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ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/27

TITLE: Commercial Minerals (Gulgong) Enterprise Agreement 1998

I.R.C. NO: 98/6336

DATE APPROVED/COMMENCEMENT: 17 December 1998

TERM: 30 July 2000

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA97/68

GAZETTAL REFERENCE:

DATE TERMINATED:

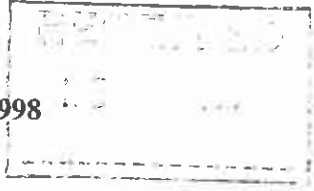
NUMBER OF PAGES: 29

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees at Commercial Mineral Limited, Gulgong and Tallawang, employed under the Rock and Ore Milling and Refining (State) Award (IG vol 288 p632) and all variations thereof and the Metal and Engineering Industry (New South Wales) Award (IG Vol 264 p536) and all variations thereof

PARTIES: Commercial Minerals Limited -&- The Australian Workers' Union, New South Wales





**COMMERCIAL MINERALS LIMITED
(GULGONG)
ENTERPRISE AGREEMENT 1998**

PREAMBLE

This Enterprise Agreement is made in pursuance of Chapter 2, Part 2 of the Industrial Relations Act 1996, this _____ day of _____ 1998 between Commercial Minerals Limited ("the Company") the Australian Workers Union – New South Wales ("the union") and other employees employed pursuant to the Rock and Ore Milling and Refining (State) Award (IG Vol 288 p632) and all variations thereof or the Metal and Engineering Industry (New South Wales) Award (IG Vol 264 p536) and all variations thereof

**PART A.
PROCEDURAL MATTERS**



1. TITLE

The Enterprise Agreement shall be known as the Commercial Minerals Limited (Gulgong) Enterprise Agreement 1998.

2. ARRANGEMENT

Subject Matter

Part A - Procedural Matters

Title	1
Arrangement	2
Scope and Persons Bound	3
Locality	4
Commencement and Duration	5
Relationship to Parent Award and Other Awards.....	6
Re-negotiation of Agreement	7
No Duress	8

Subject Matter

Clause Number

Part B - Substantive Provisions



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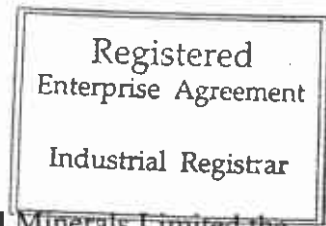
COMMERCIAL MINERALS GULGONG ENTERPRISE AGREEMENT, 1998

Purpose of Agreement 1
Consultative Mechanisms 2
Joint Commitment 3
Occupational Health and Safety 4
Flexibility and Skills Development 5
Reduction of Absenteeism 6
Wages 7
Future Wage Increases 7A
Use of Contract Labour 8
Introduction of New Technology 9
Operational Flexibility 10
Hours of Work 11
Crib Break and Washing Time 12
Time off in Lieu of Overtime 13
Call Back..... 14
Training Leave 15
Company/Plant Close Down Periods 16
Bereavement & Compassionate Leave 17
Casual Employees 18
First Aid..... 19
Dispute Settlement Procedure 20
Union Meetings..... 21
Uniforms 22
Redundancy..... 23
Superannuation 24
Signatories..... 25
Appendix

Schedule 1 - Classification Structure

Schedule 2 - Wage Rates

3. SCOPE AND PERSONS BOUND



This Enterprise Agreement shall be binding upon Commercial Minerals Limited the Australian Workers Union - New South Wales and the employees of the company whose employment;

- (1) is otherwise covered by the terms and conditions of the Rock and Ore Milling & Refining (State) Award, an award of the New South Wales Industrial Relations Commission; (IG Vol 288 p632) and all variations thereof.
- (2) Would, but for the operation of this agreement, be covered by the terms and conditions of the Metal & Engineering Industry (NSW) Award, an award of the Industrial Relations Commission of New South Wales (IG Vol 264 p536) and all variations thereof and whose classifications are set out in Part 1 of Schedule 1 of this agreement.

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COMMERCIAL MINERALS GULGONG ENTERPRISE AGREEMENT, 1998

- (3) This agreement succeeds and replaces the Commercial Minerals Limited (Gulgong) Enterprise Agreement 1996 (IRC 1611 of 1997) which came into effect on the 11th of April 1997. No right or benefit that accrued under the previous agreement is affected by that agreement's supersession by this agreement.

4. LOCALITY

This Enterprise Agreement will apply to the Company's worksites at Gulgong and Tallawang as well as various clay pits within the locality.

It is accepted by the parties that employees covered by this agreement may be required to commence work on any day or shift for which they are already rostered at any one of the abovementioned sites and therefore no entitlement to additional fares or travelling allowance shall arise.

Employees shall be notified by at least the preceding day or shift of the site to which they are to report for the purpose of commencing work.

Provided that if after having reported to a nominated site for the purpose of commencing work, the employee is then required to report to another site within the locality during the day or shift, such transfer shall be in the companies time and at the companies expense.

If a company vehicle is required to be picked up by an employee at the start of a day or shift at a nominated site, then that site is deemed to be the site at which work commences for the purposes of this clause.

