

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/243**

**TITLE: Unimin Australia Limited (Newcastle Operations) Enterprise Bargaining Agreement 2001**

**I.R.C. NO:** IRC01/4283

**DATE APPROVED/COMMENCEMENT:** 17 July 2001/14 November 2001

**TERM:** 24 Months

**NEW AGREEMENT OR  
VARIATION:** New Replaces EA99/297

**GAZETTAL REFERENCE:** 31 August 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 18

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees employed in or in connection with the milling, crushing, mechanical traction operators, grinding and pulverising of rocks, earth's and clays at the Unimin Australia Limited Enterprise at Newcastle

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





**UNIMIN AUSTRALIA LIMITED  
(NEWCASTLE OPERATIONS)  
ENTERPRISE BARGAINING AGREEMENT 2001**

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## 2 – TITLE

This Agreement, made in pursuance of the NSW *Industrial Relations Act 1996*, shall be known as the "Unimin Australia Limited (Newcastle Operations) Enterprise Bargaining Agreement 2001".



## 3 – PARTIES

The parties to this Agreement are Unimin Australia Limited ("the Company") of Old Maitland Road, Sandgate and the Australian Workers Union, NSW Branch ("the Union"). It shall be binding upon Unimin Australia Limited and their employees at Sandgate employed in the following occupations: millhand, crusher hand, mechanical traction operators, tradesperson and all other employees involved in the milling, grinding pulverising of rocks, earths and clays.

## 4 – RELATIONSHIP TO AWARD

This Agreement totally replaces the Commercial Minerals (Newcastle Operations) Agreement 1999. This Agreement will apply to employment in respect to all classifications described in Clause 7.

For the purposes of the No Disadvantage Test the parties agree that the Rock and Ore Milling and Refining (State) Consolidated Award will apply.

## 5 – CONTRACT OF EMPLOYMENT

- (i) Employees other than casuals, shall be employed by the week and their engagement shall only be terminated by a weeks notice on either side to be given at any time during the week or by payment or forfeiture as the case may be, of a weeks 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 Act 1983 (N.S.W).

## 6 – WAGES

(i) Weekly wages payable from 14 January 2001.

Trainee Operator (Level 1)	\$609.19
Operator (Level 2)	\$616.33
Senior Operator (Level 3)	\$667.70
Plant Controller	\$745.46
Engineering Tradesperson (Level 1)	\$718.75
Engineering Tradesperson (Level 2)	\$754.69

(ii) Weekly wages payable from 14 January 2002

Trainee Operator (Level 1)	\$633.56
Operator (Level 2)	\$640.98
Senior Operator (Level 3)	\$694.41
Plant Controller (Level 4)	\$775.28
Engineering Tradesperson (Level 1)	\$745.64
Engineering Tradesperson (Level 2)	\$784.88



## 7 – CLASSIFICATION STRUCTURE

### LEVEL 1 – TRAINEE OPERATOR

A Trainee is a new employee with no previous Rock and Ore Milling Industry experience. 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

### 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
- Responsibility for:
  - Employees of the shift
  - Production output
  - Quality of product
- In the absence of the Plant Controller Sandgate the Senior Operator 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 4 – PLANT CONTROLLER

The Plant controller Sandgate has responsibility and authority to perform the following:

#### **General Duties**

- The day to day operation of the Sandgate Production Plant in a safe and efficient manner.
- Collation and distribution of information from the daily shift sheets in the form of daily production, maintenance, accident, absentee and pollution reports.
- The compilation of the 24 hour shift production sheets.
- Time sheets for the personnel under their authority.
- Shift and overtime rostering.
- Production programming, in conjunction with the Sales Co-ordinator, to meet customer and stock requirement.
- Liaise with maintenance staff to ensure running of all plants.

