

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: 97/39

L.R.C. NO: 97/17

DATE APPROVED/COMMENCEMENT: 19 February 1997

TERM: 2 years

**NEW AGREEMENT OR
VARIATION: Replaces EA 441/94**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 61

TITLE: Woodlawn Mines Enterprise Agreement 1996

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Operational Employees**

PARTIES: Denehurst Ltd trading as Woodlawn Mines -&- The AWU-FIME Amalgamated Union, New South Wales Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, and Electrical Trades Union of Australia, New South Wales Branch

\$118

Ex 1

WOODLAWN MINES

Registered
Enterprise Agreement
Industrial Registrar

1996 ENTERPRISE AGREEMENT

Industrial Commission
Cor-Glynn, J.
IRC 97/17

Reviewed by Schmidt Ex 1
19.12.1997 [Signature]
Associate.

INDUSTRIAL AGREEMENT BETWEEN WOODLAWN MINES AND THE ELECTRICAL TRADES UNION OF AUSTRALIA (NSW BRANCH); THE AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING, AND KINDRED INDUSTRIES UNION (NSW BRANCH) AND THE AUSTRALIAN WORKERS UNION FEDERATION of INDUSTRIAL MANUFACTURING EMPLOYEES (NSW BRANCH).

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WOODLAWN MINES

and

**THE AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED
INDUSTRIES UNION NSW BRANCH**

and the

**THE ELECTRICAL TRADES UNION OF AUSTRALIA,
NSW BRANCH**

and

**THE AUSTRALIAN WORKERS UNION AND THE FEDERATION OF INDUSTRIAL
MANUFACTURING EMPLOYEES NSW BRANCH**

Filed with the Industrial Registrar

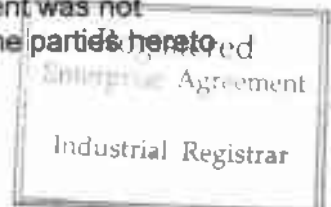
No.

AN INDUSTRIAL AGREEMENT, made this _____ day of _____
One Thousand Nine Hundred and Ninety Four between DENEHURST LIMITED, a
company incorporated in the State of Victoria, trading as "Woodlawn Mines"
(hereinafter called "Woodlawn Mines") of the one part and The Electrical Trades
Union of Australia, New South Wales Branch; Australian Manufacturing Workers
Union and the Australian Workers Union, New South Wales Branch duly registered
industrial unions of employees (hereinafter referred to as "the Unions") of the other
part, whereas the parties hereto have met in conference and agree that the wage
rates and conditions of employment set out hereunder shall be and become an
Industrial Agreement to be filed in accordance with the provisions of the Industrial
Relations Act (NSW), 1996 and shall to the extent dealt with and for the period
prescribed apply to the employment of work done by employees of Woodlawn
Mines. All the parties to this Agreement declare that the Agreement was not
entered into under duress. Now it is hereby mutually agreed by the parties hereto
as follows:-

1. WOODLAWN DEVELOPMENT PROGRAM

This Agreement formally embodies the intention of both Woodlawn Mines and the
employees and their unions in relation to the Woodlawn Development Program
which has been agreed by the parties as an endeavour to genuinely recognise the
real needs of the stakeholders (the employees and the employer) in the enterprise.

This Agreement is the result of a co-operative approach to industrial relations and it
is the intention of the parties to use this approach in any matter that affects
employees and employer jointly. This applies to the formation of policy, procedures
and also to any breakdown in harmonious industrial relations. It is recognised that
in conflict situations the adoption of traditional industrial relations methods, tactics
and stances by one stakeholder is likely to result in the adoption of traditional
industrial relations methods, tactics and stances by the other.



The aim of the Woodlawn Development Program is to ensure that Woodlawn retains the ability to manage and implement management decisions taking into account the views and needs of employees, without employees having a right of veto.

The W.D.P. is defined under the heading "Definitions".

2. DELETED.

3. DEFINITIONS

For the purposes of this Agreement:-

- 3.1 "Day Worker" means an employee other than a shift worker.
- 3.2 "Shift Worker" means an employee working on a one, two or three shift system.
- 3.3 "12 hour Shift Worker" means an employee working in a continuous shift roster, and whose ordinary hours of work are rostered in shifts of 12 hours.
- 3.4 "Afternoon Shift" for an 8 hour worker means any shift finishing after 6 pm and at or before midnight.
- 3.5 "Night Shift" for an 8 hour shift worker means any shift finishing after midnight and at or before 8 am.
- 3.6 For 12 hour shift workers "day shift" means a 12 hour shift commencing between 6 am and 8 am and finishing between 6 pm and 8 pm.
- 3.7 For 12 hour shift workers "night shift" means a 12 hour shift commencing between 6 pm and 8 pm and finishing between 6 am and 8 am the following day.
- 3.8 "Continuous Process" means work carried on with consecutive shifts of persons throughout the twenty-four hours for six or seven consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- 3.9 "Continuous Shift Worker" means a shift worker working in a continuous process as defined in 3.8 above.
- 3.10 "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours notice.
- 3.11 "Employer" means Denehurst Limited trading as Woodlawn Mines.
- 3.12 All references to a "week" in this Agreement shall be thirty eight average ordinary rostered working hours.
- 3.13 "Permanent Night Shift Worker" means an employee who has been rostered for more than seven consecutive normal night shifts.

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- 3.14 An "8 hour worker" is an employee whose ordinary hours of work are rostered in shifts of 8 hours.
- 3.15 "W.D.P." means any activity or combination of activities which furthers the progress of integrated employees' and employers' needs for the purpose of maintaining a viable and profitable organisation and employees' needs for participation in development of policies and procedures which affect them.
- 3.16 "Underground" means within the physical confines of the below ground workings of the mine. All areas outside of this form part of the surface workings of the mine.

4. HOURS OF WORK

4.1 All Employees

Ordinary working hours shall be an average of thirty eight hours per week over the full cycle of the relevant work roster. Ordinary working hours shall not exceed:

- 4.1.1 eight during any consecutive twenty four hours for 8 hour shift workers or
- 4.1.2 twelve during any consecutive 24 hour for 12 hour shift workers or
- 4.1.3 152 in twenty eight consecutive days in the case of both 8 hour shift and 12 hour shift workers.

except in the case of rostering arrangements which provide for the weekly average of 38 ordinary hours to be achieved over a period which exceeds 28 consecutive days.

4.2 8 Hour Day Workers

- 4.2.1 The ordinary working hours shall be worked between 7 am and 5.30 pm Monday to Friday inclusive. Provided that the daily hours may be altered by mutual agreement between the employer and the majority of employees within the daily spread of hours.
- 4.2.2 Thirty minutes each day shall be allowed day workers for crib time which shall be counted as time worked. Such crib breaks shall be taken at such time as will not interfere with continuity of work where continuity is necessary. Underground operations is an area of work where continuity if necessary.
- 4.2.3 Shower time is not normally included in hours worked, however, if a person needs a shower because of the particularly dirty work he/she is doing, then this will be agreed between the person and his/her Supervisor/Superintendent. In the event of the Supervisor/Superintendent not being available the employee must advise a workmate as to his intention to leave the workplace for a shower.



4.3 8 Hour Shift Workers

- 4.3.1 Thirty minutes each shift shall be allowed to 8 hour shift workers for crib time which shall be counted as time worked. Such crib breaks shall be taken at such time as will not interfere with continuity of work where continuity is necessary. Underground operations is an area of work where continuity is necessary.
- 4.3.2 In multiple shift work situations shifts shall rotate, as far as practicable, so that all shift workers shall have a fair share of day shift.
- 4.3.3 Shower time is not normally included in hours worked, however, if a person needs a shower because of the particularly dirty work he/she is doing, then this will be agreed between the person and his/her Supervisor/Superintendent. In the event of the Supervisor/Superintendent not being available the employee must advise a workmate as to his/her intention to leave the workplace for a shower.

4.4 12 Hour Shift Workers

Depending on the needs of the operation, and the particular department, 12 hour shift workers will be provided with crib break or breaks as follow:

either

- 4.4.1 two crib breaks, the first of 30 minutes duration - the second of 20 minutes duration, or
- 4.4.2 one crib break mid shift of 60 minutes.

Such crib break or breaks shall be counted as time worked and shall be taken at such time or times as will not interfere with continuity of work where continuity is necessary. Underground is an area of work where continuity is necessary.



- 4.5 In shift work situations shifts shall rotate as far as practicable so that all shift workers shall have a fair share of day shift.
- 4.6 **Shower time** is not normally included in hours worked, however, if a person needs a shower because of the particularly dirty work he/she is doing, then this will be agreed between the person and his/her Supervisor/Superintendent. In the event of the Supervisor/Superintendent not being available the employee must advise a workmate as to his/her intention to leave the workplace for a shower.
- 4.7 **Underground Work**
- As with surface work, underground work may be performed on either a day work or shift work basis and may be carried out as a rostered continuous 24 hour 365 day operation.
- 4.8 Each Department which works a 12 hour continuous shift roster may, by majority vote of the employees working 12 hour shifts, determine the form of 12 hour continuous roster to be used.

5. CLASSIFICATIONS, RATES OF PAY AND TRAINING LEVELS

The pay rates in this clause have been increased by 3% and will come into effect on the signing of this agreement by all three site unions State Secretaries.

It is also agreed that 9 months from this date there will be a further increase of 3% on the pay rates in this clause for all employees covered by this agreement.

It is also agreed that 15 months from this date there will be a further increase of 2% on the pay rates in this clause for all employees covered by this agreement.

These increases will automatically flow on to the following allowances in this agreement :

| | |
|--|----------------------|
| 1)Level 5 induction allowance | (Clause 5.6.4) |
| 2)Inducted Underground Electrician allowance | (Clause 8.7) |
| 3)Inducted Underground Mechanic allowance | (Clause 8.7) |
| 4)Underground Disability allowance | (Clauses 6.1,9.1,10) |
| 5)Training Allowance | (Clause 12) |
| 6)Acting Supervisor Allowance | (Clause 15) |
| 7)Removal allowance | (Clause 18.8) |
| 8)Shift Allowances | (Clause 20) |
| 9)Meal Allowance | (Clause 25) |
| 10)Standby Allowance | (Clause 31) |

Adult employees shall be paid the weekly rates of pay for the classifications and training levels set out below:

5.1 Metallurgy Training

Movement through Levels 5 to 2 is based on skills learned to a satisfactory level. An operator gains units after successful evaluation. In order to reach Level 2 an operator must gain 480 unit. No-one will be discredited for skill units gained in now defunct positions.

Partial points may be gained in each operating skill on the following basis:

- a) 20% of the unit value if the employee has a general knowledge of the area and can identify equipment.
- b) 60% of unit value if the employee can run the area most of the time without a supervisor.
- c) 100% of the unit value if the employee is competent in the area.

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OPERATING SKILLS

UNIT VALUE

| | |
|------------------------------------|-----|
| Flotation (inc boiler) | 260 |
| O.S.A. and grinding | 160 |
| Dewatering | 180 |
| Control room | 120 |
| Reagents and concentrator load out | 160 |
| Tailings Plant | 270 |

Additional skill units can be obtained by operators gaining Competency Certificates with the following:-

| | |
|--------------------------------|----|
| General Operations Maintenance | 30 |
| Destructive Oxy cutting | 40 |
| Boiler | 30 |
| Bobcat | 30 |
| Mobile crane | 50 |
| Front end loader | 20 |
| Protective covering | 30 |
| Forklift | 20 |
| Bulldozer | 30 |
| Grader | 30 |
| Dump truck | 30 |
| Backhoe | 30 |
| Excavator | 30 |

| | | |
|----------|--|----|
| Level 5 | Basic orientation Passes evaluation | |
| \$463.93 | Gains 30 units | 30 |

| | | |
|-----------------------|---|-----|
| Level 5 (inducted) | Trains in operating skills Passes evaluation | |
| \$473.94 | Gains 90 units | 120 |

| | | |
|----------|---|-----|
| Level 4 | Trains in operating skills Passes evaluation | |
| \$492.13 | Gains 150 units | 270 |

| | | |
|----------|---|-----|
| Level 3 | Trains in operating skills Passes evaluation | |
| \$509.75 | Gains 210 units | 480 |

| | | |
|----------|---|--|
| Level 2 | Passes necessary skill evaluation to satisfactory standard | |
| \$540.43 | | |

| | | |
|----------|--|--|
| Level 1 | Level 2 employees are eligible for advancement to Level 1 based on the employee's judgement, maturity, motivation, attendance record, commitment to undertake and provide to others, training in whatever jobs and tasks may be required, commitment and competence to perform | |
| \$568.84 | | |



tasks allotted to him/her including management of his/her environment, organisation of his/her job and that of others, require a minimum of supervision to work safely and productively, and accept responsibility in training and/or overseeing the work and safety of others

5.1.1 Method of Evaluation

Evaluations shall be undertaken by a team comprised of

- 5.1.1.1 Department Manager
- 5.1.1.2 Area Superintendent
- 5.1.1.3 Supervisor
- 5.1.1.4 Level 1 or Level 2 employees in that area

5.2 CRUSHER - GENERAL MINING SERVICES

Operating Skills

1. Primary hauling and servicing
2. Crusher operations
3. Loading and servicing
4. Mine services
 - Roads
 - Drainage
 - Pit Dewatering
 - Dust Suppression
5. Primary Dozing and Servicing

| | |
|---------------------------|--------------------------------|
| LEVEL 5 | \$463.93 |
| Status summary | Inexperienced |
| Summary of training | Learns 1 operating skill |
| End result | Knows 1 operating skill |
| Time | 3 months |
| LEVEL 5 (inducted) | \$473.94 |
| Status summary | Knows 1 operating skill |
| Summary of training | Learns 1 other operating skill |
| End result | Knows 2 operating skills |
| Time | 15 months |
| LEVEL 4 | \$492.13 |
| Status summary | Knows 2 operating skills |
| Summary | Learns 1 other operating skill |
| End result | Knows 3 operating skills |
| Time | 15 months |
| LEVEL 3 | \$509.75 |
| Status summary | Knows 3 operating skills |
| Summary of training | Learns 1 other operating skill |
| End result | Knows 4 operating skills |
| Time | 15 months |



| | |
|----------------|--|
| LEVEL 2 | \$540.43 |
| Status summary | Knows 4 operating skills |
| Time taken | 48 months |
| LEVEL 1 | \$568.84 |
| | Employees on Level 2 are eligible for advancement to this level based on the employee's judgement, maturity, motivation, attendance record, commitment to undertake and provide to others, training in whatever jobs and tasks may be required, commitment and competence to perform tasks allotted to him/her including management of his/her environment, organisation of his/her job and that of others, require a minimum of supervision to work safely and productively, and accept responsibility in training and/or overseeing the work and safety of others. |

5.2.1 CRUSHER - MINE SERVICES TRAINING GUIDELINES

Level Structure

Level 5 - period 3 months.

