion, the company shall in writing provide to the employees concerned and their union, all relevant information about the proposed relocation, including the reasons, the number and categories of employees likely to be affected and the period over which the relocation is likely to occur.
 - (4) Employees being offered relocation with the Sydney Metropolitan Area are to be given at least four weeks notice of the transfer to allow each employee to consult with his or her union representative. The company may provide four weeks pay in lieu of notice or may provide part notice and part payment in lieu to a total of four weeks.
 - (5) Employees being offered relocation to a position located outside of the Sydney Metropolitan Area shall be provided with four weeks notice of the transfer. Such notice shall include a written description of the award and over-award conditions applying at the position being offered. The company may provide four weeks pay in lieu of notice or may provide part notice and part payment in lieu to a total of four weeks.
 - (6) Employees who do not accept relocation under this clause shall be entitled to the redundancy provisions of the Parent Award. Provided that the company may provide
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notice (or payment in lieu) according to the parent award redundancy provisions and under this clause simultaneously.



2.7.3 Redeployment

An employee, who's position is redundant and is offered and accepts significantly different employment within Unimin Australia Limited shall not, except as hereinafter provided, be entitled to the redundancy provisions of the parent award.

- (1) Significantly different employment means work of a different nature involving reclassification and/or relocation.
- (2) Employees accepting continued employment with Unimin Australia Limited will, where practicable, be offered a position of the same classification and rate of pay or higher.
- (3) An employee who transfers to new duties and as a result is placed in a lower paid classification shall be entitled to the same notice of transfer as he or she would have been had he or she been retrenched from the company and the company may at the company's option, make payment in lieu thereof of an amount equal to the difference between the ordinary time rate of pay of the former position and the ordinary time rate of pay of the new position for the number of weeks of notice still owing. An employee who transfers to a new lower paid position shall, all other things being equal, be given first preference in selection for a vacant position in the employee's former classification.

2.7.4 Trial Period

- (1) The first 6 weeks of employment in a relocated or redeployed position shall be regarded as a trial period by the company and the employee. Where an employee resigns or is terminated by the company for reasons other than those justifying disciplinary dismissal during the trial period, the employee will be entitled to the redundancy provisions of the parent award in the same way as he or she would have been entitled had the employee been retrenched instead of being relocated or redeployed. Except that the employee shall not be entitled to any additional notice or payment in lieu if the employee resigns. An employee resigning or being terminated by the company during the trial period will have his or her redundancy entitlements calculated on the basis of the wage rate that applied to the employee in his or her former position.
- (2) Employees who are terminated by the company during the trial period for reasons other than those justifying disciplinary dismissal shall be allowed the equivalent of one day's leave with pay for each week of notice for the purpose of seeking other employment and attending job interviews. Time off during notice will be by prior arrangement with the company, subject to confirmation of the purpose, and, at a time mutually agreed.

2.7.5 Preservation of Entitlements for Relocated or Redeployed Employees.

- (1) The period spent by the employee in the relocated or redeployed position shall count as service continuous on service in the former position for all purposes of the redundancy provisions of the parent award.
- (2) Employees who are relocated and/or redeployed shall be given a certificate of service indicating the reason for the relocation and/or redeployment and shall list the employee's classification at the time of transfer, as well as credits for training modules completed towards the next classification level, and a description of the processes performed by the employee.

**2.7.6 Removal Expenses**

- (1) An employee relocated to a position outside of the Sydney Metropolitan Area or interstate will receive a one off relocation incentive payment of \$2,000.00 three months after the transfer in recognition of the efforts needed to effect the relocation. In addition and subject to the employee presenting a quote for removal expenses that is agreed to by the Company, all of the employee's removal expenses shall be paid by the Company
- (2) Employees relocated to a position outside the Sydney Metropolitan Area or interstate who subsequently choose to leave the employment of the Company, within the first three months after the relocation shall receive a pro rata payment of the relocation incentive of time in the relocated position to three months.
- (3) Employees who are terminated by the Company for reasons other than those justifying disciplinary dismissal within the first three months after the relocation shall receive the full relocation incentive.



2.8 Notice of Termination by the Company

(1) To terminate the employment of a person, the Company will give the Registrar Industrial person the following notice:

Period of Service	Period of Notice
1 year or less	2 weeks
In excess of 1 year	4 weeks

(2) Instead of working the notice period, payment in lieu of notice may be made.

(3) In addition to the period of notice provision, the Company will pay the following amount of Severance Pay in respect of a continuous period of service:

Period of Service	Severance Payment	
	Employee under 45 years of age	Employee 45 years of age or more
Less than 1 year	Nil	Nil
1 year and more but less than 2 years	4 weeks' pay	5 weeks' pay
2 years and more but less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years and more but less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years and more but less than 5 years	12 weeks' pay	15 weeks' pay
5 years and more but less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and more	16 weeks' pay	20 weeks' pay

(4) It is the intention of the Company that all monies due on termination of employment will be paid into the employee's nominated account on the final day of their employment with the Company.