By arrangement with the employer, an employee may take a company vehicle home at the completion of work on a day or shift. In this case the nominated site to which the employee is to report at the commencement of the next day or shift shall be deemed to be the site at which work commences for the purpose of this clause

5. COMMENCEMENT AND DURATION

This Agreement will come into force on.....
force until 31 August 2000



6. RELATIONSHIP TO PARENT AWARD AND OTHER AWARDS

This Enterprise Agreement is to be read in conjunction with the Rock and Ore Milling & Refining (State) Award (the "parent award"). The parent award covers the employment of production and operational personnel by the company. Where there is any inconsistency between the parent award and this agreement, the terms and conditions of this agreement shall prevail to the extent of the inconsistency

The parent award does not apply to maintenance personnel employed by the company, whose terms and conditions of employment are regulated by the Metal & Engineering Industry (NSW) Award.

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COMMERCIAL MINERALS GULGONG ENTERPRISE AGREEMENT, 1998

Accordingly, this enterprise agreement and the parent award ;

- (1) shall operate to the exclusion of the Metal & Engineering Industry (NSW) Award in its entirety;
- (2) shall confer upon all maintenance employees of the company the terms and conditions of this agreement or where this agreement is silent, the terms and conditions of the parent Award

It is intended that this Enterprise Agreement provides for terms and conditions of employment which may differ from those set out in the Parent Award. Accordingly, where there is any inconsistency between the terms and conditions of this Enterprise Agreement and those in the parent Award, the provisions of this Enterprise Agreement will prevail.

7. RE-NEGOTIATION OF AGREEMENT

The parties to this agreement will commence to review this Enterprise Agreement and renegotiate its provisions at least six months prior to its expiration. In particular, the parties agree that successful implementation of this agreement will, in principle, lead to the renewal of the terms of this agreement.

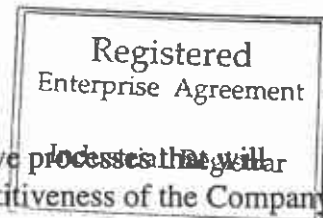
8. NO DURESS

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

PART B SUBSTANTIVE PROVISIONS

1. PURPOSE OF AGREEMENT

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



2. CONSULTATIVE MECHANISMS

The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structure within the workplace. The principal Consultative Structure is the Single Bargaining Unit. ("SBU")

Single Bargaining Unit

WBE

COMMERCIAL MINERALS GULGONG ENTERPRISE AGREEMENT, 1998

The Single Bargaining Unit shall consist of:

- (1) Employer representatives employed by Commercial Minerals Limited.
- (2) Employee representatives elected by AWU members employed by Commercial Minerals Limited who shall be members of the AWU.
- (3) An employee representative elected by employees who are not union members.

The role of the Single Bargaining Unit shall be:

- (1) To monitor the ongoing application of the Agreement to ensure it's effective operation.
- (2) To ensure that any Key Performance Indicators (KPI's) established adequately reflect a proper measure of productivity performance at Commercial Minerals Limited
- (3) To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
- (4) To provide a forum for information flow between the employer and employees.
- (5) Decisions shall be by consensus and will operate as recommendations for review by Senior Management and all employees.
- (6) A Notice board of suitable dimensions shall be provided by the company for the purpose of displaying union notices and notices from the single bargaining unit.

3. JOINT COMMITMENT

- 3.1 It is the joint commitment of the parties to work together to make operations in Gulgong highly competitive, excelling in occupational health and safety awareness, productivity, quality and environmental responsibility through flexibility, communication and commitment to continuous improvement.
- 3.2 The joint intention is to create an environment which will encourage and support a highly skilled and committed workforce where participation and development of employees will be a priority for the betterment of the individual and the business.
- 3.3 Subject to Clause 20, Mixed Functions of the Parent Award, work will be organised to maximise the flexibility of the workforce and enable employees to work to the limits of their skills and capabilities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained.
- 3.4 It is agreed that employees will be changed and ready to start work at their work station by no later than starting time each shift



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3.5 The parties are committed to continuous improvement in occupational health and safety standards through the implementation of an organisational framework within the workplace which involves all parties in protecting employee's health and safety. At all workplaces covered by this Agreement, the parties are committed to implementing the best achievable levels of health and safety. The parties shall institute procedures for collecting information on the nature of hazards and incidence of injuries.

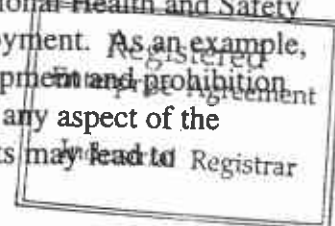
3.6 The key elements of the agreement are:

- ♦ Arrangement
- ♦ Single Bargaining Unit
- ♦ Flexibility and Skills Development
- ♦ Future Wage Increases
- ♦ Introduction of New Technology
- ♦ Joint Commitment
- ♦ Occupational Health and Safety
- ♦ Operational Flexibility
- ♦ Performance Feedback - Career Development
- ♦ Purpose of Agreement
- ♦ Reduction of Absenteeism
- ♦ Use of Contract Labour

4. OCCUPATIONAL HEALTH AND SAFETY

4.1 The parties commit to implementation of the Commercial Minerals Limited Occupational Health and Safety Policy, together with all statutory requirements following consultation and agreement through Occupational Health and Safety Committee, relating to Occupational Health and Safety issues.