All new employees on Level 5 will commence training in Primary Hauling and Service and will be given an evaluation after 240 hours. The employee will also be familiarised with operations in the Crusher and will be evaluated on his/her general knowledge at 3 months. Upon completion, he/she will advance to Level 5 (inducted).

Level 5 (inducted) - period 15 months.

During this period the employee will continue to advance his/her Primary Hauling and Service Skills and be given a final skill evaluation.

He/she will train in crusher operations -

- i.e. Legman duties
- Mechanical repair duties
- Cleanup duties
- Rock breaker operation
- Panel operation



Each duty will be evaluated during the progress of the 15 month period. On completion of a final skill evaluation the operator advances to Level 4.

Level 4 - period 15 months.

Employees on Level 4 train on a third activity and will be required to complete a 240 hours evaluation as well as continuing to multiskill and gain experience in those areas previously achieved. He/she remains on this third activity as much as possible during the first 6 months depending on operational needs. On completion of a final evaluation the employee advances to Level 3.

Level 3 - period 15 months.

Employees on Level 3 will be trained on their 4th activity and will be required to complete a 240 hour evaluation as well as a final skill evaluation on completion of the training.

Level 2

Employees on Level 2 are expected to continue to apply their multiskilling capabilities in those areas where training took place. Operators can elect to progress through the 5th activity if circumstances allow.

Level 1

Employees on Level 2 are eligible for advancement to this level based on the employee's judgement, maturity, motivation, attendance record, commitment to undertake and provide to others, training in whatever jobs and tasks may be required, commitment and competence to perform tasks allotted to him/her including management of his/her environment, organisation of his/her job and that of others, require a minimum of supervision to work safely and productively, and accept responsibility in training and/or overseeing the work and safety of others.

5.2.2 GUIDELINES FOR TIMING OF LEVEL CHANGES

Employees moving through the training program quicker than that specified are subject to the following provisions -

- 5.2.2.1 An employee must serve at least half of the time in any activity.
- 5.2.2.2 The employee must pass the area evaluation
- 5.2.2.3 Operators who have prior experience which can be verified can advance in that activity in half the time.
- 5.2.2.4 No employee may receive a level change based on time and no level change may occur until an employee obtains the required skills.
- 5.2.2.5 All employees will be given the opportunity to achieve skills in 4 areas in 4 years providing all evaluations are passed.
- 5.2.2.6 Employees who fail their 240 hours evaluation shall be taken from that area and will be assigned another activity. If he/she again fails then his/her position in the Company will be reviewed.



5.2.2.7 Time spent in the aborted activity will not count in regard to level changes.

5.2.3 METHOD OF EVALUATION

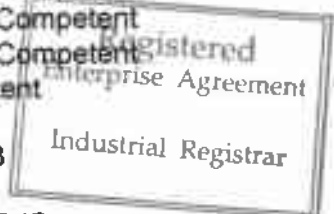
Evaluations shall be undertaken by a team comprised of

- 5.2.3.1 Department Manager
- 5.2.3.2 Area Superintendent
- 5.2.3.3 Supervisor
- 5.2.3.4 Level 1 or Level 2 employees in that area

The evaluation will include the formal 240 hours evaluation as well as review of the operator's performance throughout the whole period. Attitude and attendance will also be taken into account in evaluations. Before an operator advances to his next level, a final skill evaluation must be done, to ensure that multiskilling does take place. The purpose of evaluations is to ensure that operating standards are maintained. The evaluation is a formal measure and recognition of operating skills.

5.3 ADMINISTRATION DEPARTMENT - SECURITY STOREPERSONS

| <u>5.3.1 Training Areas</u> | <u>Degree of Skill</u> |
|-----------------------------|------------------------|
| First Aid | Basic - Competent |
| Rescue | Basic - Competent |
| Occupational Health | Basic - Competent |
| Security | Competent |
| Site Induction/introduction | Basic - Competent |
| Issuing | Basic - Competent |
| Receiving | Basic - Competent |
| Despatch | Basic - Competent |
| Warehouse/Supply procedures | Basic - Competent |
| Inventory Management | Basic - Competent |
| Cataloguing | Basic - Competent |
| Purchasing | Basic - Competent |
| Fork Lift | Competent |
| LEVEL 5 | \$463.93 |
| <u>INDUCTION</u> | <u>3 MONTHS</u> |



During this period of induction the security/storeperson will:

Become familiarised with layout of warehouse and operation of emergency vehicles and equipment.

Gain limited exposure to stores functions to enable understanding of procedures.

Gain first aid certificate.

Exposure to conducting hearing, eye-sight and lung function testing, and other occupational health requirements.

Become competent in security functions and procedures.

Exposure to conducting site inductions and introductions.

On successful completion of an evaluation on the above areas the trainee will progress to Level 5 (Inducted).

LEVEL 5 (Inducted) \$473.94

15 MONTHS

Gain first aid. Advanced Certificate

Become competent in occupational health procedures.

Become competent in site inductions and introductions.

Obtain basic skills of areas of receiving, dispatch, warehouse, inventory and cataloguing.

Become competent in fork lift operation.

Become competent in emergency and rescue procedures.

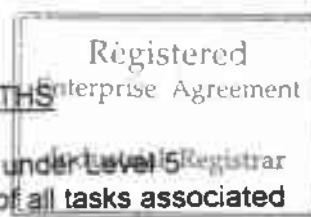
Demonstrate ability to conduct rescue training.

Demonstrate skills over a 6 month application period.

After successful evaluation on the above areas, progression to Level 4.

LEVEL 4 \$492.13

15 MONTHS



Competent performance in the areas listed under Level 5 (Inducted) displaying complete knowledge of all tasks associated with Warehousing, Inventory Management and Cataloguing.

Display over a 6 month skill application period completion of stores paperwork and procedures without error.

LEVEL 3 \$509.75

15 MONTHS

Have an understanding of purchasing including a knowledge of:

Computer ordering

Evaluation of orders

The Security/Storeperson upon successful completion of an evaluation of purchasing will progress to Level 2.

LEVEL 2 \$540.43

A Security/Storeperson can move through the Levels 5, 5 (Inducted) 4, 3, and 2 at his own pace with a minimum time frame of 2 years for the completion of all training areas.

Recognition will be given for relevant Woodlawn experience in any area to allow accelerated progression through the levels, but in no case may a level change be achieved in less than half the specified time.

LEVEL 1 \$568.84

Employees on Level 2 are eligible for advancement to this level based on the employee's judgement, maturity, motivation, attendance record, commitment to undertake and provide to others, training in whatever jobs and tasks may be required, commitment and competence to perform tasks allotted to him/her including management of his/her environment, organisation of his/her job and that of others, require a minimum of supervision to work safely and productively, and accept responsibility in training and/or overseeing the work and safety of others.

5.3.2 METHOD OF EVALUATION

Evaluations shall be undertaken by a team comprised of

- 5.2.3.1 Department Manager
- 5.2.3.2 Area Superintendent
- 5.2.3.3 Supervisor
- 5.2.3.4 Level 1 or Level 2 employees in that area

5.4 GENERAL AREA

Engineering Assistants and General Hands

LEVEL 5 Basic orientation

\$463.93

Duration 3 months

Units required 0

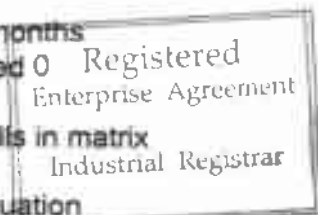
LEVEL 5 (inducted)

Acquires skills in matrix

\$473.94

Passes evaluation

Units required 10



| | |
|----------------|--|
| LEVEL 4 | Acquires skills in matrix |
| \$492.13 | Passes evaluation Units required 10 |
| LEVEL 3 | Acquires skills in matrix |
| \$509.75 | Passes evaluation Units required 45 |
| LEVEL 2 | Acquires skills in matrix |
| \$540.43 | Passes evaluation Units required 55 |
| LEVEL 1 | |
| \$568.84 | |

Employees on Level 2 are eligible for advancement to this level based on the employee's judgement, maturity, motivation, attendance record, commitment to undertake and provide to others, training in whatever jobs and tasks may be required, commitment and competence to perform tasks allotted to him/her including management of his/her environment, organisation of his/her job and that of others, require a minimum of supervision to work safely and productively, and accept responsibility in training and/or overseeing the work and safety of others.

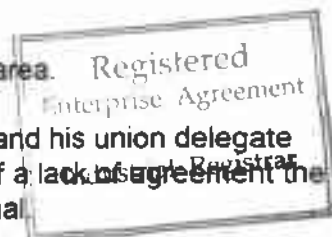
5.4.1 The General Area applies to mechanical and electrical assistants, lube analysers and environmental employees.

5.4.2 METHOD OF EVALUATION

Evaluations shall be undertaken by a team comprised of

- 5.4.2.1 Department Manager
- 5.4.2.2 Area Superintendent
- 5.4.2.3 Supervisor
- 5.4.2.4 Level 1 or Level 2 employees in that area.

5.4.3 In the event of a dispute arising, the employee and his union delegate shall be involved in the team, but in the event of a lack of agreement the decision of the department manager shall be final.



5.5 ENGINEERING DEPARTMENT

Training Areas

Operating Skills and Rates per Week

The seven main operating skills are: electrical, instrumentation, mobile equipment, concentrator, dry plant, environment and central workshop which includes machine shop and fabrication.

LEVEL 5

Mechanical \$542.88
Electrical \$589.99

Status summary
Summary of training

Basic trade knowledge
General knowledge
Woodlawn/trade/equipment training

End result
LEVEL 5 (inducted)

Basically oriented
Mechanical \$549.70
Electrical \$596.18

Status summary

Basic trade knowledge

LEVEL 4

Mechanical \$572.55
Electrical \$622.17

LEVEL 3

Mechanical \$592.75
Electrical \$641.89

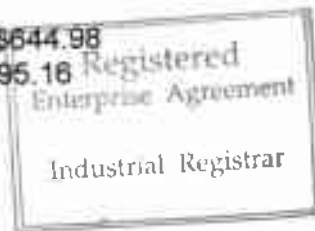
LEVEL 2
(Tradesperson
special class)

Mechanical \$615.72
Electrical \$665.90

LEVEL 1

Tradespersons who have achieved Level 2 are eligible for advancement to this level based on the employee's judgement, maturity, motivation, attendance record, commitment to undertake and provide to others, training in whatever jobs and tasks may be required, commitment and competence to perform tasks allotted to him/her including management of his/her environment, organisation of his/her job and that of others, require a minimum of supervision to work safely and productively, and accept responsibility in training and/or overseeing the work and safety of others.

Mechanical \$644.98
Electrical \$695.18



5.5.1 ENGINEERING TRAINING GUIDELINES

Training Areas

The seven main operating areas are, electrical, instrumentation, mobile equipment, concentrator, dry plant, environment and central workshop which includes machine shop and fabrication.

5.5.2 All tradespersons working at Woodlawn have the opportunity to participate in the on-the-job training program.

5.5.3 This program is organised around a 4 tiered level system, with a newly arrived tradesperson being Level 5 and a fully Woodlawn skilled tradesperson being Level 2, and the classification equivalent of a tradesperson special class when compared with industry generally.

5.5.4 Evaluations shall be undertaken by a team comprised of

5.5.4.1 Department Manager

5.5.4.2 Area Superintendent

5.5.4.3 Supervisor

5.5.4.4 Level 1 or Level 2 employees in that area.

5.5.5 In the event of a dispute arising, the employee and his union delegate shall be involved in the team, but in the event of a lack of agreement the decision of the department manager shall be final.

5.5.6 With the exception of a period to move from Level 5 to Level 5 (inducted) (this being to a maximum of 3 months) a tradesperson can move through the Levels 5, 5 (inducted) to 2 at his/her own pace subject to the following sub-clause.

