

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/220

TITLE: Omya Southern Pty Limited Enterprise Agreement 1999

I.R.C. NO: 99/3681

DATE APPROVED/COMMENCEMENT: 21 July 1999 and commenced from the first full pay period on or after 21 July 1999

TERM: 36 months

NEW AGREEMENT OR VARIATION: New. Replaces EA 93/29

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 36

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged in Milling, pulverising, coating, packaging and despatch of limestone and maintenance within Vale Road Bathurst and Lackey Road Moss Vale plants

PARTIES: Omya Southern Pty Limited -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales

FILED
OFFICE OF THE INDUSTRIAL
REGISTRAR
13 JUL 1999
SIGNED

OMYA SOUTHERN PTY. LIMITED

ENTERPRISE AGREEMENT 1999

Registered
Enterprise Agreement
Industrial Registrar

OMYA SOUTHERN PTY. LIMITED

1 TITLE

This Agreement shall be known as the Omya Southern Pty. Limited Enterprise Agreement 1999.

2 ARRANGEMENT

- 1 Title
- 2 Arrangement
- 3 Parties Bound
- 4 Scope of Agreement
- 5 Relationship to Parent Award
- 6 Date and Period of Operation
- 7 Aim of Agreement
- 8 Classifications
- 9 Pay Rates
- 10 Joint Consultative Committee
- 11 Hours
- 12 Overtime
- 13 Holiday Leave
- 14 Respirators, Protective Clothing
- 15 Grievance Procedure
- 16 Disciplinary Procedure
- 17 Training
- 18 Job Security
- 19 Contract of Employment
- 20 Declaration
- 22 Future Negotiations



OMYA SOUTHERN PTY. LIMITED

3 PARTIES BOUND

This Agreement shall be binding upon:

- A Omya Southern Pty. Limited (hereinafter referred as the "Company"), located at Vale Road Bathurst, Cow Flat Bathurst, and Lackey Road Moss Vale;
- B The Australian Workers Union, New South Wales;
- C The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (NSW Branch);
- D The Electrical Trades Union of Australia, New South Wales Branch;

4 SCOPE OF AGREEMENT

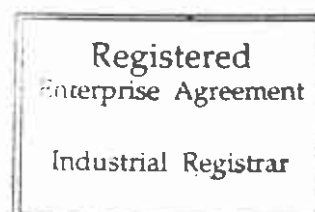
This Agreement shall apply to employees of Omya Southern Pty. Limited at the Vale Road Bathurst and Lackey Road Moss Vale plants engaged in the milling, pulverising, coating, packaging and despatch of limestone and maintenance within the enterprise located in NSW (hereinafter referred as "Production and Maintenance employees"). It shall also apply to employees engaged in quarrying at the Bathurst quarry (hereinafter referred as "Quarry employees").

5 RELATIONSHIP TO PARENT AWARD

This Agreement replaces in total the terms and conditions of the Omya Southern Enterprise Agreement 1992, Omya Southern Enterprise Award 1997, Metal and Engineering Industry (NSW) Award, Electricians (State) Award and the Quarrying Industry (State) Award which would otherwise govern the employment relationship at the enterprise.

6 DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the beginning of the first pay period commencing on or after the date of this Agreement's approval under the provisions of the Industrial Relations Act, 1996, and shall remain in force for a nominal term of three (3) years. Any variations shall be consistent with the Industrial Relations Act, 1996.



OMYA SOUTHERN PTY. LIMITED

7 AIM OF AGREEMENT

The agreement aims to further develop a flexible and multi-skilled workforce allowing a "team" approach to all activities. This team approach allows any employee to perform any task on site for which that employee is appropriately trained.

The parties acknowledge that the Company engages contractors from time to time at the Bathurst quarry to provide services that, by determination of the Company, are more efficiently provided by external contractors. This practice, at the determination of the Company, shall remain. Vale Road maintenance employees may also continue to be utilised for quarry maintenance if required.

8 CLASSIFICATIONS

8.1 Workplace Skills and Activities

The following are workforce skills/activities which employees may be asked to perform. No-one shall be asked to perform any activities without adequate training.

- . Communication skills
- . Occupational Health and Safety
- . Production and Process
- . Product Packaging
- . Material Handling
- . Despatch of Product
- . On-line Minor Maintenance and Lubrication
- . Complete Maintenance (Electrical and Mechanical)
- . Problem Solving/Team Skills
- . Quality, Sampling and Testing
- . Instructing and Training
- . Leading Hand and Supervisory
- . Specialist Skills
- . General Duties cleaning, amenities, grounds

8.2 Utilisation of Skills

- a Employees shall be employed to carry out such duties as may be directed by the employer from time to time subject to the limits of their skill, competence, training and obligations of the Occupational Health and Safety Act 1983 (NSW).
- b The purpose of requiring employees to work in any or all of these areas is to promote flexibility in skill utilisation and not to promote deskilling.
- c Any employee may at any time carry out such duties and use such tools and equipment as may be directed by the employer provided that the employee has been properly trained in the use of such tools and equipment.

Registered
Enterprise Agreement
Industrial Registrar

OMYA SOUTHERN PTY. LIMITED

- d Disputes arising in relation to the operation of this clause shall be dealt with in accordance with Clause (15) Grievance Procedure following prior consideration of the issue in accordance with the consultative mechanism in Clause (10).

8.3 Classification Structure

Employees shall be classified in accordance with Appendix A. Two classification structures shall apply;

- A Production and Maintenance employees; and
B Quarry employees.

8.4 Progression and Entry to Work Team

All employees will be encouraged and assisted to progress to the highest level personally attainable consistent with the needs of the workplace and employees career paths.

9 PAY RATES

All pay rates are total pay rates excluding allowances listed in 9.1. Rates of pay will be increased by 4% after 12 months from the date of approval by the Industrial Relations Commission, and a further 4% after 24 months from the date of approval.

SAFETY NET CLAUSE

This award reflects a joint commitment by the company, its employees and the Union(s) to provide workplace and employment conditions in which the services of Omya Southern can be delivered in an efficient, flexible and profitable manner.

The parties recognise that previous work organisation and industrial agreements have developed and implemented positive changes to the enterprise. It is the intention of the parties to continue to negotiate and reach subsequent agreements that will be registered through the Industrial Relations Commission of New South Wales.