4.2 All employees agree that adherence to the Company's Occupational Health and Safety Policy and statutory requirements shall be a condition of employment. As an example, this policy includes requirements for the wearing of safety equipment and prohibition on drugs and alcohol in the workplace. Failure to comply with any aspect of the Occupational Health and Safety Policy or statutory requirements may lead to disciplinary action and/or dismissal.



4.3 All employees shall be committed to identifying and minimising (or eliminating where possible) occupational health and safety risks to the people associated with the business.

5. FLEXIBILITY AND SKILLS DEVELOPMENT

5.1 It is recognised by the parties that in order to increase the efficiency, productivity and competitiveness of the business, a greater commitment to flexible team-based job roles, to training and to skill development is required. The commitment is to:

- ♦ Developing a more highly skilled and flexible workforce.

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COMMERCIAL MINERALS GULGONG ENTERPRISE AGREEMENT, 1998

- ♦ Providing employees with appropriate opportunities for career development through training to acquire additional skills.
- ♦ Removing barriers to the utilisation of skill acquired.

5.2 As an example, and subject to Clause 20, Mixed Functions of the parent award, this agreement specifically recognises that multi-skilling is a job requirement and that employees will perform any tasks required of them to the limits of their skill, competence and training.

This means that subject to the approval of the maintenance supervisor, production employees may at times be required to assist maintenance workers and that in turn, maintenance employees may be required to perform operator or production work.

- 5.3 It is the company's intent to have at least one employee trained as a back-up employee for every available position on each shift. If necessary and in emergent circumstances and provided that the usual employees undertaking these tasks are unavailable, suitably qualified staff or contract labour may be used as back-up.
- 5.4 Payment of higher duties at higher classification levels will only occur in those circumstances where employees both acquire and utilise the necessary skills.
- 5.5 This clause shall not be used to promote de-skilling

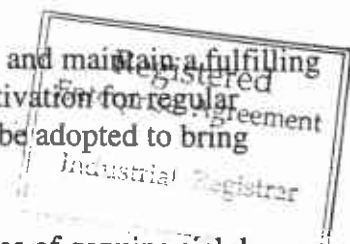
6. REDUCTION OF ABSENTEEISM

6.1 It is acknowledged by the parties to this agreement that absenteeism is an ongoing problem. It is hereby agreed that every effort will be made by all parties to this agreement to see the incidence of absenteeism reduced.

6.2 As part of these efforts, the company shall endeavour to create, and maintain a fulfilling work environment which shall contribute to an employee's motivation for regular attendance at work. In addition, the following measures are to be adopted to bring about a reduction:

Sick leave is provided for under the parent Award for cases of genuine sick leave only. To this end, the company requires an employee who is absent on account of sick leave, on any day, to produce a medical certificate or Statutory Declaration as reasonable evidence to prove that the employee was unable to attend for duty on the day or days in question. Provided that the company agrees that the first two single days sick leave taken by an employee each year shall not require the production of a Doctor's Certificate or Statutory Declaration. Provided further that an employee, on returning to work after each of the first two single days sick leave shall be required to complete and sign a leave of absence request form.

An employee claiming sick leave must report his or her absence to his or her supervisor at the commencement of the absence by no later than one hour after



134

COMMERCIAL MINERALS GULGONG ENTERPRISE AGREEMENT, 1998

the starting time of his or her shift and must at that time state the nature of the illness and the expected length of the absence.

It is understood by all parties to this agreement that the above policy will be uniformly applied by the company to employees covered by this agreement and that payment for sick leave will only be made where the above conditions are complied with.

These conditions shall also apply to casual employees, notwithstanding that sick leave is not payable.

7. WAGES

Wages payable under this Agreement are inclusive of Shift penalty rates, Leading Hand Allowance, Disability Allowance and First Aid Allowance that would otherwise apply in accordance with Clause 4 of the parent Award. This is in recognition of the practice adopted on 1 July 1995.

Provided that employees rostered to work ordinary hours on a Saturday, Sunday or Public Holiday shall be paid time and one half for a Saturday, Time and Three Quarters for a Sunday and Double Time for a Public Holiday in accordance with Clause 4 Wages, sub-clause (iv) of the parent award.

Wages applying immediately prior to the signing of this agreement are set out in the column headed "1997" in Schedule 2 of this Agreement.

7A. FUTURE WAGE INCREASES AND PAYMENT OF WAGES

7A.1 Wage rates to be paid prior to the date of filing of this agreement to employees are set out in the column headed "1997" in Schedule 2.

7A.2 From first pay period commencing on or after 17 August 1998 employees wage rates will be increased by 3% and will be those set out in the column headed "1998" in Schedule 2. From the first pay period commencing on or after 16 August 1999 employees wage rates shall be increased by a further 3% and will be those set out in the column headed "1999" in Schedule 2.

7A.3 The increases referred to in 7A.2 above shall, in accordance with the relevant State Wage Fixing Principles and, to the extent that those principles allow, be paid in lieu of any further Arbitrated Safety Net Adjustment payment or award increases.