5.5.7 It must be recognised that frequency of job occurrence limits the Superintendent's ability to expose each tradesperson to all jobs in his/her area during any given period, none the less Woodlawn will endeavour to provide maximum job exposure during a four year period for each tradesperson. This sub-clause must be read in conjunction with the General Training Guidelines but there will be no progression based on time served. Progression depends on fulfilment of minimum time and skill requirements.

5.5.8 His/her trade strengths and weaknesses will be assessed, prior knowledge and skill will also be assessed and placed in the area matrix. Any other formal qualifications applicable to the job will be recognised and the appropriate grading in the level system will be given.

i.e. If an electrical fitter has an electronic technician's certificate and is able to prove his/her competence he/she will move to Level 4.

5.5.9 Formal classroom training will be provided as circumstances and the need to reinforce practical skills demand.

5.5.10 The area matrix has a number of functions:-

5.5.10.1 To give the tradesperson and the Superintendent a knowledge of the individual's known skills. This will allow better scheduling of skills to perform jobs and give direction as to the new exposures required so that the tradesperson can progress at a rate satisfactory to both parties.



- 5.5.10.2 Movement through the levels will be based on a tradesperson having achieved a certain percentage of the skills nominated within the matrices.
- 5.5.10.3 Enables a tradesperson who has reached the matrix Level 2 and has therefore satisfied all the criteria necessary to qualify for the classification of Tradesperson - Special Class and will attract the Level 2 rate.
- 5.5.10.4 Similarly a tradesperson who has reached the status of Level 1 will be classed as Tradesperson - Special Class Level 1.

5.6 UNDERGROUND MINE DEPARTMENT - Operators

Remuneration and training for underground operators shall be by the application of the multiskilling system to the underground workforce. Remuneration will not be by way of, nor will the rates of pay for classifications set out here under be added to or supplemented in any way by any payments under any form of piece work, contract, incentive or bonus system of payment.

5.6.1 General Conditions

- 5.6.1.1 There will not in the future be any union claim to add to either the number of levels or payment increments within the underground operators multiskilling program. That is, the number of levels in the system is firm and fixed at 5, with Level 5 being the classification appropriate to unskilled underground operators, and Level 1 being the classification for a multiskilled underground Level 1 miner.
- 5.6.1.2 Progression through the multiskilling system from unskilled operator status, to that of multiskilled Level 2 underground miner shall only be by way of participation in the multiskilling training program with payment increments being attained only as appropriate skill levels are achieved. There is no promise that any employee will progress through the system to underground miner. There shall be no progression through the system on a basis of time served.
- 5.6.1.3 That there will be no future claims by underground employees for any form of contract, incentive or piece rate system of work, and in particular that they should continue to oppose the pursuit of any such claim.

5.6.2 Training Objectives

The object of the underground multiskilling training program is to train underground operators through the accumulation of work skills and experience, to be able to perform all or any of the tasks associated with the underground mining cycle on a particular shift.

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5.6.3 Training Program Structure

All employees entering the underground training system shall commit to participation in the full underground training program to the best of their ability.

The program shall consist of the following 6 modules, of which the first, Module A, is compulsory.

Module A - basic skills - 400 hours duration - compulsory

Operational Skills:

Module B - trucking - minimum time 600 hours, normal 1000 hours

Module C - loading - minimum time 600 hours, normal 1000 hours

Module D - blasting - minimum time 600 hours, normal 1000 hours

Module E - services - minimum time 600 hours, normal 1000 hours

Module F - specialised drilling

This Module F is twice the size of the other operational skills, B, C, D, and E, and carries twice the weight of each of those.

The minimum time requirement is 1200 hours with a normal time of 2000 hours. At least 600 hours of this time must however be spent on the production drilling Jumbo. The remainder may be made up on specialised drilling machines.

5.6.4 Progression through the levels

There will be no progressions through the system based on time alone, acquisition of skills and successful evaluation are the requirements for level changes.

Progression through the modules in less than the normal time shall be for employees with previous Woodlawn experience or for an employee who shows exceptional ability.

Time is a minimum requirement before which evaluations may not be attempted. Woodlawn retains the right to transfer out employees unsuited to the underground.

Level 5 Operator

A new employee will commence at Level 5 and after 400 hours receive an evaluation in basic skills. If successful, he will receive the \$12.39 induction allowance and remain Level 5. If unsuccessful, he will not be employed further underground.

After successful evaluation in basic skills, an employee must then complete training in at least one operations skill B, C, D or E. On completion and successful evaluation of both basic skills and one operational skill, the employee will progress to Level 4.



The trainee would have been on Level 5 for a minimum period of 1000 hours or up to or above a normal period of 1400 hours, and would have been evaluated on basic skills and one operational skill, i.e. Module A and one of Modules B, C, D, E.

Level 4 Operator

On Level 4 the trainee must train and successfully be evaluated in the three remaining modules from B, C, D, E, or one module from B, C, D, E together with Module F.

After successful evaluation in the modules that the trainees have taken they can then progress to Level 3 and receive the pay rate for that level. The trainee would have been on Level 4 for a minimum period of 1800 hours or up to or above a normal period of 3000 hours and would have been evaluated on the three remaining modules from B, C, D, E or one additional modules from B, C, D, E and Module F.

Level 3 Operator

On Level 3 the trainee must train and successfully be evaluated in the two remaining modules from B, C, D, E or Module F.

After successful evaluation in the modules that the trainees have taken and with the approval of the Registered mine Manager they can then progress to Level 2 and receive the pay rate for that level. The trainee would have been on Level 3 for a minimum period of 1200 hours or up to or above a normal period of 2000 hours and would have been evaluated on the two remaining modules from B, C, D, E or Module F.

Progression from unskilled to Level 2 Miner will require a minimum of 4000 hours or up to or above a normal 6400 hours.

Level 2 Miner

To reach Level 2 the employee must have completed a minimum of 4000 hours and been successfully evaluated in all operational skills.

Level 1 Miner

The requirements to reach Level 1 are not based on the accumulation of additional operational skills, nor are they particularly time based. Evaluations for Level 1 status will be conducted by the Registered Mine Manager, superintendent, supervisors and other Level 1 miners, and be based on the employee's judgement, maturity, motivation, acceptable work attendance record, commitment to undertake training on any equipment or in any area should it be deemed necessary, attitude and competence to perform any task given him/her in the mine including management of his/her environment, organisation of all



aspects of his/her job, require a minimum of supervision to work safely and productively in any job allocated to him/her, accept responsibility in training and or overseeing the work an safety of others.

5.6.5 Underground Pay Rates

Pay rates for underground operators and miners are the following:

| | |
|---------------------------|-------------------|
| Level 5 operator | \$513.84 per week |
| Level 5 inducted operator | \$526.23 |
| Level 4 operator | \$553.63 |
| Level 3 operator | \$598.96 |
| Level 2 miner | \$642.39 |
| Level 1 miner | \$678.32 |

5.6.6 Training Program Content

Module A - Basic Skills

Basic skills training shall include the following material: induction, first aid, Mines Inspection Act, underground emergency procedures, travelling underground, sign posting underground, influence on others whilst underground, manual handling, compressed air procedures, barring down, basic vehicle operation, hand-held rock drills, construction work, installing services, pumping, basic ground control, basic explosives.

Further, basic induction training for underground employees shall include a period of work with tradesmen in the workshop, paid for at underground rates to obtain training in basic mechanical skills.

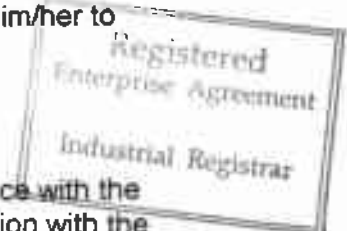
Evaluation will be conducted regularly throughout this module of the course as topics are covered and in conjunction with a final assessment the trainee will be evaluated for progression any further in the program.

Should any employee not achieve a satisfactory result or be unsuited to underground, Woodlawn may require him/her to transfer to other duties on the surface.

Modules B to F

The content of these modules shall be in accordance with the programs developed and implemented in consultation with the workforce in the Underground Department from time to time.

Training in the Operational Skills B to F may not however commence prior to the satisfactory completion and evaluation in Module A - basic skills training and advancement to Level 5 inducted status.



Training in operational skills modules will be undertaken as follows:

Initial training will concentrate on elements of the particular operational skill module. At the completion of the minimum time, an evaluation will be carried out to assess further training requirements. The employee will continue in that function until the normal time has expired unless there are exceptional circumstances warranting an early level change.

On completion of normal time the employee will be formally evaluated. A successful evaluation will result in progression to the next level. An unsuccessful evaluation will result in either further time in that function, or removing the employee to another function without a level change.

As part of each module an employee will be required to do ancillary work from other operational skills modules. This ancillary training will form part of the training requirement and be credited towards the training requirements of that other operational skill, rather than the module in which the employee is primarily training.

Employees will however be given sufficient time and opportunity to allow the primary training theme to proceed effectively.

5.6.7 Guidelines for timing level changes

5.6.7.1 It is expected that all employees with the ability to do so will progress through the levels at the completion of 400 hours for basic skills, at the completion of a further 1000 hours before being evaluated and if successful promoted to Level 4. Progression from Level 4 to Level 3 should normally involve the completion of a further 3000 hours, with a further 2000 hours for the attainment of Level 2 status.

The minimum time requirements are however -
400 hours for Level 5 to Level 5 inducted.
600 hours for Level 5 inducted to Level 4
1800 hours for Level 4 to Level 3
1200 hours for Level 3 to Level 2

Promotion from level 2 to Level 1 has no particular time requirement attaching to it.

To reach Level 2, the minimum time requirement is 4000 hours, and the expected normal time, 6400 hours.

Employees may expect to advance through levels in less than the normal time where -

- (a) The employee has exceptional ability or
- (b) The employee has previous relevant Woodlawn experience.



- 5.6.7.2 In no case may an employee move from one level to the next in less than the minimum time.
- 5.6.7.3 No employee will move to a higher level classification or rate of pay until he/she has been evaluated as competent in the skills and work required at the lower levels in the system. There will be no progression in levels or rates of pay on the basis of time spent in training activity alone.
- 5.6.7.4 If any employee has served his/her time in a particular activity but has been unable to satisfy the assessment for a particular Operational Skills Module, he/she may with the agreement of the Registered Manager, be allowed to proceed to training in another operational skill. In that case, however, he/she would train at his/her existing level, and not progress in either level or pay until acquiring the new operational skill. No credit in level status or pay rates will be made in relation to the failed activity.
- 5.6.7.5 Woodlawn will endeavour to provide the opportunity for all capable of achieving level 2 to do so within the normal time of 6400 hours.
- 5.6.7.6 All employees entering the underground operators training system shall commit to participation in the full underground training program to the best of their ability.

5.6.8 Termination of Woodlawn Employment

On termination of employment at Woodlawn, each underground operator will, on request, be provided with a written statement signed by the Registered Mine Manager, stating the time spent by the employee in underground work, and the level of experience gained.

5.6.9 Trainers

Employees receiving training in any module shall be trained by any Registrar or other person competent in that module.



5.6.10 Evaluations

- 5.6.10.1 It shall be the responsibility of the Registered Mine Manager to ensure that persons employed underground are competent to be so employed and if at any time an employee is regarded by the Registered Mine Manager as being unfit for underground work, that employee shall be transferred out of underground.
- 5.6.10.2 Throughout the training and after, an employee will be required to retain and apply skills already obtained. The ultimate responsibility for determining an employee's competence shall rest with the Registered Mine Manager.

5.6.10.3 Employees may not be downgraded in level status or pay up to and including Level 2. However, Level 1 employees may as a result of ongoing evaluation be demoted in level and pay. In such a case the employee will be advised of the reasons and may elect to have a union delegate or fellow employee present when that occurs.

5.6.10.4 There will be no progression from one skill or payment level to the next on the basis of time served or seniority alone. Progression will occur only on completion of at least the minimum time requirement of each training module and a successful evaluation in that module's content.

5.6.10.5 Competence in basic skills shall be a prerequisite to any further progression through the underground multiskilling operator's training program. Failure to pass the basic skill training evaluation may, at the discretion of the Registered Mine manager, result in the employee's transfer out of the underground.

5.6.10.6 Evaluation of competence in each operational skill training module shall comprise a formal evaluation and a review of the employee's performance over the full period of training including a practical skills assessment. Before progression to the next training or payment level may occur, a further formal evaluation comprising of written test and practical assessment shall be made. An account will be taken of attitude and attendance.

5.6.10.7 Evaluations shall be conducted by a team consisting of the following:

- 5.6.10.7.1 Department Manager or his/her deputy
- 5.6.10.7.2 Underground Superintendent
- 5.6.10.7.3 Supervisor
- 5.6.10.7.4 One operator from the employee's crew, competent in the work and skills being assessed.



5.6.10.8 The final arbiter of competence shall be the Registered Mine Manager.

6. TRANSFER - SURFACE TO UNDERGROUND - NORMAL TIME AND OVERTIME - OPERATORS AND MINERS

6.1 A surface employee who permanently transfers underground shall receive the surface operator's rate of pay attaching to his/her surface level status, and shall receive an underground allowance of \$1.39 per hour for time worked underground calculated to the next nearest completed hour. He/she will remain on that level of remuneration until he/she attains an underground level status with pay rates more than or equal to the sum of his/her surface rate and underground allowance. At that point he/she will no longer receive the allowance as a separate pay component.