Rates of Pay



OMYA SOUTHERN PTY. LIMITED

BASE HOURLY RATES

<u>Production and Maintenance Employees - Classification</u>	<u>\$/Week</u>	<u>\$/Hour</u>
Level 11 – Electronics Tradesman	838.54	22.07
Level 10 - Advanced Engineering Tradesperson II (Maintenance. Planner)	810.03	21.32
Level 9 - Engineering Tradesperson Special Class II	751.50	19.78
Level 8 - Engineering Tradesperson Special Class I	693.89	18.26
Level 7 - Engineering Tradesperson II / Plant Electrician	665.38	17.51
Level 6 - Engineering Tradesperson I	636.45	16.75
Level 5 - Senior Plant Controller	636.45	16.75
Level 4 - Plant Controller	612.97	16.13
Level 3 - Operator	596.20	15.69
Level 2 - Operator	547.14	14.40
Level 1 - Entry Level Operator	492.64	12.96

Notes:

1. Hourly Rate includes Tool Allowance Levels 5 and above.
2. Electricians Licence to be added into hourly rate.
3. To progress from level 2 to level 3 an existing Operator must:
 - a. Carry out quality sampling and testing for his/her area of work.
 - b. Carry out feed preparation at Moss Vale.
 - c. Be able to do basic milling circuit stop/start/fault reading at Bathurst.
4. Leading Hands allowance to be added into hourly rate.
- 5 To progress from level 3 to level 4 an existing Operator must:
 - a. Carry out Quality Control and process efficiency checks on milling circuits.
 - b. Carry out higher level of routine minor maintenance than currently.
- 6 To progress from level 4 to level 5 an existing Operator must obtain a Trade Qualification.
- 7 Tradesmen at level 6 and above must be able to operate milling circuits if so required.

<u>Quarry Employees – Classification</u>				<u>\$/Week</u>	<u>\$/Hour</u>
Grade 1	Quarry Worker	Grade 1	(Trainee)	465.09	12.24
Grade 2	Quarry Worker	Grade 2	(Attendant)	491.19	12.93
Grade 3	Quarry Worker	Grade 3	(Advanced Attendant)	517.19	13.61
Grade 4	Quarry Worker	Grade 4	(Operator)	543.09	14.29
Grade 5	Quarry Worker	Grade 5	(Skilled Operator)	556.09	14.63
Grade 6	Quarry Worker	Grade 6	(Advanced Operator)	569.09	14.98
Grade 7	Quarry Worker	Grade 7	(Special Class Operator)	579.49	15.25

Registered
Trade Agreement
Industrial Registrar

OMYA SOUTHERN PTY. LIMITED

9.1 Allowances

Allowances will be increased by 4% after 12 months from the date of approval from the Industrial Relations Commission, and a further 4% after 24 months from the date of approval.

a Shift Allowance

Day	\$8.82 / shift
Afternoon	\$17.62 / shift
Night	\$26.42 / shift

b Leading Hand(to be included in hourly rate)

\$6.46 per 8 hour shift

c First Aid

\$10.84 per week

d Tool Allowance (is included in hourly rate)

\$10.96 per week

e Electricians Licence (to be included in hourly rate)

\$26.66 per week

10 JOINT CONSULTATIVE COMMITTEE

The parties covered by this agreement shall participate in a consultative mechanism with appropriate representation of employer and employee(s) and/or the unions with procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting the efficiency and productivity of the enterprise.

The representatives of both work sites may meet for the purposes of finalising an agreement. The meeting shall take place at either the Bathurst or Moss Vale Site. Such representatives shall be entitled to full pay and travel. Travel for the purposes of the registration of these agreements shall also be covered by this clause.

The Company shall continue the consultative process currently being conducted with employees. The consultative process is the cornerstone to employees understanding the progress and difficulties of the Company. It also allows for a sharing of ideas. The frequency of these meetings should be negotiated at each site.



OMYA SOUTHERN PTY. LIMITED

11 HOURS

11.1 Day Workers

- a** The ordinary hours of work shall be 38 hours per week and be between 6.00 am. and 6.00 p.m., 7 days/week. Ordinary hours worked per day may be increased from eight hours and up to 12 hours on a site where the Company and the Union and the majority employees agree provided that the ordinary hours do not exceed an average of 38 hours per week. Seven day roster arrangements may be introduced at a site where the Company and the union and the majority of employees agree. Ordinary hours are to be paid at single time except where subclause g. Saturdays, Sunday and Holidays applies.
- b** The methods of implementation referred to in a. above shall be any one of the following:-
- i** by employees working less than eight ordinary hours on one or more days each week; or
 - ii** by fixing one day on which all employees will be off during a work cycle of 152 ordinary hours; or
 - iii** by rostering employees of various days of the week during a work cycle of 152 ordinary hours so that each employee has one day off during that cycle; or
 - iv** by accumulating RDO's to be taken in a block at a time mutually suitable to the Company and employee and if agreed by both parties.
- c** Provided that, except as otherwise provided herein, not less than seven (7) days notice shall be given to weekly employees of a rostered day off.
- d** Where a rostered day off falls on a public holiday, the next working day shall be taken in lieu of the rostered day off unless an alternate day in that four week cycle or the next cycle is agreed between the employer and an employee.
- e** The Company shall be entitled to fix the start and finish times for each site or section within the spread of hours agreed in a. and to alter them either by mutual consent or giving employees one week's notice.
- f** Meal break time is unpaid and must be additional to the agreed hours of work. An employee shall not work for a longer period than 5 hours without a meal break.



OMYA SOUTHERN PTY. LIMITED

g Saturdays, Sunday and Holidays

- i** Workers required to work on Saturdays (midnight Friday to midnight Saturday) as part of their normal roster shall be paid at time and half for all ordinary hours worked.
- ii** Workers required to work on Sundays (midnight Saturday to midnight Sunday) of their normal roster shall be paid at double time for all hours worked.
- iii** Workers required to work on Public Holidays as part of their normal roster shall be paid at double time and half for all hours worked.
- iv** The above extra rates are paid in substitution for and cumulative upon shift work allowances prescribed in subclause (9.1)

11.2 Shift Work

a Requirements

All employees are engaged on the basis that they may be required to work shifts as required by the Company with one week's written notice.

b Hours

The average ordinary working hours of shift workers shall be fixed by normal agreement between the employer and the employees but shall not exceed an average of 38 hours per week over a four week period. Shifts shall be eight hours per day provided that shifts up to 12 ordinary hours may be worked where the majority of the Company, the Union and the affected employees agree.

c Roster

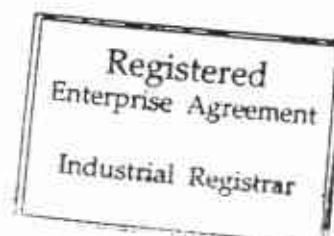
Shifts shall be rostered so as to provide for weekly change of shifts unless otherwise agreed. The Company shall be entitled to fix the shifts rostered for each site or section and alter them by mutual consent or by giving one week's notice.

d Rostered Days Off

These shall be organised according to a roster or other arrangement under Clause 11.1b(iv).

e Meal Break

Twenty minutes meal time shall be allowed to shift workers which shall be paid as time worked. These breaks shall be at a convenient time agreed with the Company.