PART 3 – WAGES, BONUS AND ALLOWANCES



3.1 Approach

In order to provide an effective labour cost allocation across all shifts and products, the parties agree to the separation of all allowances from the hourly wage rate.

The overall approach is to provide reward and recognition through a competency based wages system.

3.2 Competency Based Salary System

Unimin Australia Limited's aim is that all employees should feel suitably rewarded and recognised for their contribution to the Company's performance. As such, it is intended that the wage rates for employees should be fair, affordable, and reflect job competencies.

To achieve job comparability, during the life of this Agreement, the Parties agree that a competency assessment system shall be progressively developed and implemented. In the meantime, existing jobs have been grouped according to Award classification. The minimum rates payable for each classification grade are listed in Section 3.4. Within the terms and conditions of this Agreement, the annual base rates of pay for all current staff in their current jobs will be maintained and not reduced by the introduction of the competency assessment system.

In determining the relevant competency standards for the Granville site the following nationally endorsed competency standards packages have been accessed:

- Manufacturing Learning Australia
- National Metal & Engineering Training Board

Within four (4) months the Consultative Committee will undertake the following:

- Finalise the competency standards framework (clause 3.3).
- Undertake a skills audit of all employees.
- Develop a site training plan.



3.3 Competency Standards Framework

Unit No.	Unit Name	PO1	PO2	PO3	QA	WO	TL
Core							
Core 100	Relay & respond to information	x	x	x	x	x	x
Core 102	Clean plant & equipment	x	x	x	x	x	x
OH&S 100	Follow OH&S policies/procedures	x	x	x	x	x	x
Ops 101	Make measurements	x	x	x	x	x	x
Environ 100	Identify & minimise Env hazards	x	x	x	x	x	x
Operations							
Ops 100	Apply procedures to equipment operation	x	x	x	x	x	x
Ops 200	Operate a unit of equipment	-	-	x	-	x	x
Ops 201	Operate equipment to blend materials	-	-	x	-		x
Ops 202	Operate grinding equipment	-	-	-	-		x
Ops 203	Prepare for production	-	-	-	-		x
Ops 302	Modify operations for external change	-	-	-	-		x
Support							
Sup 100	Shift materials safely	x	x	x	x	x	x
Sup 101	Pack finished products	x	x	x	x	x	x
Sup 102	Store materials for production	-	-	x	-	x	x
Sup 110	Organise self	x	x	x	x	x	x
Sup 111	Work in a team	x	x	x	x	x	x
Sup 200	Move materials	x	x	x	x	x	x
Sup 201	Operate bulk materials handling equipment	-	-	x	-	-	x
Sup 210	Manage conflict at work	x	x	x	x	x	x
Sup 211	Deliver customer service	x	x	x	x	x	x

Unit No.	Unit Name	PO1	PO2	PO3	QA	WO	TL
Sup 212	Use computers & related programs in the workplace	-	-	-	-	x	x
Sup 220	Monitor and maintain quality	-	-	x	x	x	x
Sup 230	Undertake minor maintenance	-	-	-	-	x	x
Sup 310	Oversee team performance	-	-	-	-	-	x
Sup 311	Contribute to development of plant documentation	-	-	-	-	x	x
Sup 320	Solve problems using "quality tools"	-	-	-	x	-	x
Sup 420	Develop and monitor quality systems	-	-	-	x	-	-
OHS 200	Implement & monitor OH&S policies and procedures	-	-	-	-	x	x
Env 200	Monitor & control environmental hazards	-	-	-	-	x	x
Test 300	Obtain a range of representative samples	-	-	-	x	-	-
Test 301	Perform straightforward tests using SOPs	-	-	-	x	-	-
Test 302	Operate laboratory equipment and instruments	-	-	-	x	-	-

Legend:

- PO1 – Production Operator Level 1
- PO2 – Production Operator Level 2
- PO3 – Production Operator Level 3
- QA – Quality Assurance Operator
- WO – Warehouse Operator Level 1 & 2
- TL – Team Leader