- 6.2 Surface operators working temporarily underground will retain their surface rate of pay, their surface level status and will receive an underground allowance of \$1.39 per hour for time worked underground calculated to the next nearest completed hour.

Thus a Level 1 operator from the Concentrator working underground for a shift would receive Level 1 Concentrator rate of pay plus \$1.39 for each hour worked underground.

7. TRANSFER - UNDERGROUND TO SURFACE - NORMAL TIME AND OVERTIME

- 7.1 Underground operators working on the surface will be paid surface, not underground, rates of pay. Except in the case of Level 1 employees who would transfer to Level 2 status in a new department, underground employees will receive the surface rate of pay appropriate to either their underground level status, or if previously employed on the surface, their surface level status, whichever is the greater. Thus:

7.1.1 A Level 1 Underground Miner working in the Concentrator would assume Level 2 status and would receive the Concentrator Level 2 pay rate.

7.1.2 A Level 2 Underground Miner who previously worked on the surface with new Level 1 status would, when working in the Concentrator, become Level 1 Surface and receive the Concentrator Level 1 pay rate.

7.1.3 An underground Level 4 Operator who had NOT previously worked on the surface would, when working in the Concentrator, retain their level status and would receive the Concentrator Level 4 pay rate.

- 7.2 However, where an underground employee works on the surface as part of his/her underground employment, for example in receiving training or attending meetings, he/she will be paid the appropriate underground rate of pay. This does not apply, however, to overtime shifts on which the employee elects to work overtime on the surface in which case he/she will receive overtime penalties at surface, not underground, rates.

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8. TRADESPERSONS WORKING UNDERGROUND

8.1 General Conditions

- 8.1.1 Tradespersons employed at Woodlawn Mines may be expected both to work in the underground, and participate in the underground induction.
- 8.1.2 Except for the period of the 400 hours underground induction, for which an electrical tradesperson may choose to volunteer, electrical tradespersons will remain employees of the surface Engineering Department, and will at all times other than for the period of the 400 hours induction start and finish work in the same manner as all other surface employees.
- 8.1.3 Underground induction training for electrical tradespersons shall be monitored to ensure it remains appropriate.
- 8.1.4 Woodlawn will ensure that tradespersons committing to underground work and/or the underground induction are not prejudiced in attaining Level 1 status through the appropriate tradespersons multiskilling training program.

8.2 Induction for Tradespersons Working Underground

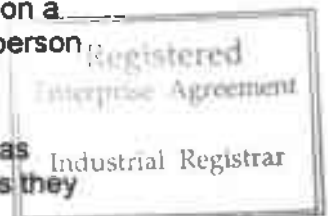
To enable tradespersons to work independently on either an itinerant basis or as part of the regular underground crew, in a manner such that they are competent to travel alone, enter workings and do complete jobs from start to finish alone in accordance with the principles of multiskilling that apply site wide, tradespersons, whether mechanical or electrical, will be provided with the following induction training. Participation in the program will be on a voluntary basis, but shall be compulsory for any mechanical tradesperson wishing to work regularly underground.

It is not the purpose of the induction training to train tradespersons as miners. However it is the intent that the principles of multiskilling, as they apply in the surface operations are capable of application in the underground. To that intent training encompasses safety training, familiarisation with underground conditions, work, procedures and equipment, and training in the operation of that equipment to the extent that may be necessary to allow tradespersons to do complete jobs in accordance with the principles of multiskilling.

8.2.1 Training Content

Induction training for tradespersons to enable them to travel or work alone underground on an itinerant basis or as part of the underground crew shall consist of the following:

First aid, Mines Inspection Act, underground engineering procedures, travelling underground, sign posting, influence on others whilst underground, manual handling, compressed air procedures, barring down, handling explosives, ventilation procedures, basic vehicle



operation, rock drill operation, construction work, installing services, pumping, basic ground control.

8.2.2 Training Structure

| | |
|--------------------------------|--|
| Pay rates | An increase in pay rates (see Schedule at 8.7) will be paid to each tradesperson upon successful completion of the 400 hour training and evaluation, subject to the terms and conditions detailed hereunder. |
| Skill Status Prior to Training | Unable to operate independently as a tradesperson underground |
| Aim of Training | To equip tradespersons to travel and work alone underground independently. |
| End Result | Competent to work underground independently as a tradesperson at the level status obtained already in the Engineering multiskilling program. |

Minimum Time - 400 hours.

8.3 General Conditions

- 8.3.1 The accumulation of additional knowledge and skills after the attainment of Level 1 is a normal part of industrial life at Woodlawn, normally not attracting additional level or payment increments.
- 8.3.2 For any new or existing employee wishing to be employed as a tradesperson as a regular worker in the underground, underground induction training adds 400 hours to the length of time required to become a fully skilled tradesperson at Woodlawn. This training is in addition to, not substitution for, existing surface training requirements for tradespersons.
- 8.3.3 A newly employed tradesperson employed for underground work takes at least twenty six and one half months to become fully qualified as a Level 2 underground tradesperson.
- 8.3.4 On that basis, and that basis alone, the additional payment will be made to and retained by tradespersons regardless of the place of his/her work on a particular shift, provided that it is not used as a precedent to secure any addition to the five levels of skill and payment in the multiskilling program, nor as the basis of claims for increased remuneration by way of relativity claims or otherwise. It is not the intent of this clause to otherwise preclude any union from pursuing work value claims.
- 8.3.5 This training and remuneration is available to no other classifications of labour other than tradespersons.

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8.3.6 It is Woodlawn's intent to provide all tradespersons desiring the opportunity to participate in the underground training program for tradespersons the opportunity to do so over time.

8.4 For a tradesperson entering the workforce at Level 5, and wishing to obtain training as an underground tradesperson, it shall be necessary for him/her to first complete the three month surface induction before partaking in the 400 hour underground induction. The total period of induction for such an employee shall be five and a half months.

8.5 Recognition in payment scales for completion of the underground induction will be by way of an increased margin for induction which will be carried through pay scales as a constant monetary amount for all tradespersons, no matter what trade they possess nor what level in any training matrices they have achieved, and will be retained by them while these skills remain available to Woodlawn within the employee's classification, regardless of the employee's place of work on a particular shift.

8.6 Evaluations

8.6.1 Evaluations will be conducted regularly throughout the induction as topics are covered and in conjunction with a final assessment, the trainee will be evaluated as to his/her suitability for underground work. Once persons are competent in the required skills, provision will be made for peers to be involved in the evaluation process. Should an employee not achieve a satisfactory result, he/she may be required to transfer to other duties on the surface. However, the Registered Mine Manager shall be the final arbiter as to a person's competence to work underground.

8.6.2 If, in the opinion of the Registered Mine Manager, at any time, an employee is unsuited to underground work, he/she may be transferred to other duties on the surface. This action will be subject to the provisions of the Behaviour Code and Grievance Procedures.

8.7 Engineering Department - Pay Rates after Successful Completion of Underground Induction

| | Mechanical | Electrical |
|------------------|------------|------------|
| LEVEL 5 | \$542.88 | \$589.99 |
| LEVEL 5 Inducted | \$562.07 | \$609.35 |
| LEVEL 4 | \$585.34 | \$635.33 |
| LEVEL 3 | \$605.94 | \$655.05 |
| LEVEL 2 | \$628.88 | \$679.03 |
| LEVEL 1 | \$658.13 | \$708.31 |

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8.8 Tradespersons Employed on an Itinerant Basis Underground

Tradespersons who have not commenced or partaken in the induction programme for tradespersons working regularly underground as part of

the underground crew, shall for reasons of safety, be provided with the following:

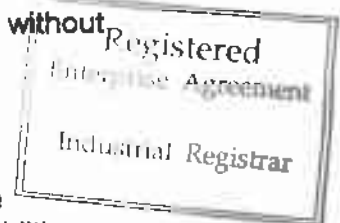
- 8.8.1 A four hour safety and underground familiarisation instruction prior to working underground.
- 8.8.2 In travelling in an unsecured area of the underground workings of the mine, such tradespersons shall be accompanied by a competent person. A competent person for the purpose of this subclause shall be any person who is competent to travel alone and recognise ground conditions.
- 8.8.3. A competent person for the purposes of this clause shall be a person who has either completed the basic underground induction of 400 hours, either a tradesperson or an operator, or alternatively a person who has qualified as a miner under the terms of the Mines Inspection Act 1901.
- 8.8.4 Upon arrival at the actual underground work situation, the itinerant tradesperson who has not partaken in the 400 hours basic underground induction will be instructed in the environment by a competent person. He/she will not be required to work alone in any unsecured area of the workings. When working in secured areas of the workings, such tradespersons may work alone provided that the tradesperson is provided with instruction on or the means of obtaining assistance if it is required.
- 8.8.5 Although an electrical tradesperson who has not completed the 400 hours underground induction training may under subclause 8.8.4 above work alone underground, no such electrical tradesperson will be forced against his or her will to work without a competent person within hearing distance.

9. TRADESPERSONS UNDERGROUND DISABILITY ALLOWANCE

- 9.1 As compensation for all or any disabilities associated with the underground environment, working conditions and work, in addition to their normal pay rates, tradespersons shall receive by way of allowances, the amount of \$1.39 per hour for all time actually spent working underground, calculated on each day, on the basis of the total time actually spent underground to the next nearest completed hour.

Subject to the provision of subclause 9.2 below, this allowance shall be paid only for time actually spent in underground work and for no other purpose. It will however, whilst employees are actually employed underground, attract overtime penalties for all time and at the rate, in respect of which the employees' wages also attract penalties.

- 9.2 Tradespersons who actually work more than two hours underground on a particular shift shall be paid the underground allowance at the appropriate ordinary time or penalty rate for the whole shift.



- 9.3 Tradespersons who actually work in total time less than two hours underground on a particular shift will attract the underground allowance only for time actually spent in the underground work, calculated to the next nearest completed hour, regardless of whether that tradesperson is part of the regular crew, or working underground on an itinerant basis.

10. SECURITY STOREMEN'S UNDERGROUND DISABILITY ALLOWANCE

As compensation for all or any disabilities associated with the underground environment, working conditions and work, in addition to their normal pay rates, security/storepersons shall receive by way of an allowance the sum of \$1.39 per hour for all time actually spent working underground calculated on each day to the next nearest completed hour.

This allowance will be paid only for time spent working underground, and for no other purpose, but will whilst the employee is working underground attract overtime penalties for all time so worked at the rate at which the employee's wages also attract overtime penalties.

This allowance will not be paid on a mixed functions basis for time worked on the surface by security storemen.

11. GENERAL TRAINING GUIDELINES

The training levels, classifications and rates of pay in Clause 5 above are based on the following major considerations:

- 11.1 These guidelines are intended to ensure fairness and consistency throughout Woodlawn in regard to training opportunities and standards. Only in circumstances where the particular needs of individual departments cannot be satisfied by these general guidelines will they be subordinate to the Departmental guidelines. Particular needs of individual departments will be determined by the Department (management and employees) concerned and the Employee Relations Department. The particular needs relating to training for underground workers have been identified by this process, and to the extent that the provisions relating specifically to underground training conflict with the provision of this clause, the specific provisions of the specific clauses relating to underground training shall prevail.
- 11.2 An attempt will be made to give every employee the opportunity to progress to Level 2 over a period of 48 months but no guarantee can be given that this will always occur. All employees shall be required to participate in the multiskilling training program applicable to them, to the full extent of their ability.
- 11.3 The Woodlawn commitment to a 48 month program is based on a consideration of -
- whenever possible employees will be given every opportunity to progress;



- trainer manpower is a limiting factor;
- equipment availability is a limiting factor;
- production demands limit training opportunities.

Progression from one level to another is however dependent on fulfilling the minimum time required and attainment of the required skill standard. No time based progression from one level to the next may occur and no pay increase will be payable until the employee has satisfied the training requirement for advancement to the next level. The time scales do not apply to the Engineering Department as definitely as they do the other departments because of the particular training requirements of the Engineering Department.

- 11.4 *Operating Areas* define segments of the Woodlawn operation and the skill and knowledge necessary to work effectively in any one area.

Training Units are defined courses of study and practical experience leading to increased knowledge - skills.

Lessons are formal or on-the-job instructions within any Training Unit.

Evaluations are objective assessments of skill and knowledge. Evaluations occur after lessons, after completion of training units and at the time of movement from one level to another. Evaluations must be fairly applied as the whole program will become meaningless if employees drift through it without increasing abilities.

- 11.5 Clearly identified prior experience may lead to quicker progression from one level to the other. Lesson and training unit evaluations may be taken without attendance at training sessions.
- 11.6 Experience is a factor in determining movement from one level to another. All employees must spend at least half of the time in each level where this is applicable. A fully experienced, very qualified employee cannot progress to Level 2 in less than 2 years.
- 11.7 Access to assistance in external training including post trade courses shall be provided to employees dependent on individual and departmental requirements in accordance with Woodlawn's education assistance policy. Copies of that policy are available from the Pay Office. (It should be noted that the policy and its application are discretionary matters).
- 11.8 **Transfers between Departments**

Except in the case of a Level 1 employee who transfers to Level 2 in a new department an employee transferring within his/her classification from one department to another shall retain his or her level status pay (except as provided in relation to transfer from surface to underground and vice versa in which case the provisions of Clauses 6 and 7 above shall apply) provided



- 11.8.1 He or she commits to training to at least the same level of competence and skill in his/her new department and
- 11.8.2 He or she will not receive any further increment in pay or level status until he/she has been evaluated as competent to the level in his/her new department at which he/she transferred.
- 11.8.3 Whilst retaining his/her pay status he/she shall be designated Level 5 skill status upon transfer to a new department and must pass the required evaluations in order to be elevated in skill status in the new department.



