

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/358

TITLE: Unimin Australia Limited - Tallawang Enterprise Agreement 2002

I.R.C. NO: IRC2/6182

DATE APPROVED/COMMENCEMENT: 20 November 2002

TERM: 20 months (1 July 2004)

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 20 December 2002

DATE TERMINATED:

NUMBER OF PAGES: 24

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Unimin Australia Limited, who fall within the coverage of the Metalliferous Mining Industry (State) Award 1995

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



UNIMIN AUSTRALIA LIMITED
Tallawang Enterprise Agreement 2002

Registered
Enterprise Agreement
Industrial Registrar

PART 1 - PRELIMINARY**1.1 Title**

This Agreement will be known as the Unimin Australia Limited – Tallawang Enterprise Agreement 2002, (hereinafter called the Agreement).

1.2 Table of Contents

This Agreement is arranged as follows:



PART 1 - PRELIMINARY	2
1.1 TITLE.....	2
1.2 TABLE OF CONTENTS.....	2
1.3 DEFINITIONS	4
1.4 SCOPE AND PERSONS BOUND.....	4
1.5 LOCALITY	4
1.6 COMMENCEMENT AND DURATION	4
1.7 RELATIONSHIP TO PARENT AWARD AND OTHER AWARDS	5
1.8 RENEGOTIATION OF AGREEMENT	5
1.9 MAINTENANCE OF STATUS QUO	5
1.10 NO DURESS.....	5
1.11 PURPOSE OF AGREEMENT.....	5
1.12 SIGNATORIES.....	6
PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT	7
2.1 FULL TIME EMPLOYMENT	7
2.2 PART TIME EMPLOYMENT.....	7
2.3 CASUAL EMPLOYMENT.....	7
2.4 CONTRACT EMPLOYMENT	8
2.5 COUNSELLING AND DISCIPLINARY PROCEDURE	8
2.6 DISPUTE SETTLEMENT PROCEDURE	9
2.7 REDUNDANCY	10
PART 3 - WAGES AND ALLOWANCES	11
3.1 WAGE RATES	11
3.2 CLASSIFICATION	11
3.3 FUTURE WAGES INCREASES AND PAYMENT.....	14
3.4 ALLOWANCES	14
3.5 LEAVE LOADING	15
3.6 SUPERANNUATION	15
PART 4 - HOURS OF WORK	15
4.1 OPERATIONAL EFFICIENCY.....	15
4.2 SHIFT WORK.....	15

4.4	CRIB BREAKS	16
4.5	OVERTIME	16
4.6	MAKEUP TIME.....	17
PART 5 - STATUTORY HOLIDAYS AND LEAVE		17
5.1	PUBLIC HOLIDAYS	17
5.2	ANNUAL LEAVE	18
5.3	SICK LEAVE.....	18
5.4	ABANDONMENT OF EMPLOYMENT.....	19
5.5	COMPASSIONATE LEAVE.....	19
5.6	PARENTAL LEAVE.....	19
5.7	JURY SERVICE.....	19
5.8	LONG SERVICE LEAVE	20
5.9	CLOSE DOWN PERIODS.....	20
PART 6 - OCCUPATIONAL HEALTH AND SAFETY.....		20
6.1	INTRODUCTION.....	20
6.2	EMPLOYEE HEALTH SURVEILLANCE PROGRAM.....	20
6.3	DRUGS AND ALCOHOL IN THE WORKPLACE	22
6.4	SMOKING IN THE WORKPLACE.....	23
6.5	PROTECTIVE WORKWEAR AND APPARATUS.....	23
PART 7 – BEST PRACTICE STRATEGIES.....		24
7.1	KEY PERFORMANCE INDICATORS	24

Registered
Enterprise Agreement
Industrial Registrar

1.3 Definitions

For the purposes of this Agreement:

- "Agreement" means the Unimin Australia Limited – Tallawang Enterprise Agreement 2002.
- "AWU" means the Australian Workers Union – New South Wales.
- "Company" means Unimin Australia Limited.
- "Commencement Date" means the date registered by the Industrial Relations Commission of New South Wales that this Agreement comes into operation.
- "Employee" means any person employed by Unimin Australia Limited on a full time, part time, casual or temporary basis.
- "Parent Award" means the Metalliferous Mining Industry (State) Consolidated Award 1995
- "Parties" means Unimin Australia Limited and all employees under the job classifications listed in clause 3.2 of this Agreement who are employed by the Company at the commencement date and the Australian Workers Union New South Wales Branch
- "Parental Leave" means maternity leave, paternity leave or adoption leave.