Maintenance Fitter	
Unit No.	Unit Name
Foundation Competencies	
1.1F	Undertake interactive workplace communication
1.2F	Apply principals of OH & S in work environment
1.3F	Apply quality procedures
1.4F	Plan to undertake a routine task
Core Band 1	
2.1C12	Quality- Apply quality systems
2.2C11	Communication- Organise and analyse information
2.3C11	Work Organisation- Operate in a work-based environment
2.4C11	Training- Assist in the provision of on-the-job training
2.5C11	Measurement- Measure with graduated devices 2
2.7C10	Computations- Perform Computations- basic
2.9C10	Computations- Perform computations
2.6C10	Computer Applications- Perform computer operations
Material Handling	
11.10A	Plan a complete activity
11.11A	Operate mobile load shifting equipment
Measurement	
12.3A	Manual handling
Fabrication	
5.5A	Precision mechanical measurement
5.7A	Carry out mechanical cutting
5.15A	Manual heating, thermal cutting and gouging
5.17A	Weld using gas metal arc welding (GMAW) process

Unit No.	Unit Name
Machining	
7.5A	Perform general machining
OH & S	
13.1A	Perform emergency first aid
Machining	
7.5A	Perform general machining
OH & S	
13.1A	Perform emergency first aid
Drawing and Design	
9.1A	Draw and interpret sketch
9.2A	Interpret technical drawing
Mechanical	
18.1A	Use hand tools
18.2A	Use power tools/hand held operation
18.3A	Use tools for precision work
18.4A	Maintain and overhaul mechanical equipment
18.5A	Bearings-fault diagnosis installation and removal
18.55A	Dismantle/replace and assemble engineering components 3
18.7A	Maintain and repair mechanical drives and mechanical transmission assemblies
18.9A	Levelling & alignment of machines and engineering components
18.12A	Mechanical seals- installing and removal
18.13A	Gland packing
Electrical	
18.11A	Isolate/shutdown machines/equipment
Fluid Power	
18.18A	Maintain pneumatic systems components



3.4 Wage Rates & Allowances

Classification	Hour Rate Year One	Hourly Rate Year 2
	1 April 2001	1 April 2002 (5%)
Team Leader (TL)	\$19.42/hr	\$20.29/hr
Production Operator Level 3 (PO3)	\$16.27/hr	\$17.08/hr
Production Operator Level 2 (PO2)	\$13.74/hr	\$14.43/hr
Production Operator Level 1 (PO1)	\$13.29/hr	\$13.95/hr
Quality Assurance Operator (QA)	\$15.30/hr	\$16.07/hr
Warehouse Operator Level 2 (WO2)	\$16.31/hr	\$17.13/hr
Warehouse Operator Level 1 (WO1)	\$15.28/hr	\$16.04/hr
Maintenance Fitter	\$18.96/hr	\$19.91/hr
Sterilising Operator	\$19.24/hr	\$20.20/hr
Sterilising Storeperson	\$17.63/hr	\$18.51/hr

Allowances

First Aid Allowance	\$1.60 / shift
Industry Allowance	\$34.23/ week
Shift Allowances	
(a) Rotating Day, Afternoon & Night Shift	\$10.80 /Shift
(b) Permanent Afternoon Shift	\$13.50 / Shift
(c) Permanent Night Shift	\$16.20 / Shift
Meal Allowance	\$9.00 per incident

3.5 Future Wages Increases and Payment

There will be no further claims during the term of this Agreement. There will be no flow on of wages outcomes arising from National and State Wage Cases during the life of this Agreement.

The Company will transfer employees' pay via electronic funds transfer into their nominated bank accounts. The normal pay period is two weeks on a fortnightly basis in arrears on the Wednesday following each fortnight end.

The parties agree that employees shall be paid at overtime rates for all waiting time if wages are not deposited into their nominated financial institution by 12.15pm on the Wednesday of the pay week; except delays beyond the Company's control. In such instances the Company will endeavour to provide an alternative method of payment promptly.

3.6 Allowances

3.6.1 Introduction

In order to provide an effective labour cost allocation across all shifts and products, the parties agree to the separation of all allowances from the hourly wage rate.

The underlying principle is that allowances are calculated only during periods of paid work and not during periods of leave.

3.6.2 First Aid Allowance

A recognised basic life support certificate is a competency required for the following classifications:

- Team Leader
- Production Operator Level 3
- Quality Assurance Operator
- Maintenance Fitter

This competency will be obtained within 6 months of commencement of employment or position.

The allowance of \$1.60 per shift is only payable during periods where the currency of the qualification is maintained.

The Company will pay for training costs incurred in obtaining and maintaining the above competency.

3.6.3 Industry Allowance

An employee will be paid an allowance of \$34.23 a week to compensate for the disabilities associated with working in the Industry. This additional rate will not be regarded as part of the wage rate.

3.6.4 Shift Allowance

The following shift allowances will apply:

- Rotating Day, Afternoon & Night Shift - \$10.80 per shift.
- Permanent Afternoon Shift - \$13.50 per shift.
- Permanent Night Shift - \$16.20 per shift.