11.9 Re-employment

Any employee who has ceased to be employed by Woodlawn Mines and is subsequently re-engaged shall be re-employed under the following conditions -

11.9.1 For the period of 3 months from the time of re-engagement, he/she shall be classified and paid as a Level 5 employee in the classification in which he/she is re-employed.

11.9.2 At the completion of that 3 month period he/she shall be given an evaluation in the normal way as to his/her skills against the training package current for the classification and in the department in which he/she is re-employed, and he/she shall then be classified and paid as from the date of evaluation accordingly.

11.10 In all departments and training programs, no employee may be demoted from Levels 4, 3 or 2 in his or her respective department. Demotion may however occur from Level 1 back to Level 2, if the employee concerned ceases to display the characteristics and qualities required at that level.

In any such case, the employee concerned will be provided with the reasons for demotion, and may at his/her option have a fellow employee or union delegate present during the explanation. Such a demotion will not however prevent the employee from later re-acquiring Level 1 status.

12. TRAINING ALLOWANCE

A training allowance will be paid to employees nominated to prepare training packages or conduct classroom training and are made responsible for the initial training of a workmate who has entered a new area for the first time. The initial period for any new area initiation is 5 days maximum. The allowance is \$21.56 per day or part thereof in the case of 8 hour shifts, and \$32.39 per day in the case of 12 hour shifts.

13. FLEXIBLE WORK PRACTICES

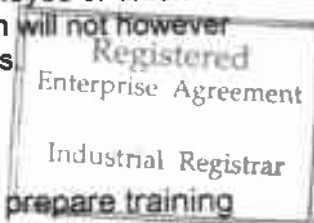
Employees will maintain an ongoing commitment to positive flexible attitudes to the allocation and performance of work as a team regardless of title or classification. In attaining team and organisational goals the following will apply:

13.1 Work will be allocated and performed as between all employees whether between -

13.1.1 Different classifications of the award workforce.

13.1.2 Award employees and staff employees or

13.1.3 Staff employees and award employees, on the basis only of:



- 13.1.3.1 Commonsense
- 13.1.3.2 Competence
- 13.1.3.3 Safety

13.2 In relation particularly to staff employees performing award covered work, and award employees performing staff work.

13.2.1 Award employees may on a voluntary basis stand in for supervisory and other staff in an acting capacity, and

13.2.2 Supervisory and other staff may within the bounds of commonsense, competence and safety perform tasks of award employees.

13.3 In application of this clause allowing for flexible work practices Woodlawn will ensure that -

13.3.1 Supervisory staff will retain the role of supervision as their primary function.

13.3.2 Woodlawn will not retrench any award employee and replace him/her in his/her previous job by the employment of additional supervisory staff.

13.3.3 The performance of tasks by staff will be done openly and concealed or hidden from no-one.

13.3.4 Where as a result of absence there are fewer award employees than are required at work for a particular shift, including where the manpower shortage results from an award employee performing an acting staff role, supervision will where it currently does so, continue to take all reasonable steps to obtain a replacement.

14. OPERATORS USE OF BASIC MECHANICAL TRADE SKILLS

14.1 Subject to the conditions set out below, operators who have on a voluntary basis been trained and awarded a Woodlawn Certificate of Competence in the use of oxy acetylene cutting equipment for destructive work, may use that equipment in the performance of destructive work, but in no case may they use that equipment for the performance of fabrication or constructive work.

14.1.1 Use of oxy acetylene cutting equipment shall be confined to employees trained to use the equipment either during their trades training, or by participation in Woodlawn's own internal training program to the point of having been awarded an internal certificate of competence to use the equipment for destructive cutting.

14.1.2 The content of the internal training program nomination of trainers, and evaluation of participants shall be as agreed between the engineering department management and workforce.



- 14.1.3 Where the training is given by a member of the award workforce he or she shall be entitled to payment of the training allowance for all time so engaged.
- 14.1.4 Use of oxy acetylene equipment by untrained employees is misconduct under the Woodlawn Mines Behaviour Code justifying summary dismissal and applies to any person who knowingly instructs an untrained person to use the equipment.
- 14.2 Mechanical tradespersons will provide underground operators with training in basic mechanical skills appropriate to their operating jobs.
- 14.3 Mechanical tradespersons will provide training to Concentrator operators in some of the less skilled maintenance functions associated with mill operations.

15. ACTING SUPERVISOR ALLOWANCE

An allowance of \$23.13 per shift in the case of 8 hour shift work and \$34.71 per shift in the case of 12 hour shift work shall be paid to any award employee who is nominated and accepts the role of acting supervisor. The allowance will be paid for the whole shift as a flat amount whether the employee performs the role for the full shift or only part thereof.



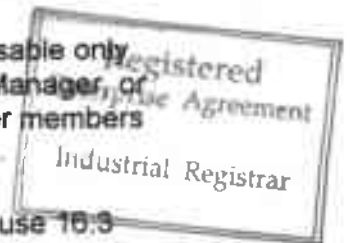
16. TERMS OF ENGAGEMENT

- 16.1 Except as hereinafter provided employment shall be by the fortnight. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the fortnight.
- 16.2 Employees shall perform such work as the employer shall from time to time reasonably require and an employee not attending for or not performing his/her duty shall lose his/her pay for the actual time of non-attendance or non-performance.
- 16.3 Employment shall be terminated by two week's notice by either side given at any time during the fortnight or by payment or forfeiture of two week's wages as the case may be.
- 16.4 Woodlawn retains the right that exists at law to dismiss summarily any employee or employees for any acts of misconduct which would justify summary dismissal at law. Where such dismissals occur, wages shall be paid up to the time to dismissal only.

In relation to acts of misconduct involving individuals that right to summarily dismiss will not be exercised until the appropriate procedures in relation to serious acts of misconduct as detailed in the "Woodlawn Behaviour Code - Disciplinary Procedures" have been carried out unless

- 16.4.1 The act of misconduct occurs on a day shift on a weekday, and an investigation can take place immediately. In those circumstances, dismissal need not be preceded by reprimand and/or suspension.

- 16.4.2 Where the individual or individuals concerned waive their right to an investigation.
- 16.4.3 Where the misconduct involves a breach of the laws and intervention of the police force or the process of law makes the application of the procedure impracticable.
- 16.4.4 Where the misconduct is continuing and causing danger of personal injury or property damage.
- 16.5 The procedures detailed in the "Woodlawn Behaviour Code - Disciplinary Procedures" are of no application where acts of misconduct occur as part of or in support of any official or unofficial industrial action by any union, unions, members of unions or groups of employees in support of any industrial claim, demand, aim or campaign. In such cases Woodlawn may exercise its right to summarily dismiss such an employee or employees without reference to the procedures contained in the Behaviour Code.
- 16.6 The right to dismiss summarily from Woodlawn's employ is exercisable only by members of management at the level of Manager or General Manager, or by individuals acting with the specific authorisation of a member or members of management at that level.
- 16.7 Where an employee has given or been given notice under subclause 16.3 above, he/she shall continue in his/her employment until the date of the expiration of such notice and he/she shall be allowed, within that period of notice, leave without pay to a maximum of 16 hours to attend interviews with prospective employers. Any employee, who, having given notice as aforesaid, without reasonable cause (proof of which shall lie on him) absents himself/herself from work during such period, shall be deemed to have abandoned his employment and shall not be entitled to payment for work done by him/her within that period.
- 16.8 On termination of employment at Woodlawn an employee will, on request, be provided with a written statement signed by his department manager, stating the time spent by the employee in particular work, and the level of experience gained.
- 16.9 Except when work is done on Sundays and holidays and in instances of overtime, every employee who begins a shift or day shall be paid for a full shift or day.
- 16.10 Woodlawn Mines shall have the right to deduct wages or other payment for any day upon which an employee cannot usefully be employed because of any breakdown in machinery, or through the unavailability of, or lack of supply of electrical energy; provided that any such employee who attends work on an ordinary day because he/she was not notified by Woodlawn Mines on the previous day or earlier that his/her attendance was not necessary, shall be provided with alternative work for that day or shift, or if no alternative work is available, he/she shall be paid the ordinary rate of pay for that day or shift.



It shall, however, be the responsibility of Woodlawn Mines to ensure that, in any of the circumstances specified in the paragraph hereinbefore, any employee thereby involved shall be usefully employed to the fullest extent of Woodlawn Mines capacity so to do.

Further, such an employee shall not suffer any deduction from his/her wages or any other payment normally due to him/her as consequence of any act of Woodlawn Mines which contributes to any difficulty arising from any of the said circumstances.

- 16.11 The work day starts at the actual work situation, the employee having visited the locker room and changed.

The day finishes at the work situation after which the employee can attend the locker room.

17. UNDERGROUND EMPLOYEES - START AND FINISH TIMES

The following provisions shall apply to all members of the underground workforce whether engaged in day work or shift work, whether tradespersons or operators. They will apply also to tradespersons not normally part of the underground workforce, for their 400 hour period of basic skills induction, and any other employees assigned to the underground workforce on a permanent or semi permanent basis.

These provisions will not however apply to employees of departments other than the underground mining department who work underground or on an itinerant basis.



- 17.1 Underground workers once having changed for work will be ready to and depart the muster room at 12 minutes before the hour at which their shift commences. Handovers with the off coming shift crew will take place at the crib room or at such other place in the underground workings as employees change shift with their relief.
- 17.2 At the end of shift employees will leave their actual underground place of work in sufficient time to allow for their handover at the crib room or at such other place in the underground workings as employees change shift with their relief and to return to the muster room by 5 minutes past the hour at which their shift ended.
- 17.3 Underground employees involved in these handovers will in the case of eight hour workers be paid in respect of these handovers, 8 hours pay at their ordinary rate for the shift, from the hour of commencement of the shift until the hour of cessation of their shift. In addition they will be paid for 20 minutes at overtime rates for the 20 minutes following the hour of cessation of their shift. In the case of 12 hour shift workers they will receive in respect of these handovers 12 hours pay at their ordinary rate for the shift from the hour of commencement of their shift until the hour of cessation of their shift. In addition they will be paid for 20 minutes at overtime rates for the 20 minutes following the hour of cessation of their shift. No payment shall attach to the 12 minutes prior to the hour of commencement of the shift. Handover pay does not count as overtime worked for the purpose of the mandatory 12 hour rest period.

- 17.4 Should Woodlawn fail to have underground employees arrive at the muster room by five past the hour and as a result of that failure the employees miss the bus, those employees shall be paid at overtime rates until such time as alternative transport arrives on site.

18. REDUNDANCY, SEVERANCE, TERMINATION CONDITIONS

For any employee who is to be terminated for reasons of an economic, technological, structural or similar nature, including the eventual end of the mine life this clause is to be implemented.

- 18.1 In the event of a redundancy taking place, the following guidelines will apply:

18.1.2 The first group will be open for volunteers.

18.1.2 If redundancies occur, discharges will be made on the basis of skills obtained and work performance in an employee's current department. Consideration will also be given to work performance and the skills the individual has obtained within the multiskilling matrix in previous departments in which he/she has worked.

18.1.3 The only exception would be apprentices who should be left on until they finish their time, if that be possible.

- 18.2 Woodlawn Mines will attempt to give at least three month's notice of redundancy if possible with a guarantee period of notice of no less than one month except where redundancy is as a result of automation in which case not less than 3 months notice will be provided.

- 18.3 Any employee to be terminated will receive a certificate of employment at time of notice.

- 18.4 Should the notice be given within 3 calendar months of any gazetted public holiday, then the public holidays will be paid.

- 18.5 During the notice period of redundancy employees will be given paid time off to attend job interviews, up to a maximum of 16 hours.

- 18.6 After 1 week's continual employment with Woodlawn, employees so affected by redundancy will receive leave loading on all entitled and pro-rata annual leave.

18.7 Redundancy Pay

- 18.7.1 Employees under 45 years of age at the time of redundancy will receive 104 hours pay for each year of service for the first 5 years of service on a pro-rata basis.

Thereafter:

Employees under 45 years of age at the time of redundancy will then receive 80 hours pay for every year of service on a pro-rata basis.



18.7.2 Employees 45 years or older at the time of redundancy will receive 114 hours pay for each year of service for the first 5 years of service on a pro-rata basis.

Thereafter:

Employees 45 years or older at the time of redundancy will then receive 104 hours pay for every year of service on a pro-rata basis.

18.7.3 Employees having less than 6 month's service will receive a minimum payment of 52 hours redundancy pay. Employees with more than 6 month's service will be paid in accordance with clauses 18.7.1 and 18.7.2 above and will not receive any additional payment under this clause.

18.7.4 If Woodlawn Mines is able to find mutually satisfactory alternative employment the above payment provisions will not apply.