#### **Quality Control Duties**

- Deliver all production samples to laboratory and batch the samples as per the test schedule.
- Perform checks on product sizing as required.
- Liaise with Laboratory staff to ensure product is meeting Quality Control requirements.
- When non-conforming product is found must inform Forklift operator and personally supervise the isolation and labelling of said product.
- Responsible for fixing "issued QC labels".
- Check the bag weights of material being produced at least once a day.

### LEVEL 1 – ENGINEERING TRADESPERSON

Completed a relevant Engineering Trade Certificate equivalent to C10 of the National Metal Industry Award.

## 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.

### 8 – HOURS

#### Day Workers

- (a) the ordinary working hours shall average 38 hours per week and be between 6.00am and 6.00pm Monday to Friday. Ordinary hours worked may be increased by agreement between the Company and the majority of employees concerned from eight (8) hours up to ten hours (10) per day. Ordinary hours are to be paid at single time.
- (b) The methods of implementation of a 38 hour week referred to in paragraph (a) above shall be any one of the following:
- (1) by employees working less than eight ordinary hours per day, or
  - (2) by employees working less than eight ordinary hours on one or more days each week, or
  - (3) by fixing one day on which all employees will be off during a particular work cycle, or
  - (4) by rostering employees on various days of the week during a particular work cycle,
- (c) Provided that except as otherwise provided herein, not less than seven (7) days notice shall be given to weekly employees of rostered day off.
- (d) 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.

#### (i) Shift Workers

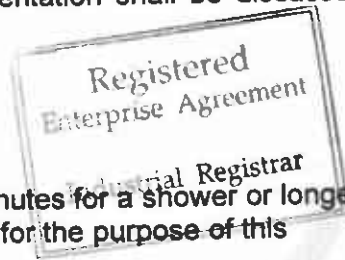
- (a) The average ordinary working hours of shift workers shall be fixed by mutual agreement between the Company and the employees but shall not exceed 38 hours per week or 76 hours in 14 consecutive days or 114 in 21 consecutive days or 152 in 28 consecutive days.
- (b) Shifts shall be rostered so as to provide for a weekly change of shifts.
- (c) Shift workers shall be allowed 20 minutes per shift crib time which shall be counted as time worked.

(ii) Method of Implementation

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

**9 – SHOWER TIME**

At the end of each shift, employees shall be given ten minutes for a shower or longer if required by agreement and such time shall be deemed for the purpose of this clause to be time worked.



**10 – MEAL AND TEA BREAKS**

- (i) A break of ten minutes at a time decided by the Company shall be allowed in the first part of each shift as a "smoko", provided that the taking of such a "smoko" shall not mean a complete cessation of work.
- (ii) A day work employee shall not work for a longer period than five hours without a break not exceeding one hour for lunch. A shift worker shall not work for a longer period than five hours without a crib break. Any employee called upon to work during their recognised lunch or crib break shall be paid at overtime rates until such meal or crib break is granted.

**11 – OVERTIME**

- (i) All time worked in excess of 38 hours per week shall be overtime and shall be paid at the rate of double time.
- (ii) Where an employee is called upon to work overtime for more than four hours after their ordinary ceasing time, they shall be paid the sum of \$20.00 as meal money in addition to this overtime payment. This provision shall not apply when the employee has been notified the day before of the need to work overtime.
- (iii) An employee after completion of overtime work (except for meal breaks) after their usual ceasing time shall, provided they would ordinarily be required to take up duty at the time fixed for the commencement of the next ordinary days work, be entitled to be absent until they have had ten consecutive hours off duty without deduction of pay. If, on the instruction of the Company, any employee resumes work without having had ten hours off duty, they shall be paid at double time rates until relieved from duty to take rest period and they shall then be entitled to be absent until they have had ten consecutive hours off duty, without deduction of pay.



## 12 – RECALL TO WORK

Any employee after leaving the employers premises and being recalled to work, shall be paid a minimum of four hours at overtime rates for each time they are so recalled.