3.6.5 Meal Allowance

An employee will be entitled for a meal allowance of \$9.00, payable after the employee has had to work 2 hours or more before & after their normal shift has been completed and was not given notice the previous day of such overtime. If notice occurs the day before, no meal allowance will be paid.

3.7 Higher Duties Payment

- a. 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.
- b. For periods of less than four (4) hours; the higher duties payment will not be paid and will be considered as career development.
- c. For periods of four (4) hours or more; a higher duties payment 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.

3.8 Leave Loading

Employees will be paid 17 1/2% annual leave loading when annual leave is taken.



3.9 Superannuation

- Superannuation is dealt with extensively by legislation. This legislation, as varied from time to time, governs the superannuation rights and obligations of the Parties. Currently, the Company's Superannuation Scheme is Normandy Mining Limited Wages Superannuation Fund.
- The Company will contribute the Superannuation Guarantee Charge (SGC).
- In addition employees can make their own additional contributions.
- Employee contributions will be in accordance with the minimum specified in the SGC and subject to that legislation, be fully vested in each employees name and be subject to the preservation and portability requirements of the Australian Government Occupational Superannuation guidelines.
- The Company will ensure that Company and employee contributions are paid by the 28th day of each month.
- The fund for all new employees may be changed to the Unimin Australia Staff Superannuation Fund during the life of this Agreement.

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PART 4 - HOURS OF WORK

4.1 Operational Efficiency

The parties shall endeavour to provide operational flexibility in relation to the working of hours.

Any changes shall occur after consultation and agreement between the Manager and the employees affected. Such operational flexibility shall enable the efficient performance of work within the company, provided that neither party shall unreasonably withhold consent to a proposal that seeks to provide operational flexibility in the working of hours.

4.2 Ordinary Hours of Work – Day Work

The ordinary hours of work will be based on an average of 38 hours per week.

The lunchtime or equivalent meal break will be of 20 minutes duration and paid.

The ordinary hours of work will be worked at the discretion of the employer after consultation with employees, between the hours of 6.00 a.m. and 6.00 p.m., Monday to Friday, and may be varied by further agreement.

The maximum ordinary hours per 28 consecutive day cycle will be 152 hours.

An employee will be required, within the spread of ordinary hours contained in 4.3.2, to work at least eight hours before any claim for overtime arises.

4.3 Shift Work

4.3.1 Requirements

All employees are engaged on the basis that they may be required to work shifts as required by the Company as outlined in this Agreement.

4.3.2 Shift Arrangements

- Day Shift – The hours of work will be from 6am to 2pm Monday to Friday.
- Afternoon Shift - The hours of work will be from 2pm to 10pm Monday to Friday.
- Night Shift - The hours of work will be from 10pm to 6am Sunday to Thursday.

The Company reserves the right to change the shift time due to work considerations and market forces. Such changes may be varied by further agreement.



4.4 Rostered Days Off (RDO)

The ordinary hours of work will be arranged so as to provide a rostered day off over an agreed cycle and in such a way as to avoid a site shutdown.

An employee may elect, with the consent of the employer, to take a rostered day off at any time.

An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

By agreement between an employee and the Company up to five RDO's may be accumulated and taken at a later date by mutual consent.

Furthermore up to two accumulated RDO's may be taken for pressing personal reasons, provided that an employee notify the employer as early as practicable of the requirement to take such leave.

4.5 Crib Break and Washing Time

Crib breaks of ten minutes and twenty minutes shall be allowed to employees each day without loss of pay in lieu of clause 3 Recognised Meal Break of the Parent Award.

Employees shall be allowed five minutes wash up time immediately prior to the Crib Break.

Fifteen minutes before ceasing time each day shall be allowed for employees to wash.

The Company will apply the staggering of meal breaks to ensure no loss of production. Employees will co-operate to ensure this occurs.

4.6 Overtime

4.6.1 Requirement to Work Reasonable Overtime

The Company may require any employee to work reasonable overtime at appropriate overtime rates and any employee will work overtime in accordance with such requirement.

4.6.2 Overtime Opportunities

Overtime opportunities will be given firstly to Company full time, then part time and casual employees, followed by contract labour.

Opportunities will be made to other shift's employees if required as long as it does not discriminate or disadvantage either party.



4.6.3 Overtime Rates

The following overtime rates will apply:

- Monday to Saturday – the first 3 hours at time and one half, further hours at double time.
- Sunday – double time for all hours worked.
- Public Holidays – time and one half for all hours worked.

4.6.4 Time Off in Lieu of Overtime

In lieu of payment for overtime, the parties agree that an employee may elect to accrue up to 8 hours of overtime to be taken as time off work at a time that is mutually agreed between the parties.

Time taken off under this arrangement is to be on the basis of time off at the appropriate overtime rate to a maximum of 4 hours on any one occasion.