18.8 Woodlawn Mines will pay expenses reasonably incurred in moving the employee(s) to a new location up to a maximum of \$1318.86. Payment will be made on presentation of removalist's accounts for such an event no later than 2 months after termination.

18.9 Payment of redundancy pay under the above clauses shall be conditional upon the employee serving out his period of notice. However should an employee find employment for him/herself and if as a proven condition of that employment is required by his/her new employer to commence within the notice period, this condition shall be waived unless the employee's services are essential to Woodlawn Mines.

18.10 Subject to the provision of clause 18.9 above, should an employee find other employment he/she shall, on proof of employment to the management, be released immediately to their new employer without loss of entitlement.

18.11 The redundancy provisions in this Agreement shall apply identically to all award employees employed by Woodlawn.

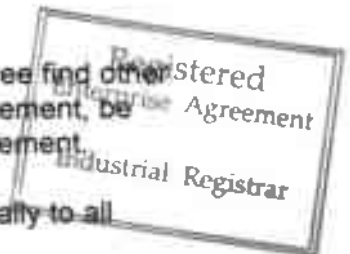
18.12 As a matter of principle, Woodlawn Mines will take no action to avoid its obligations under this Agreement.

18.13 In the event of a closure, Woodlawn Mines or its owner(s) agrees to meet all payments under this Agreement immediately upon the termination of any employee(s).

18.14 Woodlawn will not use redundancy as a device to replace its own workforce with contract labour.

19. CASUAL RATES

A casual employee is one who works less than thirty-eight hours per week. A casual employee shall be paid for working ordinary time at a rate per hour of one thirty-eighth of the weekly rate prescribed in this Agreement for the work which he/she performs, plus 15 per cent. Annual holidays will be pro-rata.



20. ALLOWANCES FOR SHIFT WORKERS

- 20.1 An 8 hour shift worker whilst on afternoon shift shall be paid in addition to his ordinary rate either an amount of \$17.36 for each shift or 15% of his/her own base rate for each shift whichever is greater.
- 20.2 An 8 hour shift worker whilst on night shift shall be paid in addition to his ordinary rate either an amount of \$17.36 for each shift or 15% of his/her own base rate for each shift whichever is the greater.
- 20.3 An 8 hour shift worker whilst on permanent night shift shall be paid in addition to his ordinary rate either an amount of \$28.93 for each shift or 25% of his/her own base rate for each shift whichever is the greater. A permanent night shift is defined as a nightshift rostered for a worker for more than seven consecutive normal shifts. The permanent night shift allowance will be paid as from the first of such rostered shifts.
- 20.4 A 12 hour shift worker whilst on night shift shall be paid an amount (in addition to the ordinary rate) of \$26.03 for each shift or 15% of his or her own base rate whichever is the greater.
- 20.5 A 12 hour shift worker whilst on day shift shall be paid an amount (in addition to the ordinary rate) of \$8.65 for each shift or 5% of his or her own base rate whichever is the greater.

21. CONTINUOUS PROCESS

- 21.1 Continuous shift workers shall be paid at the rate of time and a half for an ordinary rostered shift worked on a Saturday.
- 21.2 Continuous shift workers shall be paid at the rate of double time for an ordinary rostered shift worked on a Sunday
- 21.3 Continuous shift workers shall be paid at the rate of double time for an ordinary rostered shift worked on a public holiday plus 8 hours wages in the case of 8 hour shift workers, and 12 hours wages in the case of 12 hour shift workers.
- 21.4 Continuous shift workers whose rostered shift off falls on a holiday shall be paid for 8 hours for that day at ordinary rates.
- 21.5 Payments prescribed by subclause 21.1 to 21.3 above shall be in addition to the shift work premiums prescribed by Clause 20.
- 21.6 For the purposes of payment, the shift of a shift worker shall be deemed to have all been worked on the day on which the majority of hours of his or her shift fall, and not on the basis of actual hours worked on particular calendar days.



22. TRANSFER TO SHIFT WORK

Where any worker is transferred to another shift of which he/she has received less than 48 hours notice he/she shall be paid at overtime rates in lieu of other penalty payment for any time worked on his/her new shift within that 48 hour period of notification.

23. MEAL BREAKS -Normal Shifts and Full Shifts of Overtime

- 23.1 In the case of employees whose normal shift is 8 hours, such an employee shall not work for more than 5 hours without a break for a meal, unless requested by the employer. If work continues for more than five hours without a meal break, overtime rates shall be paid until a break is taken.
- 23.2 In the case of 12 hour shift workers in whose departments(s) two crib breaks are taken during the shift, one of 30 minutes, and one of 20 minutes, the provision of subclause 23.1 above shall apply.
- 23.3 In the case of 12 hour shift workers in whose department(s) one crib break of 60 minutes is taken during the shift, such employees shall not work for more than half an hour after the mid point of the shift without a meal break unless requested by the employer. If work continues beyond a half hour past the mid point of the shift without a meal break overtime rates shall apply.
- 23.4 Paid meal breaks are to be taken in crib rooms provided by Woodlawn, and on day shift during the week a rostered person will be nominated to collect meals from the canteen and deliver them to the crib rooms.

24. MEAL BREAKS - Overtime other than Full Shifts

- 24.1 Unless the period of overtime is less than one and a half hours, an employee before starting overtime shall be allowed a 20 minute meal break to be paid for at ordinary rates. The employer and an employee may agree to any variation of this provision.
- 24.2 A 20 minute meal break (paid for at overtime rates) shall be allowed after the start of each additional four hours of overtime worked by the employee.
- 24.3 When overtime is worked on a Saturday and/or Sunday and/or public holiday, twenty minute meal breaks are to be taken after each four hours of overtime worked and are paid for at overtime rates.

25. MEAL ALLOWANCE

Where an employee is required to work overtime of which he or she has no notification prior to his/her arrival at work, he/she shall at the employee's option be provided either with a meal or a meal allowance of \$8.56 at each meal interval to which he or she is entitled.

This will apply in the case of call outs in which employees work sufficient hours to receive a meal break entitlement, but not to pre-planned overtime of any description.



26. TEA BREAKS

It is recognised that there is a need for tea breaks, and employees are entitled to take a break, not necessarily limited in frequency, but dependent on the individual needs and work demands.

It is expected that people will act responsibly. Management will ensure that, wherever practical, work demands will not prevent an employee taking a tea break when needed.

In the underground workings however, because of the nature of the underground, it is not always practical, because unless people are out of the job because of firings etc, departure or stopping for tea breaks will always interfere with continuity of production. Any practice such as stopping for a smoko at start of shift when the workings are clear, or leaving the job for smoko underground, would in fact interfere with continuity of production and is not to occur. Breaks off the job underground are to be limited to occasions when people are off the job for other reasons to avoid a break in continuity.

Woodlawn supplies tea and coffee based on these understandings.

27. REASONABLE OVERTIME

For the purpose of meeting the needs of the industry, the employer may require any employee to work reasonable overtime, including work on Saturdays, Sundays and public holidays at the rates prescribed by this Agreement.

28. OVERTIME

For all work performed in excess of ordinary working hours prescribed by this Agreement the following rates shall apply:-

28.1 Day Workers

- 28.1.1 At the rate of time and one half for the first two hours and double time thereafter from Monday to Friday inclusive; and
- 28.1.2 At the rate of double time for work performed on Saturday and Sunday.
- 28.1.3 At the rate of double time for each hour worked on a Public Holiday, plus 8 hours pay at ordinary rates.
- 28.1.4 A minimum of four hours work on Saturday, Sunday or a Public Holiday shall be provided.

28.2 Shift Workers

All time worked:

- 28.2.1 In excess of the ordinary working hours prescribed by this Agreement; or



28.2.2 On more than eleven shifts in twelve consecutive rostered days; or

28.2.3 On a rostered shift off:

shall be paid for at the rate of time and one half for the first two hours and double time thereafter on Monday to Friday, inclusive, at the rate of double time on Saturday, at the rate of double time on a Sunday and at the rate of double time for each hour worked on a Public Holiday, plus 8 hours pay.

28.3 Overtime shall not be paid when the time is worked:

28.3.1 By arrangement between the employees themselves subject to the management's approval. In such instances a change of shift form is to be signed by both employees concerned and their supervisor and non-compliance with the planned change may lead to the application of the Woodlawn Behaviour Code.

28.3.2 For the purpose of effecting the customary rotation of shifts.

28.4 Overtime will only be paid for each completed six minutes of work. When this applies in shift changeover situations the employee will be paid at the beginning of the shift or at the end of the shift, not both.

28.5 For the purposes of this clause, each day shall stand alone except where

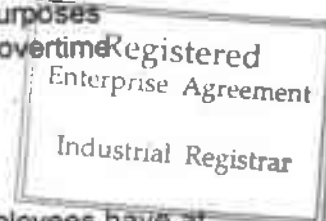
28.5.1 Full shifts of overtime either 8 hours or 12 hours are worked straddling 2 successive calendar days in which case all overtime worked will be deemed to have been worked on the day on which the majority of the shift was worked.

28.5.2 Overtime worked immediately before and after a rostered shift shall be deemed to be continuous overtime for payment purposes irrespective of whether the post shift segment of the overtime extends into the following day.

29. REST PERIOD AFTER OVERTIME

29.1 When overtime is necessary it shall be so arranged that employees have at least twelve consecutive hours off duty between the work of successive days, the giving and taking of a twelve hour break shall be mandatory under this clause.

29.2 An employee who works sufficient overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least 12 consecutive hours off duty between those times shall, subject to this subclause, be released after the completion of such overtime until he/she has had 12 consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.



- 29.3 If overtime is worked on Sunday or Public Holidays the employee must have 12 consecutive hours off duty before the commencement of his/her next rostered shift, unless the overtime is less than six hours and continues into the next rostered shift (ie, called in early to work) in which case the 12 hour break proviso does not apply.
- 29.4 The minimum period of 12 hours will be allowed between shift changes.
- 29.5 The paid time involved in rolling shift change arrangements, and paid for at overtime rates will not for the purposes of this clause be regarded as overtime worked, and will not encroach on the 12 hour rest period.

30. CALL OUTS

- 30.1 An employee recalled to work overtime after leaving the employer's premises, whether notified before or after leaving the premises, shall be paid for a minimum of four hour's work at the appropriate rate for each time he/she is recalled; provided that the employee shall not be required to work the full four hours if the job or jobs is/are completed within a shorter period. If any employee completes the job or jobs within a shorter period than four hours he/she will not be given work to fill in the time but will be expected to complete all essential job or jobs, that would otherwise have required a separate callout, without separate payment for that job or jobs.

This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside his ordinary working hours. Supervisors shall specify whether the situation is a call out or a recall to work overtime.

- 30.2 A call out is not subject to a twelve hour break unless the actual time worked exceeds four hours.
- 30.3 Overtime worked in excess of four hour shall be paid for on the basis of the number of overtime hours actually worked.
- 30.4 Overtime will be counted from the time that the employee receives the call to when he arrives back home to a maximum of two hours. Where an employee actually works less than four hours on the call out the two hours will be reduced by the difference between the actual time worked and four hours.
- 30.5 Where public transport is not available and the employer does not provide a vehicle to transport the employee to or from work the employee who provides his own vehicle, (at the request of supervisor) for this purpose shall be paid an allowance of 58c per kilometre; provided that where two or more employees drive to or from work in one vehicle the motor allowance shall only be paid to the owner of that vehicle.

31. STANDBY ALLOWANCE

- 31.1 Any employee required to hold himself or herself on standby for a recall to work shall at all times during the week and weekend when other employees within his/her classification are not rostered on duty make himself/herself available for and respond to any recall.



- 31.2 In addition to any payment in relation to callouts attended, any employee required to be on standby for a full week inclusive of weekends shall be paid the amount of \$75.19 for that week as a flat amount.
- 31.3 Where an employee is required to be on standby during a week in which a Public Holiday or holidays occur, and he/she is on standby for that Public Holiday, he/she shall for each such Public Holiday receive an additional payment in respect of each such Public Holiday of \$31.23 as a flat amount, provided that:
- 31.3.1 Where a Public Holiday falls and is observed on a weekend day, no such additional \$31.23 payment shall be made in respect of that day.
- 31.3.2 For the purposes of this clause Public Holidays will be deemed to occur on the day on which they are observed in N.S.W. Accordingly, if a Public Holiday falls on Saturday but is observed on Monday, payment of standby allowance of \$31.23 will be paid to the employee on standby on the Monday.

32. TIME AND PAYMENT OF WAGES

- 32.1 The wages of each employee will be paid by bank transfer or cheque into a maximum of two accounts per employee in the bank or financial institution accounts or account of his or her choice provided that where an employee elects to use two accounts he or she must specify a fixed amount to be paid into one account with the balance going to the other.
- 32.2 The normal payday will continue to be the first Wednesday following the end of the pay fortnight. However in normal circumstances Woodlawn's transfer to the banks and financial institutions will take place on the Tuesday following the end of the pay fortnight.
- 32.3 Employees will be issued (prior to pay day) with a statement explaining clearly the make up of their pay including all deductions. Each employee should notify the Pay Office of any discrepancy which he or she believes exists.
- 32.4 No deductions other than taxation and gamishee will be made from an employee's wages by Woodlawn, without written authority of the employee.
- 32.5 Upon termination/resignation of employment, wages due to an employee shall be paid to him or her by cheque on the day of such termination/resignation or deposited into the account or accounts into which his or her wages would normally be paid no later than the next working day.
- 32.6 Employees may at their option elect to have holiday pay paid to them in full prior to the commencement of their annual holidays, providing 5 or more working days are being taken as leave. Provided the employee has given 2 weeks notice the money will be deposited so that it is available in the employees account at the commencement of business on the final working day before the commencement of the leave.