7A.4 The wage rates payable under this agreement are in contemplation of all disabilities associated with the site. Therefore those disabilities are not to be subject of claims for an additional allowance or allowances during the term of this agreement.

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Industrial Registrar

138

7A.5 There will be no further claims during the term of this Agreement. There will be no flow on of wages outcomes arising from National Wage Cases or, subject to 7A.3 and 7A.4 State Wage Cases during the life of this Agreement.

7A.6 Wages are to be paid fortnightly by electronic funds transfer into a financial institution account nominated by the employee provided that said account has the facilities to receive payment by electronic funds transfer.

7A.7 The parties agree that employees shall be paid at overtime rates for all waiting time if wages are not deposited into a financial institution referred to in 7A.7 above by 12:15 pm on the Wednesday of the pay week

8. USE OF CONTRACT LABOUR

It is acknowledged that the company shall have the right to employ contract labour in the event of emergency, employee sickness or accident or in other circumstances where the situation dictates.

The elected union delegate at the site will be notified of the intention to engage contract labour

There shall be no right to engage contract labour where industrial action is taken over a genuine safety issue

9. INTRODUCTION OF NEW TECHNOLOGY

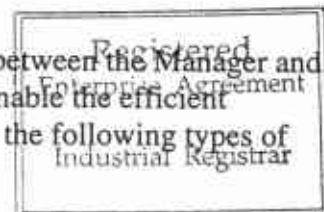
The union and the employees agree to co-operate positively with the introduction of new technology over the life of this agreement.

10. OPERATIONAL FLEXIBILITY

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

Any changes shall occur after consultation and agreement between the Manager and the employees affected. Such operational flexibility shall enable the efficient performance of work within the company and may result in the following types of changes:

- ♦ the commencement and finishing times of shifts.
- ♦ the length of the shift on any particular day.
- ♦ the days on which RDO's are taken.



COMMERCIAL MINERALS GULGONG ENTERPRISE AGREEMENT, 1998

- the working of a public holiday at ordinary rates with a substitute day to be taken by agreement.

the observance of union picnic day on a date other than that prescribed by the parent award

provided that neither party shall unreasonably withhold consent to a proposal that seeks to provide operational flexibility in the working of hours.

11. HOURS OF WORK

Day Shift shall be worked between the hours of 7:00 am and 3:00 pm Monday to Friday

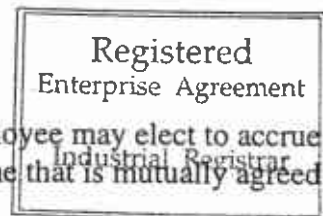
Afternoon Shift shall be worked between the hours of 2:30 pm and 10:30 pm Monday to Friday. Starting and finishing times may be varied seasonally by agreement.

12 CRIB BREAK AND WASHING TIME

- 12.1 Crib breaks of ten minutes and twenty minutes shall be allowed to employees each day without loss of pay in lieu of clause 3 Recognised Meal Break of the Parent Award.
- 12.2 Employees shall be allowed five minutes wash up time immediately prior to the Crib Break.
- 12.3 Fifteen minutes before ceasing time each day shall be allowed to employees for bathe up.

13. TIME OFF IN LIEU OF OVERTIME

- 13.1 In lieu of payment for overtime, the parties agree that an employee may elect to accrue up to 8 hours of overtime to be taken as time off work at a time that is mutually agreed between the parties
- 13.2 Time taken off under this arrangement is to be on the basis of time off at the appropriate overtime rate to a maximum of 4 hours on any one occasion
- 13.3 Overtime accrued under this arrangement and not taken within 3 months of accrual shall be paid out to the employee at the appropriate rate on the next pay day immediately following.



14. CALL BACK

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To avoid confusion, it is agreed by the parties that when an employee is required to work four hours overtime or less and said overtime merges with the normal commencing time of the employees shift, said overtime shall not be regarded as a Call Back for the purposes of Clause 5A of the parent award.

15. TRAINING LEAVE

All training, approved of by the company will be undertaken during normal working hours without loss of pay

16. COMPANY/PLANT CLOSE DOWN PERIODS

The company agrees to provide each employee, one month in advance, of any close down period with a written notification stating the period of close down, the number of leave days for which payment will be made, the number of public holidays occurring during the close down period and a statement of monies to be paid to each employee and the date of return to work.

17. BEREAVEMENT AND COMPASSIONATE LEAVE

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

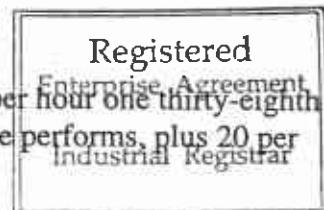
Provided that generally an employee will not be entitled to the full three days unless he or she is responsible for funeral arrangements .

18. CASUAL EMPLOYEES

18.1 A casual employee is one engaged and paid as such.

18.2 A casual employee for working ordinary hours shall be paid per hour one thirty-eighth of the weekly rate prescribed for the work which the employee performs, plus 20 per cent.