Overtime accrued under this arrangement and not taken within 3 months of accrual shall be paid out to the employee at the appropriate rate on the next pay day immediately following.

4.7 Makeup Time

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 award, at the ordinary rate of pay.

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 ordinary rate of pay which would have been applicable to the hours taken off, excluding any shift penalty rates.

4.8 Company/Plant Close Down Periods

The Company agrees to provide each employee, one month in advance, of any close down period with a written notification stating the period of close down, the number of leave days for which payment will be made, the number of public holidays occurring during the close down period. A statement of monies to be paid to each employee and the date of return to work will be provided 2 weeks prior to the closure.



4.9 Union And Non-Union Meetings

Subject to approval of the employer, employees will be allowed up to 60 minutes with out loss of pay for the purpose of attending meetings arranged by union and non-union representatives. Employees will be paid for meeting at ordinary rates without any penalty rates incurred by the Company for the period determined above.

Provided that adequate notice of the intention to hold the meeting shall be provided to the Company, and provided further that approval of the Company will not be unreasonably withheld.

Minimum coverage will be provided throughout all meetings for yard duty to cover loading and unloading of trucks and tankers. Where reasonably possible, the Company will plan to reduce movements in the yard during this period.



PART 5 - STATUTORY HOLIDAYS AND LEAVE

5.1 Public Holidays

An employee will be entitled, without deduction of pay, to Public Holidays as listed below.

New Years Day;

Australia Day;

Union Picnic Day;

Good Friday;

Easter Saturday;

Easter Monday;

Anzac Day;

Queen's Birthday;

Labour Day;

Christmas Day;

Boxing Day;

and any other Public Holidays as prescribed by the statutes of New South Wales

5.2 Annual Leave

- Annual leave will be accrued from an employee's commencement date on a pro rata basis and is subject to the normal conditions of application and approval. Annual leave must be used within twelve months of falling due, unless by agreement.
 - If an employee is sick during annual leave, subject to the supply of medical documentation to support this claim and availability of appropriate unused sick leave, an employee will be credited annual leave for the time lost due to illness which will be accounted against sick leave entitlement.
 - Four weeks' notice will be required from the Company or the employee concerned before being allocated or being required to proceed on annual leave. This period may be varied by mutual agreement. Once the time of annual leave has been fixed, it will not be altered or amended except by agreement between the Company and the employee.
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5.3 Sick Leave

5.3.1 Reduction of Absenteeism

It is acknowledged by the parties to this Agreement that absenteeism is an ongoing problem. It is agreed that every effort will be made by all parties to this Agreement to see the incidence of absenteeism reduced.

As part of these efforts the Company shall endeavour to create and maintain a fulfilling work environment which shall contribute to an employee's motivation for regular attendance at work.

5.3.2 Definition

Sick leave is leave to which an employee other than a casual is entitled without loss of pay because of the employee's personal illness or injury.

5.3.3 Entitlement

The amount of sick leave an employee may take as sick leave depends on how long the employee has worked for the employer and accrues as follows:

Length of time worked for employer (hours)	Rate of accrual of paid sick leave
After 3 months	38 hours
After 12 months	76 hours
Each year thereafter	76 hours

5.3.4 Employee Must Give Notice

- a) An employee must notify the Company no later than one hour after start of shift, unless the employee has good reason for not doing so.
- b) The notice must include:
 - The nature of the injury or illness (if known); and
 - How long the employee expects to be away from work

5.3.5 Evidence Supporting Claim

Beyond the first 2 single days of sick leave the employee must establish by production of medical certificate or statutory declaration that the employee was unable to work because of injury or personal illness.

5.3.6 *The Effect of Workers' Compensation*

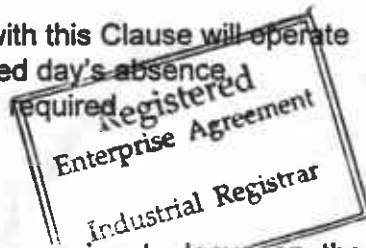
If an employee is receiving workers' compensation payment, sick leave entitlements will not be used.

5.4 *Abandonment of Employment*

An employee who is absent from work for a continuous period of three working days without notification to the Company shall be deemed to have abandoned employment.

The Company will take all reasonable steps to investigate the unexplained absence before advising an employee their employment is terminated.

Termination of employment by abandonment in accordance with this Clause will operate as from the date of last attendance at work or the last approved day's absence, whichever is the later; and no payment in lieu of notice will be required.



5.5 *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.

5.6 *Maternity Leave*

Maternity leave is unpaid leave and will be in accordance with the current and relevant legislation at the time of taking such leave.

5.7 *Jury Service*

An employee shall notify the Company as soon as possible of the date/s they are required for jury service.