- 32.7 For the purpose of payment and calculation of wages, when any normal rostered shift is worked in such a way as to include in ordinary hours, time worked in two successive calendar days, the whole of the shift shall be deemed to have been worked on the day on which the greater percentage of ordinary hours for that shift are worked.

33. PUBLIC HOLIDAYS

- 33.1 The days upon which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed together with any other days which shall be proclaimed as Public Holidays for the State, shall be recognised as holidays.
- 33.2 Employees not required to work on such holidays shall be paid for 8 ordinary hours, at their ordinary rates of pay for that day, whether those employees are 8 hour shift workers, or 12 hour shift workers.

If a public holiday occurs during a 12 hour shift worker's annual leave on a day on which the employee would otherwise have been rostered on duty the employee will be paid for 12 ordinary hours at their ordinary rates of pay for that day.

This subclause shall not apply to employees absent without leave or reasonable excuse on either the working day preceding or the working day succeeding such holiday.

- 33.3 An employee whose 38 hour week leisure day falls on a holiday prescribed by this clause and who is not required to work on that day shall take a day in lieu of that day on an available and agreed rostered day on.

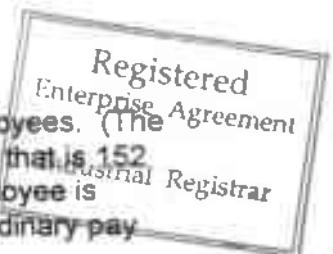
34. ANNUAL HOLIDAYS

- 34.1 The Annual Holidays Act, 1944, as amended, applies to all employees. (The Act provides for a period of annual leave of four weeks per year, that is 152 hours, and if employment is terminated during the year, the employee is entitled to a pro-rata payment equal to one-twelfth of this total ordinary pay for the period of his employment).

34.2

34.2.1 In addition to the benefits provided by the Annual Holiday Act an employee who has served continuously as a shift worker or has been subject to a planned shift roster for a period of twelve months, less that period of annual leave, shall be allowed a further period of 24 paid hours of leave.

34.2.2 In addition to the benefits provided by the Annual Holidays Act an employee who has served continuously as a continuous shift worker for a period of twelve months, less that period of annual leave, shall be allowed a further period of sixty four hours leave. This provision shall apply equally to all continuous shift workers whether their rosters are based on 5, 6, or 7 day consecutive rostering in a continuous process



and whether the continuous shift worker is an 8 hour shift worker or a 12 hour shift worker.

34.3

34.3.1 An employee who, during the current twelve monthly period, has been engaged for only part of that period as a shift worker shall be allowed a due proportion of the additional 24 hours of leave prescribed in subclause 34.2.1 of this clause. For this additional leave he/she shall be paid at the annual leave rate of pay for two hours for each month of service as a five-day shift workers.

34.3.2 An employee who during the current twelve monthly period has been engaged for only part of that period as a continuous shift worker shall be allowed a due proportion of the additional 64 hours leave prescribed in subclause 34.2.2 of this clause. For this additional leave he/she shall be paid at the annual leave rate of pay for five and one-third hours for each month of service as a continuous shift worker.

34.4

34.4.1 Any shift worker whose employment is terminated shall be paid two hours at the annual leave rate of pay for each month of service as a shift worker during the current twelve monthly period in addition to the amount due to him/her under the Annual Holidays Act, 1944.

34.4.2 Any continuous shift worker whose employment is terminated shall be paid five and one-third hours at the annual leave rate of pay for each month of service as a shift worker during the current twelve monthly period in addition to the amount due to him/her under the Annual Holidays Act, 1944.

34.5 For the purposes of subclauses 34.3.1 to 34.4.2 of this clause, the number of months of service shall be calculated by dividing the total number of ordinary shifts worked during the qualifying period by 19 in the case of 8-hour shift workers or by $12 \frac{2}{3}$ in the case of 12 hour shift workers. Any remainder to ten or over shall count as a complete month and, if less than ten shall be disregarded in the case of an 8 hour shift worker and in the case of a 12 hour shift worker any remainder of 7 or over shall count as a complete month or under 7 shall be disregarded.

34.6 The annual leave provided for by this clause be allowed and shall be taken and, except where employment is terminated, payment shall not be made nor shall it be accepted in lieu of annual leave.

34.7 Where any special or public holiday, for which an employee is entitled to payment under this Agreement, occurs during the period of additional annual leave provided for by this clause, the period of leave shall be increased by eight hours in respect of that special or public holiday, and the employee shall be paid at the annual leave rate of pay for the additional eight hours.



- 34.8 The annual leave rate of pay referred to in this clause means the ordinary pay the employee was receiving on the date immediately prior to his proceeding on leave.

(The Annual Holidays Act specifies that ordinary pay includes all payments which form part of the regular weekly wage of the employee, but does not include payments made in respect of shift allowances or weekend penalty rates, or overtime payments. The only exception to this situation is where, on termination, a pro-rata one-twelfth payment is made. Under these circumstances shift allowances and weekend penalty rates are included in the calculation of ordinary pay in lieu of the additional payment prescribed by subclause 34.9 below).

- 34.9 In addition to the payments prescribed by this clause each employee, before proceeding on annual leave shall be paid an Annual Leave Loading calculated as follows:-

22 1/2% of the total payment calculated under subclause 34.8. of this clause,

or

an amount representing the shift allowances and weekend penalties relating to the ordinary time the employee would have worked on days other than public holidays if he/she had not been on annual leave, whichever is the greater.

- 34.10 Employees with more than twelve months service shall have the option of accruing additional leave when rostered to work on Public Holidays for those days, in lieu of payment. In the case of an 8 hour shift worker the employee shall be paid at the rate of double time and be granted 8 hours additional leave. In the case of a 12 hour shift worker the employee shall be paid double time for the day and be granted 12 hours additional leave. This additional leave does not attract leave loading referred to in clause 34.9.
- 34.11 In taking annual leave, an employee's annual leave entitlement shall in the case of an 8 hour shift worker diminish by 8 hours for each of his ordinary rostered days of work. In the case of a 12 hour shift worker it shall reduce by 12 hours for each rostered day of work.



35. LONG SERVICE LEAVE

35.1 The employer agrees to abide by the provisions of the Long Service Leave (Metalliferous Mining Industry) Act, 1963, No. 48, which provides for the following entitlement:

13 weeks (494 hours) long service leave on completion of each 10 years service.

NOTE: This summary is abbreviated from the above-mentioned Act, and should always be interpreted in conjunction with the full conditions contained with the Act.

35.2 An adult is entitled to a pro-rata amount of Long Service Leave after five consecutive years service with the employer.

35.3 Years of service as an apprentice with Woodlawn will be included for the purpose of Long Service Leave as per the provisions of the Long Service Leave Act.

36. SICK LEAVE

36.1 An employee covered by this Agreement who is absent from work as a direct or indirect result of illness or injury (not arising out of or in the course of employment), shall be entitled to leave of absence to be paid at ordinary rates of pay subject to the following conditions:

36.1.1 The employee shall where practical give the employer sixteen hours notice of commencement of such absence and the estimated duration of such absence. When not practical, less than sixteen hours notice may be given but in any event no less than one and one half hours notice may be given prior to the start of the shift.

36.1.2 Without limiting the remedies available to the employer in relation to excessive absenteeism as an administrative matter where any employee is absent from work for two consecutive days without notification, his union delegate will be notified, and if no notification from the employee is received within a full week of commencement of the absence the employee will be deemed to have relinquished his or her employment with Woodlawn Mines.

36.1.3 The employer respects the integrity, courtesy and responsibility of the employee and the confidentiality of some illnesses and, accordingly, evidence of illness is not required to be furnished. However, those few employees who demonstrate by their absences that they do not conform to the aforementioned definition may be required to provide the employer with such proof of illness or injury as the employer may require.



- 36.1.4 The 8 hour shift employee shall be entitled in the first and subsequent years of employment to a maximum of 10 days sick leave (subject to part 36.4 of this clause).
- 36.1.5 12 hour shift workers shall be entitled to 84 hours of sick leave in the first and subsequent years of employment, with the entitlement reducing by 12 hours for each shift off work, sick.
- 36.1.6 Unnotified absence or absences in excess of the provision of this clause will necessitate production of medical evidence ie Doctor's Certificate.
- 36.2 Employees with service of twelve months or more, may at their own option, at any time after the first anniversary date of their employment by the employer elect to be paid out pro-rata all or any unused accumulations of sick leave from a preceding year or years at the rate of pay prescribed by clause 5 of this Agreement. In no case however may an employee take payment in respect of unused sick leave accrued in the year current at the time.
- 36.3 Upon termination/resignation, an employee with 12 months service or more will be paid out pro-rata accumulated unused sick leave not already paid out under clause 36.2 above, at the rates of pay prescribed by clause 5 of this Agreement.
- 36.4 For the purpose of this clause and subject to part 36.1 of this clause continuous service shall not be deemed to have been broken by -
- 36.4.1 Any absence from work on leave granted by the employer,
- or
- 36.4.2 Any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee.
- 36.4.3 Employees shall be entitled to Personal/Carers leave as provided by the test case decision handed down by the full bench of the NSW Industrial Relations Commission.



37. PARENTAL LEAVE

Each employee is entitled to unpaid parental leave after 12 months continuous service in line with Sections 53 to 72 of the Industrial Relations Act 1996. Details of the main provisions are available at the Pay Office.

38. BEREAVEMENT LEAVE

- 38.1 An employee shall be entitled to a maximum of 3 consecutive days (one of which is the day of the funeral) off, inclusive of any day(s) on which the employee would not have been at work for an ordinary shift, and suffer no loss of pay in respect of that time off upon the production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild, parents in law, or grandparents. For the purposes of this clause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster father or mother and stepfather or mother, or step brother or sister.
- 38.2 Where death occurs outside Australia in the case of an employee's spouse or parent and the employee travels outside Australia to attend the funeral, the employee shall be entitled to up to 5 consecutive days off, one of which is the day of the funeral, which 5 days off is inclusive of days the employee would not normally be rostered for duty. For the period of such absence the employee shall suffer no loss of pay.

39. JURY SERVICE

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

40. BUSHFIRE, FLOODS OR EMERGENCIES

Employees who are unable to attend the minesite as a result of bushfire, flood or emergencies may be paid for such lost time where on each appropriate occasion agreement is reached between the employee and the employer. Payment will be subject to the employee providing such proof as the employer may require.

41. INSURANCE

Sickness, hospitalisation and accident insurance benefits are provided under the terms of the Personal Accident or Illness Insurance Scheme which the company administers and to which all employees must contribute.

Life insurance cover is provided for in the Denehurst Limited Group Superannuation plan to which both Woodlawn and all award employees must contribute.

Details of both the outline of the superannuation Fund and policies of insurance are available from the pay office.

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42. MOTOR ALLOWANCE

- 42.1 An employee who by agreement with the employer uses his/her own motor vehicle on the employer's business shall be paid an allowance of 58 cents per kilometre travelled.
- 42.2 When an employee is called in to work overtime, including callouts, and bus transport is not available, Woodlawn will agree to provide transport or alternatively will agree to an employee using his/her own car for which mileage to or from work is paid.

43. TRADESPERSON'S TOOLS AND TOOL ALLOWANCE

- 43.1 It shall be the responsibility of each tradesperson or apprentice to maintain his/her tool kit to an agreed standard for his/her trade.
- 43.2 Woodlawn will provide a secure lockup for the tools of each tradesperson or apprentice, and responsibility for replacing lost, stolen or worn tools from the standard kit shall rest with the tradesperson or apprentice, unless it is clearly established that loss is the result of forced entry into the secure lock-up provided.
- 43.3 Replacement tools will be issued from the Woodlawn Mine Warehouse at cost upon completion by the tradesperson or apprentice of an authority to deduct the cost of those replacement tools from his/her weekly wage at the rate of \$8.50 per week.
- 43.4 New employees and/or apprentices will on commencement of employment with Woodlawn be provided by the Company with the requisite standard tool kit for his/her trade, and the cost of the tool kit will be offset against the employee's weekly pay until it is paid off, at the rate of \$8.50 per week.
- 43.5 Any employee leaving Woodlawn's employ prior to having offset the whole of the cost of his/her tool kit, will have any outstanding balance owing to Woodlawn deducted from his/her termination pay.
- 43.6 The standard tool kit provided or purchased by each tradesperson or apprentice shall be and remain his/her personal property.
- 43.7 The provision of large and/or specialised tools not contained in the standard tool kit shall remain Woodlawn's responsibility.
- 43.8 In April 1990 an amount of \$8.50 was included in the weekly wage of each tradesperson and apprentice in lieu of the earlier separate allowance for tools, and will no longer have a separate identity, but be increased effectively as part of the all purpose rate in future.



44. PROTECTIVE CLOTHING

44.1 Initial Clothing and Footwear Issues

At commencement of employment all employees shall be provided by Woodlawn with a free work clothing issue of three sets of work clothes. Which sets are selected shall be at the option of the employees. A set of work clothing consists of:

- A pair of overalls, or
- A shirt and pair of trousers, or
- A shirt and pair of shorts, or
- A pair of flannels and dungarees, or
- A set of bib and brace overalls.