18.3 A casual employee for working overtime hours shall be paid per hour one thirty-eighth of the weekly rate prescribed for the work which the employee performs, plus the appropriate overtime loading (50% or 100%).in lieu of casual loading for all overtime hours worked



COMMERCIAL MINERALS GULGONG ENTERPRISE AGREEMENT, 1998

18.4 Casual employees shall not be entitled to payment for annual leave, sick leave and public holidays etc, allowance for which has been made in the loading prescribed in this Clause.

19. FIRST AID

19.1 All new employees including casual employees shall be required to obtain a basic life support Certificate as issued by St John Ambulance or an equivalent qualification as agreed to by the parties within six months of commencing employment.

19.2 All other employees, employed at the date of registration of this Agreement will be required to obtain the qualification referred to in 19.1 by a date to be agreed to by the parties.

19.3 The qualification referred to in 19.1 shall be obtained at the employer's expense.

20. DISPUTE SETTLEMENT PROCEDURE

20.1 Clause 21, Grievance Procedures, of the parent award, as produced below, shall apply to the resolution of disputes and the settlement of grievances.

20.2 Where the application of the processes referred to in 20.1 fails to resolve the dispute or grievance, the dispute or grievance may be referred to the Industrial Relations Commission of New South Wales for conciliation and if necessary, arbitration.

Grievance Procedure

The procedure for the resolution of industrial disputation will be in accordance with section 185 of the Industrial Relations Act 1996. These procedural steps are:

Procedure relating to the grievance of an individual employee:

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

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COMMERCIAL MINERALS GULGONG ENTERPRISE AGREEMENT, 1998

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

Procedure for a dispute between an employer and the employees

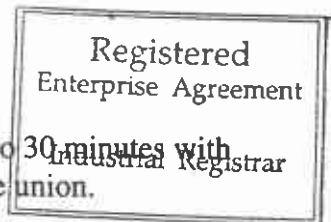
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority
- (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (c) While a procedure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

20.3 Where the application of the processes referred to in Clause 20.1 fails to resolve the dispute or grievance, the dispute or grievance may be referred to the Industrial Relations Commission of New South Wales for conciliation and if necessary, arbitration.

20.4 The parties agree that there shall be no ban, limitation or stoppage while the abovementioned procedure is being applied

21 UNION MEETINGS

Subject to approval of the employer, employees will be allowed up to 30 minutes with out loss of pay for the purpose of attending meetings arranged by the union.



Provided that adequate notice of the intention to hold the meeting shall be provided to the employer

And provided further that approval of the employer will not be unreasonably withheld

22. UNIFORMS

Full Time employees will be entitled to an issue of uniforms as indicated below:-

	<u>Summer</u>	<u>Winter</u>	<u>Non-Seasonal</u>
Trousers	2	2	
Shirt	2	2	
Wind Jacket	-	1	
Boots*			2
Jumper		2	
Hat/Cap			as required

USB

* Boots will be replaced on request after 6 months from issue up to a maximum of 2 pairs per year.

Employees are responsible for maintaining and security of all issues. Issues to be made in April (winter) and October (summer).

23. REDUNDANCY

23.1 The Provisions of Clause 24, Redundancy, of the parent award shall apply to employees covered by this agreement.

23.2 Relocation

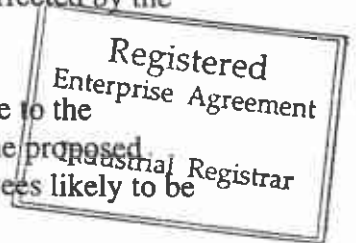
This package shall apply in the event that the company relocates from its current location at Gulgong and shall apply to all employees, including permanent part-time employees who are members of the Australian Workers Union.

23.2.1 Preliminary advice of Relocation

(a) The company will, as soon as possible after a decision to relocate has been taken, advise employees and the union of the intended date of the relocation of operations or part of the business.

(b) The Company shall hold discussions with the employees directly affected by the decision to relocate and their union

(c) For the purpose of discussion, the company shall in writing provide to the employees concerned and their union, all relevant information about the proposed relocation, including the reasons, the number and categories of employees likely to be affected and the period over which the relocation is likely to occur.



(d) Employees being offered relocation to within the Sydney Metropolitan Area are to be given at least four weeks notice of the transfer to allow each employee to consult with his or her union representative. The company may provide four weeks pay in lieu of notice or may provide part notice and part payment in lieu to a total of four weeks.

(e) Employees being offered relocation to a position located outside of the Sydney Metropolitan Area shall be provided with four weeks notice of the transfer. Such notice shall include a written description of the award and over-award conditions applying at the position being offered. The company may provide four weeks pay in lieu of notice or may provide part notice and part payment in lieu to a total of four weeks.

(f) Employees who do not accept relocation under this clause shall be entitled to the redundancy provisions of the Parent Award. Provided that the company may provide notice (or payment in lieu) according to the parent award redundancy provisions and under this clause simultaneously.