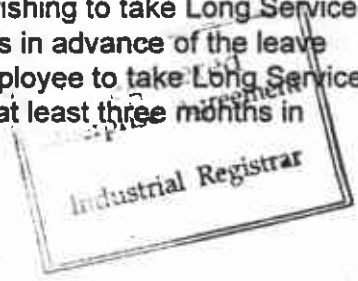
An employee shall furnish written proof of their attendance for jury service, the duration of service and total payments made as a result of attending jury service.

Ordinary salary will continue to be paid as normal during jury service and, upon return to work, the employee must reimburse the Company the amount paid by the Courts for participating in jury service.

5.8 Long Service Leave

The Company will accrue Long Service Leave entitlements for employees in accordance with the relevant legislation in New South Wales.

The Company requires that Long Service Leave entitlements are taken within twelve (12) months of falling due or varied by agreement. Employees wishing to take Long Service Leave will apply in writing for that leave at least three months in advance of the leave commencing. Similarly, should the Company require an employee to take Long Service Leave that has accrued, it will supply such advice in writing at least three months in advance.



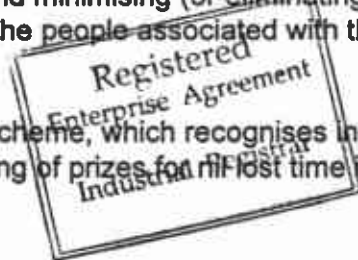
5.9 Parental Leave

The Company will provide Parental Leave entitlements for employees in accordance with the relevant legislation in New South Wales.

PART 6 - OCCUPATIONAL HEALTH AND SAFETY

6.1 Introduction

- (1) The parties commit to implementation of the Unimin Australia Limited Occupational Health and Safety Policy, together with all statutory requirements following consultation and agreement through Occupational Health and Safety Committee, relating to Occupational Health and Safety issues.
- (2) All employees agree that adherence to the Company's Occupational Health and Safety Policy and statutory requirements shall be a condition of employment. As an example, this policy includes requirements for the wearing of safety equipment and prohibition on drugs and alcohol in the workplace and non-smoking policy. Failure to comply with any aspect of the Occupational Health and Safety Policy or statutory requirements may lead to disciplinary action and/or dismissal.
- (3) All employees shall be committed to identifying and minimising (or eliminating where possible) occupational health and safety risks to the people associated with the business.
- (4) The Parties have established a safety incentive scheme, which recognises individual and team safety performance through the awarding of prizes for first time injuries over the course of the competition.



6.2 Employee Health Surveillance Program

6.2.1 Aim

- (1) To ensure that potential new employees are passed "fit for duty" prior to employment offers.
- (2) 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.
- (3) To ensure that regulatory and legal obligations are maintained between the employee and Company.

The cost of the employee medical examinations (PME, RME, RAME & EME) 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 signed Statutory Declaration confirm time taken, place of examination plus doctors certificate if applicable. The Company shall pay hours worked for any RME.

6.2.2 Pre-placement Medical Examinations (PME)

A premedical examination must be undertaken prior to offering any prospective new employee a job. The objective is to ensure that any prospective new permanent or casual employee is fit for duty and that they do not have any pre existing medical condition that may adversely effect an employees ability to undertake the tasks that they are employed for.

6.2.3 Routine Medical Examinations (RME)

All employees (permanent & casual) with a minimum of 3 years service, who are exposed to respirable free crystalline silica, ethylene oxide, methyl bromide shall have a routine medical examination at least every three years. The RME will include as a minimum: -

- a) Spirometry (Breathing)
- b) Blood Tests [Custom Sterilising only]
- c) Urinalysis
- d) Chest X-Rays
- e) Audiometry (Hearing)



6.2.4 Random Medical Examinations (RAME)

All employees (permanent, casual and contract) may at the company's direction undergo RAME. These examinations can include those examinations defined in RME guidelines, but also extended to include drugs and alcohol.

6.2.5 Exit Medical Examinations (EME)

All employees (permanent & casual) with a minimum of three years service, who have been exposed to respirable free crystalline silica, ethylene oxide, methyl bromide shall have a EME. An EME is not required if an employee departs less than 12 months after the RME.

6.2.6 Reporting of Medical Examinations

The results of the RME & RAME, 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 with normal limits and not subject to any recommended work restrictions), a statement must be issued to the Company by the Medical Practitioner to that effect.

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

Any follow up (e.g. further investigation by a medical specialist, revised job task) of anyone with problems of abnormal results, will be agreed in advance between the company and the individual concerned.

6.2.7 Retention of Results

The Medical practitioner will retain examination records. The Company will treat all examinations as confidential and append to the personnel file of the individual. Records will be retained during the period of employment and at least for twenty (20) years after employment ceases.