44.2 Footwear and Wet Gear

Woodlawn shall also supply to all employees free of charge the following:-

- 2 pairs of safety footwear for surface employees
- 1 pair of gumboots for surface employees
- 2 pairs of gumboots for underground employees
- 1 set of wet weather gear for all employees
- 1 pair of safety footwear for underground employees

44.3 Underground Employees

In addition to the free clothing issue entitlement contained in subclause 44.1 above, employees employed underground on a regular or itinerant basis shall be entitled to an additional set of work clothing (4 sets in total). Employees beginning underground work on commencement of employment at Woodlawn will be supplied with 4 sets of work clothing at the time of commencement of employment.

Surface employees transferring to underground work will receive only the one additional set at the time of transfer but may at their option exchange a further 3 sets of surface work clothing for underground work clothing.

Tradespeople who work underground either on a regular or itinerant basis will be entitled to 4 sets of work clothing.

44.4 Replacement Clothing and Apparel

After the initial clothing and footwear allocation as detailed above, further sets will be provided only on the basis of replacement on presentation and exchange of the worn out sets or items for which a replacement is being requested. Should an employee lose any of these items he/she shall replace them himself/herself at cost from the store.



44.5 *Tasmanian Blueys*

The employer shall supply one Tasmanian Bluey coat to a new employee who does not receive flannels in his clothing issue and whose job in the view of his own superintendent requires the use of a bluey rather than flannel, and where it is agreed between an employee and his Supervisor that the Bluey is unserviceable, it will be replaced.

44.6 *Specialist Protective Clothing*

The employer shall supply all necessary leather aprons, leggings, welding screens, head shields, welding goggles and gauntlets.

44.7 *Emergency Clothing Supply*

Provided employees have available one spare set of underwear, socks and towels, Woodlawn will maintain a minimal supply of these items to be loaned in the case of towels and issue in the case of socks and underpants on the authority of supervision to employees who get soaked twice and who require more than one complete change in a day.

44.8 *Return of Clothing etc on Termination*

Upon termination of employment an employee shall be required to return to the employer the articles last issued to him/her in pursuance of this clause and in the event of his failure to do so without reasonable cause or excuse the employer shall be entitled to deduct from any monies due to the employee an amount equivalent to the purchase price of the article or articles issued less depreciation at the rate of 10 per centum for each month since the issue of such article or articles.

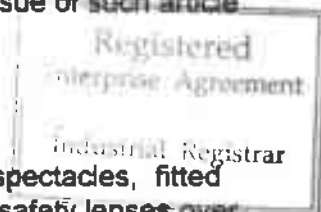
45. EYE PROTECTION

Wearing of Eye Protection - Plain or Prescription safety spectacles, fitted with side shields, or wrap around spectacles, or clip on safety lenses over normal spectacles with clip on side shields complying with Australian Standard 27, must be worn in compliance with the direction of the Chief Inspector of Mines, issued on 27th June 1986;

Viz:

"To ensure that adequate eye protection is maintained on your mine site you are now directed that eye protection aids shall be worn at all time by all persons having cause to be in or about your mine.

The exception to this direction being, provided that there is no risk of injury to the eyes.



- .1 Whilst inside office buildings, lunch rooms, canteens, toilets, change houses and agreed rest areas where "rest areas" are areas agreed between an Inspector and yourself in writing.
- .2 Inside fully enclosed vehicle cabins, and control rooms.
- .3 At eye protection aids cleaning stations.

The initial issue of safety spectacles will be free, however, they will remain the property of Woodlawn Mines.

Employees who normally wear prescription spectacles shall have the cost of industrial hardening paid for, or reimbursed, by the employer.

It must be remembered that safety spectacles provide the minimum protection; goggles or full face shields must be worn when the work requires full protection.

46. FIRST AID, RESCUE & OCCUPATIONAL HEALTH

- 46.1 Woodlawn Mines will provide a 24 hour, 7 day first aid, ambulance, and emergency services system. This system will be manned by security / storeman who are trained to St. Johns Ambulance Advanced standard. Proper facilities and equipment will be provided to cater for first aid and emergency services.
- 46.2 An occupational health service will be provided, managed by the Occupational Health, Safety and Rehabilitation Officer.
- 46.3 Consultants suitably qualified in medicine and occupational health shall be engaged by Woodlawn Mines in a long term consulting and monitoring capacity.
- 46.4 The occupational health service will be provided to the standard laid down by the Occupational Health Nurses Association of Australia.
- 46.5 An emergency rescue squad, in each Department, will receive appropriate training in first aid and rescue on a continuing basis.
- 46.6 Standard on-going courses for employees elected to the rescue teams will be set up, together with a requirement that all employees have the option of completing a first aid course and subsequent refresher courses.
- 46.7 First aid competitions will be arranged for emergency squads.
- 46.8 Underground rescue teams shall on each crew be lead by the non - award supervisor trainer.
- 46.9 An emergency rescue vehicle capable of use underground but not restricted to underground use will be stationed at the first aid room. In addition, in the event of an emergency, any appropriate underground vehicle may also be used.



47. MEDICAL EXAMINATIONS

Woodlawn will provide free of charge to all employees the opportunity to undergo a medical examination on site in working hours at intervals of not more than 2 years.

A medical examination as to fitness for underground work shall be a prerequisite to permanent employment in underground work.

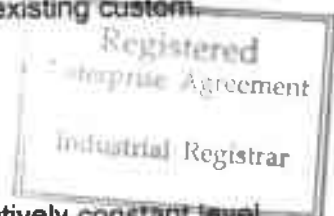
48. SETTLEMENT OF DISPUTES - GRIEVANCE PROCEDURE

To ensure that all disputes are fairly dealt with, including those involving alleged discrimination in employment, the following procedure must be followed:-

- 48.1 The employee involved shall refer the matter to his/her immediate supervisor for resolution. The Supervisor will provide an answer as soon as it is reasonably possible. If the answer provided does not settle the matter it is to be raised with his superintendent and failing settlement, with his department manager.
- 48.2 If the matter is not then resolved the employee is to refer the matter to his union delegate and together the matter will be discussed with representatives of the employer.
- 48.3 If the matter is not settled it should then be referred to the appropriate union organiser who will then confer with the appropriate employer representatives.
- 48.4 If the matter is still not settled it shall be submitted to the Industrial Commission of New South Wales as a dispute for resolution.
- 48.5 Until the matter is determined, work shall continue normally. No party shall be prejudiced as to final settlement to existing custom.

49. EMPLOYMENT OF OUTSIDE CONTRACTORS

- 49.1 All parties have the objective of maintaining a relatively constant level of full time employees not subject to constant fluctuation to meet changes in workload although it is acknowledged that as workloads vary some variation in levels of full time employment will occur.
- 49.2 In general, capital works will be carried out by Contractors, but Woodlawn will ensure that the workforce is informed as to the nature of the works and given an opportunity for input prior to tendering.
- 49.3 Where contractors are employed to supplement Woodlawn's permanent workforce in the normal mining, milling and maintenance work of the mine, it is agreed that the interests of its own permanent workforce are to be safeguarded as follows:



49.3.1 Prior to commencement of work (other than short term specialist work) the Company will advise employees and / or their shop steward in the area concerned as to the nature and duration of the work, the identity of the contractors, and as to the allocation of work between Woodlawn's employees and Contractor's employees.

49.3.2 The employees of contractors shall be given a safety induction by the Company in relation to their area(s) or work, and shall be required to observe mine safety rules.

49.3.3 Employees of such contractors will not be paid less than the Level 5 rate of pay for the equivalent labour classification at Woodlawn.

49.3.4 Contractors will be required to provide their own amenities where sharing Woodlawn's is likely to cause inconvenience.

49.3.5 Woodlawn will not employ outside contractors for the purpose of removing any Woodlawn employee from its employ.

49.3.6 The employment of contractors should not deprive Woodlawn's employees of the opportunity to perform overtime (including work on Public Holidays) they would otherwise perform, nor prevent them from progressing through the multiskilling training programme nor result in Woodlawn's employees being required to work a disproportionate amount of work on night or afternoon shift.

49.4 Where any employee believes he or she is disadvantaged by the employment of outside contractors, he / she may pursue his / her grievance through the normal channels of the grievance procedure.

50. CONSULTATION

It is recognised by the parties to this Agreement that employees need to be involved in the process of decision making which affects them. The aim of this agreement is to ensure that whilst Woodlawn retains the ability to manage and implement management decisions it takes into account the views and needs of employees without employees having a right of veto.

To this end it is agreed between the employer and employees that the General Manager of Operations shall at intervals of not more than 3 calendar months provide to employees through meetings with the entire workforce data relating to the safety, production and financial performance of the minesite and in addition any matters which may affect employees or their entitlements.

In particular that process of consultation shall embrace proposed changes in manning levels, proposed changes in processes, technology and equipment likely to affect employees, and prior to any redundancies taking place, all aspects of such redundancies in an endeavour to avoid their occurrence.

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This process of consultation shall not prevent further discussion with employees and or their representatives taking place, nor restrict the right of unions to negotiate in relation to matters of the introduction of new processes, technology or equipment.

51. TRADE UNIONS

51.1 Shop Stewards

An employee elected a shop steward in the shop or department in which he/she is employed shall, upon notification thereof to the employer, be recognised as the accredited representative of the Union to which he/she belongs and he/she shall be allowed the necessary time on site during working hours to discuss matters affecting the employees whom he/she represents with a representative of the employer and/or a representative of his/her union organisation without loss of pay. Payment for employees generally involved in union related activity will be in accordance with policy agreed on 26.2.90.

51.2 Union Picnic Day

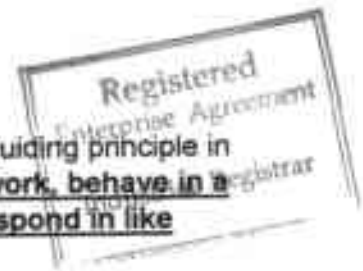
A union picnic day will be held on the first Monday in December as a paid day off. Woodlawn will, if requested by the picnic committee, collect contributions and issue tickets for the picnic. It is not however either a condition of employment, or a pre-condition for payment that employees either attend the picnic or purchase a ticket.

51.3 Trade Union Training

An employee who has been endorsed by his or her union/and management shall be entitled to ten (10) days study leave per year to attend official trade union training courses. Payment shall be made at the rate the employee would have earned if he or she had been at work, not inclusive of overtime rates, but no payment will be made in respect of days on which the employee was not otherwise required to attend for a normal working shift.

52. WOODLAWN BEHAVIOUR CODE

Woodlawn's code of Behaviour, which shall be used as a guiding principle in all behaviour matters, is this:- "Employees will, whilst at work, behave in a fair, safe and honest manner", and the Company will respond in like manner.



53. LEAVE RESERVED

Leave is reserved to the unions to pursue any or all of the following matters during the currency of this Agreement.

53.1 Electrician's Licence as follows:

Should major increases in licence fees, ahead of increases in wage movements since February 1987 occur, leave is reserved to the E.T.U. in regard to electrical tradespersons' wage rates.

53.2 State Wage Case Adjustments

Woodlawn retains the right to offset the increases in wage rates in this Agreement against future community movements in wage rates during the 12 month period following finalisation of the Agreement whether as a result of State or National Wage Cases or otherwise.

At the end of the 12 month period following finalisation of the agreement, leave is reserved to the parties to pursue flow on of general alterations in wages arising out of State Wage Case decisions during the remainder of the term of this Agreement.

54. AREA, INCIDENCE AND DURATION

This Agreement applies to all employees of Woodlawn Mines NSW, in classifications defined in Clause 5 hereof, coming within the jurisdiction of the Metalliferous Miners and General (State) Conciliation Committee, and shall apply equally to those employees whether engaged at the Woodlawn Mine Site, Cowley Hills or Currawang Mine sites.

This Agreement shall take effect as from the date of registration or ratification by the NSW Industrial Commission and shall remain in force for 2 years as from that date.

This Agreement when registered shall replace Enterprise Agreement Number 441 of 1994.


55. NO EXTRA CLAIMS

It is a term of this Agreement that the unions undertake that for the period of the package they will not pursue any extra claims, award or over-award, except where consistent with the State Wage Case Principles.




SIGNED for an on behalf of)
)
WOODLAWN MINES by)

 17.12.96

in the presence of:
 17/12/96

SIGNED for an on behalf of)
)
THE AWU-FIME, AMALGAMATED)
UNION, NEW SOUTH WALES,)
(GREATER NEW SOUTH WALES)
BRANCH))

 17.12.96

in the presence of:



SIGNED for an on behalf of)
)
THE AUTOMOTIVE, FOOD, METALS)
ENGINEERING, PRINTING AND)
KINDRED INDUSTRIES UNION,)
NEW SOUTH WALES BRANCH)

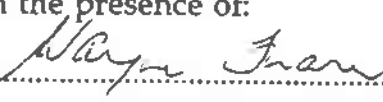
 23/12/96

in the presence of:
.....



SIGNED for an on behalf of)
)
THE ELECTRICAL TRADES UNION)
OF AUSTRALIA (NEW SOUTH)
WALES BRANCH))

 19.12.96.

in the presence of:


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