## 13 – SATURDAY, SUNDAY & HOLIDAY RATES

All time worked on Saturday shall be paid for at the rate of double time. All time worked on Sunday shall be paid at the rate of double time. For all time worked on any of the Holidays prescribed in Clause 13 – Public Holidays hereof, triple time shall be paid with a minimum of four hours pay.

## 14 – PUBLIC HOLIDAYS

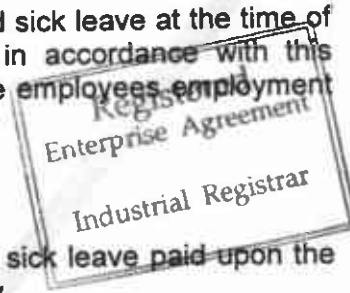
The days on which New Years Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Labour Day, or any other day proclaimed in lieu thereof, other days which may be proclaimed as public holidays for the State of New South Wales and observed in the locality of the enterprise and Union Picnic Day which shall be the first Monday in December each year, shall be a holiday and no deduction in respect of such holiday shall be made from the wages due to an employee for the week which such holiday or holidays occur.

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

## 15 – SICK LEAVE

- (i) If, following three months continuous service with the Company, an employee is unable to attend for duty during their ordinary working hours by reason of personal illness or personal incapacity not due to their own serious and willful 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) The employee shall, as soon as possible and within 24 hours, notify the Company of their inability to attend for duty, and as far as possible state the nature of their illness or incapacity and the estimated duration.
  - (b) The employee shall prove to the satisfaction of the Company 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.

- (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 given the following option of:
- (a) Having their existing accumulated sick leave to 30 June 1999 paid out to them in the form of cash and/or into Superannuation provided that they retain 10 days sick leave to be taken in accordance with subclause (I) of this clause. Any accumulated sick leave at the time of termination not paid out to the employee in accordance with this option shall be paid out on termination of the employees employment with the Company;
- OR**
- (b) Be entitled to payment of their accumulated sick leave paid upon the termination of employment with the Company.
- (iii) All new employees engaged on or after 1 July 1999 shall not have access to subclause (ii) of this clause.



#### **16 – ANNUAL LEAVE**

See Annual Holidays Act, 1944 as amended.

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

#### **17 – LONG SERVICE LEAVE**

See the Long Service Leave Act 1955, as amended.

#### **18 – COMPASSIONATE LEAVE**

An employee after one months continuous employment with the Company shall, on the death in Australia of a near relative, be granted on full pay a period of leave required by the employee not exceeding three days on any one occasion.

For the purpose of this clause, a near relative means the father, mother, wife, brother, sister, sons or daughters, mother-in-law or father-in-law and 'De Facto Spouse' or other relative by agreement.

## 19 – CHANGE & MEAL ROOM

The Company shall provide a change and meal room furnished with lockable lockers, one for each employee, suitable stove for heating meals, and tables and seats for use by employees, free of charge. Such room shall be used exclusively as a change and meal room. Boiling water shall be provided free of charge and shall be available to employees at the commencement of meal breaks.

## 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 and 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.
- (iii) The Company shall also supply two sets each Summer Clothes and Winter Clothes i.e. shorts, shirts or T / Shirts, long trousers or overalls and shirt, and two pairs of socks.
- (iv) All 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 – 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.

## 23 – FIRST AID

The Company shall provide and maintain a fully equipped first aid box and appoint a First Aid Officer to take charge of such first aid box on each shift. A First Aid Officer shall be an employee who is the holder of current first aid qualifications from an accredited association (such as St John Ambulance or Red Cross). All employees with current first aid qualifications from an accredited association shall be paid \$2.65 per day work or shift.

## 24 – 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 Australian Workers Union may be posted for the information of members.