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



6.3 Drugs and Alcohol in the Workplace

The Company is committed to providing a safe work environment for all employees. The Company is responsible under various OHS legislative for providing a working environment that is safe and which minimise risk to the health and safety. All employees have a responsibility to co-operate with the company to maintain a safe working environment.

The Company identifies the use of drugs and alcohol in the workplace as a major occupational health and safety risk factor. To this end, any employee found in possession of, consuming or affected by alcohol or illicit drugs on company operating plant premises during working hours will be subject to Disciplinary Procedures and may include Summary Dismissal.

If however, any employee believes that they have a dependency problem and wish assistance form the company to resolve the problem, they should approach the site superintendent who will then advise management. The employee will then have to undergo counselling/rehabilitation and not be under the influence of drugs or alcohol in the workplace in the future.

Under such approaches made by an employee would be strictly confidential and treated on its merits.

6.4 Smoking in the Workplace

The parties to this Agreement acknowledge that smoking at work is an issue which affects company productivity, as well as giving rise to health implications especially in an environment which is potentially dusty.

The parties therefore agree to the immediate implementation of the following measures to minimise the incidence of smoking at work.

- a) Smoking is only permitted in recognised breaks and defined area(s), as defined by local management.
- b) Smoking is banned in all work buildings and vehicles.
- c) Disciplinary breaches of this clause shall apply.

6.5 Protective Workwear and Apparatus

6.5.1 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, safety helmets, boots, goggles, gloves, respirators, radio's and aprons and employees shall use such equipment when working tasks for which the equipment is issued.

Where necessary, suitable waterproof clothing, including gumboots and suitable protective wind jacket shall be provided free of charge by the Company for the use of the employees.

All apparatus & 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 & apparatus (except clothes & boots) if the employee fails to return them.

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



6.5.2 Issue of Protective Workwear and Apparatus

The Company shall also supply all permanent and casual employees (excluding contractors) the following uniforms: -

Description	Summer Issue	Winter Issue	Non Seasonal
Trousers/Shorts/Overalls	2	2	1
Shirts	2	2	1
Wind Jacket		1	
Jumper		2	
Head protection (Cap/Hat/Safety Helmet)			As Required
Boots*	1		1 on Request
<p>Notes:</p> <p>a) The 2nd pair of Boots* will be issued after the damaged pair is sighted.</p> <p>b) The Summer Issue will occur in October, with Winter issue to occur in April of each calendar year.</p>			

6.5.3 Replacement

Request for replacement of damaged or defective clothing prior to re-issue will only be approved upon return of the items to be replaced.

6.5.4 Special Protective Workwear

Where personalised special protective workwear is required, such as prescription boots and glasses, replacement items must be approved by the company. Where glasses are replaced, these shall be approved prescription safety glass. Where the company has provided such items and the employee does not use them and damages their own personal items, the company shall not be liable for the replacement of the employee's personal items.

6.6 Safety Incentive Scheme

The parties have established a safety incentive scheme which recognises individual and team safety performance through the awarding of prizes for nil lost time injuries over the course of the competition, (eg. jackets, pens, plaques etc). The details have been established through the consultative mechanisms and details are to be found in Appendix 1.

PART 7 - BEST PRACTICE STRATEGIES

7.1 Consultative Committee

The parties agree that the effective operation of this Agreement is dependent on the establishment of a Consultative Committee within the workplace.

7.1.1 The Role of the Consultative Committee

The role of the Consultative Committee shall be:

- To monitor the ongoing application of the Agreement to ensure its effective operation.
- To develop and monitor Key Performance Indicators (KPI's) that adequately reflect a proper measure of site productive performance.
- To implement competency standards as outlined in clause 3.2.
- To hear and acknowledge reports and ideas generated by employees and employer representatives on a range of issues.
- To provide a forum for information flow between the employer and employees.
- Decisions shall be by consensus and will operate as recommendations for review by Senior Management and all employees.
- A Notice board of suitable dimensions shall be provided by the Company for the purpose of displaying union notices and notices from the Consultative Committee.



7.2 Joint Commitment

- It is the joint commitment of the parties to work together to make operations in Granville highly competitive, excelling in occupational health and safety awareness, productivity, quality and environmental responsibility through flexibility, communication and commitment to continuous improvement.
- The joint intention is to create an environment that will encourage and support a highly skilled and committed workforce where participation and development of employees will be a priority for the betterment of the individual and the business.
- Work will be organised to maximise the flexibility of the workforce and enable employees to work to the limits of their skills and capabilities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained.
- It is agreed that employees will be pro active in managing their punctuality and be changed and ready to start at their workstation on time.