23.3 Redeployment

COMMERCIAL MINERALS GULGONG ENTERPRISE AGREEMENT, 1998

- (a) An employee whose position is redundant and is offered and accepts significantly different employment within the Commercial Minerals Group shall not, except as hereinafter provided, be entitled to the redundancy provisions of the parent award.
- (b) Significantly different employment means work of a different nature involving reclassification and/or relocation
- (c) Employees accepting continued employment with the Commercial Minerals Group will, where practicable, be offered a position of the same classification and rate of pay or higher.
- (d) An employee who transfers to new duties and as a result is placed in a lower paid classification shall be entitled to the same notice of transfer as he or she would have been had he or she been retrenched from the company and the company may at the company's option, make payment in lieu thereof of an amount equal to the difference between the ordinary time rate of pay of the former position and the ordinary time rate of pay of the new position for the number of weeks of notice still owing. An employee who transfers to a new lower paid position shall, all other things being equal, be given first preference in selection for a vacant position in the employee's former classification.

23.4 Trial Period

(a) The first 6 weeks of employment in a relocated or redeployed position shall be regarded as a trial period by the company and the employee. Where an employee resigns or is terminated by the company for reasons other than those justifying disciplinary dismissal during the trial period, the employee will be entitled to the redundancy provisions of the parent award in the same way as he or she would have been entitled had the employee been retrenched instead of being relocated or redeployed. Except that the employee shall not be entitled to any additional notice or payment in lieu if the employee resigns. An employee resigning or being terminated by the company during the trial period will have his or her redundancy entitlements calculated on the basis of the wage rate that applied to the employee in his or her former position.

(b) Employees who are terminated by the company during the trial period for reasons other than those justifying disciplinary dismissal shall be allowed the equivalent of one day's leave with pay for each week of notice for the purpose of seeking other employment and attending job interviews. Time off during notice will be by prior arrangement with the company, subject to confirmation of the purpose, and, at a time mutually agreed.

23.5 Preservation of Entitlements for Relocated or Redeployed Employees.

(a) The period spent by the employee in the relocated or redeployed position shall count as service continuous on service in the former position for all purposes of the redundancy provisions of the parent award.

(b) Employees who are relocated and/or redeployed shall be given a certificate of service indicating the reason for the relocation and/or redeployment and shall list the employee's classification at the time of transfer, as well as credits for training modules

COMMERCIAL MINERALS GULGONG ENTERPRISE AGREEMENT, 1998

completed towards the next classification level, and a description of the processes performed by the employee.

23.6 Removal Expenses

(a) An employee relocated to a position outside of the Gulgong Area or interstate will receive a one off relocation incentive payment of \$2,000.00 three months after the transfer in recognition of the efforts needed to effect the relocation. In addition and subject to the employee presenting a quote for removal expenses that is agreed to by the company, all of the employee's removal expenses shall be paid by the company.

(b) Employees relocated to a position outside the Gulgong Area or interstate who subsequently choose to leave the employment of the company, within the first three months after the relocation shall receive a pro rata payment of the relocation incentive of time in the relocated position to three months.

(c) Employees who are terminated by the company for reasons other than those justifying disciplinary dismissal within the first three months after the relocation shall receive the full relocation incentive.

23.7 Re-Employment

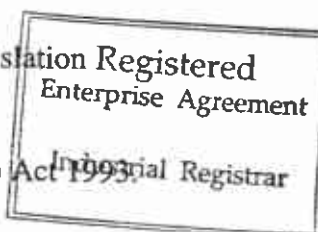
(a) Employees who are retrenched by the company shall be offered preference for re-employment if a suitable vacancy occurs within 6 months of the termination. In this context a "suitable vacancy" means one for which the retrenched employee is qualified and in this case the retrenched employee will be given preference for re-employment over other similarly qualified and experienced candidates.

(b) If a suitable vacancy occurs, the retrenched employee is to be notified of it by telephone, facsimile or registered mail and will be allowed at least five working days to respond.

(c) Where a retrenched employee accepts such re-employment, service following the re-employment shall be regarded as service continuous on the employee's service in his or her former position for the purpose of accumulation of Long Service Leave.

24. SUPERANNUATION

24.1 The subject of superannuation contributions is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, The Superannuation Guarantee Charge Act 1992, The Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. For the purpose of this clause the aforementioned Acts are termed "SGL"



24.2 Notwithstanding 24.1, the following provisions shall also apply to the company and the employees.

(a) On or before the 28th day of each month, the company will pay into the the Normandy Mining Limited Staff Superannuation Fund Pty Ltd, or in the case of existing members of the fund, the Normandy Industrial Minerals Limited Staff Superannuation Fund Superannuation Fund (Which are complying funds for the purposes of SGL) the total sum of the weekly contribution amounts accrued the

COMMERCIAL MINERALS GULGONG ENTERPRISE AGREEMENT, 1998

previous month on behalf of each employee, in addition to any other voluntary contribution made by the employee in respect of superannuation.

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

24. SIGNATORIES

For and on behalf of the Australian Workers Union - New South Wales and its members.

