

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA02/344

**TITLE:** Sandvik Mayfield Enterprise Agreement 2002

I.R.C. NO: IRC02/4947

DATE APPROVED/COMMENCEMENT: 24 September 2002 / Commenced 1 April 2002

TERM: 31 March 2005

NEW AGREEMENT OR  
VARIATION: Replaces EA01/78

GAZETTAL REFERENCE: 6 December 2002

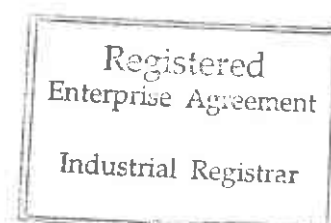
DATE TERMINATED:

NUMBER OF PAGES: 6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of Sandvik Australia Pty Limited, who fall within the coverage of the Sandvik Mayfield (State) Award

**PARTIES:** Sandvik Australia -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, The Australian Workers' Union, New South Wales



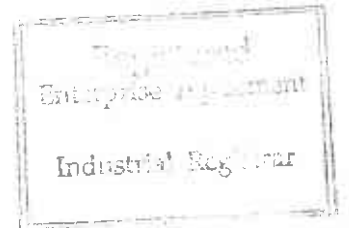
**SANDVIK MAYFIELD ENTERPRISE AGREEMENT 2002**

This Agreement shall be known as the Sandvik Mayfield Enterprise Agreement 2002.

**ARRANGEMENT**

**CLAUSE NO:**

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**CLAUSE 1 – PARTIES BOUND**

This Agreement shall be binding upon:

1. Sandvik Australia Pty Limited
3. Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.
4. Australian Workers' Union.

**CLAUSE 2 – INCIDENCE OF AGREEMENT**

This Agreement shall apply to the employment of employees of Sandvik Australia Pty Limited covered by the Sandvik Mayfield (State) Award.

**CLAUSE 3 – DURATION OF AGREEMENT**

This Agreement shall come into operation on the date of registration by the Industrial Commission of New South Wales and shall continue in force until 31 March 2005, and shall continue to be in force thereafter until rescinded or replaced by the parties.

**CLAUSE 4 – RELATIONSHIP TO PARENT AWARDS**

This Agreement shall be read and interpreted wholly in conjunction with the Sandvik Mayfield (State) Award. Where there are any inconsistencies between this Agreement and either of those awards, this Agreement shall prevail to the extent of those inconsistencies.

## CLAUSE 5 – WAGES

1. Employees covered by this Agreement shall receive the following percentage wage increases on the following dates:

- |   |    |
|---|----|
| (a) first pay period after registration of this Agreement, back-dated to 1 April 2002 | 3% |
| (b) 1 <sup>st</sup> April 2003  | 3% |
| (c) 6 <sup>th</sup> April 2004  | 2% |
| (d) 7 <sup>th</sup> September 2004  | 2% |

### 2. **2003 CPI Dependant Increase:**

In the second year of the agreement, the Company has agreed to pay an additional increase dependant on the CPI figure for the 12 months to 31<sup>st</sup> March 2003, as measured and published by the Australian Bureau of Statistics.

- (a) If the CPI is greater than 3% and less than 4%, the Company has agreed to increase the wages by the following formula; CPI less 3%
- (b) If the CPI is 4% or greater, the Company has agreed to increase wages by 1%.

If either option (a) or (b) are applicable, then they will be backpaid to 1<sup>st</sup> April 2003.

## CLAUSE 6 – SUPERANNUATION

The Company agrees to allow individual employees to elect to have their ING contributions paid on a pre-tax basis (ie salary sacrifice) with the following conditions applying:

- (a) Can only be effective on 1<sup>st</sup> July each year;
- (b) Decision cannot be changed during the year;
- (c) Individual decision must be made prior to this date each year;
- (d) Ceiling will be applied to amount of additional contributions that can be made on a pre-tax basis;
- (e) A full briefing will be given to employees on site prior to individual decisions being taken.

## CLAUSE 7 – CASUAL EMPLOYMENT / CONTRACT LABOUR HIRE

Sandvik has a longstanding policy of maintaining a flexible workforce to respond quickly and cost effectively to the fluctuated sales demand. This is managed by having a workforce of predominantly permanent employees and supplemented with casuals and contract labour hire from relevant agencies.

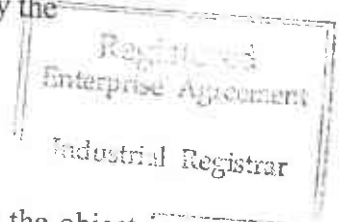
- i) Casual Employees
  - (a) It is agreed that casual employees may be employed to cover fluctuations in workload and to increase flexibility to resource short to medium term peak periods and when permanent staff are absent from work. A casual employee is one who is employed and paid as such.
  - (b) There will be 20% loading on the employed wage rate for casual employment. This loading does not apply to permanent and fixed term employment, and therefore will not continue if employment is made fixed term or permanent.
- ii) Contract Labour Hire
  - (a) It is agreed that contract labour hire employees may be utilised to cover fluctuations in workload and to increase flexibility to resource short to medium term peak periods and when permanent staff are absent from work.
  - (b) There will be 20% loading on the employed wage rate for contract labour hire employees. This loading does not apply to permanent and fixed term employment, and therefore will not continue if employment is made fixed term or permanent.
  - (c) Consultation will take place between management representatives and employee representatives/site delegates in regard to the employment of contract labour hire. It is understood that contract labour hire is in no way intended to replace the permanent workforce.

## CLAUSE 8 – TRADE UNION TRAINING

There shall be a total pool of 6 days trade union training leave per calendar year to be divided between all site delegates of both unions who are party to this agreement. These days are not cumulative. The release of site delegates to training will be conditional upon training leave not interfering with the needs of the business units and the training being relevant and accredited.

## CLAUSE 9 - NO EXTRA CLAIMS

This Agreement is in full settlement of all claims, and all possible claims, for the duration of this agreement. The parties agree that no further claims will be made for changes in any term or condition of employment at the enterprise, or to this agreement, during the period of its operation. This provision shall not prevent a party making an application to vary the agreement under Section 43 of the Industrial Relations Act 1996



## CLAUSE 10 - ANTI-DISCRIMINATION

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 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.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, 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.
- (4) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pays 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.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.


### NOTES:

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

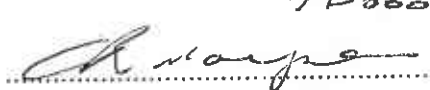
"Nothing in the Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

**CLAUSE 11: SIGNATURES**

**For and on Behalf of  
Automotive, Food, Metal, Engineering,  
Printing & Kindred Industries Union  
New South Wales Branch**

  
.....  
Signature

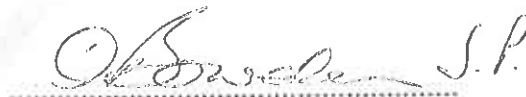
*John Patrick Assis Secy*  
.....  
Print Name & Position

TP0001819  
  
.....  
Signature of Witness


**For and on Behalf of  
Sandvik Australia Pty Limited**

  
.....  
Signature

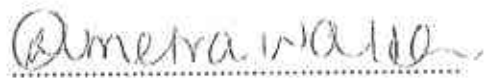
*IAN HANCOCK PRODUCTION MANAGER*  
.....  
Print Name & Position

  
.....  
Signature of Witness

**For and on Behalf of the  
Australian Workers Union**

  
.....  
Signature

*Kevin Moxon Newcastle Branch Secy*  
.....  
Print Name & Position

  
.....  
Signature of Witness