## 25 – DISPUTES SETTLEMENT PROCEDURE

- (i) Any dispute arising in relation to this Agreement shall be resolved through the dispute settlement procedure. The objectives of the procedure are to promote the resolution of disputes through consultation, co-operation and discussion; to avoid industrial confrontation and the interruption of work.
- (iii) In the event a dispute, grievance, claim or issue arises, the parties agree to resolve it in the following manner;
  - (a) the matter will be dealt with by discussions between the employee(s) concerned and the immediate supervisor. The employee may be represented by the union delegate or a co-worker;
  - (b) If no resolution is achieved discussions involving the employee(s), delegate (if requested) and more senior management will be held;
  - (c) If no resolution is achieved discussions involving a union official (or other employee representative) and the Human Resources Manager will be held;
  - (d) If no resolution is achieved, the matter will be referred to the Industrial Relations Commission of NSW.

## 26 – REDUNDANCY

In the event of redundancies appearing to be inevitable, the Company agrees to notify the appropriate 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 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.

New employees that commence after the registration of this agreement will be eligible for termination payments in accordance with the *Employment Protections Act 1982 (NSW)*; ). [Method 1 of Schedule B]

However, no employee will be made redundant until AWU and its members and the company have agreed on just what the redundancy will/would contain.

The Company shall where possible call the voluntary redundancies having regard to the location, the number of employees, skills and classifications of the employees concerned.

## 27 – WORKERS' COMPENSATION

See Workers' Compensation Act, 1987 as amended.

## 28 – 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.

## 29 – 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.

### 30 – CONSULTATIVE MECHANISM

The Company shall establish a consultative committee and other procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting its efficiency and productivity.



### 31 – MEDICAL EXAMINATION

Employees shall be entitled to a medical examination each one year of service with the Company, the cost of such examination shall be paid for by the Company, a copy of the results of each medical examination will be forwarded to the employee and the original kept strictly confidential by the Company.

### 32 – DISCIPLINARY PROCEDURE

The following disciplinary procedure shall be adhered to by the Company and the employees.

- (i) Employees who exhibit unsatisfactory performance or behaviour shall be counselled so that they understand the standards the Company expects of them and will be offered assistance and guidance in achieving those standards.
- (ii) Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commenting on its contents either in writing or orally. The record will only be placed on the employees file where the employee has been given the opportunity of responding to the record.
- (iii) Employees whose performance or behaviour is unsatisfactory will be given a reasonable period as agreed by the employee to demonstrate a willingness to improve. If, at the end of this period, the review indicates no improvement then further disciplinary action may be taken including dismissal.
- (iv) Nothing in this procedure shall limit the right of the Company to summarily dismiss an employee for misconduct.
- (v) At all stages of the disciplinary process the employee will be entitled to have another available employee present as a witness if desired. The Union delegate is entitled to be informed providing employee confidentiality is not breached.

### 33 – TRAINING

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- (i) Employees shall undertake training and receive 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) Approved training, where individuals have personally enrolled in an external course, the Company will reimburse the cost of fees and compulsory texts upon successful completion.
- (iv) Time off without loss of pay will be provided for training. However, if external training extends beyond the ordinary hours of work the employee shall make the time available without payment. Shift workers will be transferred to day work prior to such training or paid at overtime rates for their ordinary shift length.

### 34 – AREA, INCIDENCE AND DURATION

This Agreement shall replace totally the terms and conditions of employment previously regulated by the Commercial Minerals (Enterprise Bargaining) Award 1994.

It shall apply to persons employed in or in connection with the milling, crushing, mechanical traction operators, grinding and pulverising of rocks, earth's and clays at the Unimin Australia Limited Enterprise at Newcastle.

The nominal term of this Agreement shall expire on 14 January 2003.

**SIGNATORIES**

Signed for and on behalf of:

**UNIMIN AUSTRALIA LIMITED**



.....  
Signature 

.....  
*ROBERT DADGE*  
Print Name

.....  
Signature

.....  
Print Name

**THE AUSTRALIAN WORKERS UNION, NEW SOUTH WALES**

.....  
Signature 

.....  
*KEVIN MAHER*  
Print Name



**SCHEDULE B - REDUNDANCY PAYMENT SCALE**

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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