R. K. Kellie

~~Don't know Secretary~~
State Secretary

Date: 19/11/98

W. S. Che

Witness

For and on behalf of Commercial Minerals Limited

J. Mad

Date: 23/11/98

J. Park

Witness

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APPENDIX A

SCHEDULE 1 - CLASSIFICATION STRUCTURE

The classification structure provides guidelines to determine a person's appropriate classification level, pursuant to this Agreement. In determining the appropriate level, consideration must be given to both the characteristics and typical duties/skills. The characteristics are the primary guide to classification as they indicate the level of basic knowledge, comprehension of issues, problems and procedures required and the level of supervision of accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required. The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. The key issue to be looked at in properly classifying an employee is the level of competency and skill that the employee is required to exercise in the work they perform, not the duties they perform per se. It will be noted that some typical duties/skills appear in more than one level, however when assigned a classification to an employee this needs to be done by reference to specific characteristics of the level.

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WBE

TRUCK DRIVER

Entry Requirements

An operator at this level shall possess the necessary licences and ability to operate the Company truck and trailer as well as a front and loader.

Characteristics

The truck drivers duties primarily involves the hauling of crudes from the various clay stockpiles situated in the local district as directed by Management.

The truck driver may also be called upon to undertake general milling duties and other tasks in and around the factory as directed by Management.

Quality

The truck driver must be award of quality requirements, such as visual inspection of crudes hauled, and must report any adverse observations to Management.

Safety

All employees are responsible for safety in the work place.

The truck driver is responsible for ensuring that the vehicles operated by him are regularly inspected and any faults reported to Management.



WJL

EARTHMOVING MACHINE OPERATOR

Entry Requirements

An earthmoving machine operator must have the necessary licences and experience to safely operate earthmoving equipment owned by the company. Equipment comprises of excavators, dozers, front and loaders and trucks.

Characteristics

A machine operators' duties will normally involve the operation of any of the above equipment in such tasks as selective mining, overburden removal, pit site restoration and haulage of crudes.

Specific instructions and plans relating to each project will be supplied by Management who will also supervise the work.

The Machine Operator may be directed to work in other areas of the Gulgong operations as required e.g. wet weather, provided that he is licensed and competent to do so.

Quality

The earthmoving machine operator must be aware of quality requirements, such as the need to visually inspect clay crudes being mined and loaded out. Any change in pattern or determination in quality must be reported to Management.

Safety

All employees are responsible for safety in the work place.

The earth moving machine operator is responsible for ensuring that the equipment operated by him are regularly inspected and any faults reported to Management.



MAINTENANCE SUPERVISOR

Entry Requirements

Appropriate Trade Certificates and other qualifications deemed necessary or demonstrated equivalent experience. This may include fitting, boiler making or other relevant technical qualifications.

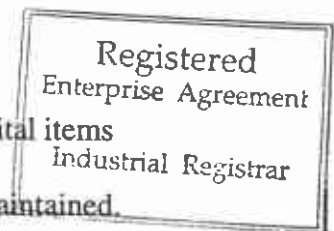
This position requires leadership, supervisory skills of a small team and knowledge of preventative maintenance practices.

Characteristics

This role is responsible for all maintenance required in relation to the Gulgong plant. The task involves planning of work, ordering of parts and materials, and supervision of 1.

In addition the position includes the following typical indicative tasks:

- * Operation of all tools and machinery
- * Basic electrical work (for which licensed)
- * Maintenance of records
- * Carry out repairs to Gulgong plant
- * Liaise with Management in regard to major expenditures and capital items
- * Ensure that all plant is continually functioning and is properly maintained.



Quality

Must be aware of quality requirements and take necessary steps to ensure that these are maintained at all times. Where responsibility lies with others or clarification is needed, then the next level of authority (i.e. Site Manager) is to be advised.

Safety

All employees are responsible for safety in the work place. Employees are required to work safely at all times and to report immediately any safety issues to their Supervisor..

MAINTENANCE FITTER

Entry Requirements

Appropriate Trade Certificates and other qualifications deemed necessary or demonstrated equivalent experience.

Characteristics

This role is responsible for all execution of Maintenance plans at Gulgong as determined by the Maintenance Supervisor, who will also assist.

Some Indicative tasks include:

- * Welding
- * Patching of silos and ductwork
- * Change of mill components (hammers, rollers etc)
- * Dust collector maintenance
- * Packer maintenance
- * Safety guarding
- * Lathe operation
- * Lubrication

Quality

Must be aware of quality requirements and take necessary steps to ensure that these are maintained at all times. Where responsibility lies with others or clarification is needed, then the next level of authority (i.e. State Manager) is to be advised.

Safety

All employees are responsible for safety in the work place.
Employees are required to work safely at all times and to report immediately any safety issues to their Supervisor..



PRODUCTION OPERATOR LEVEL 1

Entry Requirements

An employee at this level will have no previous experience in the mining and processing industry but will be required to have basic literacy skills so as to understand and follow basic, written and verbal instructions and check and record elementary information. A Level 1 Operator shall receive training in Basic Induction, Plant Layout and all aspects of Occupational Health and Safety. They shall also be required to pass an appropriate pre-employment examination. A forklift licence shall be an entry requirement.

Characteristics

Employees at this level will normally perform unskilled labouring tasks and their duties will be performed under close supervision, given that the level of supervision may decrease commensurate with the level of skills and experience required.

Duties at this level are generally manual in nature and offer opportunity for training and development on equipment and machinery essential to the area of work.