1.4 Scope and Persons Bound

This Agreement shall be binding upon Unimin Australia Limited, AWU New South Wales branch, and the employees of the Company whose employment;

- (1) Is otherwise covered by the terms and conditions of the Parent Award.
- (2) This Agreement succeeds and replaces an informal over-award arrangement signed by the Company and employees on 9 July 1996. No right or benefit which accrued under this previous arrangement is affected by the supersession of this Agreement.

1.5 Locality

This Certified Agreement will apply to permanent employees whose principle place of work is the Unimin Australia Ltd work site at Dunedoo Road, Gulgong NSW. and to other employees, including casual and contract employees, who work at the Dunedoo Road, Gulgong site.

1.6 Commencement and Duration

This Agreement will come into force upon approval by the Industrial Relations Commission of New South Wales and continue in force until July 1, 2004.

1.7 Relationship to Parent Award and Other Awards

This Agreement is to be read in conjunction with the Parent Award.

The Parent Award covers the employment of production and operational personnel by the Company. Where there is any inconsistency between the Parent Award and this agreement, the terms and conditions of this Agreement shall prevail to the extent of the inconsistency.

1.8 Renegotiation of Agreement

The Parties to this Agreement will commence to review this Enterprise Agreement and renegotiate its provisions at least six (6) months prior to its expiry. The parties will make best endeavours to conclude these negotiations prior to the nominal expiry date.

1.9 Maintenance of Status Quo

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

1.10 No Duress

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

1.11 Purpose of Agreement

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

Registered
Enterprise Agreement
Industrial Registrar

1.12 Signatories

For and behalf of the AWU NSW Branch

R. K. Bellis



Witness

Date: 17/10/02

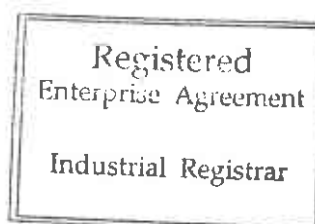
For and behalf of Unimin Australia Limited

 J Williams
Regional Manager



Witness

Date: 3/18/02



PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Full Time Employment

Unless otherwise stated, full time employment is as per the Award.

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

2.2 Part Time Employment

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

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

2.3 Casual Employment

- a. The Company may employ casual employees, on an hourly hire basis; their employment may be terminated by an hour's notice given either by the Company or employee.
- b. Such employees will be paid for ordinary time at the hourly rate for their classification, plus 20%. The 20 % loading is paid as full compensation in lieu of entitlements set out in clause 2.3 (c) and in lieu of permanent status.
- c. Casual employees are not entitled to payment for annual leave, Public Holidays, sick leave and bereavement leave.



2.4 Contract Employment

- a. It is acknowledged that the Company shall have the right to employ contract labour where the situation dictates.
- b. The Company may employ contract employees, on an hourly hire basis; their employment may be terminated by an hour's notice given either by the Company or employee.
- c. Contract employees are not entitled to payment for annual leave, Public Holidays, sick leave and bereavement leave.

2.5 Counselling and Disciplinary Procedure

2.5.1 Introduction

The Company requires all employees to maintain a fair and reasonable output of work, to protect Company property, to co-operate willingly with the Company, act in a fair and reasonable manner towards fellow employees and to comply with all reasonable instructions from management.

When an employee's performance in any area is of a standard unacceptable to the Company, the formal counselling and warning system set out below will be implemented. The formal counselling and warning system includes the use of formal written notification.

2.5.2 Formal Counselling and Warning System

Step 1 – Counselling

The employee will be counselled by the supervisor or senior management. It will be the employee's option as to whether or not he/she desires an employee representative to be present during the issuing of this counselling. The employee will be advised that failure to show the required improvement in the area for which the counselling has been issued or failure to perform satisfactorily in any other area for which further counselling is warranted, will result in proceeding to the second step of the formal counselling and warning system. The counselling will be on file and shall remain on file for a period of twelve (12) months.

