

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/24

TITLE: **Sandvik Mayfield Enterprise Agreement 2005**

I.R.C. NO: IRC5/5449

DATE APPROVED/COMMENCEMENT: 1 November 2005 / 5 April 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/344.

GAZETTAL REFERENCE: 3 February 2006

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Sandvik Australia Pty Limited, located at Woodstock Street, Mayfield NSW 2304, who fall within the coverage of the Sandvik Mayfield (State) Award.

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

SANDVIK MAYFIELD ENTERPRISE AGREEMENT 2005

This Agreement shall be known as the Sandvik Mayfield Enterprise Agreement 2005.

ARRANGEMENT

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CLAUSE 1 – PARTIES BOUND

This Agreement shall be binding upon:

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

CLAUSE 2 – INCIDENCE OF AGREEMENT

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

CLAUSE 3 – DURATION OF AGREEMENT

This Agreement shall come into operation on the date of registration by the Industrial Commission of New South Wales and shall continue in force until 31 March 2007, and shall continue to be in force thereafter until rescinded or replaced by the parties.

CLAUSE 4 – RELATIONSHIP TO PARENT AWARDS

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

CLAUSE 5 – WAGES

1. Employees covered by this Agreement shall receive the following percentage wage increases on the following dates:
 - (a) first pay period after signing of this Agreement, effective
5th April 2005 4%
 - (b) first pay period after 1st April 2006, effective
4th April 2006 4%

CLAUSE 6 – SUPERANNUATION

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

- (a) Can only be effective on 1st July each year;
- (b) Decision cannot be changed during the year;
- (c) Individual decision must be made prior to this date each year;
- (d) No ceiling will be applied to amount of additional contributions that can be made on a pre-tax basis, however employees will be responsible for ensuring that they do not surpass their age based deductible limits;

CLAUSE 7 – CASUAL EMPLOYMENT / CONTRACT LABOUR HIRE

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

- i) Casual Employees
 - (a) It is agreed that casual employees may be employed to cover fluctuations in workload and to increase flexibility to resource short to medium term peak periods and when permanent staff are absent from work. A casual employee is one who is employed and paid as such.
 - (b) There will be 20% loading on the employed wage rate for casual employment. This loading does not apply to permanent and fixed term employment, and therefore will not continue if employment is made fixed term or permanent.
- ii) Contract Labour Hire
 - (a) It is agreed that contract labour hire employees may be utilised to cover fluctuations in workload and to increase flexibility to resource short to medium term peak periods and when permanent staff are absent from work.

- (b) There will be 20% loading on the employed wage rate for contract labour hire employees. This loading does not apply to permanent and fixed term employment, and therefore will not continue if employment is made fixed term or permanent.
- (c) Consultation will take place between management representatives and employee representatives/site delegates in regard to the employment of contract labour hire. It is understood that contract labour hire is in no way intended to replace the permanent workforce.

CLAUSE 8 – TRADE UNION TRAINING

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

CLAUSE 9 – NO EXTRA CLAIMS

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

CLAUSE 10 - ANTI-DISCRIMINATION

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (4) Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pays to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

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

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

CLAUSE 11 – MEAL ALLOWANCE

An employee required to continue at work on overtime for more than two hours after ordinary ceasing time, without having been notified before leaving work on the previous day that he/she would be required to work overtime shall, at the employee’s option:

- (1) be provided, free of cost, with a suitable meal and another meal for each subsequent meal break into which the work extends; or
- (2) be paid an amount as set out in Item 2 of Table 2 - Other Rates and Allowance, of Part B, Monetary Rates, for such meal. (This amount will be indexed in line with the State Metal Industry Award

CLAUSE 12– CONSULTATION

The parties agree to begin negotiations regarding the next agreement three months prior to the expiration of this agreement.

CLAUSE 12: SIGNATURES

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

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Signature

.....
Signature of Witness

.....
Print Name & Position

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

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Signature

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Signature of Witness

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Print Name & Position

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

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Signature

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Signature of Witness

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Print Name & Position