Indicative typical duties which employees at this level will perform include:

- * general labouring, housekeeping and elementary tasks from verbal and/or written instructions
- * packing and stacking of product and pallets including sack and bulk bag fitting, check weighting, glue application and pallet labelling
- * operation of a forklift
- * working with a range of equipment and machinery on which the employee is being trained under full supervision thereby giving the employee the opportunity to attain accredited operators licences.
- * performing routine and elementary pre-operational equipment checks (e.g. check tyres, oil, fuel etc).
- * putting away finished pallets under close supervision
- * assisting other employees at this or other levels to the extent of experience acquired or training received.



WBE

TEAM LEADER

Entry Requirements

An Operator at this level shall be a highly skilled employee who is able to completely perform all lower grade tasks and shall have responsibility for all Operators on their shift. Experience as Operator Level 1 is considered highly desirable.

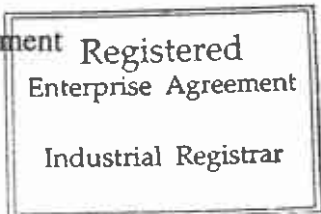
Characteristics

The Team Leader shall:

- * have supervisory responsibility for all employees on their shift and shall be the principal trainer of employees at lower grades
- * be competent in all skills required to safely operate the plant and be competent in the operation of all mobile equipment and mobile tools pertaining to the particular site.
- * understand and adhere to all Occupational Health and Safety requirements so as not to cause injury to themselves or other workers and ensure adherence by those under their supervision.

Indicative typical duties include:

- * overall control of operation of mills, crushers and packaging equipment
- * execution of milling schedules
- * receipt and inspection of raw materials



Quality

Employees at this level will be responsible for the quality of their own work, shall understand and be able to apply quality techniques and ensure that appropriate quality standards are maintained by Operators under their supervision.

Training

Whilst at this level employees will receive training and development to maintain their skill level and develop further skills in preparation for work at higher levels.

WSE

Safety

All employees are responsible for safety in the work place. Employees are required to work safely at all times and to report immediately any safety issues to their supervisor.

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133

DRILLER OPERATOR - LEVEL 1

Entry Requirements

The employee should have a minimum of 12 months experience as a CML mill operator or have past experience as a drill rig operator, preferably in Kaolin.

Possession of a Class C drivers licence is essential.

Characteristics

Employees at this level are required to operate the company drill rig or milling equipment registered supervised by the Driller/Operator Level 2.

Typical indicative duties include:

Drilling

- * Drill rig operation (RAB and Core)
- * Drill rig inspection and maintenance
- * Carry out drilling program as directed
- * Record drill data
- * Advise supervisor and management of any trends, patterns etc.

Milling

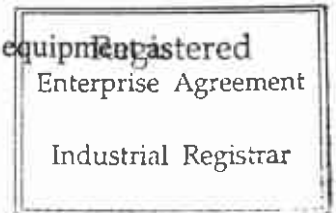
- * Milling duties of mill operator
- * Blunging
- * General duties as directed

Quality

Must be aware of quality requirements and take necessary steps to ensure that these are maintained at all times. Where responsibility lies with others or clarification is needed, then the next level of authority (i.e. Team Leader) is to be advised.

Safety

All employees are responsible for safety in the work place. Employees are required to work safely at all times and to report immediately any safety issues to their supervisor.



DRILLER/OPERATOR LEVEL 2

Entry Requirements

The employee should have a minimum of 12 months experience as a CML mill operator or have past experience as a drill rig operator, preferably in Kaolin.

Possession of a Class C drivers licence is essential.

Characteristics

Employees at this level are required to operate and supervise the company drill rig or milling equipment as directed by the Gulgong Mine Manager.

Drilling operations will normally be supervised by the Mine Manager and company geological staff, who will also plan the drilling program.

A knowledge of Kaolin characteristics is an essential requirement of this job. This is usually only obtained by direct drilling/mining/milling experience.

Driller/Operators are required to be flexible in their working arrangements and to be multi skilled.

Typical indicative duties include:

Drilling

- * Drill rig operation (RAB and Core)
- * Drill rig inspection and maintenance
- * Carry out drilling program as directed
- * Record drill data
- * Advise supervisor and management of any trends, patterns etc.

Milling

- * Milling duties of mill operator
- * Blunging
- * General duties as directed

Quality



WSE

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Must be aware of quality requirements and take necessary steps to ensure that these are maintained at all times.

Where responsibility lies with others or clarification is needed, then the next level of authority (i.e. Mine Manager) is to be advised.

Safety

All employees are responsible for safety in the work place. Employees are required to work safely at all times and to report immediately any safety issues to their supervisor.

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SCHEDULE 2

WEEKLY WAGE RATES

GULGONG

	1997 \$	1998 \$	1999 \$
Team Leader	577.60	594.90	612.80
Production Operator Level 1	518.70	534.30	550.30
Maintenance Supervisor	739.86	762.05	784.90
Maintenance Fitter	714.40	735.80	757.90
Driller/Operator Level 2	598.88	616.80	635.35
Driller/Operator level 1	587.86	605.50	623.66
Earthmoving Plant Operator	554.80	571.40	588.60
Truck Driver	543.40	559.70	576.50

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