Step 2 - First Warning

The first warning is issued to the employee by senior management in the presence of the employee's representative if requested and practicable. The warning will be recorded on file and will remain on file for a period of twelve (12) months. The employee will be advised that failure to show the required improvement in the area for which the warning has been issued or failure to perform satisfactorily in any other area for which a further warning is warranted, will result in proceeding to the third step of the formal counselling and warning system.

Step 3 - Final Warning



The final warning is issued to the employee by senior management in the presence of the employee's representative. The warning will be recorded on file. Copies of the written warning will be provided to the employee's representative if requested to do so. The formal warning remains effective for twelve (12) months. The employee is advised that failure to show the required improvement in the area for which the warning has been issued or failure to perform satisfactorily in any other area for which a further warning is warranted, will result in termination of employment with the Company. Every employee shall have the right, given reasonable notice, to inspect their file regarding warnings to ensure its accuracy.

Step 4 - Termination of Employment

The employee will be advised by senior management that his/her services are to be terminated for a further breach of his/her duties and obligations for which he/she has received previous counselling and warnings. Where practicable, the employee's representative should be present.

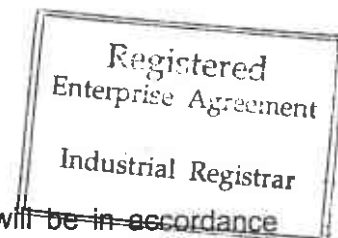
2.5.3 Summary Dismissal

The formal counselling and warning system shall not apply to an employee who performs an act of serious misconduct. Such an act warrants instant dismissal and the offending employee will be advised by senior management of his/her termination of employment. The employee representative will be notified and advised of the dismissal as soon as practicable.

2.6 Dispute Settlement Procedure

2.6.1 Grievance Procedure

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



(A) Procedure Relating To The Grievance Of An Individual Employee

- (1) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (2) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (3) Reasonable time limits must be allowed for discussions at each level of authority.
 - (4) At the conclusion of the discussions, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (5) While a procedure is being followed, normal work must continue.
-

- (6) The employee may be represented by an industrial organisation of employees

(B) Procedure For A Dispute Between An Employer And The Employees

- (1) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (2) Reasonable time limits must be allowed for discussion at each level of authority.
- (3) While a procedure is being followed, normal work must continue.
- (4) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for each procedure.

2.6.2 Arbitration

Where the application of the processes referred to in Clause 2.6.1 fails to resolve the dispute or grievance, the dispute or grievance may be referred to the Industrial Relations Commission of New South Wales for conciliation and if necessary, arbitration.

The parties agree that there shall be no ban, limitation or stoppage while the above mentioned procedure is being applied.

2.7 Redundancy

The redundancy provisions of the Parent Award shall apply to employees covered by this Agreement.

2.7.1 Redundancy: Notice of Termination by the Company and Severance Pay

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

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

Registered
Enterprise Agreement
Industrial Registrar

- (2) Instead of working the notice period, payment in lieu of notice may be made at the discretion of the Company.
- (3) In addition to the period of notice provision, the Company will pay on redundancy, the following amount of Severance Pay in respect of a continuous period of service:

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

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

PART 3 – WAGES AND ALLOWANCES

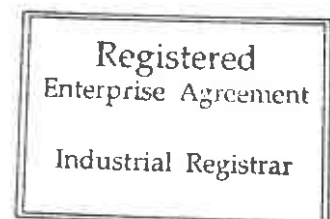
3.1 Wage Rates

Hourly rates year 1: Payable from the date of approval of this agreement:

Multi-skilled Operator	\$18.827 per hour
Engineering Tradesperson	\$20.617 per hour
Skilled Underground Miner	\$20.617 per hour

Hourly rates Year 2: Payable from July 1, 2003:

Multi-skilled Operator	\$19.392 per hour
Engineering Tradesperson	\$21.236 per hour
Skilled Underground Miner	\$21.236 per hour



3.2 Classification

3.2.1 Multi-skilled Operator

The Multi-skilled Operator role is a position requiring flexibility to perform a wide range of activities to aid in the safe and efficient running of the Tallawang mine and surrounding operations, which may include other Unimin Australia Ltd sites.

Multi-skilled Operator responsibilities include, but are not limited to:

1. Safely and efficiently operate both fixed and mobile plant and equipment.
2. Follow the Mines Inspection Act and General Rule.
3. Adhere to Site Safety Rules and Follow 'Duty of Care' guidelines set out in induction training.

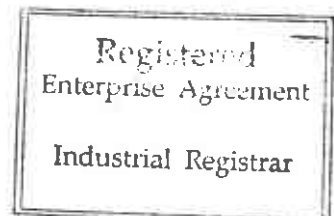
4. Identify and assist in the management of potentially hazardous situations or unsafe work practices.
5. Work to achieve production quality goals and quantity requirements to production plans.
6. Identify and assist in the management of plant/equipment operating problems.
7. Maintain the workplace and site at a high standard of cleanliness.
8. Participate actively in training, and assist to train as required.
9. Assist with other duties on site and activities at surrounding Unimin locations as required.
10. Undertake underground work as required.

3.2.2 Engineering Tradesperson

The Engineering Tradesperson role is an extension of the Multi-skilled Operator role, developed to recognise additional skill, experience and trade qualifications. It is a multi-skilled position requiring flexibility to perform a wide range of activities to aid in the safe and efficient running of the Tallawang mine and surrounding operations which may include other Unimin Australia Ltd sites.

The responsibilities of the Engineering Tradesperson include those of the Multi-skilled Operator in 3.2.1, in addition, the Engineering Tradesperson duties include but are not limited to:

1. Management of consumables and spare parts.
2. Develop and implement maintenance plans for both fixed and mobile plant and equipment.
3. Communicate equipment condition, and maintain equipment maintenance records.
4. Ensure the workshop and stores are maintained in a safe and tidy condition.
5. Carry out maintenance activities to competencies as defined by skills, training and experience.
6. Undertake underground work as required.



3.2.3 Skilled Underground Miner

The Skilled Underground Miner is an extension of the Multi-skilled Operator role, developed to recognise those who have successfully gained competencies in one or both modules of advanced underground hardrock mining, as assessed by Unimin underground management. An overview of current modules is set out below.

The Skilled Underground Miner is a position requiring flexibility to perform a wide range of activities to aid in the safe and efficient running of the Tallawang mine and surrounding operations that may include other Unimin Australia Ltd sites.

The responsibilities of the Skilled Underground Miner include but are not limited to:

1. Safely and efficiently operate both fixed and mobile plant and equipment.
2. Follow the Mines Inspection Act and General Rule.
3. Adhere to Site Safety Rules and Follow 'Duty of Care' guidelines set out in induction training.
4. Identify and assist in the management of potentially hazardous situations or unsafe work practices.
5. Work to achieve production quality goals and quantity requirements to production plans.
6. Identify and assist in the management of plant/equipment operating problems.
7. Maintain the workplace and site at a high standard of cleanliness.
8. Participate actively in training, and assist to train as required.
9. Assist with other duties on site and activities at surrounding Unimin locations as required.
10. Undertake underground work as required.

The following modules provide an overview of the current competency requirements for the role of Skilled Underground Miner:

Module 1 Development

Jumbo

- Face Drilling
- Machine Scaling
- Bolting
- Meshing
- Stripping

Charge-up

- Face Priming
- Loading of bulk explosives

Development Bogging

- Scaling
- Bogging
- Face preparation

Service Installation

- Secondary Ventilation
- Air
- Water

Module 2 Production

Stope Drilling & Blasting

- Drilling and logging of holes
- Stope charging
- Secondary blasting



Remote Loader Operation

3.3 Future Wages Increases and Payment

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

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

3.4 Allowances

3.4.1 Shift Allowances

In order to provide an effective labour cost allocation across all shifts, the Parties agree that shift allowances remain incorporated into the hourly wage rate.

3.4.2 First Aid Allowance

A recognised basic life support certificate is a competency required by all employees.

This competency will be obtained within 6 months of commencement of employment, with a commitment to maintain the currency of the qualification.

The parties agree that the first aid allowance remain incorporated into the hourly wage rate.

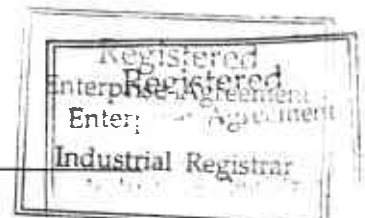
The Company will pay for training costs incurred in obtaining and maintaining the above competency.

3.4.3 Meal Allowance

An employee will be entitled to a meal allowance of \$8.00, payable after the employee has worked beyond 1.5 hours before or after their normal shift has been completed and was not given notice the previous day of such overtime. If notice occurs the day before, no meal allowance will be paid.

3.4.4 Underground Conditions Allowance

An employee will be entitled to an underground conditions allowance equal to 15% of their base hourly rate if a total of two hours were worked underground in any one shift. The underground conditions allowance will be paid for the greater of the employee's usual shift duration or actual hours worked underground.



3.5 Leave Loading

Employees will be paid 20% annual leave loading when annual leave is taken.

3.6 Superannuation

Superannuation is dealt with extensively by legislation. This legislation, as varied from time to time, governs the superannuation rights and obligations of the Parties. The current superannuation scheme for employees covered by this agreement is the AXA Superannuation Fund.

The Company will contribute the Superannuation Guarantee Charge (SGC).

Employees can make their own additional contributions.

Employer contributions will be in accordance with the minimum specified in the SGC and subject to that legislation, be fully vested in each employees name and be subject to the preservation and portability requirements of the Australian Government Occupational Superannuation guidelines.

The fund for all new employees may be changed to the Unimin Australia Staff Superannuation Fund during the life of this Agreement.

PART 4 - HOURS OF WORK

4.1 Operational Efficiency

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

Any changes shall occur after consultation between the Manager and the employees affected.

4.2 Shift Work

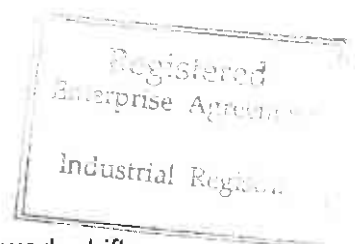
4.2.1 Requirements

All employees are engaged on the basis that they may be required to work shifts as required by the Company. Shifts will be determined in consultation with employees and with notice. Compensation for shift work is included in the base rates presented in Clause 3.1.

The normal roster is developed to include 80 hours of normal rates of pay per fortnight.

4.2.2 Shift Roster Change – Notification

If an employee is required to change shift rosters and less than 48 hours notice is given, the employee will be paid at double the normal rate for the first shift of the new roster that they are required to attend. Where more than 48 hours notice is



given, overtime rates will be applied such that the employee's paid hours for that week will equal the total paid hours that would have otherwise been worked.

4.3 Shower and Wash Up

Personal wash up and/or showering is to be undertaken after the shift has been completed.

4.4 Crib Breaks

4.4.1 When working on the surface on a shift of less than 12 hours, an employee will be entitled to one 20-minute crib break and one 30-minute crib break during such a shift.

4.4.2 When working underground on a shift of less than 12 hours, the 20-minute crib break will be taken as a 10-minute break alongside the 30-minute crib break, providing for a single 40-minute break plus a 10-minute break at shift end.

4.4.3 When working a 12-hour shift, an employee will be entitled to two 20 minute crib breaks and one 30-minute crib break during such a shift. The times at which these breaks will be taken during a shift will be determined by local management in consultation with employees.

4.4.3.1 For mill workers, where the mill is continuously operating, breaks on a 12 hour shift may be taken as two 15-minute, one 30-minute and one 10-minute break, with the ten minute break taken at the end of the shift and prior to leaving the site.

4.4.4 Crib breaks will be staggered if required.

4.5 Overtime

4.5.1 Requirement to Work Reasonable Overtime

The Company may require any employee to work reasonable overtime at applicable overtime rates and any employee is expected to work overtime in accordance with such requirement.

If an employee is unable to meet this requirement, Unimin management will consider the reasons for this.

4.5.2 Overtime Rates

All overtime including Public Holidays will be paid at double time.



4.5.3 Planned Out of Hours Call Outs

Planned out of hours call outs (for example weekend pit pumping) shall be paid at single time for all hours worked.

4.5.4 Time Off in Lieu of Overtime

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

Time taken off under this arrangement is to be on the basis of time off during normal work time at normal rate. i.e. swap a single hour worked for a single hour off, to a maximum of 8 hours on any one occasion.

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

4.6 Makeup Time

An employee may request, with the consent of the Company, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, as agreed. Time taken off must be worked on a one for one basis.

PART 5 - STATUTORY HOLIDAYS AND LEAVE

5.1 Public Holidays

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

New Years Day;

Australia Day;

Good Friday;

Easter Saturday;

Easter Monday;

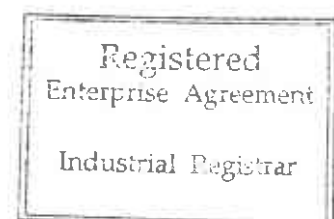
Anzac Day;

Queen's Birthday;

Labour Day;

Christmas Day;

Boxing Day;



and any other holiday proclaimed to be observed throughout New South Wales.

In addition to the public Holidays listed above, employees covered by this agreement will be permitted, without deduction of pay, a single leave day for 'Trade Union Picnic Day', designated for the first Tuesday in November or as agreed with local management.

5.2 Annual Leave

Annual leave will be accrued from an employee's commencement date on a pro rata basis and is subject to the normal conditions of application and approval. Annual leave must be used within twelve months of falling due, unless by agreement. A minimum of two weeks notice is required for an employee to take approved annual leave. This period and timing may be varied at mutual agreement.

5.3 Sick Leave

5.3.1 Definition

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

5.3.2 Entitlement

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

Length of time worked for employer	Rate of accrual of paid sick leave
After 3 months	56 hours
After 12 months	64 hours
Each year thereafter	64 hours

Existing employees engaged up to August 1st, 2001, will be entitled to payment of their accumulated sick leave paid upon the termination of employment with the Company.

All new employees engaged on or after 1 August 2001 shall not have access to payment of accumulated sick leave upon termination with the Company.

5.3.3 Employee Must Give Notice

- a) An employee must notify the Company no later than one hour before start of shift, unless the employee has good reason for not doing so.

- b) The notice must include:
- The nature of the injury or illness (if known); and
 - How long the employee expects to be away from work

5.3.4 Evidence Supporting Claim

Beyond the first four (4) separate sick days per calendar year the manager may request a medical certificate or statutory declaration showing that the employee was unable to work because of injury or personal illness.

For any continuous period of sick leave beyond one (1) day a doctor's certificate or statutory declaration is required.

5.4 Abandonment of Employment

An employee who is absent from work for a continuous period of three (3) working days without notification to the Company shall be deemed to have abandoned employment.

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

5.5 Compassionate Leave

Each employee shall be entitled to up to three days compassionate leave on the occasion of the death and funeral of the employee's spouse, (including de-facto spouse or partner), father, mother, (including foster father, foster mother, stepmother or stepfather), sister, brother, stepsister, stepbrother, child, stepchild, grandparent, parent in law, brother in law, sister in law or other relative or person with whom the employee lived in the structure of a single family unit or can demonstrate some other special relationship warranting the granting of the leave.

Provided that generally an employee will not be entitled to the full three days unless he or she can demonstrate that they are responsible for funeral arrangements.

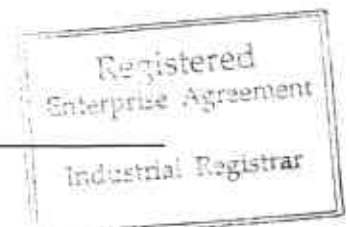
5.6 Parental Leave

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

5.7 Jury Service

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

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



5.8 Long Service Leave

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

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

5.9 Close Down Periods

The Company will endeavour to provide a written notification, one month in advance, stating the period of close down, the number of leave days for which payment will be made, the number of public holidays occurring during the close down period.

PART 6 - OCCUPATIONAL HEALTH AND SAFETY

6.1 Introduction

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

6.2 Employee Health Surveillance Program

6.2.1 Aim

- (1) To ensure that potential new employees are passed "fit for duty" prior to employment offers.
- (2) Through routine and random medical examinations, to assist in minimising the risk to health by exposure to hazardous substances or other occupational hazards in the workplace.
- (3) To ensure that regulatory and legal obligations are maintained between the employee and Company.

Registered
Enterprise Agreement
Industrial Registrar

The cost of the employee medical examinations (PME, RME, RAME & EME) will be paid by the Company. All examinations shall, where possible, be undertaken in Company time. In instances where this is not possible, and with mutual agreement by the Company, the employees may undertake the examinations outside Company time. When this occurs the employees will be paid for such time and must produce a doctors certificate .. The Company shall pay hours worked for any RME.

6.2.2 Pre-placement Medical Examinations (PME)

It is the objective of the Company that a premedical examination is undertaken prior to offering any job to a candidate for an operator or maintenance role. The objective of the PME is to medically examine a candidate on their ability to perform the requirements of the particular job for which they have applied and to identify any pre existing medical condition for workers compensation or insurance purposes.

A candidate must provide consent before a PME can be conducted.

6.2.3 Routine Medical Examinations (RME)

It is the objective of the Company that employees have a routine medical examination at least every two years. Routine examinations can include tests for drugs and alcohol. The RME will include as a minimum:

- a) Spirometry (Breathing)
- b) Blood Tests
- c) Urinalysis
- d) Chest X-Rays
- e) Audiometry (Hearing)



The objective of the RME is to ensure that an employee can safely undertake the job requirements, does not expose their self or others to risk of an injury in performing their job and to monitor an employee's medical condition for workers compensation or insurance purposes.

A candidate must provide consent before a RME can be conducted.

6.2.4 Random Medical Examinations (RAME)

Any employee may be required to undergo a RAME. These examinations can include those examinations defined in RME guidelines, including tests for drugs and alcohol. The RAME carries similar objectives to the RME and is conducted only after an employees consent is obtained.

6.2.5 Exit Medical Examinations (EME)

It is the objective of the Company that all employees have an EME. An EME is not required if an employee departs less than 12 months after the RME. The EME carries similar objectives to the RME and is conducted only after an employees consent is obtained.

6.2.6 Reporting of Medical Examinations

The results of the RME & RAME, in medical terms will be verbally given to the employee at the time of the medical examination and, if there is any medical problem, the Medical Practitioner will send a letter to the employee.

If the individual is fit for work (e.g. medically within normal limits and not subject to any recommended work restrictions), a statement will be issued to the Company by the Medical Practitioner to that effect.

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

Any follow up of work related problems or abnormal results, will be agreed in advance between the Company and the individual concerned.

6.2.7 Retention of Results

The Company will treat related documentation supplied by the medical practitioner as confidential and append to the personnel file of the individual. Records will be retained for at least the legislated period.

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

6.3 Drugs and Alcohol in the Workplace

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

The Company identifies the use of drugs and alcohol in the workplace as a major occupational health and safety risk factor. To this end, any employee found in possession of, consuming or affected by alcohol or illicit drugs on Company premises will be subject to disciplinary procedures which may include Summary Dismissal.

Any employee that believes they have a dependency problem, and wish assistance from the Company to resolve the problem, they should approach the site manager. The employee will then be required to undergo counselling/rehabilitation and not be under the influence of drugs or alcohol in the workplace in the future. Such approaches made by an employee would be strictly confidential and treated on its merits.

6.4 Smoking in the Workplace

The parties to this Agreement acknowledge that smoking at work is an issue which can affect Company productivity, as well as giving rise to health implications. The parties therefore agree to the implementation of the following measures:

- a) Smoking is only permitted in recognised breaks and defined area(s), as defined by local management.
- b) Smoking is not permitted in any buildings and vehicles.
- c) Circumstances relating to breaches of this clause will be considered by management and disciplinary procedures are likely to apply.

The Company is developing voluntary support programs to provide some assistance to employees.

6.5 Protective Workwear and Apparatus

6.5.1 Obligations of Protective Workwear and Apparatus

The Company and the employees recognise the necessity to wear protective clothing and apparatus for the purpose of reducing the risk of injury in the workplace and improving the quality of the workplace environment.

Where necessary, the Company shall provide, free of charge, PPE which employees shall use when undertaking tasks for which the equipment is issued.

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

It is a minimum requirement for employees to wear helmets, safety glasses and safety boots (and any further equipment as defined by management) in designated operating areas.

6.5.2 Issue of Protective Workwear and Apparatus

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

Description	Summer Issue	Winter Issue	Non Seasonal
Socks		2	
Trousers or Shorts or Overalls	2	2	
Shirts	2	2	
Wind Jacket		1	

Registered
Enterprise Agreement
Industrial Registrar

Jumper		1	
Head protection (Cap/Hat/Safety Helmet)			As Required
Boots*	1	1	1 on Request
Safety glasses			As Required
The Summer Issue will occur in October, with Winter issue to occur in April of each calendar year.			

6.5.3 Replacement

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

6.5.4 Special Protective Workwear

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

PART 7 – BEST PRACTICE STRATEGIES

7.1 Key Performance Indicators

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

A Consultative process will be used to develop a set of KPI's within the first year of this Agreement.

Progress will be monitored and reviewed three monthly during the life of this Agreement.

