

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/78**

**TITLE: Sandvik Mayfield Enterprise Agreement 2000**

**I.R.C. NO:** 2000/3587

**DATE APPROVED/COMMENCEMENT:** 11 August 2000

**TERM:** 19 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 27 April 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of the Company engaged pursuant to the Sandvik Mayfield (Sate) Award and the Sandvik Hard Materials (State) Award

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

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Enterprise Agreement  
Industrial Registrar

**SANDVIK MAYFIELD ENTERPRISE AGREEMENT TITLE**

This Agreement shall be known as the Sandvik Mayfield Enterprise Agreement 2000.

**ARRANGEMENT**

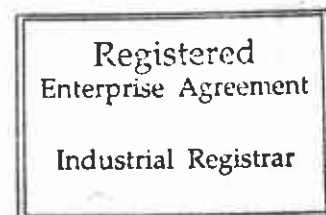
**CLAUSE NO:**

Casual Employment	8
Contract Labour Hire	8
Drug & Alcohol Policy	7
Duration of Agreement	3
Hot Weather Policy	7
Incidence of Agreement	2
No Extra Claims	10
No Smoking Policy	7
Parties Bound	1
Relationship to Parent Awards	4
Superannuation	6
Trade Union Training	9
Wages	5

**CLAUSE 1 - PARTIES BOUND**

This Agreement shall be binding upon:

1. Sandvik Australia Pty Limited of Cnr Warren & Percival Roads, Smithfield NSW 2164.
2. Sandvik Hard Materials Pty Limited of Woodstock Street, Mayfield NSW 2034.
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 and Sandvik Hard Materials Pty Limited covered by the Sandvik Mayfield (State) Award and the Sandvik Hard Materials (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of New South Wales and shall continue in force until 31 March 2002, and shall continue to be in force thereafter until rescinded or replaced by the parties.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 and the Sandvik Hard Materials (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**

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 4 <sup>th</sup> April 2000	3%	Registered Enterprise Agreement  Industrial Registrar
b) 3 <sup>rd</sup> April 2001	3%	
c) 3 <sup>rd</sup> July 2001	1%	
d) 3 <sup>rd</sup> July 2001	CPI less 4%, (provided that CPI as defined below, is greater than 4%. No further increase if CPI is 4% or less)	

The "CPI" referred to above, is defined as the Consumer Price Index Average figure for the twelve months to the 30<sup>th</sup> June 2001 as measured and published by the Australian Bureau of statistics. This is the figure which will be used to determine the level of wage increase to be provided to employees from 3 July 2001, in addition to the guaranteed 1% increase as referred to above.

### **CLAUSE 6- SUPERANNUATION**

From 27 June 2000 Employee after tax superannuation contributions will be calculated, as 2% of each employee's before tax weekly wage rate for a 38 hour week and the Company superannuation contributions will increase to 15% of each employee's before tax weekly rate for a 38 hour week. Contributions by Employees of Sandvik Australia Pty Limited and Sandvik Hard Materials Pty Limited, will be made to the Sandvik Australia Pty Limited Superannuation Plan.

**CLAUSE 7- HOT WEATHER/DRUG & ALCOHOL/NO SMOKING POLICIES**

The Management agrees to establish the policies and procedures relating to hot weather, drugs and alcohol and smoke free workplaces through consultation of all parties during the course of this Agreement.

**CLAUSE 8 - CASUAL EMPLOYMENT/ CONTRACT LABOUR HIRE**

Sandvik has a longstanding policy of maintaining a flexible workforce to respond quickly and cost effectively to the fluctuating 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.

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**CLAUSE 9 - 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 10 - NO EXTRA CLAIMS**

The parties and the employees bound by this agreement agree that it is a term of this agreement that no extra claims will be made by the parties or the employees bound by this agreement, at a local or industry level, to vary the terms of the agreement during its term of operation.

Having regard to the spirit and intent of this agreement, the parties recognise that during the currency of this agreement, a special anomalous or extraordinary problem may be found to exist and will be handled in line with clause 29, Procedure for Resolving Claims, Issues and Disputes, of the associated Awards (The Sandvik Mayfield (State) Award and the Sandvik Hard Materials (State) Award.).

Such special, anomalous or extraordinary problem shall be dealt with in discussions between the Company and the unions involved.

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**CLAUSE 11 - 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 fulfilment 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."

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**SIGNATURES**

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

*[Handwritten Signature]*  
.....  
Signature

*[Handwritten Signature]* JP9206924  
.....  
Signature of Witness

*Paul Costigan STATE SECRETARY*  
.....

Print Name & Position

**For and on Behalf of  
Australian Workers' Union  
New South Wales Branch**

*[Handwritten Signature]*  
.....  
Signature

*[Handwritten Signature]*  
.....  
Signature of Witness

*JOHN BOYD ORGANISER AWU.*  
.....

Print Name & Position

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

*[Handwritten Signature]*  
.....  
Signature *Human Resource Manager*

*[Handwritten Signature]*  
.....  
Signature of Witness

*Michael Osman*  
.....

Print Name & Position

**For and on Behalf of  
Sandvik Hard Materials Pty Limited**

*[Handwritten Signature]*  
.....  
Signature

*[Handwritten Signature]*  
.....  
Signature of Witness

*Michael Osman*  
.....

Print Name & Position

*Human Resource Manager*