OMYA SOUTHERN PTY. LIMITED

f Changeover

Leading hands or supervisors are required to arrange relief when a employee is unable to attend his/her shift. Employees who are unable to attend their shift must endeavour to contact the lead hand or supervisor in advance.

g Saturday, Sunday and Holidays

- i* Shift workers required to work on Saturdays (midnight Friday to midnight Saturday) as part of their normal roster shall be paid at time and half for all ordinary hours worked.
- ii* Shift workers required to work on Sundays (midnight Saturday to midnight Sunday) of their normal roster shall be paid at double time for all hours worked.
- iii* Shift workers required to work on Public Holidays as part of their normal roster shall be paid at double time and half for all hours worked.
- iv* These rates are calculated prior to adding the shift allowance.
- v* The above extra rates are paid in substitution for and cumulative upon shift work allowances prescribed in subclause (9.1).

h Roster

The Company shall be entitled to fix the shift rosters for each site or section and alter them by mutual consent or by giving employees one week's written notice.

i Swapping Shifts

Employees may swap shifts by private arrangement between each other provided that:-

- both employees obtain their supervisor's prior approval;
- time records show the employee who actually worked the shift and the employee who was rostered to work the shift; and
- the Company will pay the employees for the shifts actually worked.

j Overtime

Shift workers shall be paid for all overtime at the rate of time and a half for the first two hours and double time thereafter, except overtime work on a public holiday shall be paid at double time and a half.



OMYA SOUTHERN PTY. LIMITED

11.3 Casual Employees

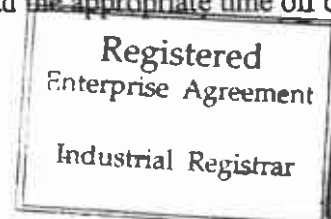
A casual employee for ordinary working time shall be paid per hour one-thirty eight of the weekly rate for the work which he/she performs plus 15 per centum for a minimum payment of four hours per day. Plus 1/12 of the hourly rate for annual leave. This penalty shall be in lieu of payment for sick leave, annual leave and public holidays. Casual employment will be limited to 6 months.

11.4 Part-Time Employment

- a An employee may be engaged by the week to work on a part-time basis for a constant minimum number of hours each week which shall be less than 38 hours.
- b The spread of hours shall be the same as those prescribed in subclause (11.1) Hours of Day Workers.
- c Any hours worked in excess of 38 per week shall be paid at overtime rates.
- d An employee so engaged shall be paid one thirty eight of the weekly rate for each hour worked except as provided for in c. above.
- e All other entitlements such as sick leave, annual leave and long service etc. shall be provided on a pro rata basis.
- f Supply of protective clothing as per Clause 14 of this agreement.

12 OVERTIME

- a All work done in excess of usual daily ordinary hours shall be overtime and shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- b All time worked on Sundays by day workers shall be paid for at the rate of double time, and all time worked on public holidays by day workers shall be paid for at the rate of double time and a half.
- c An employee, required to work overtime for more than two hours after his/her ordinary ceasing time and who has not been notified before leaving his/her work on the previous day or earlier that he/she would be required to work such overtime, shall either be supplied with a meal or paid the sum of \$6.90 in lieu thereof and, if the work extends beyond that meal, he/she shall be paid a further sum of \$6.90 for each subsequent meal which falls within that period of overtime.
- d An employee, after completion of overtime work (except for meal breaks) after his/her usual time shall, provided he/she would ordinarily be required to take up duty at the time fixed for the commencement of the next ordinary day's work, be entitled to be absent until he/she has had eight consecutive hours off duty without deduction of pay for ordinary time off duty occurring during such absence. In the case of call outs this provision will only apply if the employee does not have 8 consecutive hours off duty between normal finishing time and normal starting time for the next rostered shift. Should this occur again immediately after the second shift, the time off entitlement will rise to 10 hours. If, on the instruction of the employer, any employee resumes work without having had the appropriate time off duty



OMYA SOUTHERN PTY. LIMITED

he/she shall be paid at double time rates until relieved from duty to take such rest period and he/she shall then be entitled to be absent until he/she has had the entitled consecutive hours off duty, without deduction of pay for ordinary time off duty occurring during such absence.

- e Overtime is not payable when arranged between the employees themselves.
- f Employees who are rostered to work overtime and cannot attend must notify the company prior to the shift to allow alternate arrangements to be made.
- g Shift workers will not be paid overtime for the purpose of effecting the customary rotation of shifts.
- h Overtime will not be paid except where it has been authorised by the Company.

12.1 Call Out

- a Employees who are called out after having completed their day's work shall be paid for not less than four hours at the appropriate overtime rate in subclause 12(a).

13 HOLIDAY LEAVE

Payment (to the amount which would ordinarily have been paid had the day been a working day) shall be made for the following days or the days upon which they are observed: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, and any other day gazetted or proclaimed as a public holiday within the State and observed in the locality of the enterprise. One day per annum on a date of mutual agreement between employee and employer shall be a holiday as the picnic day of the AWU-FIMEE, AFMEU (NSW) and ETU (NSW).

Employees not required to work on the said Picnic Day shall be paid for the holiday at the ordinary rates of pay prescribed in Clause (9), Pay Rates of this agreement.

No deduction shall be made from the wages of a weekly hand for holidays not worked and if work is done on a holiday the employee shall be paid at the rate of double time and a half for the time worked with a guarantee of four hour's pay.

When an employee is absent from his/her employment on the working day before or after a holiday without a doctor's certificate or without the employer's consent, the employee shall not be entitled to payment for such holiday.

13.1 Long Service Leave

See Long Service Act, 1955 as amended.

13.2 Annual Leave

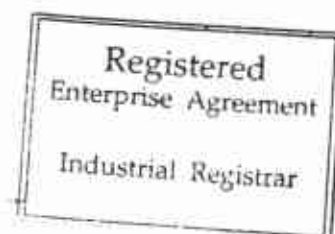
See Annual Holidays Act, 1944.



OMYA SOUTHERN PTY. LIMITED

13.3 Annual Leave Loading

- a In this Clause the Annual Holiday Act, 1944, is referred to as "the Act".
- b Before an employee is given and takes his/her annual holiday, or where, by agreement between the employer and employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay the employee a loading determined in accordance with this clause.
- c The loading is payable in addition to the pay for the period of holiday given and taken due to the employee under the Act and this Agreement.
- d The loading is the amount payable at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this Agreement for the classification in which the employee was employed immediately before commencing his/her annual holiday together with all purpose allowances where applicable.
- e Employees who take annual leave in advance shall be paid a pro rata amount of annual leave loading as if the annual leave had fully accrued. Provided that, if the employee leaves his/her employment with the Company for any reason prior to the period of the annual leave, loading that was paid in advance shall be deducted by the Company from any monies owing to the employee.
- f Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned -
 - i An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (d) of this Clause.
 - ii An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act, a pro rata amount for annual leave loading in proportion to the accrued entitlement.
- g
 - i When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled he/she shall be paid a loading calculated in accordance with subclause (d) for the period not taken.
 - ii Except as provided by paragraph (i) of this subclause, no loading is payable on the termination of an employee's employment.



OMYA SOUTHERN PTY. LIMITED

- h This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if he/she had not been on holiday provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this Clause, then that amount shall be paid to the employee in lieu of the loading.

13.4 Other Leave

a *Bereavement Leave*

- i An employee shall, on the death within Australia of a wife, husband, father, mother, mother-in-law, father-in-law, brother, sister, child or stepchild be entitled on notice to leave, up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work. Proof of such death shall be furnished by the employee to the satisfaction of the employer.
- ii This Clause shall have no operation while the period of leave under it coincides with any other period of leave.
- iii For the purpose of this Clause the words "wife" and "husband" shall include a person who lives with the employee as a defacto wife or husband.

b *Jury Service*

- i An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- ii An employee shall notify the employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give the employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

c *Compassionate and Discretionary Leave*

In circumstances where genuine need and hardship arises an employee shall be entitled to request leave from the Plant Manager. Such leave could be with or without pay depending on circumstances.

OMYA SOUTHERN PTY. LIMITED

13.5 Sick Leave

- a. The parties commit to reducing the incidence of sick leave to a satisfactory level, that being an average of five (5) days per annum per employee.
- b. Paid leave of absence shall be provided in all cases where absence is necessary on account of genuine personal illness and/or injury.
- c. Each individual case will be reviewed by a representative of management and reviewed on its own merits. When necessary the approval and length of paid sick leave will be determined after consultation with the employees and the Union.
- d. The employee is to notify the employer of the inability to attend for duties, the nature of the illness and incapacity and the estimated duration of the absence. Within 8 (eight) hours of the commencement of the absence.
- e. Breaches of notification, failures to provide necessary medical evidence and unusual or excessive taking of sick leave determined by Management shall be discussed between the representatives of the employer, the employee and an official of the Union and the appropriate action determined.
- f. Employees are not required to supply Doctor's certificates for up to two (2) single days sick leave per annum. An additional two day's sick leave shall be allowed without the production of a Doctor's certificate, however for these two days only the employee shall be required to produce a statutory declaration stating the employee was unable to attend for duty and declare the illness or injury. Any sick leave in excess of four(4) days per annum must be substantiated with a Doctor's certificate. All Doctor's certificates shall state the period of illness or injury and state the nature of the illness or injury.

13.6 Parental Leave

See Industrial Relations Act, 1996 Part 4 - Parental Leave, Division 1.

14 RESPIRATORS, PROTECTIVE CLOTHING ETC.

- a. Where necessary, the employer shall provide free of charge, safety equipment and protective clothing appropriate to the employee's duties. Such equipment shall be properly maintained and used by the employee.
- b. All equipment issued in accordance with this Clause shall remain the property of the employer and shall be returned to the employer on demand and in event of termination of employment.

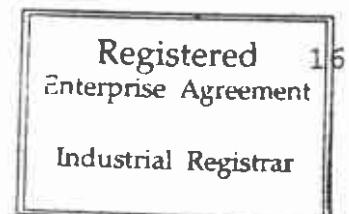
OMYA SOUTHERN PTY. LIMITED

- c The employer shall provide all employees with replacement items as necessary upon damage or being worn out and return of the worn out article to the nominated Officer.
- d Upon approval of the agreement by the Industrial Relations Commission a one-off issue of four pairs of sock per employee shall be made to each employee. Additional pairs are to be provided on a genuine fair, wear and tear basis.
- e Upon approval of the agreement by the Industrial Relations Commission the company shall provide to each employee one leather belt which shall be worn by employees whilst attending for duty.

15 GRIEVANCE PROCEDURE

The procedure for the resolution of industrial disputation will be in accordance with section 14 of the Industrial Relations Act, 1996. These procedural steps are:

- i Procedure in relation to a grievance of an individual employee:
 - a The employee is required to notify (in writing or other wise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - b A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - c Reasonable time limits must be allowed for discussion at each level of authority.
 - d At the conclusion of this discussion, 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.
 - e While a procedure is being followed, normal work must continue.
 - f The employee may be represented by an industrial organisation of employees.
- ii Procedure for a dispute between an employer and the employee:
 - a 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.
 - b Reasonable time levels must be allowed for discussion at each level of authority.
 - c While a procedure is being followed, normal work must continue.
 - d The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.



OMYA SOUTHERN PTY. LIMITED

16 DISCIPLINARY PROCEDURE

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

- a Employees who exhibit unsatisfactory performance or behaviour shall be counselled so that they understand the standards expected of them and will be offered assistance and guidance in achieving those standards.
- b 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 employee's file where the employee has been given the opportunity of responding to the record.
- c Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If, at the end of this period, the employee shows no willingness to improve in the opinion of the Company, then disciplinary action up to and including dismissal may be taken.
- d Nothing in the procedure shall limit the right of the Company to summarily dismiss an employee for serious and wilful misconduct.
- e 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 representative is entitled to be informed providing employee confidentiality is not breached.

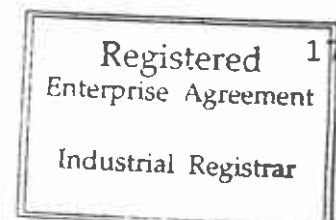
17 TRAINING

a Company Initiated Training

- i Employees may undertake training and retraining as required by the Company.
- ii The Company will pay all costs associated with training whether it is formal, internal, external or on the job.
- iii Time off without loss of pay will be provided. However, if external training extends beyond the normal hours of work the employee shall make the time available and be paid at single time.

b Employee Initiated Training

- i Employees planning to undertake further training should discuss the matter with their Manager.
- ii The Company will consider reimbursing part or all of the costs associated with the training, provided that the training has relevance to the Company's current or future needs.
- iii Where the Company agrees to reimburse part or all of the costs associated with the training the employee will be notified in writing.



OMYA SOUTHERN PTY. LIMITED

- iv Reimbursement for approved training will be made at the successful completion of each stage of the course.
- v Employees will be required to submit a claim for payment accompanied by receipts.
- vi The Company may approve any reasonable request for time off work without pay for attendance at such training including examinations and study leave. Requests for time off with pay should utilise any available Annual Leave.

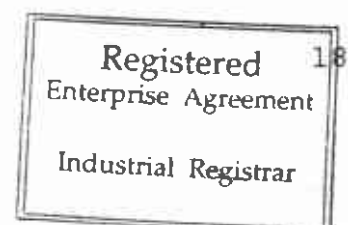
18 JOB SECURITY

The Company guarantees for the term of this agreement that no retrenchments of permanent employees will occur because of improved efficiency and flexibility resulting from this Agreement.

Any redundancies will be per State Award (NSW).

19 CONTRACT OF EMPLOYMENT

- a Employment shall be on a weekly basis.
- b Permanent employment shall be probationary for the first two months. Extension to this time period may be considered by the Company in consultation with the Union. Termination by either party shall be one week's notice. If employment ceases during the first twelve weeks for any reason, the Company may deduct half the cost of the safety boots/clothing issued to the employee from any monies owing to the employee.
- c Dismissal shall not be harsh, unfair or unreasonable. Subject to this constraint, employment can be terminated by the payment or forfeiture of a week's wages, as the case may be. This shall not limit the Company's right to dismiss an employee without notice for refusal of duty, inefficiency, neglect of duty, misconduct including breach of Company rules and in such cases the wages shall be payable up to the time of dismissal.
- d Any employee taking unauthorised absence from duty shall not be paid for the actual time of such non-attendance and may be subject to further disciplinary action.
- e The obligation of the Company and employees to customers and their employees must be respected by ensuring actions of the company or employees do not adversely affect customers.



OMYA SOUTHERN PTY. LIMITED

20 DECLARATION

This enterprise agreement has been negotiated through extensive consultation between management and employees. The content of the agreement has been canvassed with all parties. All parties are entering into this agreement with full knowledge as to the content and effect of the document.

The parties declare that this Agreement:

- a Is not contrary to public interest;
- b Is not unfair, harsh or unconscionable;
- c Was at no stage entered into under duress, and;
- d Reflects the interests and desires of the parties;

21 FUTURE NEGOTIATIONS

The parties agree to commence negotiations on a new agreement not less than six months before the nominal expiry date of this Agreement.

OMYA SOUTHERN PTY. LIMITED

Appendix A

1. Classification Structure – Production and Maintenance Employees
2. Classification Structure – Quarry Employees
 - 2.1 Quarry Workers
 - 2.2 Definitions
 - 2.3 Plant Groupings

1. Classification Structure – Production and Maintenance Employees

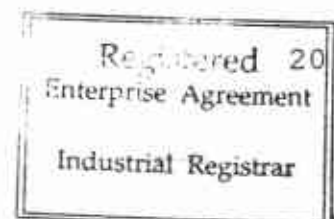
Level 11	Electronics Tradesman
Level 10	Advanced Engineering Tradesperson II (Maintenance Planner)
Level 9	Engineering Tradesperson Special Class II
Level 8	Engineering Tradesperson Special Class I
Level 7	Engineering Tradesperson II / Plant Electrician
Level 6	Engineering Tradesperson I
Level 5	Senior Plant Controller
Level 4	Plant Controller
Level 3	Operator
Level 2	Operator
Level 1	Entry Level Operator

Classification Descriptions – Production and Maintenance Employees

Level 1 "Entry Level"

This employee is employed on probation for up to 2 months to allow full assessment of his/her ability by the work team and management.

The Trainee Operator must achieve and demonstrate competency in all aspects of the operation for which he/she is trained.



OMYA SOUTHERN PTY. LIMITED

Core Requirements:

- . basic plant and safety knowledge;
- . bagging of product and bulk despatch;
- . automatic and manual palletising; and
- . obtaining Learners Permits for Fork Lift and Front End Loader and undertake operation of this equipment.

on achieving competency in these Core Skills he/she will progress to Level 2 - Operator.

Any employee who has difficulty in attaining progression to Level 2 will be provided with special assistance to attempt to overcome learning problems.

Level 2 "Operator"

Carry out any duties to the extent of his/her training and ability. Primary duties will include all aspects of product packaging and despatch. Must finalise acquisition of Fork Lift and Front End Loader Tickets. Obtain Overhead Crane Permit if appropriate. Will be required to acquire Occupational Health and Safety Skills and carry out general duties.

Level 3 "Operator"

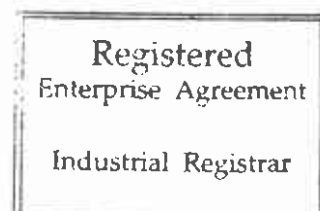
The primary workplace skills and activities which apply to Level 3 - Operator are:

- . materials handling and feed preparation;
- . despatch of product;
- . general duties;
- . occupational health and safety;
- . communication and team skills;
- . problem solving, basic milling knowledge;
- . quality sampling and testing;
- . on-line minor maintenance; and
- . other duties for which he/she may be qualified.
- . obtain mobile crane permit if appropriate.

Level 4 "Plant Controller"

Carry out any duties to the extent of his/her training and ability. Primary duties will include control and operation and production maintenance of Milling Systems.

- . production process (milling);
- . optimise process milling efficiency;
- . production quality control; and
- . other duties for which he/she may be qualified.



OMYA SOUTHERN PTY. LIMITED

Level 5 "Senior Plant Controller"

A Plant Controller who has obtained a Company recognised qualification (equivalent to Trade Qualification) and can competently carry out work at a high level in production and including team leader. Would need to exercise all the above skills. Senior Plant Controller would be called upon to carry out higher level repairs which they are qualified to do. (Trades Based Entry Level)

Level 6 "Engineering Tradesperson Level 1"

Engineering Tradesperson Level 1

An Engineering Tradesperson Level I is an employee who holds a Trade Certificate or Tradespersons Rights Certificate as an:

- i Engineering Tradesperson (electrical/electronic) Level I;
- ii Engineering Tradesperson (mechanical) Level I;
- iii Engineering Tradesperson (fabrication) Level I;

and is able to exercise the skills and knowledge of that trade.

An Engineering Tradesperson Level I.

- 1 Understands and applies of quality control techniques;
- 2 Exercises good interpersonal skills and communication skills;
- 3 Exercises keyboard skills at a higher level than lower grades;
- 4 Exercises discretion within the scope of this grade;
- 5 Performs work under limited supervision either individually or in a team environment;
- 6 Operates all lifting equipment incidental to his/her work;
- 7 Performs non-trade tasks incidental to his/her work;
- 8 Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- 9 Able to inspect products and/or materials for conformity with established operational standards.
- 10 Can operate limestone production processes to test run, fault restart and familiarise with the production process.

OMYA SOUTHERN PTY. LIMITED

Level 7 "Engineering Tradesperson Level II"

Engineering Tradesperson Level II

An Engineering Tradesperson Level II is an:

- i Engineering Tradesperson (electrical/electronic) Level II;
- ii Engineering Tradesperson (mechanical) Level II; or
- iii Engineering Tradesperson (fabrication) Level II;

Who has completed the following training requirement:

- i 33% of the modules towards and appropriate Post Trade Certificate;
- ii or has completed equivalent modules of Company nominated training.

An Engineering Tradesperson Level II works above and beyond an Engineering Tradesperson Level 1 and to the level of their training;

- 1 Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by Appendix X of this Award
- 2 Exercises the discretion within the scope of this grade.
- 3 Works under general supervision either individually or in a team environment.
- 4 Understands and implements quality control techniques.
- 5 Provide trade guidance and assistance as part of a work team.
- 6 Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Level 6.

Tasks which employees at this level may perform are subject to the employees having the appropriate Trade and Post Trade Training to enable them to perform particular tasks.

Level 8 "Engineering Tradesperson Special Class I"

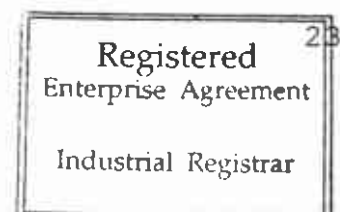
A Special Class Engineering Tradesperson Level I means a:

- i Special Class Engineering Tradesperson (electrical/electronic) Level I; or
 - ii Special Class Engineering Tradesperson (mechanical) Level I; or
 - iii Special Class Engineering Tradesperson (fabrication) Level I;
- who has completed the following training requirement:

- i 66% of the modules towards an appropriate Post Trade Certificates;
- ii or has completed equivalent modules of Company nominated training.

A Special Class Engineering Tradesperson Level I:

- 1 Exercises the skills attained through satisfactory completion of the training prescribed for this classification.
- 2 Provides trade guidance and assistance as part of a work team.



OMYA SOUTHERN PTY. LIMITED

- 3 Assists in the provision of training in conjunction with supervisors and trainers.
- 4 Understands and implements quality control techniques.
- 5 Work under limited supervision either individually or in a team environment.
- 6 Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than level 7.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks.

- a Exercises high precision trade skills using various materials and/or specialised techniques;
- b Performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs.
- c Installs, repairs and maintains, tests, modifies, commissions and or fault finds on complex machinery and equipment which utilises hydraulic and or pneumatic principles and in the course of such work is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems.
- d Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising interconnected circuits.

Level 9 " Engineering Tradesperson Special Class II"

A Special Class Engineering Tradesperson level II means a:

- i Special Class Engineering Tradesperson (electrical/electronic) Level II; or
- ii Special Class Engineering Tradesperson (mechanical) Level II; or
- iii Special Class Engineering Tradesperson (fabrication) Level II.

who has completed the following training requirement:

- i An appropriate Post Trade Certificate;
- ii or has completed equivalent modules of Company nominated training.

An Engineering Tradesperson Special Class Level II:

- 1 Exercises the skills attained through satisfactory completion of the training prescribed for this classification.
- 2 Is able to provide trade guidance and assistance as part of a work team.
- 3 Provides training in conjunction with supervisors and trainers.
- 4 Understands and implements quality control techniques.
- 5 Works under limited supervision either individually or in a team.
- 6 Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than level 8.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks;



OMYA SOUTHERN PTY. LIMITED

- a Works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- b Works on machines or equipment which utilise complex electrical/electronic circuitry and controls.
- c Works on instruments which make up a complex control system which utilises some combination of electrical/electronic, mechanical or fluid power principles.
- d Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication.
- e Exercises intermediate CAD/CAM skills in the performance of routine modifications to programs
- f Works on complex or intricate interconnected electrical circuits at a level above level 8.
- g Works on complex radio/communication equipment.

Level 10 "Advanced Engineering Tradesperson Level II (Maintenance Planner)"

An Advanced Engineering Tradesperson Level II means an;

- i Advanced Engineering Tradesperson (electrical/electronic) Level II;
- ii Advanced Engineering Tradesperson (mechanical) Level II; or
- iii Advanced Engineering Tradesperson (fabrication) Level II.

who has completed:

- i Advanced Certificate; or
- ii or has completed equivalent modules of Company nominated training.

An Advanced Engineering Tradesperson Level II works above and beyond a tradesperson at level 9 and to the level of his/her training and:

- 1 Provides technical guidance within the scope of this level.
- 2 Prepares reports of a technical nature on specific tasks or assignments as directed or within the scope of discretion at this level.
- 3 Has an overall knowledge and understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out his/her task.
- 4 Assists in the provision of on the job training in conjunction with supervisors and trainers.
- 5 Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than level 9.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks:

- a Through a systems approach is able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles.



OMYA SOUTHERN PTY. LIMITED

- b Set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than Advanced Engineering Tradesperson Level I.
- c Works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry.
- d Works on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

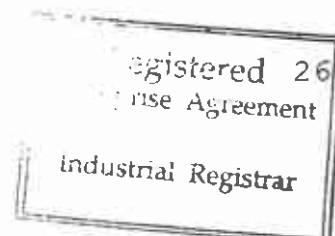
Level 11 "Electronics Tradesman"

Electronics Tradesman means an electrical tradesman who is engaged in applying his knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesman is required to carry out his tasks.

To be classified as an electronics tradesman, a tradesman must have at least three years on the job experience as a tradesman in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to a least two years' part time study.

In addition, to be classified as an electronics tradesman, a tradesman must be capable of:

- a Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment;
- b Working under minimum supervision and technical guidance;
- c Providing technical guidance within the scope of the work described in this definition;
- d Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition;
- e Carrying out duties and responsibilities of a Level 10 employee.



OMYA SOUTHERN PTY. LIMITED

2. Classification Structure – Quarry Employees

Grade 1	Quarry Worker Grade 1	(Trainee)
Grade 2	Quarry Worker Grade 2	(Attendant)
Grade 3	Quarry Worker Grade 3	(Advanced Attendant)
Grade 4	Quarry Worker Grade 4	(Operator)
Grade 5	Quarry Worker Grade 5	(Skilled Operator)
Grade 6	Quarry Worker Grade 6	(Advanced Operator)
Grade 7	Quarry Worker Grade 7	(Special Class Operator)

2.1 Classification Descriptions – Quarry Workers

Quarry Worker Grade 1 (Trainee)

A Quarry Worker Grade 1 (Trainee) is an employee who, upon entering the production workforce of the quarry, will undertake up to three months of induction and skills training. This training will include information on the enterprise, conditions of employment, introduction to quarry personnel, training and career opportunities, quarry layout, work and documentation procedures and specific occupational health and safety equipment appreciation and quality control training.

Duties - Indicative of the tasks an employee at this level may perform are the following:

- general labouring;
- cleaning;
- higher grade tasks for training purposes.

Responsibility - An employee at this level will perform routine tasks, using minimal judgement, under direct supervision, to the level of their skill and training.

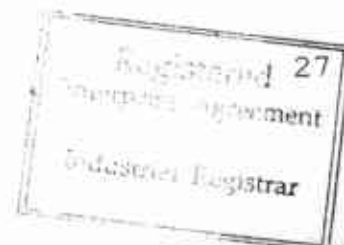
Qualification - The qualification required for an entry by the employee will be determined by the employer. Basic literacy and numeracy skills will be desirable. Use and understanding of English is also desirable.

Training - An employee at this level will be provided with a period of up to 3 months of structured induction and skills training in order to competently perform the duties of a Quarry Worker Grade 2.

Progression - An employee may progress from Grade 1 to higher grades after 3 months service and on being able to competently perform the duties at a higher grade.

Translation from Old Structure to New - Old classifications that are to be translated to this grade include:

no comparable old classification.



OMYA SOUTHERN PTY. LIMITED

Quarry Worker Grade 2 (Attendant)

A Quarry Worker Grade 2 (Attendant) has successfully completed up to three months structured training so as to enable the employee to perform competently the work within the scope of this level.

Duties - Indicative of the tasks an employee at this level may perform are the following:

- attend to, maintain and service fixed and mobile plant;
- assist with the repair and maintenance of fixed and mobile plant;
- apply basic quality control and assurance procedures;
- use Class 1 motor vehicles;
- maintain simple records; and
- higher grade tasks for training purposes.

Responsibility - An employee at this level works under direct supervision, either individually or in a team environment.

Qualification - A Quarry Worker Grade 2 will have successfully completed the entry level induction and skills training and have demonstrated competence in performing the duties at this level.

Training - An employee at this level may be provided with structured training to allow him/her to perform the wider range of duties at this level.

An employee may also, over time, be provided with a structured program of training that will allow him/her to competently perform work at higher grades.

Progression - An employee may progress to a higher grade on the basis of being able to competently perform the skills to work at the higher grade and on being selected for a position when a position at that level becomes available.

When accredited competency-based training and assessment becomes available for higher grades, successful completion of this training and assessment will be required for progression to a higher grade.

Translation from Old Structure to New - Old classifications that are to be translated to this grade include:

- Labourer, Pick and Shovel;
- Driver, Motor Vehicle Class 1;
- Fixed Plant Attendant.

OMYA SOUTHERN PTY. LIMITED

Quarry Worker Grade 3 (Advanced Attendant)

A Quarry Worker Grade 3 (Advanced Attendant) has demonstrated competency and is required to undertake work at this level.

Duties - Indicative of the tasks an employee at this level may perform are the following:

- operate at least one item of Group A plant;
- maintain quarry plant and equipment;
- carry out basic product sampling and quality testing;
- operate a weighbridge;
- carry out clerical tasks and maintain simple records;
- receive, issue and maintain quarry stores;
- assist in on-the-job training; and
- higher grade tasks for training purposes.

Responsibility - An employee at this level will be responsible for the quality of their own work, subject to routine supervision, and exercise discretion to the level of their skill and training.

Qualification - A Quarry Worker Grade 3 will have successfully completed the entry level induction and skills training and have demonstrated competence in performing the duties at this level.

When accredited competency-based training and assessment becomes available for Grade 3 occupations, successful completion of this training and assessment will be a required qualification for this grade.

Training - An employee at this level may be provided with structured training to allow him/her to perform the wider range of duties at this level.

An employee may also, over time, be provided with a structured program of training that will allow them to competently perform work at higher grades.

Progression - An employee may progress to a higher grade on the basis of being able to competently perform the skills to work at the higher grade and on being selected for a position when a position at that level becomes available.

When accredited competency-based training and assessment becomes available for higher grades, successful completion of this training and assessment will be required for progression to a higher grade.



OMYA SOUTHERN PTY. LIMITED

Translation from Old Structure to New - Old classifications that are to be translated to this grade include:

Driver Motor Vehicle Class 3A;
Driver Motor Vehicle Class 3B;
Control Room Operator C;
Weighbridge Operator B;
Storeperson.

Quarry Worker Grade 4 (Operator)

A Quarry Worker Grade 4 (Operator) has demonstrated competency and is required to undertake work at this level.

Duties - Indicative of the tasks an employee at this level may perform are the following:

fault find problems and make adjustments to plant;
understand and interpret quality assurance procedures and perform analytical tests and ascertain conformity;
operate at least one item of Group B plant;
operate a weighbridge and allocate trucks;
assist in on-the-job training; and
higher grade tasks for training purposes.

Responsibility - An employee at this level will be responsible for the quality of their work, subject to routine supervision, and exercise discretion to the level of their skill and training.

Qualification - A Quarry Worker Grade 4 will have successfully completed the entry level induction and skills training and have demonstrated competence in performing the duties at this level.

When accredited competency-based training and assessment becomes available for Grade 4 occupations, successful completion of this training and assessment will be a required qualification for this grade.

Training - An employee at this level may be provided with structured training to allow him/her to perform the wider range of duties at this level.

An employee may also, over time, be provided with a structured program of training that will allow them to competently perform work at higher grades.

Progression - An employee may progress to a higher grade on the basis of being able to competently perform the skills to work at the higher grade and on being selected for a position when a position at that level becomes available.

OMYA SOUTHERN PTY. LIMITED

When accredited competency-based training and assessment becomes available for higher grades, successful completion of this training and assessment will be required for progression to the higher grade.

Translation from Old Structure to New - Old classifications that are to be translated to this grade include:

- Operator Remote Control - B;
- Operator Tractor <70 bhp;
- Operator Mobile Crane 5-10t;
- Operator Tractor 70-130 bhp;
- Operator Mobile Crane 10-20t;
- Operator Weighbridge - A;
- Operator Tractor 130-295 bhp;
- Operator Cutter Suction Dredge.

Quarry Worker Grade 5 (Skilled Operator)

A Quarry Worker Grade 5 (Skilled Operator) has demonstrated competency and is required to undertake work at this level.

Duties - Indicative of the tasks an employee at this level may perform are the following:

Carry out routine mechanical repairs;

- fault find problems and make adjustments to plant;
- operate at least one item of Group C plant;
- operate multiple weighbridges and carry out computerised allocation of trucks;
- higher grade tasks for training purposes.

Responsibility - An employee at this level will be responsible for the quality of their work, subject to routine supervision, and exercise discretion to the level of their skill and training.

Qualification - A Quarry Worker Grade 5 will have successfully completed the entry level induction and skills training and have demonstrated competence in performing the duties at this level.

When accredited competency-based training and assessment becomes available for Grade 5 occupations, successful completion of this training and assessment will be a required qualification for this grade.

Training - An employee at this level may be provided with structured training to allow him/her to perform the wider range of duties at this level.

An employee may also, over time, be provided with a structured program of training that will allow them to competently perform work at higher grades.



OMYA SOUTHERN PTY. LIMITED

Progression - An employee may progress to a higher grade on the basis of being able to competently perform the skills to work at the higher grade and on being selected for a position when a position at that level becomes available.

When accredited competency-based training and assessment becomes available for higher grades, successful completion of this training and assessment will be required for progression to the higher grade.

Translation from Old Structure to New - Old classifications that are to be translated to this grade include:

- Operator Remote Control - A;
- Operator Navvy 0.6 – 1.5m;
- Operator Dumper 12-15t;
- Operator Tractor > 295 bhp @ wf;
- Operator Dumper 15-20 t;
- Operator Pneumatic Drill <750 cfm;
- Operator Hydraulic Drill <95 kW;
- Transport Clerk Special Class;
- Operator Dumper 20-25t;
- Operator Navvy 1.5-3.0m.

Quarry Worker Grade 6 (Advanced Operator)

A Quarry Worker Grade 6 (Advanced Operator) has demonstrated competency and is required to undertake work at this level.

Duties - Indicative of the tasks an employee at this level may perform are the following:

- operate at least one item of Group D plant;
- supervise, plan and control clerical and weighbridge operations;
- prepare and initiate quarry blasts;
- higher grade tasks for training purposes.

Responsibility - An employee at this level will be responsible for the quality of their work, subject to routine supervision, and exercise discretion to the level of their skill and training.

Qualification - A Quarry Worker Grade 6 will have successfully completed the entry level induction and skills training and have demonstrated competence in performing the duties at this level.

When accredited competency-based training and assessment becomes available for Grade 6 occupations, successful completion of this training and assessment will be a required qualification for this grade.



OMYA SOUTHERN PTY. LIMITED

Training - An employee at this level may be provided with structured training to allow him/her to perform the wider range of duties at this level.

An employee may also, over time, be provided with a structured program of training that will allow them to competently perform work at higher grades.

Progression - An employee may progress to a higher grade on the basis of being able to competently perform the skills to work at the higher grade and on being selected for a position when a position at that level becomes available.

When accredited competency-based training and assessment becomes available for higher grades, successful completion of this training and assessment will be required for progression to the higher grade.

Translation from Old Structure to New - Old classifications that are to be translated to this grade include:

- Operator Tractor 295-600 bhp;
- Operator Tractor 450-600 bhp;
- Operator Dumper 25-30t;
- Tradesperson;
- Shot Firer;
- Operator Hydraulic Drill 95+kW;
- Operator Dumper 30-50t;
- Supervisor Clerk;
- Operator Dumper 50-75t.

Quarry Worker Grade 7 (Special Class Operator)

A Quarry Worker Grade 7 (Special Class Operator) has demonstrated competency and is required to undertake work at this level.

Duties - Indicative of the tasks an employee at this level may perform are the following:

operate at least one item of Group E plant;

Responsibility - An employee at this level will be responsible for the quality of their work, subject to routine supervision, and exercise discretion to the level of their skill and training.

Qualification - A Quarry Worker Grade 7 will have successfully completed the entry level induction and skills training and have demonstrated competence in performing the duties at this level.

When accredited competency-based training and assessment becomes available for Grade 7 occupations, successful completion of this training and assessment will be a required qualification for this grade.



OMYA SOUTHERN PTY. LIMITED

Training - An employee at this level may be provided with structured training to allow him/her to perform the wider range of duties at this level.

An employee may also, over time, be provided with a structured program of training that will allow them to competently perform work at higher grades.

Progression - An employee may progress to a higher grade on the basis of being able to competently perform the skills to work at the higher grade and on being selected for a position when a position at that level becomes available.

When accredited competency-based training and assessment becomes available for higher grades, successful completion of this training and assessment will be required for progression to the higher grade.

Translation from Old Structure to New - Old classifications that are to be translated to this grade include:

Operator Tractor > 600 bhp;
Operator Navvy 3.0-5.3m;
Operator Dumper >75t;
Operator Navvy > 5.3m.

2.3 Plant Groupings

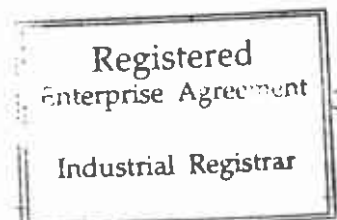
For the purposes of the classification definitions, the "Plant Groupings" are:

(a) Group A -

Simple Processing Plant;
Motor Vehicle Class 3A and 3B.

(b) Group B -

Wheel and Tracked Loaders up to and including 220 kW;
Tracked Dozers up to and including 220 kW;
Motor Graders;
Mobile Cranes;
Dredges;
Complex fixed or portable processing plant.



OMYA SOUTHERN PTY. LIMITED

(c) Group C -

Excavator up to and including 3.0 m3;
Face Shovel up to and including 3.0 m3;
Dragline up to and including 3.0 m3;
Dump Truck over 12 t and up to and including 25 t capacity;
Motor Scraper over 12 t and up to and including 25 t capacity;
Off Highway Water Carts;
Wheel or Tracked Loader over 220 kW and up to and including 450 kW (not employed at a hard rock face);
Tracked Dozer over 220 kW and up to and including 450 kW (not employed at a hard rock face);
Air Drill;
Hydraulic Drill up to and including 95 kW;
Sophisticated, computer managed processing plant.

(d) Group D -

Wheel and Tracked Loaders over 220 kW and up to and including 450 kW (employed at a hard rock face);
Tracked Dozer over 220 kW and up to and including 450 kW (employed at a hard rock face);
Dump Truck over 25 t and up to and including 75 t capacity;
Motor Scraper over 25 t and up to and including 75 t capacity;
Hydraulic Drill over 95 kW.

(e) Group E -

Excavators over 3.0 m3;
Face Shovels over 3.0 m3;
Dragline over 3.0 m3;
Dump Truck over 75 t capacity;
Wheel Loaders over 450 kW;
Tracked Dozers over 450 kW.

Registered
Enterprise Agreement
Industrial Registrar

OMYA SOUTHERN PTY. LIMITED

Signed for and on behalf of Omya Southern Pty Ltd



Mr Glenn Cameron
Bathurst Plant Manager

13/5/99
Date


Mr Brian Armstrong
Moss Vale Plant Manager

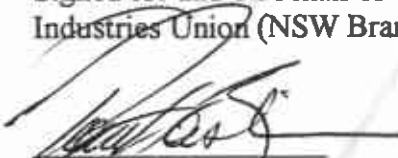
11.5.99
Date

Signed for and on behalf of The Australian Workers Union, New South Wales



20 5 99
Date

Signed for and on behalf of The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (NSW Branch)


PAUL BASTIAN - STATE SECRETARY

27/5/99
Date

Signed for and on behalf of The Electrical Trades Union of Australia, New South Wales Branch

B. R. I.

16.6.99
Date