- The parties are committed to continuous improvement in occupational health and safety standards through the implementation of an organisational framework within the workplace which involves all parties in protecting employee's health and safety. At all workplaces covered by this Agreement, the parties are committed to implementing the best achievable levels of health and safety. The parties shall institute procedures for collecting information on the nature of hazards and incidence of injuries.

7.3 Training

The parties agree that the major purpose of training and skill development is to provide the mechanism and opportunities whereby employees can develop a broad range of skills and competencies in performing work in a more varied, efficient, interesting and responsible environment.



It is recognised by the parties that in order to increase the efficiency, productivity and competitiveness of the business, a greater commitment to flexible team-based job models, to training and to skill development is required. The commitment is to:

- Developing a more highly skilled and flexible workforce.
- Providing employees with appropriate opportunities for career development through training to acquire additional skills.
- Removing barriers to the utilisation of skills acquired.

This Agreement specifically recognises that multi-skilling is a job requirement and that employees will perform any tasks required of them to the limits of their skill, competency and training.

Employees shall perform work which is incidental or peripheral to their main tasks or functions and is within the scope of their skills and competence.

It is the Company's intent to have at least one employee trained as a back-up employee for every available position on each shift.

Payment of higher duties is outlined in Clause 3.7.

This clause shall not be used to promote deskilling.

Improved skills and competencies will in turn create a responsible environment in performing more varied activities with greater efficiency and interest. Accordingly, the parties commit themselves to the following: -

- Utilise the Nationally Endorsed Competency Standards outlined in 3.2 as the basis of identifying competency skill gaps and the required training.
 - Training and development programs and courses are designed to deliver the required competencies to ensure that assessment processes measure an employee's competency against prescribed standards of performance as set out by the Company.
-

- Provide employees with career opportunities through appropriate education, training and development to acquire new and additional skills.
- Ensure that all employees have reasonable and fair access to training.

Training will be conducted within working hours without the deduction of pay or payment of overtime.

Should an employee fail to attend a training course without prior warning, the employee will be liable for 50% of the cost of course. This liability does not apply if the employee is eligible for approved leave.

7.4 Introduction of New Technology

The parties agree to co-operate positively with the introduction of new technology over the life of this Agreement.



7.5 Key Performance Indicators

The parties to this Agreement have agreed to develop a set of Key Performance Indicators (KPI's) which reflect the total capabilities of the site.

The Consultative Committee will develop a draft set of KPI's within 4 months of the commencement of this Agreement.

The agreed KPI's and targets will be monitored and reviewed monthly by the Consultative Committee during the life of this Agreement.

Attachment 1 Safety Incentive Scheme

In accordance with your Enterprise Agreement the following Safety Incentive Scheme will be introduced.

The purpose of this scheme is to provide a positive reminder of our Safety Target of **NIL ACCIDENTS** and to reward all eligible members of the factory crew if this can be achieved.

The rules of the scheme are detailed below: -

1. The Safety Incentive Scheme will be in the form of a series of numbered competitions which will last for a 6 month period commencing on **2001**.
2. Each competition will have a list of **Eligible Members (EMs)** whose names will be published.
3. EMs are fortnightly paid full time employees with at least 6 month's service.
4. Each competition has only two possible outcomes i.e.

SUCCESS or FAILURE.

5. To **SUCCEED** every EM must have **ZERO** Lost Time Injuries (LTIs) in the 6 month period of the competition. If you have a Lost Time Injury you will cause the competition to **FAIL**. You therefore have an obligation to **THINK** carefully at all times about your personal safety and to remind other EMs of their obligation to the success of the competition.
6. Rewards for **SUCCESS** are as follows:-

For any single competition you may nominate a prize worth up to \$250 from the following

categories -

- Food
- Clothing
- Family entertainment
- Tools
- Appliances
- Travel
- Sports equipment
- Health Club membership.

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

7. Instead of the above you may elect to aim for a \$600 prize which is awarded to Eligible Members (EMs) of two consecutive successful Competitions.

Should the second competition fail then you will still be entitled to your \$250 prize arising from the first Competition.

8. For the purpose of this scheme a Lost Time Injury is any injury incurred by an employee at work which results in the employee being absent from work for one or more complete shifts, or unable to perform normal duties for one or more complete shifts.

9. Eligible Members (EMs) for Competition No.8 are listed on the front page.

Please complete the form below and return.



↑ Cut Here ↑

SAFETY INCENTIVE SCHEME

I, (Name) _____, as an eligible member:-

Agree

Do not agree

to join up to Safety Incentive Scheme and understand the conditions as set out above.

SAFETY INCENTIVE SCHEME PRIZE

I would like:-

To have my prize paid out in the form of _____

To not have my prize paid out but try to aim for \$600 as

Signature:

Date: