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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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**SERIAL C3980****ONESTEEL WIRE PTY LTD NEWCASTLE WIREMILL AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by OneSteel Wire Pty Ltd.

(No. IRC 4230 of 2005)

Before The Honourable Mr Deputy President Harrison

17 August 2005

**AWARD****PART A**

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2.	Rates Of Pay
3.	Leading Hands
4.	Mixed Functions
5.	Special Rates
6.	Electrical Tradespersons - Special Rates
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## PART B

### MONETARY RATES

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## PART A

### 1. Basic Wage

This award, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage as set out in Part B, Monetary Rates.

The said basic wage may be varied by the Industrial Relations Commission of New South Wales under subclause (2) of clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and Other Provisions, of the *Industrial Relations Act 1996*.

A reference in this award to the adult basic wage is to be read as a reference to the adult basic wage currently in force under the said clause 15.

### 2. Rates of Pay

- (i) Adult employees - The minimum award rate of pay of any classification shall, subject to the other provisions of this award, be the award rate attached to that classification as set out in Table 1 - Wages, of Part B, Monetary Rates.
- (ii) In addition to the minimum rates of pay prescribed by this clause, employees receive payments pursuant to the applicable bonus scheme.
- (iii) Junior Employees - Unapprenticed - The minimum rate of pay shall, subject to the other provisions of this award, be the percentage of the 38-hour weekly wage prescribed for the classification Wireworker Level 1 appearing in Table 1- Wages, of the said Part B, calculated to the nearest 10 cents, any broken part of 10 cents in the result not exceeding 5 cents to be disregarded.

Provided that juniors operating any machines and juniors called upon to lift weights of 18 kgs or over (where lifting is permitted by the *Occupational Health and Safety Act 2000*), shall be paid the amount per 38-hour week as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the rates set out in Table 1 - Wages.

- (iv) Tool allowance -
- (a) Engineering and electrical tradespersons shall be paid an allowance for supplying and maintaining tools ordinarily required in the performance of their work as tradespersons. The allowance per week shall be as set out in Item 2 of the said Table 2 for engineering tradespersons employed in the plumbing stream and the amount per week as set out in the said Item 2 for all others. The allowance shall apply for all purposes of the award.
  - (b) Where it was the practice, as at 5 November 1979, for the employer to provide all tools ordinarily required by tradespersons in the performance of their work, the employer may continue that practice and in that event the allowance prescribed in paragraph (a) of this subclause shall not apply to such tradespersons.
  - (c) Notwithstanding paragraphs (a) and (b) of this subclause, an employer shall provide for the use of tradespersons all necessary power tools, special-purpose tools, precision measuring instruments and, for sheetmetal workers, snips used in the cutting of stainless steel, monel metal and similar hard metals.
  - (d) Tradespersons shall replace or pay for any tools supplied by their employer if lost through their negligence.
- (v) Electrical tradesperson's licence allowance - An additional amount per week as set out in Item 3 of Table 2 shall be paid to an employee employed and working as an electrical tradesperson and possessing the Qualified Supervisor's Certificate (Electrician) or a Certificate of Registration (Electrician) issued by the appropriate authority.
- (a) This amount shall be paid for all purposes of the award.

### **3. Leading Hands**

- (i) Employees in the wireworker model and the electrical and building related streams of engineering, appointed by the Company as leading hands, shall be paid additional amounts as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (ii) Employees in the serviceperson model and the mechanical and fabrication streams of engineering appointed as leading hands shall be paid additional amounts as set out in Item 5 of the said Table 2.

### **4. Mixed Functions**

Employees shall retain the rate of their ordinary classification for all work performed by them.

### **5. Special Rates**

In addition to the rates of pay prescribed in clause 2, Rates of Pay, the following special rates and allowances shall be paid to employees in building streams and to servicepersons. The provisions of clauses 6, Electrical Tradespersons - Special Rates, and 7, Maintenance - Special Rates, shall not apply to such employees.

- (i) Hot Work -
  - (a) Hot work is work done in places where the temperature raised by artificial means is above 49 degrees Centigrade.
  - (b) Bricklayers and their assistants, whilst engaged on hot work, shall receive an additional rate as set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

## (ii) Wet Places -

- (a) Employees required to work in wet places where the depth of water is such that the top of hip boots supplied by the Company do not afford protection shall be paid the amount per day or shift or part thereof as set out in Item 7 of Table 2.
- (b) This clause shall not apply to drainers and their assistants.

## (iii) Other Special Rates -

- (a) Explosive-powered Tools - Employees required to use explosive-powered tools shall be paid the amount per hour extra as set out in Item 8 of Table 2, with a minimum payment as set out in the said Item 8.
- (b) A plumber engaged on any chokage necessitating the opening up of any soil, waste or drain pipes or scuppers conveying sewage shall be paid, in addition, the amount per day or shift or part thereof as set out in Item 9 of Table 2.
  1. A plumber shall, if required to computer quantities or make up estimates, be paid the amount per hour as set out in the said Item 9, in addition to their ordinary rates of pay.
  2. plumber who works in a place the dimensions or nature of which necessitates working in a cramped position or without sufficient ventilation shall be paid the amount per hour as set out in the said Item 9.
  3. A plumber who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulation material of a like nature or working in the immediate vicinity so as to be affected by the use thereof, shall be paid the amount per hour or part thereof as set out in the said Item 9.
- (c) When work is performed on a swinging scaffold, swinging stage or rope ladder at a height of 7.5 metres above ground level or in a bosun's chair by a plumber or labourer assisting a plumber they shall be paid, in addition, the amount per day or shift or part thereof as set out in the said Item 9.
- (d) A plumber may receive the following:
  1. When required to act on his/her plumber's licence, the amount per hour as set out in Item 10 of Table 2.
  2. When required to act on his/her gasfitter's licence, the amount per hour as set out in Item 10.
  3. When required to act on his/her drainer's licence, the amount per hour as set out in Item 10.
  4. When required to act on his/her plumber's and gasfitter's licence, the amount per hour as set out in Item 10.
  5. When required to act on his/her plumber's and drainer's licence, the amount per hour as set out in Item 10.
  6. When required to act on his/her gasfitter's and drainer's licence, the amount per hour as set out in Item 10.
  7. When required to act on his/her plumber's, gasfitter's and drainer's licence, the amount per hour as set out in Item 10.

NOTE: Gasfitting licence shall be deemed to include coal gas, town gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament

or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (e) Employees who may be required by their employer to act on any of their licence or licences during the course of their employment shall be paid at the rate per hour mentioned in this award for every hour of their employment, whether they have in any hour in fact acted on such licence or not.
  - (f) The provisions of subclause (i) of clause 20, Maximum Payment, shall not apply to the rates prescribed by this subclause.
- (iv) Applying Obnoxious Substances -
- (a) A serviceperson engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid per hour extra the amount as set out in Item 11 of Table 2.
  - (b) In addition, a serviceperson applying such material in buildings which are normally air conditioned shall be paid per hour extra the amount as set out in the said Item 11 for any time worked when the air conditioning plant is not operating.
  - (c) Where there is an absence of adequate natural ventilation the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and, in addition, protective clothing shall be supplied where recommended by the appropriate Government authority.
  - (d) Servicepersons working in close proximity to employees so engaged shall be paid per hour extra the amount as set out in the said Item 11.
  - (e) For the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system shall be deemed to be materials of a like nature.
- (v) Special Rates not Cumulative - Where more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.
- (vi) A plumber, licensed plumber and/or lead burner who is the holder of a certificate of registration under the *Plumbers, Gasfitters and Drainers Act 1979* shall be paid a registration allowance at the rate per hour as set out in Item 12 of Table 2 on the production of such certificate. The allowance shall be paid for all purposes of the award with the exception of clause 10, Saturday Rates for Shift Workers, clause 11, Night Work for Day Workers and Day Shift Workers, clause 14, Overtime, and clause 18, Sunday and Holiday Rates, in which cases it shall be paid as a flat rate for all hours worked; provided that, until such time as the machinery is set up for the issuing of certificates of registration, the allowance will be paid to plumbers, licensed plumbers and/or lead burners for whom registration will be required.

## 6. Electrical Tradespersons - Special Rates

In addition to the rates of pay prescribed in clause 2, Rates of Pay, the following special rates and allowances shall be paid to electrical tradespersons:

- (i) Hot Places - Electrical tradespersons working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 degrees Centigrade and 54 degrees Centigrade - the amount per hour extra as set out in Item 13 of the said Table 2; in places where the temperature exceeds 54 degrees Centigrade - the amount per hour extra as set out in the said Item 13. Where work continues for more than two hours in temperatures exceeding 54 degrees Centigrade employees shall be entitled to 20 minutes' rest after every two hours, without deduction of pay. The temperature shall be decided by the supervisor of the work after consultation with the employee who claims the extra rate.

- (ii) High Places -
- (a) Electrical tradespersons engaged in the construction, erection, repair and/or maintenance of steel frame buildings, bridges, gasometers or other structures at a height of 15 metres or more directly above a substantial level surface shall be paid a height allowance per hour as set out in the said Item 13 and an additional amount per hour as set out in Item 13 for each further 15 metres increase in the height at which work is performed.
  - (b) Electrical tradespersons working on any building or structure in a bosun's chair or swinging scaffold at a height of up to 15 metres directly above a substantial level surface shall be paid a height allowance per hour as set out in the said Item 13 and an additional amount per hour as set out in Item 13 for each further 15 metres increase in the height at which work is performed.
- (iii) Dirty Work - Electrical tradespersons engaged on work which a supervisor and employee shall agree is of an unusually dirty or offensive nature shall be paid the amount per hour extra as set out in the said Item 13. In the case of disagreement between the supervisor and employee the employee or shop steward on their behalf shall be entitled, within 24 hours, to ask for a decision on the employee's claim by the Company's Industrial Officer. In such case a decision shall be given on the employee's claim within 48 hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day) or else the said allowance shall be paid.
- Any dispute arising under this subclause as to whether the work is of an unusually dirty or offensive nature shall be determined pursuant to the *Industrial Relations Act 1996*.
- (iv) Confined Spaces - Electrical tradespersons working in confined spaces (as defined) - an amount per hour extra as set out in the said Item 13.
- (v) Wet Places - Electrical tradespersons required to work in wet places when the depth of water is such that the top of hip boots supplied by the Company do not afford protection shall be paid, in addition, the amount per day or shift or part thereof as set out in the said Item 13.
- (vi) Explosive-powered Tools - Electrical tradespersons required to use explosive-powered tools shall be paid an amount per hour extra as set out in the said Item 13, with a minimum payment as set out in Item 13.
- (vii) Toxic Substances -
- (a) Electrical tradespersons required to use toxic substances shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.
  - (b) Electrical tradespersons using such materials will be provided with, and shall use, all safeguards as are required by the appropriate Government authority.
  - (c) Electrical tradespersons using toxic substances or materials of a like nature, where such substances or materials are used in quantities of 0.5 kg or over, shall be paid an amount per hour extra as set out in the said Item 13. Electrical tradespersons working in close proximity to employees so engaged so as to be affected by the use of such substances or materials shall be paid an amount per hour extra as set out in Item 13.
  - (d) For the purpose of this subclause, toxic substances shall include epoxy-based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system shall be deemed to be materials of a like nature.
- (viii) Definitions - For the purpose of this clause "confined space" means a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation and, subject thereto, includes such a space:

- (a) In the case of a locomotive - inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, saddle tanks or smoke boxes.
  - (b) In other cases - inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers.
- (ix) Special Rates not Cumulative - Where more than one of the above rates provide payments for disabilities of substantially the same nature, only the highest of such rates shall be payable.

### **7. Maintenance - Special Rates**

In addition to the rates of pay prescribed in clause 2, Rates of Pay, the following special rates and allowances shall be paid to employees in the mechanical and fabricating streams and to servicepersons. The provisions of clause 5, Special Rates, and clause 6, Electrical Tradespersons - Special Rates, shall not apply to such employees.

- (i) Confined Space - Working in confined space (as defined) - the amount per hour extra as set out in Item 14 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (ii) Dirty Work - Work which a supervisor and employees shall agree is of an unusually dirty or offensive nature - the amount per hour extra as set out in the said Item 14.

In the case of disagreement between the supervisor and the employee, the employee or a shop steward on the employee's behalf shall be entitled, within 24 hours, to ask for a decision on the employee's claim by the Company's Industrial Officer. In such case a decision shall be given on the employee's claim within 48 hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day) or else the said allowance shall be paid.

Any dispute arising under this subclause as to whether the work is of an unusually dirty or offensive nature shall be determined pursuant to the *Industrial Relations Act 1996*.

- (iii) Hot Places - Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 degrees Centigrade and 54 degrees Centigrade - the amount per hour extra as set out in the said Item 14; in places where the temperature exceeds 54 degrees Centigrade - the amount per hour as set out in Item 14.

Where work continues for more than two hours in temperatures exceeding 54 degrees Centigrade employees shall be entitled to 20 minutes' rest after every two hours' work without deduction of pay.

The temperature shall be decided by the supervisor of the work after consultation with the employees who claim the extra rate.

- (iv) Explosive-powered Tools - Employees required to use explosive- powered tools shall be paid the amount extra per hour as set out in the said Item 14, with a minimum payment as set out in the said Item 14.
- (v) Slag Wool - Employees handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise shall, when so employed on the construction, repair or demolition of furnaces, walls, floors and/or ceilings, be paid per hour extra as set out in the said Item 14.
- (vi) Special Rates Not Cumulative - Where more than one disability entitling an employee to extra rates exists on the same job, the employer shall be bound to pay only the one rate, namely, the highest for the disability so prevailing. Provided that this subclause shall not apply to confined space, dirty work or hot places, the rates for which shall be cumulative.
- (vii) Rates Not Subject to Penalty Additions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty additions.

- (viii) Definition - "Confined Space" means a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation and, subject thereto, includes such a space inside boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers.

### **8. Hours of Duty**

- (i) All Employees - Ordinary working hours shall be an average of 38 hours per week over the full cycle of the relevant work roster. Ordinary working hours shall not exceed:
- (a) 8 during any consecutive 24 (or 12 where, by agreement, 12 hour shift arrangements are operating); or
  - (b) 152 in 28 consecutive days; except in the case of rostering arrangements which provide for the weekly average of 38 ordinary hours to be achieved over a period which exceed 28 consecutive days.
- (ii) Day Workers
- (a) Ordinary working hours shall be worked Monday to Friday, inclusive, between the hours of 6.00 am and 6.00 pm each day. Provided that day workers may commence their ordinary hours prior to 6.00 am if agreement has been reached between the Company and the employees, and relevant union.
  - (b) Each day, Monday to Friday, inclusive, thirty minutes between the hours of 10.00 am and 2.30 pm shall be allowed to day workers for a meal.

(iii) Shift Workers

Twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked. In the case of 12 hour shift arrangements, two twenty minute crib breaks approximately 4 hours apart (or equivalent arrangements by agreement) will be taken. Each crib break will be taken in accordance with the needs of the operation and will be counted as time worked.

- (iv) Shift Workers - Twenty minutes shall be allowed each shift for crib which shall be counted as time worked.

### **9. Shift Work Allowances for Shift Workers**

- (i) Subject as in the award otherwise provided, shift workers shall be paid, in addition to the rates payable under this award, shift work allowances as follows:

Shift workers whilst working rotating shifts with regular weekly changes shall be paid at the rate per 38-hour week as set out in Item 15 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in respect of all shifts worked.

Provided that each such rotating shift worker so engaged under a roster system which does not provide for at least one-third of their working time in the full cycle of the roster being on day shift, shall be paid an additional amount per week as set out in the said Item 15, in respect of each of any number of afternoon and/or night shifts more than two-thirds of their working time in the roster worked by the employee.

Provided further that working time on day shift shall, if necessary, include shifts rostered off on day shift not exceeding an average over the full cycle of the roster of one per 38-hour week.

Shift workers whilst working shift work which involves regular weekly changes as follows:

1. day shift, night shift;

2. day shift, afternoon shift;
3. day shift, day shift, afternoon shift;
4. day shift, day shift, night shift; or
5. junior shift workers when working under any of the shift systems set out in subparagraphs (1) to (4) of this paragraph, shall be paid as set out in the said Item 15.

Adult shift workers whilst working shift work on shift systems as follows:

6. night shift, afternoon shift;
7. night shift only;
8. afternoon shift only, shall be paid as set out in the said Item 15.

Shift workers who work any afternoon or night shift other than under the shift systems set out in paragraphs (a), (b) and (c) of this subclause, and are not paid in respect of any day shift worked shall be paid per shift at the rate as set out in the said Item 15, for each afternoon or night shift worked.

- (ii) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m., or in the case of 12 hour shift system, subsequent to 8 pm. and at or before 8 am.

#### **10. Saturday Rates for Shift Workers**

Shift workers for their ordinary shift performed on Saturday shall be paid at the rate of time and one-half.

#### **11. Night Work for Day Workers and Day Shift Workers**

- (i) Subject to clause 20, Maximum Payment, but otherwise notwithstanding anything contained herein:

a day worker who is required, in lieu of ordinary day work; or

a day shift worker who is required, in lieu of a day shift on which they would ordinarily be rostered;

to work at night for periods of not less than eight hours on less than five consecutive nights or on less than four consecutive nights when the fifth night is their 38-hour week rostered off night, shall be paid at the rate of time and one-half of the ordinary rate of pay specified in clause 2, Rates of Pay, except on Saturdays, Sundays, 38-hour week rostered off days and holidays; and

in respect of any night in respect of which they have not been given at least 48 hours notice, when the employee shall be paid at overtime rates for day workers.

No shift allowance is payable in respect of night work under this clause.

- (ii) In this clause "night" means any hours between 4.00 p.m. and 8.00a.m., or in the case of 12 hour shift system, between 8 pm and 8 am, and "day shift worker" means a shift worker employed on a shift system involving day shift only.

#### **12. Transfer of Day Workers from Day Work to Shift Work**

Day workers may be employed as, and become, 8 hour shift workers for a period of not less than five shifts or not less than four shifts when the fifth shift is their 38-hour week rostered off shift and 12 hour shift workers for no less than one week, and be paid accordingly.

Provided that an employee shall be paid at overtime rates for any shift upon which they are employed as a shift worker under this clause in respect of which they have not been given at least 48 hours notice.

### 13. Transfer of Shift Workers

A shift worker who is required to work on a shift other than the shift on which they would ordinarily be rostered shall be paid at overtime rates for any such shift in respect of which they have not been given at least 48 hours notice. This provision shall not apply when the employee reverts to the shift on which they would ordinarily have been rostered.

### 14. Overtime

(i) Day Workers - Day workers for all time worked in excess of or outside the ordinary working hours and times prescribed by this award shall be paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter.

(ii) Shift Workers - Shift workers for all time worked:

in excess of the ordinary working shift hours prescribed by this award; or

on more than 11 shifts in 12 consecutive days; or

on a rostered shift off;

or in excess of five and one-half hours without a crib break;

shall be paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter. This subclause shall not apply when the time is worked:

1. by arrangement between the employees themselves; or
2. for the purpose of effecting the customary rotation of shifts.

(iii) General -

(a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least eight consecutive hours off duty between these times shall, subject to this subclause, be released after the completion of such overtime until they have had eight consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

If, on the instruction of the Company, such an employee resumes or continues working without having had such eight consecutive hours off duty they shall be paid at double rates until they are released from duty for such period and they then shall be entitled to be absent until they have had eight consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

Where, immediately after taking an eight-hour rest period pursuant to this subclause, an employee is required to report for work at other than their ordinary day or shift commencing time and reasonable means of transport are not available to them, the Company shall convey them or supply them with conveyance to the works.

(b) A day worker, required to work on a Saturday, Sunday, a 38 - hour week rostered day off or a holiday, or a Monday-to-Saturday shift worker required to work on a Sunday, a 38-hour week rostered day off or a holiday, shall be paid for a minimum of four hours work. Provided that an employee recalled from their home to work overtime shall be paid for a minimum of four hours work. Where the actual time worked is of shorter duration than the applicable minimum specified in this paragraph, the working period shall not be regarded as overtime for the purpose of paragraph (a) of this subclause.

- (c) An employee required to continue at work on overtime for more than one and a half hours after their ordinary ceasing time without having been notified before leaving their work on the previous day that they would be required to work overtime, shall, at the employee's option:
1. be provided, free of cost, with a suitable meal and another meal for each subsequent meal break into which the work extends; or
  2. be paid the amount as set out in Item 16 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for each meal.
- (d) If an employee, pursuant to notice, has provided a meal and is not required to work overtime or is required to work for less than one and a half hours, they shall be recompensed suitably for the meal which they have provided but which is surplus.
- (e) Where an employee working overtime finishes work at a time when reasonable means of transport are not available to them, the Company shall -
1. within a reasonable time convey them or supply them with conveyance to -
    - (A) a reasonable distance from their home; or
    - (B) a place to which they usually travel by public conveyance when returning home from work; or
    - (C) a place from which they can, within a reasonable time, obtain public conveyance to a reasonable distance from their home or the place to which they usually travel by public conveyance when returning home from work; or
  2. pay the employee their current rate of pay for the time reasonably occupied in reaching their home.
- (f) An employee who is recalled from their home to work overtime shall, at the employee's option -
1. be provided, free of cost, with a suitable meal for each normal meal break falling during the overtime for which they were called out; or
  2. be paid the amount as set out in Item 17 of Table 2 for each meal.
- (iv) For the purposes of this clause a recall from home to work overtime takes place when an employee is notified at home of the requirement to return to work.

### **15. Payment for Training**

Notwithstanding the provisions of clause 14, Overtime, approved attendance at authorised training courses will be paid as set out below:

- (i) During Ordinary Working Hours - No deduction from the ordinary weekly wage (award and bonus) for absence due to time spent in tuition, travelling or examination.
- (ii) Outside Ordinary Working Hours - Single-time payment of ordinary wage rate (award and bonus but excluding shift penalties, overtime, etc.) will apply to time spent in tuition or examination only. Payment will not be made to an employee for additional training time which is authorised for reasons such as repeating previously authorised training.

### **16. Requirement to Work in Accordance With the Needs of the Industry**

- (i) For the purpose of meeting the needs of the industry the Company may require an employee to work reasonable overtime, including work on a Sunday and a holiday, at the rates prescribed by this award, and, unless reasonable excuse exists, the employee shall work in accordance with such requirement.

- (ii) Subject to clause 12, Transfer of Day Workers from Day Work to Shift Work, and clause 13, Transfer of Shift Workers, for the purpose of meeting the needs of the industry the Company may require an employee to transfer from one system of work to another system of work, prescribed by this award, at the rate applicable thereto, and, unless reasonable excuse exists, the employee shall transfer in accordance with such requirement.

### **17. Holidays**

- (i) The days on which New Year's Day, Australia Day, Good Friday, the Saturday following Good Friday, Easter Monday, Anzac Day, the local Eight-Hour Day, Queen's Birthday, Christmas Day and Boxing Day are observed and special days appointed by proclamation as public holidays for the State shall be holidays and day workers and Monday-to-Saturday shift workers not required to work on a holiday shall be paid for the holiday at the ordinary rates of pay under clause 2, Rates of Pay, and at an extra rate calculated in accordance with subclause (iii) of this clause.
- (ii) This provision for payment does not apply to:
  - (a) employees whose rostered shift off falls on a holiday (subject to the provisions of paragraph (b) of subclause (ii) of clause 25, Days Added to the Period of Annual Leave or Long Service Leave);
  - (b) employees absent without leave or reasonable excuse on the working day preceding or the working day succeeding a holiday.
- (iii) In addition to payments outlined in subclause (i) of this clause, employees shall also be paid a bonus under the applicable bonus scheme.
- (iv) In addition to the public holidays prescribed in subclause (i) of this clause, one additional public holiday shall apply to an employee on weekly hire on a day mutually agreed between the parties or, failing agreement, as determined by the Industrial Relations Commission of New South Wales.

### **18. Sunday and Holiday Rates**

Employees shall be paid at the rate of double time for all work on Sundays and at the rate of double time and a half for all work done on the holidays prescribed by this award.

### **19. Shift Workers Whose Working Period Includes Sundays and Holidays as Ordinary Working Days**

No working period shall include Sundays and holidays as ordinary working days, except for the following shift workers:

- (i) Firemen,
- (ii) Watchmen, changehouse and first-aid attendants.

### **20. Maximum Payment**

- (i) Shift allowance and special rates shall not be subject to any premium or penalty additions.
- (ii) All rates prescribed by this award shall not exceed double the rates prescribed by clause 2, Rates of Pay, or clause 3, Leading Hands, provided that this subclause shall not apply to any excess due to payments under clauses 5, Special Rates, 6, Electrical Tradespersons - Special Rates, 7, Maintenance - Special Rates, 9, Shift Work Allowances for Shift Workers, or 18, Sunday and Holiday Rates (in respect of work done on holidays).

### **21. Employees Presenting Themselves for Work and Not Required**

Subject to the provisions of clause 29, Contract of Employment, employees who present themselves for their ordinary work without notice that they will not be required, shall be paid at least four hours' pay.

## 22. Junior Labour Unapprenticed

- (i) Junior labour may be employed at work suitable for juniors according to their age.
- (ii) In cases where a junior is capable of performing and does work which ordinarily is not regarded as suitable for a person under the age of 21 years they shall be paid the adult rate whilst to engaged.
- (iii) No youth under the age of 18 years may be required to work overtime unless they are willing to do so.
- (iv) An unapprenticed junior required to work under circumstances which would entitle an adult to payment under clause 5, Special Rates, shall be allowed the same addition as the adult.
- (v) Every unapprenticed junior shall give at least a fortnight's notice of their change of year of age.

## 23. Sick Pay

- (i) An employee who is unable to attend for duty during their ordinary working hours by reason of personal illness or personal incapacity not due to their own serious and wilful misconduct shall be entitled to be paid at ordinary-time rates of pay and, in addition, the bonus payment which would have been payable if they had attended for duty, for the time of such non-attendance, subject to the following:
  - (a) The employee shall not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation.
  - (b) The employee shall, within 24 hours of the commencement of such absence, inform the Company of their inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of the same.
  - (c) The employee shall prove to the satisfaction of the Company or, in the event of a dispute, the Industrial Relations Commission of New South Wales that they are or were unable, on account of such illness or incapacity, to attend for duty on the day or days for which payment under this clause is claimed.
  - (d) The employee shall not be entitled in respect of any year of continued employment to sick pay for more than the number of ordinary working hours specified in paragraph (e) of this subclause. Any period of paid sick leave allowed by the Company to an employee in any such year shall be deducted from the period of sick leave which may be allowed or may be carried forward under this award in or in respect of the earliest year of employment for which the employee has an accumulated or accrued right.
  - (e) The number of ordinary working hours referred to in paragraph (d) of this subclause shall be:
    - 1. in the case of an employee with less than one year's continued employment: 40;
    - 2. in the case of an employee with one or more year's continued employment but less than ten year's continued employment: 64;
    - 3. in the case of an employee with ten or more year's continued employment: 80.
- (ii)
  - (a) The rights under this clause shall accumulate from year to year so long as the employment continues with the Company, whether under this or any other award, so that any part of the number of ordinary working hours specified in paragraph (e) of subclause (i) of this clause which has not been allowed in any year may be claimed by the employee and shall be allowed by the Company, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment. Any rights which accumulate pursuant to this subclause shall be available as follows:

- (1) to any employee entering the employment of the Company on or after 1 January 1986 - for a period of 16 years, but for no longer, from the end of the year in which they accrued;
- (2) to any employee who entered their current employment with the Company before 1 January 1986:
  - (A) during the period between 18 and 31 December 1985 - for a period of 14 years, but for no longer, from the end of the year in which they accrued;
  - (B) during the transition year - for a period of 15 years, but for no longer, from the end of the year in which they accrued;
  - (C) during the first year of employment immediately following the transition year - for a period of 16 years, but for no longer, from the end of the year in which they accrued.
- (b) For the purposes of this subclause "transition year" shall mean, in respect of an employee whose current employment with the Company commenced before 1 January 1986, the year of his/her employment which commenced during 1986.
- (iii) In the case of an employee who otherwise is entitled to a payment under this clause but who, at the time of the absence concerned, has not given three months continuous service in their current employment with the Company, the right to receive payment shall not arise until they have given such service.
- (iv) For the purpose of this clause, continuous service shall be deemed not to have been broken by -
  - (a) any absence from work on leave granted by the Company; or
  - (b) any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee;

provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- (v) Service before the date of the coming into force of this award shall be counted as service for the purpose of qualifying thereunder.
- (vi) In this clause "ordinary working hours" shall include working hours on shifts known as compulsory roster shifts, ring roster shifts or 21st shifts which are paid at overtime rates.

### **23A. State Personal/Carer's Leave Case - August 1996**

- (i) Use of Sick Leave -
  - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 23, Sick Pay, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
  - (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
  - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
    - (1) the employee being responsible for the care of the person concerned; and

- (2) the person concerned being:
- (A) a spouse of the employee; or
  - (B) a de facto who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of the person on a bona fide domestic basis although not legally married to that person; or
  - (C) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (E) a relative of the employee who is a member of the same household where, for the purpose of this subparagraph:
    - (i) "relative" means a person related by blood, marriage or affinity;
    - (ii) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other, and
    - (iii) "household" means a family group living in the same domestic dwelling.

An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purpose -

- (a) An employee may elect, with the consent of the employer, to the unpaid leave for purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (c) of subclause (1) who is ill.

(iii) Annual Leave -

- (a) An employee may elect, with the consent of the employer and subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading, in respect of single-day absences, until at least five consecutive days are taken.

(iv) Time Off in Lieu of Payment of Overtime -

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.

- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
  - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-up Time -
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
  - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (vi) Rostered Days Off -
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
  - (b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
  - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and the employee, or subject to reasonable notice by the employee or the employer.
  - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

### **23B. Anti Discrimination**

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identify and age.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

#### 24. Annual Leave

- (i) Day Workers and Monday-to-Saturday Shift Workers - see *Annual Holidays Act 1944*.
- (ii) Shift workers under clause 19, Shift Workers Whose Working Period Includes Sundays and Holidays as Ordinary Working Days:
  - (iii) In addition to the benefits provided by Section 3 of the *Annual Holidays Act 1944* with regard to an annual holiday of four weeks, an employee who, during the year of their employment with the Company with respect to which they become entitled to the said annual holiday of four weeks, gives service to the Company as a seven-day shift worker under the said clause 19, shall be entitled to the additional leave as below specified:
    1. If during the year of their employment they have served the Company continuously as such seven-day shift worker, the additional leave with respect to that year shall be one week.
    2. Subject to subparagraph (4) of this paragraph, if during the year of their employment they have served for only portion of it as such seven-day shift worker, the additional leave shall be one day for every 33 ordinary shifts worked as a seven-day shift worker.
    3. Subject to subparagraph (4) of this paragraph, the employee shall be paid for such additional leave at the annual leave rate of pay for the number of ordinary hours of work for which such employee would have been rostered for duty during the period of additional leave had such employee not been on such additional leave.
    4. Where the additional leave calculated under this subclause is or includes a fraction of a day, such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
    5. In this clause, reference to one week and one day shall include holidays and non-working days.
  - (iv) Where the employment of a worker has been terminated and they thereby become entitled under Section 4 of the *Annual Holidays Act 1944* to payment in lieu of an annual holiday with respect to a period of employment, they also shall be entitled to an additional payment for three and one-half hours at the annual leave rate of pay with respect to each 21 shifts of service as such seven-day shift worker which they have rendered during such period of employment.
  - (v) A seven-day shift worker under this subclause shall be paid at the appropriate rate for any "compulsory roster" shift, also known as a 21st shift, which they would have worked during their period of annual leave had they not been on annual leave.
  - (vi) Monday-to-Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days - In addition to the benefits provided by Section 3 of the *Annual Holidays Act 1944* with regard to an annual holiday of four weeks, an employee who during the year of their employment with the Company with respect to which they become entitled to the said annual holiday of four weeks, gives service to the Company as a Monday-to-Saturday shift worker who is regularly rostered for duty on Saturdays as ordinary working days, shall be entitled to the additional leave as hereunder specified:
    - (a) For every 13 Saturdays upon which the employee worked an ordinary shift as a Monday-to-Saturday shift worker who is rostered for duty on Saturdays as ordinary working days, the additional leave with respect to that year shall be one day.

- (b) Where the additional leave calculated under this subclause is or includes a fraction of a day, such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
- (vii) All employees - Annual Leave Loading -
- (a) In respect of a period of annual leave an employee shall be paid a loading of 20 per cent or whichever amount, to be calculated for the period of their annual leave, is the less of:
1. the employee's ordinary rate of pay pursuant to the *Annual Holidays Act* 1944 and, where applicable, their annual leave rate of pay pursuant to clause 24, Annual Leave, and clause 25, Days Added to the Period of Annual Leave or Long Service Leave; or
  2. the sum of -
    - (A) the employee's award rate of pay for ordinary time at the commencement of their annual leave, as prescribed by clause 1, Basic Wage; clause 2, Rates of Pay; and clause 3, Leading Hands; and
    - (B) the employee's rate of maximum all-purpose bonus payable at the commencement of their annual leave pursuant to the bonus setting applicable to them.

Provided that an employee who would have worked on shift work had they not been on annual leave shall be paid whichever is the greater of the 20 per cent loading, or the shift work allowances pursuant to clause 9, Shift Work Allowances for Shift Workers, and the weekend penalty rates pursuant to clause 10, Saturday Rates for Shift Workers, and (in respect of Sundays only) clause 18, Sunday and Holiday Rates, that would have been payable to them in respect of ordinary time during their period of annual leave had they not been on annual leave.

- (b) The loading prescribed by this subclause shall apply to payment in lieu of a fully due annual holiday on termination of employment, but shall not apply to proportionate annual holiday payment on termination of employment.

#### **25. Days Added to the Period of Annual Leave Or Long Service Leave**

- (i) In the case of an employee who was, at the commencement of their annual leave or long service leave, employed as a seven-day shift worker under clause 19, Shift Workers Whose Working Period Includes Sundays and Holidays as Ordinary Working Days, one day shall be added to their annual leave period or long service leave period, respectively, in respect of any holiday prescribed by this award which falls within the period of annual leave or long service leave to which they are entitled under this award.
- (ii) employee who is rostered off duty on a day which is a holiday prescribed by this award and who is not required to work on that day shall -
- (a) have one day added to their annual leave period; or
  - (b) by mutual consent be paid, in the pay for the period in which the holiday falls, for the holiday at the rate payable pursuant to subclause (i) of clause 17, Holidays.

This subclause shall not apply when the holiday falls -

- (1) on a Saturday or Sunday, except in the case of employees employed as seven-day shift workers under the said clause 19; or
  - (2) on a Sunday in the case of employees employed as Monday-to-Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days.
- (iii) Any day or days added in the case of annual leave shall be paid for at the annual leave rate of pay and in the case of long service leave shall be paid for at the long service leave rate of pay.

- (iv) Any day or days added in accordance with subclauses (i) or (ii) of this clause, shall be the working day or working days immediately following the period of annual leave or long service leave, respectively, to which the employee is entitled under clause 24, Annual Leave, or clause 26, Long Service Leave.
- (v) For the purpose of subclause (iv) of this clause, working days shall be -
  - (a) in the case of an employee who, at the commencement of their period of annual leave or long service leave, as the case may be, was employed as a day worker - any day of the week, including a day on which the employee concerned would have been rostered off duty if they were not on annual leave or long service leave but excluding a Saturday, a Sunday or a holiday prescribed by this award;
  - (b) in the case of an employee who, at the commencement of their period of annual leave or long service leave, as the case may be, was employed as a Monday-to-Saturday shift worker - any day of the week, other than a Sunday or a holiday prescribed by this award, including a day on which the employee concerned would have been rostered off duty if they were not on annual leave or long service leave;
  - (c) in the case of an employee who, at the commencement of their period of annual leave or long service leave, as the case may be, was employed as a seven-day shift worker - any day of the week, including a day on which the employee concerned would have been rostered off duty if they were not on annual leave or long service leave.
- (vi) Where the employment of a worker has been terminated and they thereby become entitled under Section 4 of the *Annual Holidays Act 1944* to payment in lieu of an annual holiday with respect to a period of employment, they also shall be entitled to an additional payment for each day accrued to them under subclause (ii) of this clause at the annual leave rate of pay.
- (vii) An employee who is employed as a seven-day shift worker under the said clause 19 who -
  - (a) has a day added to their annual leave or long service leave pursuant to subclauses (i) and (ii) of this clause; and
  - (b) such a day falls on a holiday prescribed by clause 17, Holidays, on which the employee would have been rostered to work an ordinary shift were it not for their entitlement to an added day,  
  
shall be paid for such day, in addition to their entitlement under subclause (iii) of this clause, at the rate prescribed by subclause (i) of the said clause 17.

## 26. Long Service Leave

- (i) The terms of the *Long Service Leave Act 1955* shall apply except for the provisions prescribed below::
  - (a) for all service after 1 July 2001, long service leave will accrue at the rate of 13 weeks for each 10 years of service.
  - (b) from 14th December 2001, pro-rata long service leave will be able to be accessed or will be paid out on resignation or termination of the employee, other than in circumstances of summary dismissal, after 5 years continuous service.
- (ii) The award rate (basic wage and margin) element of ordinary pay for long service leave shall be either -
  - (a) that determined in accordance with the *Long Service Leave Act 1955*; or
  - (b) that applicable to the employee at the commencement of their long service leave entitlement,whichever is the greater.

- (iii) Long service leave shall be paid at the employee's ordinary time earnings for the shift roster that the employee would have worked had it not been for the long service leave. This means whilst employees are on long service leave they will be paid their ordinary time rate of pay (award and over-award), shift & weekend penalties and compulsory rostered overtime (ie. such rostered overtime which is currently recognised for the purposes of annual leave, sick leave, superannuation, etc). Payment will also include public holidays penalties provided that the employee would have been required to work the public holiday and the period of long service leave is not subject to added days for such public holiday (eg as provided under NSW LSL Act).

To be eligible to be paid long service leave as per the shift roster, an employee must have been in a permanent shift position for a period of at least twelve months at the time of taking long service leave.

- (iv) Where payment is made in lieu of accrued long service leave, such as on termination of employment, payment shall be at the employee's ordinary time rate of pay (ie excluding compulsory rostered overtime, shift and weekend penalty rates).
- (v) An employee shall be entitled to have all days which are prescribed as holidays by clause 17, Holidays, treated as days appointed by the Governor as public holidays for the purposes of the application to them of Section 4 (4A) of the *Long Service Leave Act 1955*.

### **27. Jury Service**

An employee required to attend for jury service during their ordinary hours; or immediately following an ordinary night shift or immediately preceding an ordinary afternoon shift on which the employee is rostered to work and, as a result of attending jury service, is not reasonably able to report for work on the night shift or afternoon shift:

- (a) shall receive the actual wage that they would have received had they worked their normal shift/s. Employees on jury service who are not empanelled and dismissed for the rest of the day must report for work.
- (b) An employee summoned for jury duty shall notify the Company as soon as possible of the date upon which they are required to attend and shall keep the Company informed of the likely duration of their attendance.

### **28. Compassionate Leave**

An employee shall, on production of acceptable proof of the death of a close relative (including a defacto spouse), be entitled to compassionate leave without deduction from ordinary wages for a period of up to three (3) days, as is reasonable in the circumstances. A period of up to 5 days may be approved where interstate travel is required. Approval of compassionate leave is the responsibility of the Mill Manager, who will use discretion depending upon the circumstances.

Compassionate leave may be taken in conjunction with other leave available under sub-clauses (ii), (iii), (iv), (v) and (vi) of clause 23A, Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

In addition to their ordinary-time work rate of pay, the employee shall be paid the amount of bonus they would have otherwise received during ordinary working hours.

Compassionate leave will not be granted if the period of leave coincides with any other period of paid leave.

### **29. Contract of Employment**

- (i) Subject as provided for elsewhere in this award, employment shall be on a weekly basis.
- (ii) Employment of employees on probation for the first 13 weeks of service shall be from day to day at the weekly rate fixed, determinable at a day's notice. This probationary period shall not apply where

employment follows a period of engagement as defined in clause 42, Supplementary Labour - Rates of Pay.

- (iii) Employees shall perform such work as the Company reasonably shall, from time to time, require, and an employee not attending for or not performing their duty shall, except as provided for by clause 23, Sick Pay, lose their pay for the actual time of such non-attendance or non-performance.
- (iv) Subject as aforesaid, employment shall be terminated by a week's notice on either side, given at any time during the week, or by the payment or forfeiture of a week's wages, as the case may be. Where an employee has given notice or has been given notice by the Company, they shall, upon request, be granted leave of absence without pay for one day or shift during the period of notice in order to look for alternative employment.
- (v) Notwithstanding the provisions of this clause, the Company shall have the right to stand an employee down for refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee and to deduct payment for any day or portion of a day during which the employee is so stood down, provided that -

No employee shall be stood down before an adequate investigation of the circumstances of the alleged offence has been made or, except in the case of a group standing down, before they have had an opportunity to state their case and to adduce witnesses to the fact.

Where a superintendent is on duty in the department, to which the employee is attached, any decision as to the standing down of the employee shall be made by the superintendent.

Where no superintendent is on duty in the department a supervisor may stand an employee down for a period not exceeding the balance of the shift where the employee refuses duty or where the supervisor reasonably is of the opinion that the continued presence of the employee on the plant would be likely to-

1. constitute a hazard either to the employee themselves or to other employees or to plant and equipment; or
2. interfere with the normal and orderly functioning of
3. the Company's operations; or
4. be prejudicial to discipline.

Where a supervisor stands an employee down they shall arrange for the employee to be interviewed by the superintendent not later than the commencement of the employee's next rostered shift of duty or at such other time as may be arranged mutually and the superintendent, after reviewing the case, shall inform the employee of their decision on the matter.

An employee shall be entitled to appeal to the Industrial Department against any decision of a superintendent but the superintendent's decision shall take effect pending the determination of the appeal.

Where an employee is working in a department other than the department to which they are attached, the employee may be stood down in accordance with the provisions of this subclause by the appropriate supervisor in the department in which they are working in lieu of the appropriate supervisor of the department to which they are attached.

"Superintendent" shall include -

1. any officer with authority higher than that of a superintendent;
2. any officer acting as a superintendent's deputy in the absence of a superintendent;

3. in a department where there is no officer with the title of superintendent, the supervisor who is in charge or, in their absence, their deputy.

"Department" shall include a department so called and any other separately administered section of the plant.

"Group standing down" shall mean the standing down under this clause of a group of not less than four employees who have refused duty or who have committed misconduct whilst acting in concert.

- (vi) This clause shall not affect the right of the Company to deduct payment for any day during which the employee cannot be employed usefully because of any strike or through any breakdown of machinery or due to any cause for which the Company reasonably cannot be held responsible.
- (vii) This clause shall not affect the right of the Company to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and in such cases wages shall be payable up to the time of dismissal only, provided that -
- (viii) no employee shall be dismissed without notice before an adequate investigation of the circumstances of the alleged offence has been made;

any decision as to the dismissal of an employee without notice shall be made by the superintendent of the department to which the employee is attached;

when a superintendent decides to dismiss an employee without notice the superintendent shall so tell the employee and give the employee the reasons for the dismissal without notice;

if immediately following a dismissal without notice the dismissed employee, or their delegate, tells the superintendent that the dismissal will be contested -

1. the dismissal shall take effect seven calendar days from the time that the employee was told of their dismissal; and
2. during these seven calendar days, notwithstanding the provisions of subclause (v) of this clause, the employee shall be stood down without pay;

the words "superintendent" and "department" shall have the same meaning as in subclause (v) of this clause.

### **30. Automation**

- (i) Notwithstanding the provisions of clause 29, Contract of Employment, where, on account of the introduction or proposed introduction by the Company of mechanisation or technological changes in the industry covered by this award, the Company proposes to terminate the employment of an employee who has been employed by it for the preceding 12 months, it shall give the employee three months' notice of the termination of their employment; provided that, if the employment of such employee is terminated on that account and the Company fails to give such notice in full:

The Company shall pay the employee at the ordinary rate of pay for the employee's classification in clause 2, Rates of Pay, for a period equal to the difference between three months and the period of the notice given.

The period of notice required by this clause to be given shall be deemed to be service with the Company for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of those Acts, and provided further that the right of the Company to dismiss an employee for the reasons specified in clause 29, Contract of Employment, shall not be prejudiced by the fact that the employee has been given notice, pursuant to this clause, of the termination of their employment.

- (ii) Where the Company proposes to introduce into the industry covered by this award mechanisation or technological changes which will result in one or more employees becoming redundant, the Company shall give notification in accordance with this subclause at least six months before the introduction of such mechanisation or technological changes and, if it is not practicable for the Company to give such notifications at least six months before such introduction, the Company shall give the notifications as early as it is practicable for the Company to give them.
- (iii) The notifications to be given in accordance with this subclause are notifications in writing to the Industrial Registrar, the Director of the Vocational Guidance Bureau, the Director of Technical and Further Education and the State Secretaries of the relevant unions, of the number of employees who may become redundant on account of the introduction or proposed introduction of mechanisation or technological changes by the Company in the industry covered by this award, and of their occupation and of the approximate date when their employment is likely to terminate on account of such introduction.

### **31. Redundancy**

#### **1. Purpose**

These arrangements are designed to provide employees with fair and reasonable benefits in the event of redundancy.

#### **2. Definitions**

In this clause:

"weeks pay" means the employees weekly ordinary time rate of pay including award rate, over award rate and all-purpose allowances but excluding shift allowances, weekend penalties and overtime.

"continuous service" means unbroken service under a contract of employment of indefinite duration and excludes periods of unpaid leave of absence including unpaid parental leave.

"redundancy" means the employer has made a decision that the employer no longer wishes the job an employee has been doing done by anyone, and this is not due to the ordinary and customary turnover of labour; and that decision results in the termination of employment.

"employee" means an employee engaged under a contract of employment of indefinite duration and excludes casuals, fixed term employees and employees engaged under a training contract (such as apprentices and trainees).

#### **3. Notice**

In the event of forced redundancy, the employee will be provided a minimum of 4 weeks notice of termination (or 5 weeks if the employee is 45 years or older with 2 or more years continuous service) or payment in lieu of notice.

In the event of voluntary redundancy, the period of notice shall be on an agreed basis, but not exceeding 3 months, and there shall be no payment in lieu of notice.

#### **4. Redundancy Benefit**

Subject to the terms of this clause, employees terminating by reason of redundancy will be paid a redundancy benefit on termination of 4 weeks pay per year of continuous service (pro-rata for part years) provided that:

the minimum benefit is 8 weeks

the maximum benefit is 104 weeks

The above minimum and maximum redundancy benefits do not include any notice due or paid under 3 above.

These redundancy arrangements will come into effect from the 14th December 2001, subject to the following conditions:

- (a) Employees who as of 1 October 2001 had attained 36 years or more continuous service who leave the Company by cause of redundancy shall, in addition to the redundancy benefit above, be paid an ex gratia redundancy benefit of 2.5 weeks at the employee's weekly ordinary time rate of pay for each year of service in excess of 36 years (pro-rata for part years).
- (b) Permanent employees who as at 1 October 2001 had at least 6 months but less than 9.3 years continuous service who leave the Company by cause of redundancy shall be paid a redundancy benefit of 14 weeks pay plus 2.5 weeks pay per year of service. This benefit will be lieu of the redundancy benefit above.
- (c) Where a decision is made to effect redundancies, discussions will be held between the Company and respective unions as to the selection of an appropriate outplacement provider to assist terminating employees. Such assistance may include resume writing, interview skills, job search and financial counselling. Should agreement not be reached, the Company's nominated provider/s will be utilised.

#### 5. General exclusions

- (a) Nothing in this clause shall be read as:

requiring the employer to extend a redundancy benefit to an employee where the employer offers the employee acceptable alternative employment (including alternative employment with rate retention arrangements as elsewhere provided for under this award/agreement)

giving rise to an entitlement to a voluntary redundancy benefit in the absence of a formal offer by the employer

- (b) Redundancy benefit will not be paid in event of:

termination due to succession, assignment or transmission of business where the new employer offers the employee acceptable alternative employment with continuity of service; or,

where the employer otherwise obtains an offer of acceptable alternative employment for an employee.

### 32. Retention of Rates

- (i) Where, as a result of the rationalisation of the Company's operations, the introduction of technological change, changes in work practices or market change, an employee is appointed to a classification or classifications which receive a lower ordinary time rate of pay (including all purpose components e.g. leading hand allowance) than did their classification immediately prior to the appointment or the first appointment ("the previous classification"):
  - (a) The employee shall retain the ordinary time rate of pay (sum of components) applicable to the previous classification, subject to the following adjustments:
  - (b) in the first and second years after the date of their appointment, all changes in the ordinary time rate of pay applicable to the previous classification;
  - (c) in the third to the fifth years after the date of appointment, half of any changes in the ordinary time rate of pay applicable to the previous classification;
  - (d) thereafter, no further adjustments.

- (ii) Where on 11th November 2003 an employee is in receipt of retained rates:
  - (a) the components of the retained rate will be converted to a total rate (sum of the components),
  - (b) an employees with less than 2 years on retention will be administered as per (i) above (eg. If they have been on retention for 1 year, they will have a further 1 year on full increases before moving to half increases for years 3 to 5).
  - (c) Those already on retention for in excess of 2 years will commence 3 years of half increases from 11th November 2003.
- (iii) Provided that in (i) and (ii) when the ordinary time rate of pay of the employee's new classification exceeds the ordinary time rate of pay they then receive, they shall thereafter receive payment of the ordinary time rate of pay applicable to their new classification.
- (iv) Employees accepting retention of rate do so on the basis that they commit to undertaking training in their new classification structure. Employees are expected to train to the limit of their ability under the new classification structure. Should an employee elect not to retrain their rate will be reduced to the rate applicable to their assessed level.

### 33. Definitions

- (i) Day workers are employees other than shift workers and include employees on night work within clause 11, Night Work for Day Workers and Day Shift Workers.
- (ii) Shift workers are employees working on a one, two- or three-shift system.
- (iii) Monday-to-Saturday shift workers are shift workers whose ordinary working hours are worked between Monday and Saturday.
- (iv) The method of working shift work and the time of commencement and finishing each shift in any department or section of a department may be varied by agreement between the Company and the majority of employees in that department or section of the department.
- (v) Annual leave rate of pay means -

In the case of -

1. annual leave under clause 24, Annual Leave, and days added to the period of annual leave under clause 25, Days Added to the Period of Annual Leave or Long Service Leave, taken by an employee immediately before or after leave under the *Annual Holidays Act 1944*;
2. payment in respect of annual leave or days added to the period of annual leave being made to an employee under the said clauses 24 and 25 upon the termination of the employment of an employee at the same time as payment is being made under the *Annual Holidays Act 1944*, in respect of such termination;

the ordinary pay of the employee calculated in accordance with the *Annual Holidays Act 1944* for the leave taken or payment made under the Act.

In the case of annual leave under the said clause 24 and days added to the period of annual leave under the said clause 25 being taken otherwise than immediately before or after leave under the *Annual Holidays Act 1944*, the ordinary pay of the employee calculated in accordance with the said Act, as if such leave had been taken under the Act.

### 34. Time and Payment of Wages

- (i) All wages shall be paid fortnightly by direct deposit into each employee's bank (or other recognised financial institution) account.

- (ii) The provision of subclause (i) of this clause shall not have application in circumstances where it is not reasonably practicable for the Company to comply with its obligations thereunder on account of causes for which it cannot reasonably be held responsible. Proof of the existence of such circumstances shall lie upon the Company. In such circumstances the Company shall pay wages as soon as it is reasonably practicable for it to do so.

### **35. Union Delegates**

- (i) Recognition

The Company shall give recognition to an employee who is the delegate representing the employees in a shop or department where they are employed and they shall be allowed the necessary time, during working hours, to interview the Company or its representative in the case of a dispute affecting the employees in their shop or department; provided that the Company shall not be bound to give recognition as delegate to an employee in respect of whom a written notification has been received from the union concerned that the union does not recognise such employee as a delegate.

The Company shall, upon request, provide each recognised delegate with a suitable locker for the purpose of storing relevant union material at the workplace.

- (ii) Training

- (a) Recognised delegates may be granted up to three (3) days per annum trade union training leaving without loss of ordinary pay (excluding overtime). Such leave may accrue to a maximum of five (5) days. Reasonable requests for additional days may be authorised by the Company subject to meeting operational needs.
- (b) The taking of such leave will be for the purposes of attending formal trade union training courses.
- (c) The unions will provide to the employer reasonable notice in writing of the need for such training.
- (d) As far as practicable, such leave should be organised so as to minimise the need for the employer to replace the delegate by the working of overtime and to allow the delegate to be released within ordinary time. It is recognised that the employer and delegates may need to demonstrate flexibility in the rostering of shifts to allow this to occur.
- (e) Where issues arise as to the application of this clause, discussions will be held, consistent with local consultative arrangements and the dispute settlement procedure under this Award, with a view to resolving the issue prior to the commencement of the training.

### **36. Payroll Deduction of Union Dues**

The employer will, on the written authority of the employee, make regular deductions of union dues and disburse them to the respective unions party to this Award.

### **37. Safety Glasses, Hearing Protection and Gloves**

- (i) The Company shall supply, and the employee shall wear, safety glasses and hearing protection when engaged in any work which, in the opinion of the Company, but subject to review by the Industrial Relations Commission of New South Wales, necessitates the use of glasses and ear muffs for the purpose of protection.
- (ii) All employees shall be supplied with gloves, free of cost, where reasonably necessary.

### 38. Tools

The Company shall make available for the use of each of the tradespersons listed below such tools which they may be required to use to enable them to perform their work, other than those contained in the list of tools with which each tradesperson is required to provide themselves as set out in the respective exhibits tendered in Matter Numbers 323 and 373 of 1952 and 113 of 1953 and hereunder marked with the exhibit number set opposite each tradesperson classification:

Electrical Fitters - Exhibit D;

Electrical Mechanics - Exhibit E;

Plumbers - Exhibit F.

### 39. Return of Company's Property

Should any employee, on leaving the Company's service, fail to return any of the Company's property, including safety glasses, gloves and other protective clothing, and tools, gauges, etc., the Company may deduct from their final wages the reasonable value of the article.

### 40. Procedure for Resolving Claims, Issues and Disputes

(i) Introduction -

The parties intend that the level of direct action in the Company's operations, particularly strikes, be greatly reduced in order to provide a basis for a reduction of the ordinary weekly hours of work in the steel industry to 38 and to minimise contraction of the industry's operations.

Where change proposals aimed at improved business performance are being discussed and where agreement cannot be reached, alternatives which meet the objectives will be considered and trialed to assess their effectiveness. Should agreement not be reached after trialing and assessment, the pre-existing arrangement will be reinstated and the matter progressed through this procedure.

Subject to paragraph (b) of this subclause, whilst other general claims, issues or disputes are being resolved by this procedure, work will continue in accordance with immediate past practice.

However, if this results in the creation of a safety hazard or if the continued operation of major plant is threatened, an interim method of operation will be agreed on which does not have these negative effects. Failing agreement, the supervisor's decision as to how work will proceed will be implemented, in the knowledge that the decision will require justification to the Grievance Committee.

Regardless of the arrangements under which work proceeds, it will be without prejudice to the final resolution.

The Grievance Committee will consist of the superintendent and/or supervisor, delegates as agreed and the employee(s) involved, the organiser, if required, the Superintendent Employee Relations and/or the Manager Operations.

Delegates will accept their obligations as laid down by the Industrial Relations Commission of New South Wales to do all in their power to ensure that work proceeds as normal. In the absence of a delegate, representatives will undertake to accept these obligations, or call in a delegate from another department.

Where rank and file meetings are held, appropriate management representatives will be invited to personally address the meetings or, alternatively, have presented to the meeting a written statement representing the Manager's position.

Work group issues and disputes will be discussed and resolved via the available consultative procedure and broader or plant-wide issues will be referred to the appropriate group, eg., delegates, sub-branch,

etc., to allow resolution to be achieved within the relevant work group or work groups in the first instance.

- (ii) Procedure - To enable claims, issues and disputes to be progressed while work proceeds normally, the following procedure will apply:

- (a) Step 1 - The details of the dispute or claim will be presented to the supervisor.

If the supervisor's immediate response is unacceptable or if there is a need to further investigate the situation or to refer it to a senior officer, then an Industrial Incident Report (I.I.R.) will be prepared which will include the employee's version of the dispute.

It will be the supervisor's obligation to provide a response to the issue as soon as possible. If a response is not given by the end of the supervisor's next ordinary shift, then they will give a progress report which will include an undertaking as to the time by which a response will be given.

The response will be via the I.I.R. and will contain the superintendent's and Manager's view where appropriate. If the delegate or representative is not in receipt of a reply by the end of the next shift, or by the agreed time, they will seek one from the supervisor. Note that a copy of the I.I.R. will be sent to the Human Resources Department for their input.

If the Human Resources Department's comments or actions are required, the I.I.R. is to be marked "Input Required".

- (b) Step 2 - If the response provided by way of I.I.R. is not acceptable, the aggrieved employee and/or delegate may seek discussion with the superintendent. Alternatively, the appropriate Grievance Committee will be convened with the aim of resolving the dispute to the satisfaction of all of the parties. This will be done by discussion or a series of discussions where all of the circumstances can be reviewed by union and management representatives.

- (c) Step 3 - If resolution cannot be reached, then management and/or the union(s) will refer the matter to the Industrial Relations Commission.

- (iii) Fast Track to Contain Imminent Strike Action - Under normal circumstances the above procedure will apply. However, if the delegate judges that the feeling of the rank and file is such that an industrial action is imminent, they will seek quick resolution by contacting, in turn, the union official or sub-branch official, the Superintendent Employee Relations, or Operation Superintendents/Supervisors, or the Manager Operations.

- (iv) Review of Procedure - In the event of the failure of the procedure to prevent stoppage of work occurring, the Grievance Committee will be convened to examine the reasons that the procedure failed as a prelude to the discussion of the issue.

#### **41. Enterprise Arrangements and Award Changes**

- (i) Consideration may be given to changes in award provisions and to the bringing into existence of enterprise arrangements through the established consultative mechanisms at the Company's works.
- (ii) Enterprises shall have a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

#### **42. Supplementary Labour - Rates of Pay**

Where supplementary labour is engaged payment will be based on the appropriate classification rate of pay otherwise payable to an employee under this Award.

In this clause, "supplementary labour" is labour sourced through labour hire firms to fill temporary vacancies or to top up the existing full time labour force (e.g. to cover seasonal or peak work loads) but excludes labour

engaged under service contracts and other contractual arrangements (eg. maintenance contracts, capital contracts, etc).

So as to remove doubt, this clause is binding only on the Company, unions and employees party to this Award and does not extend this Award to other employers or their employees engaged as supplementary labour.

#### **43. Transition Arrangements for Retiring Shift Workers**

The parties agree to providing support in terms of shift, financial and lifestyle planning for those employees who nominate their retirement in advance. These arrangements will be managed on an individual basis. The aim of this clause is to provide a smooth transfer from work into retirement for long serving employees (typically having served on shift work greater than 10 years). Such transitions would not normally exceed a period of 12 months and will be subject the capacity of the business to reasonably accommodate the needs of the employee. For example, shift workers who nominate their retirement date in advance the following could apply:

staged moderation of duties;

lifestyle planning / training; and/or,

movement to day shift at the employee's request.

#### **44. Apprentices**

Where any provisions of this award, in so far as they relate to apprentices, are inconsistent with the provisions of this clause, the provisions of this clause shall, to the extent of the inconsistency, prevail.

(i) **Conditions of Employment** - The ordinary conditions of employment, including method of payment, award holidays, hours and overtime, shall be those contained in this award; provided that an apprentice whilst under 18 years of age shall not be allowed to work shift work, and the apprentice shall not work shift work unless working under the control of a tradesperson in the same trade. The apprentice shall not be required to work overtime during the first year of their apprenticeship unless they are willing to do so.

(ii) **Lost Time** - The Company may deduct from the wages of an apprentice amounts proportionate to the working time lost by the apprentice in any wage period when suspended under the provisions of subclause (iii) of this clause or owing to his or her absence from the service of the Company, unless such absence is caused by:

the Company's fault;

illness not exceeding one week in each year of service duly certified by a qualified medical practitioner;

the occurrence of any holiday prescribed by this award.

(iii) **Disciplinary Code** -

(a) The apprentice may be suspended by the Company without pay during such period of suspension for the following reasons and subject to the undermentioned limitations of each suspension, viz:

Nature of Offence or Misdemeanour - disobedience, laziness, bad timekeeping, general misconduct, etc.:

First Offence - The apprentice shall be told that this caution will be noted on their history card.

Second Offence - The apprentice may be suspended for a period not exceeding five working days (without pay). Time lost by such suspension shall be made up at the end of each year.

Third Offence - The apprentice may be suspended for a period not exceeding ten working days (without pay). Time lost by such suspension shall be made up at the end of each year.

Following a suspension, the apprentice may be brought before the Company's Internal Apprenticeship Authority which shall admonish the apprentice and advise them that their offence or misdemeanour, if persisted in, may lead to cancellation of their indenture in accordance with Part 4 of the *Apprenticeship and Traineeship Act 2001*.

For insolence, wilful disobedience, wilful damage to property, neglect of safety precautions which may result in injury to themselves or fellow employees, theft, assault or other serious and wilful misconduct:

First Offence - The apprentice may be instantly suspended for a period not exceeding five working days (without pay). Time lost by such suspension shall be made up at the end of each year.

Second Offence - The apprentice may be instantly suspended for a period not exceeding ten working days (without pay). Time lost by such suspension shall be made up at the end of each year.

Following a suspension, the apprentice may be brought before the Company's Internal Apprenticeship Authority which shall admonish the apprentice. If such conduct is persisted in, the apprentice may be suspended immediately and their indenture may be cancelled in accordance with Part 4 of the *Apprenticeship and Traineeship Act 2001*.

- (b) When the Company intends to suspend an apprentice it shall immediately so advise the Commissioner for Vocational Training and the union or unions covering the apprentice's trade.
  - (c) When the Company suspends an apprentice, the suspension shall be effected by handing to the apprentice a notice in writing specifying:
    - (1) particulars of the offence alleged to have been committed;
    - (2) the period of suspension;
    - (3) that future misconduct may cause the Company to seek cancellation of the indenture;
    - (4) the address of the Commissioner for Vocational Training; and
    - (5) that the apprentice is entitled to apply to the Commissioner for Vocational Training at that address, by letter, to have the suspension set aside.
  - (d) The Company shall forward a copy of the notice to the Commissioner for Vocational Training, the union or unions covering the apprentice's trade and to the parent or guardian of the apprentice on the same day as the notice is handed or delivered to the apprentice.
  - (e) Any purported suspension not effected in accordance with the above shall be of no effect.
  - (f) Nothing in this clause shall affect the rights or obligations of any party to the apprenticeship under the *Apprenticeship and Traineeship Act 2001*.
- (iv) Wages
- (a) The minimum weekly rates of wages for apprentices shall be as set out in Table 1 - Wages, of Part B, Monetary Rates.
  - (b) The total wages of apprentices shall be calculated to the nearest five cents; any broken part of five cents in the result not exceeding half of five cents shall be disregarded.

- (c) An employee who is under 21 years of age on the expiration of their apprenticeship and thereafter works as a minor in the occupation to which they have been apprenticed shall be paid at not less than the adult rate prescribed for that classification.
- (d) The special rates provisions in this award shall apply to apprentices in the trades where tradespersons are paid these special rates.
- (e) Tool Allowance - This allowance per week shall apply to apprentices as set out in Item 18 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. The allowance shall apply for all purposes of the award.
- (f) Where it was the practice as at 14 December 1979 for the Company to provide all tools ordinarily required by an apprentice in the performance of their work, the Company may continue that practice and, in that event, the allowance prescribed in paragraph (e) of this subclause shall not apply to such apprentices.

#### **45. Performance Recognition Payments Scheme**

The Performance Recognition (Lump Sum) Payments Scheme appended (Appendix 1) to this award is given effect.

#### **46. Flexible Remuneration**

- (i) In this clause, "Plan" means the terms under which flexible remuneration benefits may be offered by the company at its absolute discretion from time to time to employees by way of a sacrifice of wages payable under this award. Without limitation, the benefits may include, for example, superannuation contributions and employee share plans.
- (ii) Despite the provisions of this award an employee may elect:
  - (a) to receive the benefits of any Plan offered by the company; and
  - (b) to reduce wages otherwise due under this award by the amount required under the plan for the benefits received by the employee under the Plan.
- (iii) Any election by an employee under sub-clause (ii) must be in the form prescribed by the Company from time to time.
- (iv) Where an employee has made an election under sub-clause (ii), the wages payable under this award will be reduced by such amount as prescribed from time to time under the relevant Plan.
- (v) The reduced wages and the contributions under the Plan will apply for periods of annual leave, long service leave and other periods of paid leave.
- (vi) The company or an employee may only terminate or vary an election under sub-clause (ii) in accordance with the terms applicable to the relevant Plan.
- (vii) Other than as already provided for under any Plan, the company at its discretion may terminate the provision of benefits under a Plan or amend the terms applicable to a Plan. The company will give one month's notice of such a termination or amendment.
- (viii) The Company shall not use any superannuation contribution made in accordance with an employee's election to meet its minimum employer obligation under the *Superannuation Guarantee (Administration) Act 1992* or any legislation which succeeds or replaces it.
- (ix) The provisions of this clause have been agreed to by the parties with the intent of facilitating flexible remuneration benefits for employees covered by this award. To remove any doubt, this clause is not intended to:

- (a) provide substantive industrial regulation of any benefit included in a Plan; and
- (b) be used as a precedent in relation to any claim for the industrial regulation of any benefit included in a Plan, including, for example superannuation contributions and employee share plans."

#### 47. Parental Leave

The parental leave provisions set out in Division 1 of Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply in conjunction with the provision for paid parental leave set out below.

##### 1. Eligibility

- (a) An employee who has completed at least 12 months continuous service with the employer (on a full-time or part-time basis) is entitled to paid parental leave in accordance with this clause.
- (b) A casual employee is entitled to paid parental leave if they have worked for the employer on a regular and systemic basis for more than 12 months and have a reasonable expectation of on-going employment on that basis.

##### 2. Entitlement

- (a) An employee is entitled to paid parental leave as follows:
  - (i) maternity leave - six (6) weeks paid leave immediately after the child's birth and, for employees with at least 24 months continuous service, an additional six (6) weeks.
  - (ii) paternity leave - one (1) week paid leave around the time of birth
  - (iii) adoption leave - six (6) weeks paid leave at the time of placement if the employee is the primary carer and, for employees with at least 24 months continuous service, an additional six (6) weeks.
- (b) Any period of paid parental leave arising from this clause will be deducted from the period of unpaid parental leave to which the employee is entitled arising from legislation or industrial award.
- (c) The entitlement to parental leave is not extended for multiple births.
- (d) Parental leave is paid at the employee's weekly ordinary time rate of pay for the period of the leave (as per sick leave).
- (e) Employees taking maternity or adoption leave may elect to double the period of paid leave arising from paragraph a) above to be paid at 50% of the employee's weekly ordinary time rate of pay. Provided that this extended period of paid leave falls within the period of unpaid parental leave to which the employee is entitled arising from legislation or industrial award.

##### 3. Giving notice and applying for leave

- (a) To be eligible to claim paid parental leave, employees must comply with the requirements regarding advice to the employer normally associated with the taking of unpaid parental leave.
- (b) To claim paid paternity leave the employee must provide such reasonable proof as the employer may require.

##### 4. Impact of paid parental leave on other entitlements

- (a) Paid parental leave shall be considered service for the purpose of service related entitlements (unpaid leave is not counted for such purposes).

- (b) The receipt of paid parental leave does not otherwise limit the employee's rights or obligations with respect to unpaid parental leave arising from legislation or industrial award.

5. Impact of legislative paid parental leave on these entitlements

Leave is reserved to the Company to review these arrangements should the mooted national scheme of paid parental or maternity leave be introduced.

#### **48. Wage Support for Extended Periods of Illness Or Injury**

1. Purpose

These arrangements are designed to provide employees of OneSteel with added financial security in the event of their being off work for an extended period due to non-works illness or injury.

2. Underpinning principles

- (a) Employees may reasonably expect continued financial support in the event of extended illness or injury
- (b) Employees are expected to provide for their own security by accessing reasonable levels of existing leave entitlements
- (c) The extension of financial support places obligations on the employee to cooperate with the reasonable requests of their employer
- (d) Fair & equal treatment of all employees
- (e) These arrangements are not intended to support "casual" absences or benefit employees with chronic poor attendance

3. Extended wage support - non-works injury or illness

- (a) Subject to the provisions of this clause, employees will receive financial support at the ordinary time rate of pay for the period of their incapacity, up to a maximum of twelve (12) months, in the event of their being unable to attend work continuously for greater than one (1) month due to personal illness or injury. Provided further that where an employee is a shift worker and would have remained on shift but for their inability to attend work, such financial support will include additional payment of the ordinary shift and weekend penalties applicable to the employee's roster.
- (b) Employees will be required to exhaust all available sick leave accruals before accessing the support available under this clause.

Additionally, employees will be required to utilise:

any annual leave (including pro-rata accruals) in excess of 4weeks; and,

any long service leave (including pro-rata accruals) in excess of 13 weeks for a combined period of not more than 6 weeks before accessing the support available under this clause.

- (c) The period of extended wage support referred in a) above is in addition to existing sick leave entitlements and such annual leave or long service leave as may be taken under paragraph b) above.
- (d) Where the employee is entitled to benefits arising from personal injury insurance (eg motor vehicle CTP insurance, sporting injury insurance, etc), other than workers compensation, the wage support otherwise extended under this clause will be reduced by the amount of insurance benefit paid. Where such monies are paid by an insurer substantially after the absence, the

employee is required to repay such monies to the employer. The employer may require the employee to authorise the employer to claim such monies direct from the insurer prior to receiving extended wage support.

- (e) Should circumstances arise where the employer believes that the conduct of the employee is such that the continued extension of wage support would be at odds with the principles outlined in 2. above, the employer may initiate a formal review in which the employee, and their union should they wish, are given the opportunity to respond to any allegations prior to the employer making a decision as to continuance or cessation of wage support. Any disputes that arise from the exercise of this facility will be progressed in accordance with the dispute settlement procedure.
  - (f) Consideration may be given to further wage support beyond the 12 months referred to under paragraph a) above in circumstances where the agreed rehabilitation plan for the employee and medical opinion indicate that an imminent return to normal duties by the employee.
4. Obligations of employees
- (a) Employees are required to provide all reasonable evidence requested by the employer as to the nature of their illness or injury including making themselves available for examination by medical practitioners/specialists nominated by the employer
  - (b) Employees are required to actively participate in any reasonable rehabilitation or return to work plan required by the employer
5. Exclusions - The above arrangements will not extend to the following:
- (a) Employees engaged on a casual or fixed term basis
  - (b) Employees with less than 3 months continuous service
  - (c) Absences covered by workers compensation or arising from works related injury or illness
  - (d) Casual absences or absences of short duration
  - (e) Injury or illness arising from the unlawful actions of the employee
  - (f) Absences which would otherwise be covered by carers leave
  - (g) Multiple periods of extended absences beyond those totalling 12 months in any 3 year period.
  - (h) Employees enjoying similar support under discretionary sick leave arrangements
  - (i) Absences resulting from alcohol, drug or substance abuse
  - (j) Absences resulting from high risk sporting or recreational activities generally precluded from personal accident insurance arrangements (such as competitive motor sport, sky diving, etc).
6. Other matters
- (a) Any disputes arising from the operation of this clause will be progressed in accordance with the dispute settlement procedures under the respective award/agreement.
  - (b) Nothing within these arrangements is to be taken to preclude termination of employment where the prognosis for the employee is that they will be unable to return to their normal employment, subject to the employee being afforded reasonable extended wage support so to allow them to resolve questions as to their financial security post-termination.

#### **49. Superannuation - Choice of Fund**

Employee and employer superannuation contributions will be paid into either the OneSteel Superannuation Fund (OSSF) or the Superannuation Trust of Australia (STA) at the direction of the employee. In the absence of an election from the employee the contributions will be directed to the default fund.

For the purposes of this clause the default fund will be:

for existing employees at 1 July 2005 the OSSF, and

for employees commencing employment with OneSteel after 1 July 2005 the STA.

#### **50. No Extra Claims Commitment**

- (i) It is a term of this Award, arising from the OneSteel Manufacturing Wage Settlement 2005 (the Settlement), that the Unions undertake for the period to 31 August, 2008, not to raise any further claims, award or overaward (including claims arising from National or State wage cases), and acknowledge that this settlement deals comprehensively with rates of pay, conditions of employment and related matters.
- (ii) There will be agreed scope to arbitrate, if necessary, unresolved issues about classification restructuring or work value claims.
- (iii) Clauses (i) and (ii) do not limit the ability of the parties to perform the process outlined in clause 9.5 of the Settlement.

#### **51. Commitment to Ongoing Business Improvement**

It is acknowledged and agreed that the wages and conditions enjoyed by OneSteel employees, including the gains flowing through this Award, are only afforded by ongoing competitiveness in all areas of OneSteel's operations.

Employers, employees and unions party to this Settlement commit to co-operatively and expeditiously pursuing workplace change necessary for ensuring OneSteel meets its promise to customers and improving asset and labour productivity during the life of this settlement. Such change will occur consistent with the principles of fair treatment, consultation and competitive manufacturing.

It is agreed that these types of changes and flexibilities underpin the wage increases provided for in the Settlement.

#### **52. Area, Incidence and Duration**

- (i) This Award rescinds and replaces the OneSteel Wire Pty Ltd Newcastle Wiremill Award published 2 April 2004 (Vol 343 I.G. 950).
- (ii) This Award shall apply to all employees (including apprentices within clause 41, Apprentices) of OneSteel Wire Pty Ltd Newcastle Wiremill, employed in the classifications mentioned herein at its works at Port Waratah.
- (iii) Notwithstanding subclause (ii), this award shall not apply to employees of OneSteel Wire Pty Ltd who are covered by the OneSteel Wire Pty Ltd Newcastle Fence Post Plant Award.
- (iv) This Award shall apply to the employees covered by the Award to the exclusion of all other awards.
- (v) This Award shall take effect from the beginning of the first pay period to commence on or after 1 September 2005 and shall expire on 31st August 2008 (the nominal term).
- (vi) Discussions regarding a replacement settlement may commence 3 months prior to expiry of this settlement.

**PART B****MONETARY RATES****Adult Basic Wage: \$121.40 per week****Table 1 - Wages Per 38 Hour Week - (Award Margin Plus Basic Wage)**

Column A - to apply from the first full pay period commencing on or after 1st September 2005.

Column B - to apply from the first full pay period commencing on or after 1st March, 2006.

Column C - to apply from the first full pay period commencing on or after 1st September, 2006.

Column D - to apply from the first full pay period commencing on or after 1st September, 2007.

Classification	A \$	B \$	C \$	D \$
<b>Wireworker</b>				
Level 1	570.10	575.80	598.80	622.80
Level 2	595.90	601.90	626.00	651.00
Level 3	620.70	626.90	652.00	678.10
Level 4	647.50	654.00	680.20	707.40
Level 5	675.70	682.50	709.80	738.20
Level 6	704.20	711.20	739.60	769.20
<b>Serviceperson</b>				
Level 1	569.30	575.00	598.00	621.90
Level 2	596.10	602.10	626.20	651.20
Level 3	622.50	628.70	653.80	680.00
Level 4	649.50	656.00	682.20	709.50
Level 5	676.20	683.00	710.30	738.70
<b>Engineering Tradesperson</b>				
Level 1	672.50	679.20	706.40	734.70
Level 2	696.40	703.40	731.50	760.80
Level 3	718.70	725.90	754.90	785.10
Level 4	754.00	761.50	792.00	823.70
Level 5	777.00	784.80	816.20	848.80
Level 6	812.00	820.10	852.90	887.00
<b>Electrical Tradesperson</b>				
Level 1	691.30	698.20	726.10	755.10
Level 2	714.90	722.00	750.90	780.90
Level 3	741.70	749.10	779.10	810.30
Level 4	777.00	784.80	816.20	848.80
Level 5	803.20	811.20	843.60	877.30
Level 6	829.50	837.80	871.30	906.20

Junior Employees - Unapprenticed	
Age	
Under 17 years of age	45%
At 17 and under 18 years of age	65%

Apprentices	A \$	B \$	C \$	D \$
<b>Classification</b>				
Year 1	290.90	293.80	305.60	317.80
Year 2	375.90	379.70	394.90	410.70
Year 3	500.30	505.30	525.50	546.50
Year 4	573.70	579.40	602.60	626.70

**Table. 2 - Other Rates And Allowances**

Item No	Clause No	Brief Description	ffpp 1/09/05 \$	ffpp 1/03/2006 \$	ffpp 1/09/2006 \$	ffpp 1/09/2007 \$
1	2(iii)	Juniors lifting weights 18 kgs or over	0.83		0.85	0.88
2	2(iv)(a)	Tool Allowance - Engineering tradespersons employed in the plumbing stream	22.70		23.40	24.10
		For all other trades persons	12.40		12.80	13.20
3	2(v)	Electrical tradesperson licence allowance				
		A grade	29.60		30.50	31.40
		B grade	16.00		16.50	17.00
4	3(i)	Leading hands in the wireworker model and electrical an and buildingstreams of engineering -				
		If in charge of not more than 5 employees	22.20	22.40	23.30	24.20
		If in charge or more than 5 but less than 15 employees	33.10	33.40	34.70	36.10
		If in charge of more than 15 employees	46.50	47.00	48.90	50.90
5	3(ii)	Leading hands in the service person model and the mechanical and fabricating streams of the engineering model -				
		If in charge of not less than 3 and not more than 10 employees	30.30	30.60	31.80	33.10
		If in charge of more than 10 but not more than 20 employees	45.70	46.20	48.00	49.90
		If in charge of more than 20 employees	58.10	58.70	61.00	63.40
		Special Rates Brief Description				
6	5(i)(b)	Hot work special rates for bricklayers and their assistants	0.49		0.50	0.52
7	5(ii)(a)	Wet places	1.71		1.76	1.81
8	5(iii)(a)	Explosive - powered tools	0.13		0.13	0.13
		Minimum payment	1.13		1.16	1.19
9	5(iii)(b)	Plumber - working on chokage	5.43		5.59	5.76
	(c)(1)	Required to compute quantities or make up estimates	0.49		0.50	0.52
	(c)(2)	Working in a cramped position or without sufficient ventilation	0.61		0.63	0.65
	(c)(e)	Working with or in the vicinity of insulating material	0.61		0.63	0.65
	(d)	Working in a swinging bosun's chair, swinging stage or rope ladder 7.5m above ground level	2.05		2.11	2.17
10	5(iii)(e)	Plumber when required to act on:				
	(1)	Plumber's licence	0.73		0.75	0.77
	(2)	Gasfitter's licence	0.73		0.75	0.77
	(3)	Drainer's licence	0.63		0.65	0.67
	(4)	Plumber's and gasfitter's licence	0.98		1.01	1.04
	(5)	Plumber's and drainer's licence	0.98		1.01	1.04
	(6)	Gasfitter's and drainer's licence	0.98		1.01	1.04
	(7)	Plumber's, gasfitters and drainer's licence	1.36		1.40	1.44

11	5(iv)	Applying obnoxious substances -				
	(a)	Serviceperson in the preparation and/or the application of epoxy based materials or materials of a like nature	0.61		0.63	0.65
	(b)	Applying such materials when air conditioning not working	0.39		0.40	0.41
	(d)	Working in close to proximity to employees so engaged	0.49		0.50	0.52
12	5(vi)	A plumber, licensed plumber and/or lead burner who is the holder of a certificate of registration under the <i>Plumbers, Gasfitters and Drainers Act 1979</i>	0.54		0.56	0.58
		Electrical employees				
13	6 (I)	Hot places - Working for more than one hour in the shade where the temperature is raised by artificial means to between 56 and 54 degrees Centigrade	0.43		0.44	0.45
		Exceeds 54 degrees Centigrade	0.56		0.58	0.60
	(ii)(a)	High places - 15 metres or more above level service	0.47		0.48	0.49
		For each further 15 metres	0.47		0.48	0.49
	(b)	Working in a bosun's chair or swinging scaffold at a height up to 15 metres above level surface	0.47		0.48	0.49
		For each further 15 metres	0.47		0.48	0.49
	(iii)	Dirty work - Unusually dirty or offensive nature	0.43		0.44	0.45
	(iv)	Confined spaces	0.56		0.58	0.60
	(v)	Wet places	2.45		2.52	2.60
	(vi)	Explosive - powered tools	0.14		0.15	0.15
		Minimum payment	1.13		1.16	1.19
	(vii)(c)	Using toxic substances in quantities of 0.5kg or over	0.57		0.59	0.61
		Working in close proximity to employees so engaged	0.47		0.48	0.49
14	7	Employees in the mechanical and fabricating streams -				
	(i)	Confined spaces	0.58		0.60	0.62
	(ii)	Dirty work	0.43		0.44	0.45
	(iii)	Hot places - working fore more than one hour in the shade in places where the temperature is artificially raised to between 46-54 degrees Centigrade	0.43		0.44	0.45
		Where the temperature exceeds 54 degrees Centigrade	0.58		0.60	0.62
	(iv)	Explosive - powered tools	0.14		0.15	0.15
		Minimum payment	1.15		1.18	1.22
	(v)	Handling insulation material	0.57		0.59	0.61
15		Shift work allowance for shift workers -				
	9(I)(a)	Regular weekly changes	67.20	67.90	70.60	73.40
		When at least one-third of their working time in the full cycle of the roster is not on day shift	44.80	45.20	47.00	48.90

	(b)	Allowance whilst working shift work which involves regular weekly changes -				
	(1)	Day shift, night shift	67.20	67.90	70.60	73.40
	(2)	Day shift, afternoon shift	57.20	57.80	60.10	62.50
	(3)	Day shift, day shift, afternoon shift	57.20	57.80	60.10	62.50
	(4)	Day shift, day shift, night shift	57.20	57.80	60.10	62.50
	(5)	Junior shift workers when working under any of the shift systems set out above	67.20	67.90	70.60	73.40
	(c)	Allowance for the following shift systems				
	(1)	Night shift, afternoon shift	89.40	90.30	93.90	97.70
	(2)	Night shift only	89.40	90.30	93.90	97.70
	(3)	Afternoon shift only	89.40	90.30	93.90	97.70
	(d)	Work on any afternoon or night shift other than the shift systems in(a), (b) or (c) and are not paid in respect of any day shift	27.00	27.30	28.40	29.50
16	14(iii) (c) (2)	Meal allowance overtime	9.70		CPI	CPI
17	14(iii)(f)(2)	Meal allowance - recalled to work	9.70		CPI	CPI
18	41(iv)(e)	Tool allowance for apprentices				
		First year	5.20		5.40	5.60
		Second year	6.80		7.00	7.20
		Third year	9.30		9.60	9.90
		Fourth year	10.90		11.20	11.50

## APPENDIX 1

### Onesteel Wire Pty Ltd - Newcastle Wiremill & Fence Post Plant Performance Recognition Payments Scheme

#### 1. Nature of Agreement and Parties to the Agreement -

This agreement between OneSteel Wire, Newcastle Wiremill and Fence Post Plant and the unions listed below ("the parties") provides for a system of quarterly business performance improvement recognition payments to employees.

The unions party to this agreement are:

The Australian Workers Union, New South Wales

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

The Electrical Trades Union of Australia, New South Wales Branch, and

The New South Wales Plumbers and Gasfitters Employees' Union.

#### 2. Purpose of the Agreement -

The parties acknowledge that Newcastle Wiremill and Newcastle Fence Post Plant can become and remain competitive and existing benefits can be maintained and additional payments justified and financially supported only through constantly improving business performance.

Therefore, it is the purpose of this agreement to:

Assist in achieving the critical business plan objectives. To this end, the parties commit themselves to co-operating in measures to achieve lower operating costs, improved quality, improved delivery

performance and increased productivity, all of which will contribute to improved business performance and job security. Recognise the contribution of employees to improved performance as this occurs.

### 3. Required Actions

Actions which the parties agree are required to achieve the purpose of the agreement and which they will co-operate to implement include, but are not limited to:

ongoing review of work organisation to maximise flexibility, efficiency and continuity of operations;

training to meet business and personal needs;

participate and co-operate in improvement activities;

adopt a team approach to work;

utilise skills held as required;

maintain strict adherence to the Dispute Settling Procedure;

use of contractors to improve business performance;

selection and redeployment based primarily on skill, preparedness to train, competence and performance.

### 4. Principles of the Scheme

The terms of this Scheme are:

In addition to other payments, there shall be a quarterly performance recognition payment directly related to business performance improvements as indicated by the performance against set targets.

The performance measures operating will continue to be departmentally based and focused on specific improvement targets identified in the Business Plan for each Department. The specific measures and the targets will be reviewed at least annually following completion of the site Business Plan for each financial year, but may be reviewed more often if circumstances dictate such a need.

Each Department will undertake regular communication with employees and display and regularly update written reports/charts on departmental scoreboards regarding performance of the measure(s) against the targets set.

Payments under the scheme will be made at the end of each quarter, based on individual Department's performance outcome against the targets and will be calculated as a percentage of each eligible employee's gross earnings for the quarter.

For the purpose of calculating payments under this scheme, gross earnings shall be defined as award rates, bonus, overtime payments, shift allowances and payments for periods of leave in that quarter.

Payments of up to 4.5% of quarterly gross earnings will be made for attainment of reasonably achievable performance targets; these payments can reach 5.5% in any quarter for achievement of exceptional levels of performance.

There shall be provision for a "top up" payment, to the 4.5% reasonably achievable level, in the final quarter of each year should the payments made for the individual quarters not reflect the full year's performance.

In the event of a catastrophe (such as a major fire) which occurs after targets have been set for a quarter, there will be a review of the targets so they remain reasonably achievable, notwithstanding the effects of the catastrophe.

5. Eligibility for Payment

Quarterly payments will be made to employees of OneSteel Wire Pty Ltd, Newcastle Wiremill and Fence Post Plant in full-time employment on the Company's payroll at the end of each payment quarter and Supplementary Labour (as defined in clause 42 of the Wiremill Award and clause 39 of the Fence Post Plant Award) who are engaged for a full PRPS payment quarter as defined. Participation in the end of year "top up" arrangement, should it be necessary, will apply to those employees on the Company's payroll at the end of the period of operation of each set of measures and targets applying under the agreement.

In addition, full-time employees who leave during a business quarter, other than those dismissed, will be eligible to participate in the scheme for that quarter on a pro rata basis.

Only those employees who leave during the final quarter of each year of this agreement will be eligible to participate in the "top up" payment for that year. Employees shall not have included in their gross earnings, payments in respect of absences on workers' compensation when not in receipt of accident pay, termination payments and performance recognition payments paid during the quarter but related to a previous quarter.

6. Consultation and Review Mechanism

The operation of the Performance Recognition Payment Scheme, its performance measures and associated payments, will be monitored and reviewed by the Joint Consultative Committee. The purpose of this review shall be to:

assess the extent to which the agreement is achieving its objectives;

and identify problems and develop, recommend and implement (where possible) corrective actions.

Issues arising associated with the introduction or operation of this Performance Recognition Payment Scheme will be progressed to conclusion in an orderly manner in accordance with the agreed dispute settling procedure.

R. W. HARRISON *D.P.*

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(685)

**SERIAL C3977****ONESTEEL TRADING PTY LTD NEWCASTLE AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by OneSteel Trading Pty Ltd.

(No. IRC 4233 of 2005)

Before The Honourable Mr Deputy President Harrison

17 August 2005

**AWARD****Arrangement**

Clause No.	Subject Matter
1.	Basic Wage
2.	Definitions
3.	Background
4.	Best Practice Principles
5.	Classification Structure
6.	Wages
7.	Contract of Employment
8.	Hours of Duty
9.	Shift Work Allowances for Shift Workers
10.	Night Work for Day Workers and Day Shift Workers
11.	Transfer of Day Workers from Day Work to Shift Work
12.	Transfer of Shift Workers
13.	Mixed Functions
14.	Special Rates
15.	Overtime
16.	Requirement to Work in Accordance with the Needs of Industry
17.	Holidays
18.	Saturday, Sunday and Holiday Rates
19.	Maximum Payment
20.	Employees Presenting Themselves for Work and Not Required
21.	Sick Pay
22.	Long Service Leave
23.	Annual Holidays
24.	Parental Leave
25.	Jury Service
26.	Automation
27.	Payment of Wages
28.	Miscellaneous Provisions
29.	Return of Company's Property
30.	Procedure for Resolving Claims, Issues and Disputes
31.	No Extra Claims
32.	Labour and Business Flexibility
33.	Work Environment
34.	Consultative Process
35.	Training
36.	Employment Security
37.	Retention of Rate
38.	Area, Incidence and Duration

39. Leading Hands
40. Time and Wages Book
41. Industrial Relations
42. Personal/Carer's Leave
43. Flexible Remuneration
44. Apprentices
45. Wage Support for Periods of Extended Illness or Injury
46. Supplementary Labour - Rates of Pay
47. Transition Arrangements for Retiring Shift Workers
48. Superannuation - Choice of Fund
49. Commitment to Ongoing Business Improvement

## PART B

### MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

Appendix 1 - Redundancy

## PART A

### 1. Basic Wage

This award, in so far as it fixes rates of pay, is made by reference and in relation to the adult basic wage as set out in Part B, Monetary Rates, of this Award.

The said basic wage is subject to variation in accordance with the provisions of subclause (2) of clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and Other Provisions of the *Industrial Relations Act 1996*. Upon any such variation, rates of pay prescribed by this award are subject to variation pursuant to section 15 of the said Act to the extent necessary to give effect to the change in the said adult basic wage.

### 2. Definitions

"Company" shall mean OneSteel Trading Pty Ltd at its Newcastle Works located at Industrial Drive, Mayfield, NSW.

"Union" or "Unions" shall mean each, some or all of the following industrial organisations of employees, as may be relevant:

Australian Workers' 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.

"Day Workers" are employees other than shift workers, and include employees on night work within Clause 10, Night Work for Day Workers and Day Shift Workers, of this award.

"Shift Workers" are employees working on a one, two, or three shift system.

### 3. Background

The quest to become Internationally Competitive has long been a dominant issue at Newcastle Works. Facing the threat of closure back in 1982, the parties negotiated the first of a series of Site Agreements designed to move the organisation towards International Competitiveness. These agreements chart Newcastle Work's progress in terms of productivity improvement throughout the 1980's and into the 1990's. Much was achieved and they served both the Company and its employees well.

Through participation in the Australian Best Practice Demonstration Program and, in part as a consequence of extensive international benchmarking, the parties came to the view that much more was needed to be done. It was accepted that only substantial changes in work organisation could deliver the required outcomes. While previous Site Agreements had resulted in the introduction of some flexibilities they had not fundamentally addressed the structure of the organisation and the inherent rigid cultural barriers.

Towards the end of 1993 the Company, employees and Unions established a Joint Partnership, the aim of which was to develop a clear and common understanding of both the business imperatives and human needs of employees. Throughout the operations of the Joint Steering Team and the Organisational Effectiveness Team, substantial resources were devoted to redesigning the workplace.

A further significant step forward was taken in 1995 with the making of a new Newcastle General Award. For the first time in Newcastle Work's history, all award employees who are members of the Unions were covered under one Award. There were also substantial changes in the terms and conditions of employment including a formal skilled based classification structure.

Four years further on, the parties remain committed to the goal of World's Best Practice in the workplace. Much has been achieved since the making of the Award. In October 1995, the organisation structure at Newcastle Works changed significantly and therefore, so did the leadership of the change process. The Partnership Team was formed to replace the Joint Steering Team. Though its purpose remained much the same as its predecessor, it was designed to be smaller and more local - closer to the shop floor and more able to facilitate real change.

The record would indicate that real changes have been made. Productive performance as measured by labour productivity demonstrates significant improvement. However, the parties acknowledge that continued significant improvement in total productive performance remains the key objective and that without such improvement the business cannot survive in the long term.

In July 1997, the Partnership sought advice in relation to the infrastructure and operation of Work Area Teams. The work done at this time with the assistance of consultants from North America culminated in the production of our Design Document, the intent of which is to provide employees with a reference to the principles and roles we are seeking to develop with team based structures. It is, for the most part, recreated in Clause 4 - Best Practice Principles of this Award. It not only serves as a common, agreed guide to the future, but also updates the Best Practice Principles laid down when the Award was first made.

As we continue down this journey, it is clear that cultural change of the nature we seek is achievable. The challenge is to effect change on a large enough scale to enable a change in culture to be converted into tangible and quantum improvements in productive performance. In the life of this Award, the success of our efforts in this regard will probably determine the long term future of Newcastle Works.

### 4. Best Practice Principles

(i) Vision

Secure the future of the business for the company and its employees.

We will achieve our vision through a joint partnership between Management, Employees and Unions.

(ii) Design Principles

(a) Safety is our number one priority. We believe that all injuries can be prevented.

- (b) The Team Based Approach is the best way to achieve our vision. This approach allows our people to utilise all their capabilities.
  - (c) Day-to-day decisions will gradually move to the floor level of the organisation because it is there that the knowledge exists to make these decisions. People implementing decisions are capable of making those decisions.
  - (d) Teams are accountable for their outputs and the results of the decisions they are empowered to make.
  - (e) We will consistently produce quality outputs which meet or exceed our customers' expectations.
  - (f) Honesty and being straight forward are the key principles for everything that we do.
  - (g) We will develop a skilled and flexible workforce through the application of a comprehensive Training strategy.
  - (h) Shared leadership will be developed at all levels of the organisation.
  - (i) To achieve the vision it is recognised there must be a satisfactory return to Shareholders.
  - (j) We will seek to continuously improve the total productive performance of our business.
  - (k) Achieving the vision, requires a positive contribution from all employees.
  - (l) The Partnership recognises the need to meet business and human needs.
- (iii) Operating Principles
- (a) All employees will work in Teams responsible for managing the daily activities of their part of the business.
  - (b) Teams will actively participate in the identification and correction of hazards and unsafe behaviour.
  - (c) Teams will effectively analyse and take action, within their area of responsibility, on day-to-day issues relating to Production, Quality, Maintenance, Business Performance, Human Resources, Housekeeping and the Environment. This principle applies to all Teams.
  - (d) Planning, meeting, activity participation, decision making, coordinating and training are integral parts of every employee's job.
  - (e) All teams will manage their areas through a STAR Point System.
  - (f) All employees will actively be involved in the STAR System.
  - (g) Teams will be responsible for broadening each Team Member's skill profile to promote Team Flexibility.
  - (h) All Teams and Employees will ensure that all relevant information is shared within the works to the maximum extent possible.
  - (i) All Teams will operate within the boundaries of the On-line/Offline definitions.

On-line refers to any matter which relates to or impacts directly on Total Productive Performance.

Off-line refers to the more traditional aspects of the relationships between management, unions and employees. These include typical industrial relations issues, matters related to wages and

conditions, as well as disciplinary issues, award interpretations and so on. Distinct functional areas such as marketing and research and development are also considered Off-line.

The purpose of the distinction between On-line and Off-line is to:-

prevent progress toward Best Practice being impaired by traditional issues of conflict.

prevent Teams taking decisions which are the responsibility of properly constituted Union meetings.

(iv) Partnership Team

(a) Makeup

- (i) Manager Newcastle Works.
- (ii) Personnel Manager.
- (iii) One Representative of Departmental Managers.
- (iv) Two Representatives from the AWU.
- (v) Two Representatives from the AMWU.
- (vi) One Representative from the CEPU.
- (vii) One Representative from Weekly Staff.
- (viii) Union officials as required by the Membership.

(b) Roles

- (i) Works in accordance with the facility's Design and Operating Principles.
- (ii) Manages the Works as a Team.
- (iii) Plans strategically for the future.
- (iv) Manages outcomes, not activities.
- (v) Develops Departmental Team and other employees.
- (vi) Responds to customer needs as a key priority.
- (vii) Manages by values and principles rather than rules and regulations.
- (viii) Seeks continuous improvement, challenges the status quo and innovations.
- (ix) Balances short-term considerations with long-term goals.
- (x) Enlists others in the vision of the desired future of the Works.
- (xi) Educates and communicates to others about the business, competitive positioning, making good business decisions and the Works' challenges and opportunities.
- (xii) Links the Works to external stakeholders.

- (v) Department Teams
  - (a) Makeup
    - (i) Department Manager
    - (ii) One Representative from each Work Area Team (the unions reserve the right to also have delegate representation if it is not covered by the Work Area Team Representatives).
    - (iii) Shift Support will report to the Department Team and will attend Department Team Meetings.
  - (b) Roles
    - (i) Develops Department objectives which are consistent with achieving the site vision.
    - (ii) Manages the Department as a Team.
    - (iii) Reviews and monitors progress of Work Area Teams.
    - (iv) Acts as a link in the communication process.
    - (v) Takes responsibility for the outcomes of the Department objectives.
    - (vi) Provides leadership, guidance, support and feedback to Work Area Teams.
    - (vii) Provides resources and assistance for the implementation of the process.
    - (viii) Promotes and encourages Best Practice.
    - (ix) Educates the Work Area Teams about the business, competitive positioning, makes good business decisions, the Works' challenges and opportunities and linking each Work Area Team's objectives to the business needs.
    - (x) Manages with emphasis on the Design and Operating Principles.
    - (xi) Role Models (Practice what you preach).
    - (xii) Resolves conflicts (on-line issues only).
    - (xiii) Works together to achieve trust.
    - (xiv) Liaise with other Department Teams and Work Area.
- (vi) Work Area Team
  - (a) Makeup
    - (i) A logical, identifiable area with clearly defined inputs and outputs in which a group of people can work as a Team, with the potential to become self directed.
  - (b) Roles
    - (i) Works in accordance with the facility's Design and Operating Principles.
    - (ii) Manages the day-to-day business operation within its area of responsibility.
    - (iii) Continually educates itself about the business.

- (iv) Ensures that its objectives and focus are linked to the business needs of the Works.
  - (v) Continually seeks improvement in its processes, products and performance.
  - (vi) Ensures that each of its decisions meet the six basic elements of a Good Business Decision:-
    - It ensures the Safety of our Employees.
    - It meets or exceeds our customer's expectations.
    - It is consistent with the Work's Vision, Mission and Principles.
    - It adds value to the Works.
    - It gives consideration to cost.
    - It is based on facts.
  - (vii) Focuses its output and performance toward the good of the larger organisation.
  - (viii) Cooperates in a partnership with other Work Area Teams in identifying problems, resolving issues and improving performance.
- (vii) Organisational Effectiveness Team
- (a) Objective
    - (i) To pursue initiatives developed through the partnership aimed at improving the overall productive performance of the site.
  - (b) Roles
    - (i) Acts as a role model in employing teamwork principles which support improvement to the productive performance of the site.
    - (ii) Works as part of the Team to promote the change process through facilitation whilst encouraging participation from all employees.
    - (iii) Assists in the development and delivery of relevant material for ongoing training, education and learning programs.
    - (iv) Provides the necessary support and understanding to employees regarding their roles as Team Members.
    - (v) Participates in the continuous review of improvement programs to identify any need for modification.
    - (vi) Maintains close relationships with employees, unions and Management in the promotion of Best Practice Principles.
    - (vii) Assists in the establishment of communication requirements for Best Practice and works to ensure they are fully implemented.
    - (viii) Ensures benchmarking and employee involvement activities receive continued emphasis, that they are properly understood and that they are appropriately linked to Best Practice.
    - (ix) Supports the ongoing continuous improvement effort, provides feedback to the partnership and recommends new approaches.

- (x) Maintains contacts with outside organisations and with "state of the art" developments in the fields of quality and process improvement.
- (xi) Assists in the development of proper functioning of Teams at all levels of the on-line structure.
- (xii) Assists Teams in distinguishing between the on-line activities of W.A.T.'s and the offline issues which must be pursued through the traditional union/management structure.
- (xiii) Serves as a training resource for all Teams.

### **5. Classification Structure**

Below is the framework for the skills-based classification structure. The rates of pay for each level can be located in Part B, Table 1 and are the total weekly rates. The specific skill requirements at each level are still being finalised. However, a number of matters are agreed by all parties in principle:

- (i) Skill requirements at each level are consistent for all employees i.e. employees must have equivalent skills to be qualified at the same level.
- (ii) Competencies which form the Competency Matrix will be National Training Board approved where possible.
- (iii) Progress from the Induction level through to level 5 will be in equal increments in skill requirements.
- (iv) Progress from level 5 through to level 14 will be consistent with skill requirements through the classification structure in the Metal, Engineering & Associated Industries Award 1998 from C10 through to C2(b).
- (v) Level 5 is what is known as the 100% or base trade certificate level i.e. in Metal Industry terms a C10 outcome.
- (vi) Movement to this classification structure will be on the basis that employees will retain their current rate of pay. Positioning in the structure according to skills will occur by way of Skills Audits conducted under the auspices of the Customer Satisfaction Process, or by an agreed method of assessment. Employees will be classified at the level of skills acquired where those skills are required to be exercised during the course of an employee's normal work.

In addition to the skills based classification structure, the classification of interim is established. The classification of interim includes all employees (other than staff) employed as at the date this award is made but does not include any employee who is classified in another classification set out in the skills based classification structure in this award subsequent to the date of making this award.

The rate of pay paid to an employee classified in the classification of interim shall be the rate paid to the employee immediately prior to the making of this award (including increases set out in Clause 6 - Wages) and this rate shall continue to be paid to the employee until such time as the employee is classified in another classification set out in the skills based classification structure in this award in respect of which a higher rate of pay applies.

### **6. Wages**

Wages - In consideration of continued cooperation and involvement in the achievement of the business objectives, all employees will receive (refer Part B - Monetary Rates):

4% from first full pay period commencing on or after 1st September 2005; and

1% from first full pay period commencing on or after 1 March 2006.

4% from first full pay period commencing on or after 1 September 2006.

4% from first full pay period commencing on or after 1 September 2007.

## 7. Contract of Employment

(i) Subject as provided elsewhere in this award employment shall be on a weekly basis.

(ii) Probationary Period

Employment of employees on probation for the first two weeks of service shall be from day to day at the weekly rate fixed determinable at a day's notice. This probationary period shall not apply where employment follows a period of engagement as defined in clause 46, Supplementary Labour - Rates of Pay.

(iii) Performance

Employees shall perform such work as the Company reasonably shall, from time to time, require. An employee not attending for or not performing his or her duty shall, except as provided for by Clause 21, Sick Pay, of this award, lose his or her pay for the actual time of such non-attendance or non-performance.

(iv) Terminations

Subject as aforesaid employment shall be terminated by a week's notice on either side, given at any time during the week, or by the payment or forfeiture of a week's wages, as the case may be. Where an employee has given notice or has been given notice by the Company, he or she shall, upon request, be granted leave of absence without pay for one day or shift during the period of notice in order to look for alternative employment.

(v) Stand-downs

Notwithstanding the provisions of this Clause the Company shall have the right to stand an employee down for refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee and to deduct payment for any day or portion of a day during which the employee is so stood down, provided that:

(a) No employee shall be stood down before an adequate investigation of the circumstances of the alleged offence has been made or, except in the case of a group standing down, before he or she has had an opportunity to state his or her case and to adduce witnesses to the facts;

(b) Where a superintendent is on duty in the department to which the employee is attached any decision as to the standing down of the employee shall be made by the superintendent;

(c) Where no superintendent is on duty in a department a foreman may stand an employee down for a period not exceeding the balance of the shift where the employee refuses duty or where the foreman reasonably is of the opinion that the continued presence of the employee on the plant would be likely to:

(i) constitute a hazard either to the employee or to other employees or to plant and equipment; or

(ii) interfere with the normal and orderly functioning of the Company's operations; or

(iii) be prejudicial to discipline;

(d) Where a foreman stands an employee down the foreman shall arrange for the employee to be interviewed by the superintendent not later than the commencement of the employee's next

rostered shift of duty or at such other time as may be arranged mutually and the superintendent, after reviewing the case, shall inform the employee of his or her decision on the matter;

- (e) An employee shall be entitled to appeal to the Industrial Department against any decision of a superintendent but the superintendent's decision shall take effect pending the determination of the appeal;
  - (f) Where an employee is working in a department, other than that department to which he or she is attached, the employee may be stood down in accordance with the provisions of this sub-clause by the appropriate supervisor in the department in which he or she is working in lieu of the appropriate supervisor of the department to which he or she is attached;
  - (g) Superintendent shall include:
    - (i) Any officer with authority higher than that of a superintendent;
    - (ii) Any officer acting as a superintendent's deputy in the absence of a superintendent;
    - (iii) In a department where there is no officer with the title of superintendent the supervisor who is in charge and, in the supervisor's absence, his or her deputy;
  - (h) Department shall include a department so called and any other separately administered section of the plant;
  - (i) Group standing down shall mean the standing down under this Clause of a group of not less than four employees who have refused duty or who have committed misconduct whilst acting in concert.
- (vi) This Clause shall not affect the right of the Company to deduct payment for any day during which an employee cannot be employed usefully because of any strike or through any breakdown of machinery or due to any cause for which the Company reasonably cannot be held responsible.
- (vii) Dismissal

This Clause shall not affect the right of the Company to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and in such cases wages shall be payable up to the time of dismissal only, provided that:

- (a) No employee shall be dismissed without notice before an adequate investigation of the circumstances of the alleged offence has been made.
- (b) Any decision as to the dismissal of an employee without notice shall be made by the superintendent of the department to which the employee is attached.
- (c) When a superintendent decides to dismiss an employee without notice the superintendent shall so tell the employee and give the employee the reasons for the dismissal without notice.
- (d) If immediately following a dismissal without notice the dismissed employee, or his or her delegate, tells the superintendent that the dismissal will be contested:
  - (i) the dismissal shall take effect 7 calendar days from the time that the employee was told of his or her dismissal, and
  - (ii) during these 7 calendar days, notwithstanding the provisions of sub-clause (V) of this Clause, the employee shall be stood down without pay.
- (e) The words "superintendent" and "department" shall have the same meaning as in sub-clause (V) of this Clause.

## (viii) Statement of Employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

**8. Hours of Duty**

## (i) 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 -

(a) twelve hours during any consecutive twenty-four hour period; or

(b) 152 in twenty-eight consecutive days,

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.

## (ii) Day Workers

(a) Ordinary working hours shall be Monday to Friday, inclusive, between the hours of 6.00 am and 6.00 pm,;

(b) On each day worked, Monday to Friday inclusive, thirty minutes between the hours of 11.30 am and 12.30 pm shall be allowed to day workers for a meal or at a time mutually arranged to suit work requirements.

## (iii) Shift Workers

Twenty minutes shall be allowed each shift for crib which shall be counted as time worked. In the case of 12-hour shift systems, two twenty minute crib breaks will be taken approximately four hours apart. Each crib break will be taken in accordance with the needs of the operation and will be counted as time worked.

**9. Shift Work Allowances for Shift Workers**

(i) A shift worker who works on a three shift rotation of day / night / afternoon shift shall be paid for each such shift worked 10 per cent more than his or her ordinary rate.

(ii) A shift worker who works on a two shift rotation of day / afternoon or day / night shift shall be paid for each such shift worked 7 1/2 per cent more than his or her ordinary rate.

(iii) A shift worker who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights or at least four successive afternoons or nights where the fifth is his rostered shift off shall be paid for each such shift 50 per cent for the first two hours thereof and 100 per cent for the remaining hours thereof in addition to his ordinary rate.

(iv) An employee relieving a shift worker for only one week of a two or three shift rotation shall be paid the appropriate shift work allowance as if the relief were for the full rotation of shifts.

(v) A shift worker who works overtime on night shift or afternoon shift shall be paid 15 per cent more than his or her ordinary rate for such shift.

(vi) A shift worker who works overtime on day shift shall be paid 10 per cent more than his or her ordinary rate for such shift.

- (vii) An employee who:
- (a) During a period of engagement on shift, works night shift only; or
  - (b) Remains on night shift for a longer period than four consecutive weeks; or
  - (c) Works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle:

Shall during such engagement period or cycle be paid 30 per cent more than his ordinary rate for all time worked during ordinary working hours on such night shift.

- (viii) "Night Shift" means any shift finishing subsequent to midnight and at or before 8 00am.
- (ix) "Afternoon Shift" means any shift finishing subsequent to 4.00pm and at or before midnight.
- (x) A shift worker who works on a 12-hour shift system shall be paid for each 12-hour shift worked, ten percent more than his or her ordinary rate.

#### **10. Night Work for Day Workers and Day Shift Workers**

- (i) Subject to Clause 19, Maximum Payment, of this award but otherwise notwithstanding anything contained herein:
- (a) A day worker who is required in lieu of ordinary day work, or
  - (b) A day shift worker who is required in lieu of a day shift on which he or she would ordinarily be rostered to work at night for periods of not less than eight hours or less than five consecutive nights or on less than four consecutive nights when the fifth night is his or her 38 hour week rostered off night shall be paid at the rate of time and one half of the ordinary rate of pay provided by this award, except:
  - (c) On Saturdays, Sundays, 38 hour week rostered off days and holidays; and
  - (d) In respect of any night in respect of which he or she has not been given at least 48 hours notice when he or she shall be paid at overtime rates for day workers. No shift allowance is payable in respect of night work under this Clause.
- (ii) In this Clause "night" means any hours between 4.00pm and 8.00am, and "day shift worker" means a shift worker employed on a shift system involving day shift only.

#### **11. Transfer of Day Workers from Day Work to Shift Work**

Day workers may be employed as and become shift workers for a period of not less than five shifts or not less than four shifts when the fifth shift is his or her 38 hour week rostered off shift and paid accordingly.

Provided that an employee shall be paid at overtime rates for any shift upon which he or she is employed as a shift worker under this Clause in respect of which he or she has not been given at least 48 hours' notice.

#### **12. Transfer of Shift Workers**

A shift worker who is required to work on a shift other than the shift on which he or she would ordinarily be rostered shall be paid at overtime rates for any such shift in respect of which he or she has not been given at least 48 hours notice. This provision shall not apply when the employee reverts to the shift on which he would ordinarily have been rostered.

### 13. Mixed Functions

- (i) An employee, who is required to do work carrying a higher rate than his or her ordinary classification for two hours or more on any day or shift, shall be paid at the higher rate for the whole of the day or shift.
- (ii) Subject to sub-clause (I) of this Clause, an employee, who on any day or shift is required to do work of a higher paid classification for at least one hour, shall be paid the rate prescribed for such work whilst so engaged.
- (iii) An employee required to do work carrying a lower rate than his or her ordinary classification shall be entitled to payment at the rate of his or her ordinary classification except:
  - (a) where, because of a strike by fellow employees in the establishment in which he or she is employed, work in his or her ordinary classification is not available and where the period spent on the work carrying the lower rate is at least one hour; and
  - (b) in respect of work on overtime, where the period spent on the work carrying the lower rate is at least one hour.

### 14. Special Rates

- (i) Special Rates not Cumulative

Where more than one of the following disabilities entitling an employee to extra rates exist on the same job only one rate, namely the highest for the disabilities so prevailing shall be paid. Provided that this subclause shall not apply to cold places, confined spaces, dirty work, height money, hot places, or wet places, the rates for which are cumulative.

- (ii) Rates not Subject to Penalty Additions

The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

- (iii) Confined Spaces

Working in confined space (as defined) - the amount per hour as set out in Item 1 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award.

- (iv) Dirty Work

Work which shall be agreed is of an unusually dirty or offensive nature - the amount per hour as set out in Item 2 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award.

- (v) Height Money

Employees other than riggers and splicers engaged in the construction, erection, repair and / or maintenance of structures at a height of 15 metres or more directly above the nearest horizontal plane - the amount per hour as set out in Item 3 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award.

- (vi) Hot Places

Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 and 54 degrees Celsius - the amount per hour as set out in Item 4 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award; in places where the temperature exceeds 54 degrees Celsius - the amount per hour as set out in Item 5 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award. Where work continues for more than two hours in

temperatures exceeding 54 degrees Celsius, employees shall also be entitled to 20 minutes rest after every two hours work without deduction of pay.

(vii) Slag Wool

Employees handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise shall when so employed on the construction, repair or demolition of furnaces, walls, floors and / or ceilings be paid the amount per hour as set out in Item 6 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award.

(viii) Wet Places

An employee working in any place where his or her clothing or boots become saturated, whether by water, oil or otherwise, shall be paid the amount per hour as set out in Item 7 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award. Provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and / or footwear.

Provided further that any employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he or she is required to work in wet clothing or boots.

(ix) Explosive Powered Tools

Employees required to use explosive powered tools shall be paid per day the minimum amount as set out in Item 8 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award. Where an hourly amount is required, it shall be calculated by dividing the amount as set out in Item 8 by 7.6.

(x) Other Special Rates

- (a) An employee employed on any chokage necessitating the opening up of any soil, waste, or drain pipes or scuppers conveying sewage shall be paid in addition the amount per day or shift or part thereof as set out in Item 9 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award.
- (b) A employee engaged on all spray painting carried out in other than a properly constructed booth, approved by the appropriate government authority, shall be paid the amount per hour as set out in Item 10 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award.
- (c) A Plumber shall, if required to compute quantities or make up estimates, be paid the amount per hour as set out in Item 11 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award.
- (d) A Plumber may receive the following amounts per hour as set out in the respective items of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award:
  - (i) When required to act on his or her Plumber's licence, Item 12.
  - (ii) When required to act on his or her Gasfitter's licence, Item 13.
  - (iii) When required to act on his or her Drainer's licence, Item 14.
  - (iv) When required to act on his or her Plumber's and Gasfitter's licence, Item 15.
  - (v) When required to act on his or her Plumber's and Drainer's licence, Item 16.
  - (vi) When required to act on his or her Gasfitter's and Drainer's licence, Item 17.
  - (vii) When required to act on his or her Plumber's Gasfitter's and Drainer's licence, Item 18.

## NOTE

Gasfitting licence shall be deemed to include coal gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (e) An employee who may be required by his or her employer to act on his or her licence or licences during the course of his or her employment is entitled to be paid at the rate per hour mentioned in this award for every hour of his or her employment whilst he or she is liable to be called upon by his or her employer to act on his or her licence or licences whether he or she has in any hour in fact acted on such licence or not.

The provisions of Clause 19, Maximum Payment, of this award shall not apply to the rates prescribed by this sub-clause.

- (f) An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, or other recognised insulation material of a like nature or working in the immediate vicinity so as to be affected by the use thereof, shall be paid the amount per hour or part thereof as set out in Item 19 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of the award.
- (g) Employees, when working inside stacks and flues on brick linings, which when bricked have a diameter of 900mm, or under, shall be paid by way of clothing allowance, the amount per day or shift or part thereof as set out in Item 20 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award: Provided that when this work is with the approval of the Company shared by arrangement between the employees themselves each such employee shall be paid a clothing allowance as set out in the said Item 20 per day or shift for the time he or she is so employed.
- (h) An employee engaged inside the gas or water space of any boiler, flue or economiser, in cleaning or scraping work shall whilst so employed, be paid the amount per hour as set out in Item 21 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award, in addition to his or her ordinary or overtime rate of pay.
- (i) Applying obnoxious substances
- (i) An employee engaged in either the preparation and / or the application of epoxy based materials, or materials of a like nature shall be paid the amount per hour as set out in Item 22 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award.
- (ii) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid the amount per hour as set out in Item 23 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award, extra for any time worked when the air-conditioning plant is not operating
- (iii) Where there is an absence of adequate natural ventilation the employer shall provide ventilation by artificial means and / or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the appropriate Government Authority.
- (iv) Employees working in close proximity to other employees so engaged shall be paid the amount per hour as set out in Item 24 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award.
- (v) For the purpose of this clause all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

(j) A Plumber, licensed Plumber and / or Leadburner who is a holder of a certificate of registration under the *Plumbers, Gasfitters and Drainers Act, 1979*, shall be paid a registration allowance per hour as set out in Item 25 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award, on the production of such certificate. The allowance shall be paid for all purposes of the award with the exception of Clause 10, Night Work for Day Workers and Day Shift Workers, Clause 15, Overtime, and Clause 18, Saturday, Sunday and Holiday Rates in which cases it shall be paid as a flat rate for all hours worked, provided that until such time as the machinery is set up for the issuing of certificates of registration, the allowances will be paid to Plumbers, licensed Plumbers and/or Leadburners for whom registration will be required.

(k) A Rigger and / or Roper and / or Splicer who holds a certificate of competency as a Rigger under the *Construction Safety Act, 1912*, and who is required to obtain and use a certificate of competency as a Scaffolder under the said Act shall, upon obtaining and using such certificate, be paid a weekly allowance as set out in the respective items of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award as follows:

Class 1 or 2 - Item 26 Class 4 - Item 27

(These allowances are not cumulative).

(l) Toxic Substances

(i) Employees required to use toxic substances shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.

(ii) Employees using such materials will be provided with and shall use all safeguards as are required by the appropriate Government authority.

(iii) Employees using toxic substances or materials of a like nature, where such substances or materials are used in quantities of 0.5kg or over, shall be paid the amount per hour as set out in Item 28 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award.

Employees working in close proximity to employees so engaged so as to be affected by the use of such substances or materials shall be paid the amount per hour as set out in Item 29 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award.

(iv) For the purpose of this sub clause toxic substances shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

(xi) Definitions

"Confined Space" - For the purpose of this clause "confined space" means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation and subject thereto includes such a space -

(a) in the case of a locomotive - inside the barrels of the boilers, fire boxes, water spaces of tenders, side tanks, saddle tanks or smoke boxes:

(b) in other cases - inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers buoys, tanks, superheaters or economisers.

(xii) Definitions - General

(a) "Dogman and / or Crane Chaser (mobile equipment)" means a Dogman and / or Crane Chaser working with mobile cranes. The definition does not apply to a Dogman and / or Crane Chaser

who is permanently employed in a workshop, nor does it apply when he or she is using a mobile crane which is permanently stationed in a workshop.

- (b) "Rigger and / or Splicer" means an adult employee who is-
- (i) responsible for the rigging involved in the erection, placing in position, dismantling of structural steel, plant buildings, machinery equipment and the like; or
  - (ii) responsible for the erection of tackle with wire or ropes for lifting; or
  - (iii) engaged on splicing or repairing and / or ropes (not including machine splicing).
- (c) "Rigger and / or Splicer on Construction Work" shall mean a Rigger and / or Splicer (as defined herein), engaged (other than in or about workshops, factories and / or adjoining areas) on -
- (i) new constructions; or
  - (ii) reconstructions during planned shut-down periods; or
  - (iii) major repairs (not including general maintenance).
  - (iv) projects which are primarily civil and mechanical engineering structures or installations such as power stations, grain elevators and silos, oil refineries, petrochemical plants, wharves, jetties, piers, bridges, elevated pipelines, water storage towers and in steel works on coke ovens, sinter plants, blast furnace, B.O.S. steel making plants, lime kilns, ore bridges, pellet plants and tonnage oxygen plants.
- (xiii) An electrical trades person who is appropriately licensed will be paid the amount per hour as set out in item 30 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award.

### 15. Overtime

(i) Day Workers

Day workers, for all time worked in excess of or outside the ordinary working hours and times prescribed by this award, shall be paid at the rate of time and one half for the first two hours and double time thereafter.

(ii) Shift Workers

Shift Workers for all time worked:

- (a) in excess of the ordinary working shift hours prescribed by this award; or
- (b) on more than eleven shifts in twelve consecutive days; or
- (c) on a rostered shift off; or
- (d) in excess of five hours without a crib break

shall be paid at the rate of time and one half for the first two hours and at the rate of double time thereafter.

This sub-clause shall not apply when the time is worked:

- (i) By arrangement between the employees themselves; or
- (ii) For the purpose of effecting the customary rotation of shifts.

(iii) Rest Period, Following Overtime

Overtime shall, wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of his or her ordinary work on one day and the commencement of his or her ordinary work on the next day that he or she has not had at least 8 consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he or she has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of the Company such an employee resumes or continues work without having had such eight consecutive hours off duty, he or she shall be paid at double rates until he or she is released from duty and shall then be entitled to be absent until he or she has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Where immediately after taking an eight-hour rest period pursuant to this sub-clause, an employee is required to report for work at other than his or her ordinary day or shift commencing time and reasonable means of transport are not available to him or her, the Company shall convey him or her, or supply him or her with conveyance to the works.

(iv) Saturdays, Sundays, Public Holidays

An employee, required to work on a Saturday, Sunday, a 38 hour week rostered day off, or a public holiday, shall be paid for a minimum of four hours' work. Where the actual time worked is of shorter duration than the applicable minimum specified in this paragraph, the working period shall not be regarded as overtime for the purpose of sub-clause (iii) of this Clause.

(v) Meal Allowances

(a) An employee required to continue at work on overtime for more than one-and-a-half hours after his or her ordinary ceasing time without having been notified before leaving his or her work on the previous day that he or she would be required to work overtime, shall, at the employee's option:

- (i) be provided, free of cost, with a suitable meal and another meal for each subsequent meal break into which the work extends; or
- (ii) be paid for each meal the amount set out in Item 31 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award.

(b) If an employee pursuant to notice has provided a meal and is not required to work overtime or required to work for less than one-and-a-half hours, he or she shall be recompensed suitably for the meal which he or she has provided but which is surplus.

(vi) Transport of Employees after Overtime

Where an employee working overtime finishes work at a time when reasonable means of transport are not available to him or her, the Company shall:

- (a) Convey the employee to his or her home; or
- (b) Pay the employee his or her current rate of pay for the time reasonably occupied in reaching his or her home.

(vii) Call Back

(a) An employee recalled to work overtime after leaving the premises at which the employee works (whether notified before or after leaving the premises) shall

- (i) be paid a minimum of 4 hours pay at the appropriate rate for each time he or she is so recalled.
- (ii) except in the case of unforeseen circumstances arising, not be required to work the full four hours if the job he or she was recalled to perform is completed within a shorter period.

This subclause shall not apply in cases where it is customary for an employee to return to work to perform a specific job outside his or her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of clause 15(III) of the award when the actual time worked is less than 3 hours on each such recall or on each such recalls.

- (b) An employee who is recalled from his or her home to work overtime shall, at the employee's option:
  - (i) be provided, free of cost, with a suitable meal for each normal meal break falling during the overtime for which he or she was called out in addition to the meal break during his or her normal shift ; or
  - (ii) be paid for each such meal the amount set out in Item 32 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, of this award.

(viii) 12-Hour Shift System

A shift worker who works on a 12-hour shift system shall not work any more than four hours overtime in excess of his or her ordinary 12-hour shift in any 24-hour period.

#### **16. Requirement to Work in Accordance With the Needs of Industry**

- (i) For the purpose of meeting the needs of the industry, the Company may require an employee to work reasonable overtime, including work on Saturdays, Sundays and holidays at the rate prescribed by this award, and unless reasonable excuse exists, the employee shall work in accordance with such requirement.
- (ii) Subject to Clauses 11, Transfer of Day Workers from Day Work to Shift Work, and 12, Transfer of Shift Workers, of this award, for the purpose of meeting the needs of the industry, the Company may require an employee to transfer from one system of work to another system of work prescribed by this award at the rate applicable thereto, and, unless reasonable excuse exists, an employee shall transfer in accordance with such requirement.

#### **17. Holidays**

- (i) An employee on weekly hiring shall be entitled, without loss of pay, to public holidays as follows:

New Year's Day  
 Australia Day  
 Good Friday  
 Easter Saturday  
 Easter Monday  
 Anzac Day  
 Queen's Birthday  
 Eight Hour's Day or Labour Day  
 Christmas Day  
 Boxing Day

In addition to the above public holidays, one additional public holiday shall apply on a date to be agreed each year.

(ii) Requirement to Attend Before and After

This provision for payment does not apply to employees absent without leave or reasonable excuse on the working day preceding or the working day succeeding a holiday.

(iii) Where an additional public holiday is proclaimed or gazetted then such day shall be deemed to be a public holiday for the purposes of this award.

(iv) For the purposes of this award:

- (a) Where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively;
- (b) Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day;
- (c) Where New Year's Day falls on a Saturday or on a Sunday the following Monday shall be observed as New year's Day;

and the said Saturday and / or Sunday shall be deemed not to be holidays.

### **18. Saturday, Sunday and Holiday Rates**

Employees shall be paid at the rate of double time for all work done on Saturdays and Sundays, and at the rate of double time and one half for all work done on the holidays prescribed by this award.

### **19. Maximum Payment**

Shift Allowance

Shift allowances and special rates shall not be subject to any premium or penalty additions.

### **20. Employees Presenting Themselves for Work and Not Required**

Subject to the provisions of Clause 7, Contract of Employment, of this award, an employee who presents himself or herself for his or her ordinary work without notice that he or she will not be required shall be paid at least four hours' pay.

### **21. Sick Pay**

(i) An employee who is unable to attend for duty during his or her ordinary working hours by reason of personal illness or injury by accident shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance subject to the following:

(a) Workers Compensation Restriction -

The employee shall not be entitled to be paid leave of absence for any period in respect of which he or she is entitled to Worker's Compensation.

(b) Notice of Intended Absence

The employee shall, where reasonable and practicable prior to the commencement of such absence and in any case as soon as possible thereafter, inform the Company of his or her inability to attend for duty, and as far as possible, state the nature of the illness or injury and the estimated duration of the same.

## (c) Required Evidence

The employee shall provide to the satisfaction of the Company or, in the event of a dispute, the Industrial Relations Commission of NSW, evidence that he or she is or was unable, on account of such illness or injury, to attend for duty on the day or days for which payment under this Clause is claimed.

## (d) Sick Pay

The employee shall not be entitled in respect of any year of continued employment to sick pay for more than the number of ordinary working hours specified in paragraph (e) of this subclause. Any period of paid sick leave allowed by the company to an employee in any such year shall be deducted from the period of sick leave which may be allowed or may be carried forward under this award in or in respect of the earliest year of employment for which the employee has an accumulated or accrued right.

## (e) Length of Absence Paid

The number of ordinary working hours referred to in paragraph (d) above shall be:

- (i) in the case of any employee with less than one years' continued employment: 40;
  - (ii) in the case of an employee with one or more years' continued employment but less than 10 years' continued employment: 64;
  - (iii) in the case of an employee with ten or more years' continued employment: 80.
- (ii) Sick leave shall accumulate from year to year so that any balance of the period specified in paragraph (e) of subclause (i) hereof which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.

Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of 16 years but for no longer from the end of the year in which it accrues.

- (iii) In the case of an employee who otherwise is entitled to payment under this Clause but who, at the time of the absence concerned, has not given three months continuous service in his or her current employment with the Company the right to receive payment shall not arise until he or she has given such service.
- (iv) For the purpose of this Clause continuous service shall be deemed not to have been broken by-
  - (a) any absence from work on leave granted by the Company; or
  - (b) any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee;

provided that any time lost shall not be taken into account in computing the qualifying period of three months.

- (v) This Clause shall not apply to employees whose rates include compensation for time lost by reason of incapacity due to sickness.
- (vi) Service before the date of the coming into force of this award shall be counted as service for the purpose of qualifying thereunder.

- (vii) If an employee is terminated by his or her employer and is re-engaged by the same employer within a period of six months then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

In such a case the employee's next year of service will commence after a total of 12 months has been served with that employer excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment, as the case may be.

- (viii) An employee who works on a 12-hour shift system shall be paid sick pay for weekend absences at single time for hours claimed.

## 22. Long Service Leave

- (i) The terms of the *Long Service Leave Act 1955* shall apply except for the provisions prescribed below:
- (a) for all service after 1 July 2001, long service leave will accrue at the rate of 13 weeks for each 10 years of service.
- (b) from 14th December 2001, pro-rata long service leave will be able to be accessed or will be paid out on resignation or termination of the employee, other than in circumstances of summary dismissal, after 5 years continuous service.
- (ii) The award rate (basic wage and margin) element of ordinary pay for long service leave shall be either -  
that determined in accordance with the *Long Service Leave Act 1955*; or  
that applicable to the employee at the commencement of their long service leave entitlement, whichever is the greater.
- (iii) Long service leave shall be paid at the employee's ordinary time earnings for the shift roster that the employee would have worked had it not been for the long service leave. This means whilst employees are on long service leave they will be paid their ordinary time rate of pay (award and over-award), shift & weekend penalties and compulsory rostered overtime (ie. such rostered overtime which is currently recognised for the purposes of annual leave, sick leave, superannuation, etc). Payment will also include public holidays penalties provided that the employee would have been required to work the public holiday and the period of long service leave is not subject to added days for such public holiday (eg as provided under NSW LSL Act).

To be eligible to be paid long service leave as per the shift roster, an employee must have been in a permanent shift position for a period of at least twelve months at the time of taking long service leave.

- (iv) Where payment is made in lieu of accrued long service leave such as on termination of employment, payment shall be at the employee's ordinary time rate of pay (ie excluding compulsory rostered overtime, shift and weekend penalty rates).
- (v) An employee shall be entitled to have all days which are prescribed as holidays by clause 17, Holidays, treated as days appointed by the Governor as public holidays for the purposes of the application to them of Section 4 (4A) of the *Long Service Leave Act 1955*.

## 23. Annual Holidays

- (i) Subject to the provisions set out in sub-clauses 23(ii) to 23 (iv) annual leave for all employees under this award is governed by the *Annual Holidays Act 1944*. Every employee shall at the end of each year of his or her employment become entitled to an annual holiday of four weeks.

## (ii) Annual Leave Exclusive of Public Holidays

- (a) Except as provided in this sub-clause, the annual leave prescribed by clause 23 shall be exclusive of any of the public holidays prescribed in clause 17. An employee who is on leave during a period which a public holiday falls shall be entitled to an additional day's leave provided that, had the employee not been on annual leave, the employee would otherwise have been entitled to a day's leave.
- (b) Where an employee becomes entitled to additional leave as a result of a public holiday falling during his or her period of annual leave, such employee shall not be entitled to be paid for the additional leave where the employee fails to attend for work at the ordinary starting time on the next working day immediately following the period of additional leave. However, where the employee can show reasonable cause for the employee's failure to attend work on the working day immediately following the last day of the employee's leave, then the employee is entitled to be paid in respect of the period of additional leave.

## (iii) Annual Leave Rate of Pay

The payment to be made in respect of annual leave accrued under the *Annual Holidays Act 1944* and additional leave accrued under clauses 23(ii), of this award shall be calculated in accordance with the *Annual Holidays Act 1944*.

## (iv) Annual Leave Loading

- (a) In respect of a period of annual leave to which an employee is entitled under the *Annual Leave Holidays Act 1944* or under this clause, the employee shall be paid a loading equivalent to 20% of the annual leave rate of pay pursuant to paragraph (iii).

However, where an employee would have worked on shift work had the employee not been on annual leave, then for the period of leave during which the employee would otherwise have been on shift work, the employee is entitled to be paid the greater of either;

- (i) the 20% loading; or
- (ii) the shift work allowances pursuant to clause 9, Shift Work Allowances for Shift Workers and (in respect of Sundays only) the weekend penalty rates pursuant to clause 18, Saturday, Sunday and Holiday Rates that would have been payable to the employee in respect of ordinary time during the employee's period of annual leave had the employee not been on annual leave.
- (b) The loading prescribed by this sub-clause shall apply to payment in lieu of any annual leave fully accrued on termination of employment, but shall not apply to proportionate leave accrued on termination in respect of the period during which annual leave last began to accrue.

- (v) A shift worker who works on a 12-hour shift system shall, at the end of each year of employment, become entitled to additional annual leave of one week. Such an employee shall be paid 38 hours for each week of annual leave (ie. 5 days x 7.6 hours = 38 hours). Such an employee who works on a 12-hour shift system for only part of the year shall be entitled to the additional annual leave of one week on a pro-rata basis. The Company may require a shift worker who works on a 12-hour shift system to work normal rostered shifts on a public holiday. A shift worker who works on a 12-hour shift system and who is rostered off on a public holiday shall be entitled to an additional day of annual leave and receive 12 hours pay for that day.

## 24. Parental Leave

The parental leave provisions set out in Division 1 of Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply in conjunction with the provision for paid parental leave set out below

1. Eligibility

- (a) An employee who has completed at least 12 months continuous service with the employer (on a full-time or part-time basis) is entitled to paid parental leave in accordance with this clause.
- (b) A casual employee is entitled to paid parental leave if they have worked for the employer on a regular and systemic basis for more than 12 months and have a reasonable expectation of on-going employment on that basis.

2. Entitlement

- (a) An employee is entitled to paid parental leave as follows:
  - (i) maternity leave - six (6) weeks paid leave immediately after the child's birth and, for employees with at least 24 months continuous service, an additional six (6) weeks.
  - (ii) paternity leave - one (1) week paid leave around the time of birth
  - (iii) adoption leave - six (6) weeks paid leave at the time of placement if the employee is the primary carer and, for employees with at least 24 months continuous service, an additional six (6) weeks.
- (b) Any period of paid parental leave arising from this clause will be deducted from the period of unpaid parental leave to which the employee is entitled arising from legislation or industrial award.
- (c) The entitlement to parental leave is not extended for multiple births.
- (d) Parental leave is paid at the employee's weekly ordinary time rate of pay for the period of the leave (as per sick leave).
- (e) Employees taking maternity or adoption leave may elect to double the period of paid leave arising from paragraph a) above to be paid at 50% of the employee's weekly ordinary time rate of pay. Provided that this extended period of paid leave falls within the period of unpaid parental leave to which the employee is entitled arising from legislation or industrial award.

3. Giving notice and applying for leave

- (a) To be eligible to claim paid parental leave, employees must comply with the requirements regarding advice to the employer normally associated with the taking of unpaid parental leave.
- (b) To claim paid paternity leave the employee must provide such reasonable proof as the employer may require.

4. Impact of paid parental leave on other entitlements

- (a) Paid parental leave shall be considered service for the purpose of service related entitlements (unpaid leave is not counted for such purposes).
- (b) The receipt of paid parental leave does not otherwise limit the employee's rights or obligations with respect to unpaid parental leave arising from legislation or industrial award.

5. Impact of legislative paid parental leave on these entitlements

Leave is reserved to the Company to review these arrangements should the mooted national scheme of paid parental or maternity leave be introduced.

## 25. Jury Service

When employees are summoned for jury service, the Company will not, except in special circumstances, endorse any application on behalf of an employee for exemption or deferment.

Employees on jury service who are not empanelled and dismissed for the rest of the day must report for work.

Employees summoned for jury service receive actual salary / wage that they would have received had they worked their normal shift.

## 26. Automation

- (i) Notwithstanding the provisions of Clause 7, Contract of Employment, of this award, where, on account of the introduction or proposed introduction by the Company of mechanisation or technological changes, the Company proposes to terminate the employment of an employee who has been employed by it for the preceding twelve months, it shall give the employee three months notice of the termination of his or her employment; provided that, if the employment of such employee is terminated on that account and the Company fails to give such notice in full,
  - (a) the Company shall pay the employee at the ordinary rate of pay for the employee's classification, for a period equal to the difference between three months and the period of the notice given; and
  - (b) the period of notice required by this Clause to be given shall be deemed to be service with the Company for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of those Acts; and provided further that the right of the Company to dismiss an employee for the reasons specified in Clause 7, Contract of Employment, of this award, shall not be prejudiced by the fact that the employee has been given notice pursuant to this Clause of the termination of his or her employment.
- (ii) Where the Company proposes to introduce mechanisation or technological changes which will result in one or more employees becoming redundant, the Company shall give notification in accordance with this sub-clause at least six months before the introductions of such mechanisation or technological changes, and if it is not practicable for the Company to give such notifications at least six months before such introduction, then the Company shall give the notifications as early as it is practicable for the Company to give them. The notifications to be given in accordance with this sub-clause are notifications in writing to the Industrial Registrar, the Director of the Vocational Guidance Bureau, the Director of Technical and Further Education and the Secretaries of the Unions, of the number of employees who may become redundant on account of the introduction or proposed introduction of mechanisation or technological changes by the Company, and of their occupation and of the approximate date when their employment is likely to terminate on account of such introduction.

## 27. Payment of Wages

- (i) All wages shall be paid weekly.
- (ii) Each employee on day work, day shift and night shift shall be entitled to be paid within a quarter of an hour after clocking off. An employee not so paid shall be entitled to his or her ordinary rate of wage until payment has been made.
- (iii) Employees on afternoon shift shall be paid before the time of commencing work on the pay day.
- (iv) The provisions of subclauses (i), (ii) and (iii) of this Clause shall not have application in circumstances where it is not reasonably practicable for the Company to comply with its obligations thereunder on account of causes for which it cannot reasonably be held responsible. Proof of the existence of such circumstances shall lie upon the Company. In such circumstances the Company shall pay wages as soon as it is reasonably practicable for it to do so.

**28. Miscellaneous Provisions**

- (i) The Company shall provide, and each employee shall wear ear protection and safety glasses when engaged in any work which, in the opinion of the Company, necessitates the use of ear protection or glasses for the purpose of protection.
- (ii) The Company shall supply and keep supplied for the use of each person employed in the blower box in the Galvanising Department removing or cleaning up the zinc deposited therein, a mask in good and serviceable condition of the type approved by the appropriate Government authority and the mask shall be worn by each person engaged in the said work.
- (iii) The Company shall provide and the employee shall wear palms, gloves, clogs and rubber boots when, in the Company's opinion, the work necessitates their use. Any article so provided shall remain the property of the Company and shall not be taken from the premises of the Company by the employee to whom it is supplied.
- (iv) Each crane cabin shall, unless otherwise heated, be equipped with a radiator which the Company shall install and maintain in good order and condition.
- (v) Boiling Water -  
The Company shall provide boiling water for employees at meal times.
- (vi) Drinking Water -  
The Company shall provide for the use of employees in workshops a sufficient supply of wholesome cool drinking water from the bubble taps or other suitable drinking fountains.
- (vii) Lockers -  
The Company shall at some reasonably convenient place on the premises provide a suitable locker for each employee in his or her workshop, or hanging facilities which afford reasonable protection for employee's clothes.
- (viii) Showers -  
The Company shall provide hot and cold shower baths which shall be situated away from lavatories.
- (ix) Washing and Sanitary Conveniences -  
The Company shall provide proper and sufficient washing and sanitary conveniences.
- (x) Damage to Clothing, Spectacles, Hearing Aids and Tools -  
Compensation to the extent of the damage sustained shall be made where, in the course of the work, clothing, spectacles, hearing aids or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the Company's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties. Provided further, that this paragraph shall not apply when an employee is entitled to Worker's Compensation in respect of the damage.
- (xi) Case Hardened Prescription Lenses  
Where the Company requires an employee to have prescription lenses case hardened it shall pay for the cost of such case hardening.

### **29. Return of Company's Property**

Should any employee, on leaving the Company's service fail to return any of the Company's property including safety glasses, gloves, other protective clothing and tools, gauges, etc., the Company may deduct from his or her final wages the reasonable value of the article.

### **30. Procedure for Resolving Claims, Issues and Disputes**

(i) Avoidance of Industrial Disputes

In order to minimise industrial action the following consultative process will be followed to resolve all grievances and disputes raised by employees or the Company.

Step 1 - When issues are raised consultation will take place at departmental level between employee - delegate and company representative. (If agreement not reached go to Step 2).

Step 2 - Issues to be documented by filling out a resolution of claims, issues and disputes form by employee delegate and company representative at departmental level. (If agreement not reached go to Step 3).

Step 3 - Organise a meeting involving senior delegates (where appropriate) and senior company Officers, e.g. Department Manager. (If agreement not reached go to Step 4).

Step 4 - Organise a meeting with union officials (where appropriate) and senior management. (If agreement not reached go to Step 5).

Step 5 - Notify the Industrial Relations Commission of NSW or give date of intention of notification.

Where a dispute involves either party seeking to change an existing agreement or practice, the parties shall endeavour to identify and agree on what is the status quo. This state shall then continue to prevail until the dispute is resolved or at least until the parties have exhausted all steps in the above procedure.

Without prejudice to either party and except where a bona fide safety issue is involved it is the clear intention that work should continue while the matters are negotiated in good faith.

Where an employee encounters a problem that has been unable to be resolved through normal channels and requires further advice relating to any workers compensation matter, that person should contact the relevant senior delegate (e.g. union convenor or sub-branch secretary).

### **31. No Extra Claims**

It is a term of this Award, arising from the OneSteel Manufacturing Wage Settlement 2005,(the Settlement) that the Unions undertake for the period to 31 August, 2008, not to raise any further claims, award or overaward (including claims arising from National or State wage cases), and acknowledge that this settlement deals comprehensively with rates of pay, conditions of employment and related matters.

There will be agreed scope to arbitrate, if necessary, unresolved issues about classification restructuring or work value claims. Discussions regarding a replacement settlement may commence 3 months prior to expiry of this settlement.

The clause does not limit the ability of the parties to perform the process outlined in clause 9.5 of the Settlement.

### **32. Labour and Business Flexibility**

(i) Labour Flexibility

(a) Sub-Contract Labour

The Company employees and Unions agree to the use of sub-contract labour under the following conditions:

- (i) Where there is a requirement for specialised equipment or specialised services.
- (ii) Where the skills do not exist or are not readily available in the Company's existing labour force. (The Company agrees that where skills of the existing labour force can be readily and economically upgraded, steps will be taken to do so).
- (iii) Where there is a requirement to meet peak or above normal demands which cannot be reasonably met through or by another method.
- (iv) It is agreed that consultation will take place with relevant unions when the use of contractors is being proposed.
- (v) Unforeseen incidents can occur through major plant breakdown which may preclude prior consultation. However, every effort will always be made to facilitate consultation. The decision to hire subcontract labour without consultation will be made by a member of the Management Team.

(b) Workforce Peak Loads

The Company may need to supplement the core labour force to meet the temporary and real needs of the business.

Persons employed under these circumstances will be advised of the temporary nature of the job and will not be covered by Clause 37, Employment Security, of this award unless it is evident that their position has changed to one of a longer nature

The Company is prepared to state:

- (a) It will consult with Unions and employees in accordance with the agreed consultative process when workforce supplementation is proposed.
- (b) Persons employed in this manner will abide by Site conditions.
- (c) Where such persons are engaged the numbers involved should not exceed whichever is the greater of:
  - (i) 7% of the total AWU/FIME workforce, 10% of the total tradesmen workforce; or
  - (ii) the numbers required to increase shift levels in a major production department.
- (d) Where numbers required are greater than those specified in (c), the Company agrees to consult with Unions and employees in accordance with the agreed consultative process.
- (e) It is prepared to have discussions with Unions and employees in accordance with the agreed consultative process when the circumstances exceed a period of 6 months.

(ii) Business Flexibility

It is agreed that purchasing from outside sources may be required in some circumstances with proper and reasonable consultation with Unions and employees in accordance with the agreed consultative process.

Those circumstances are:

- (a) When the work is outside equipment or skill capacity with the parties satisfied that updated and / or improving equipment and training would be impractical.

- (b) When plant resources are already fully utilised.
- (c) Where it can be clearly demonstrated that it is uneconomical to do the work here.
- (d) Delivery urgency prevents the utilisation of plant resources. (The delivery urgency may also prevent prior consultation).
- (e) Where delivery urgency is not an issue, the Supervisor of the Department concerned will consult.

### 33. Work Environment

#### (i) Strategic Innovation

To achieve long-term viability OneSteel Trading Pty Ltd's Newcastle Works has to provide superior customer value.

This means out performing the competition on PQRS (Price, Quality, Reliability, Service) and being able to efficiently bring new product on-line.

The Company, employees and Unions agree to come together in a positive and constructive way to establish appropriate mechanisms to implement, manufacture, install and commission any strategic development at OneSteel Trading's Newcastle Works.

#### (ii) Vision

Increasing the prosperity of OneSteel Trading's Newcastle Works will bring benefits to all the stakeholders: shareholders, company and employees.

To achieve this, we need to win against the competition, and we need to accept that customers are our only source of employment security

#### (iii) Communication Policy

The Company, employees and Unions at OneSteel Trading's Newcastle Works recognise the importance of effective communications as a significant contributor towards Best Practice. It is agreed that all parties will work to continuously improve communication throughout the life of this Award.

#### (iv) Rehabilitation Policy

The Company, employees and Unions at OneSteel Trading's Newcastle Works, recognise and accept their obligation to assist in the rehabilitation of employees injured or made ill during the course of their employment.

The Company is committed to ensuring that all the processes of rehabilitation are commenced as early as possible.

#### (v) Environment Policy

The Company, employees and Unions at OneSteel Trading's Newcastle Works recognise their individual responsibilities to work together in all areas detailed under relevant environmental legislation.

We will strive to continuously improve our environmental performance and corporate image.

This will be achieved through continued involvement in community forums and effective site structures.

(vi) Occupational Health And Safety Policy

The Company, employees and Unions at OneSteel Trading's Newcastle Works recognise their individual responsibilities to work together in all areas detailed under the *Occupational Health and Safety Act* 1983 and associated legislation.

This will be achieved through a safety committee structure supported by necessary Company resources.

(vii) Roster Days Off

Implementation of the 38 hour week will be by the taking of 1 roster day off in each 4 week period or by other agreed methods.

To assist planning purposes a suggested set of site roster days off will be determined by the agreed consultative methods during November for the following year. Where these days do not suit a particular department, alternate arrangements will be determined with consultation at departmental level during December for the following year.

Scheduled roster days off may be varied through the agreed consultative process to meet market or business requirements. Where the parties are unable to reach agreement through this process such change may be dealt with by reference to Clause 30, Procedure for Resolving Claims, Issues and Disputes, of this Award.

Where agreed to by the Company and employees or majority of employees involved, variation may take place on an individual, departmental or team basis.

(viii) Volunteer Services - Emergency Services Personnel (Volunteer Firemen, Coastguard etc.)

In each genuine emergency situation, providing where reasonable and practicable proper consultation has taken place, these employees will be released to attend, and where applicable full make up pay will apply to bring the employees' wages to that which would have been received had they performed their normal work.

### 34. Consultative Process

All parties are committed to proper consultation using the following guidelines

(i) Role of Senior Delegates

The Company will consult with senior delegates as a first step between management and employees over site issues.

(ii) Role of Delegates

The Company will consult with departmental delegates as a first step between management and employees over departmental issues.

(iii) Role of Employees

Employees are the ultimate decision making body. Proper decisions will be made by using the agreed steps above.

### 35. Training

The Company, employees and Unions recognise that training is an important contributor to increasing the total productive performance of OneSteel Trading's Newcastle Works.

This requires a culture which sees training as an investment in the future of OneSteel Trading's Newcastle Works and the employees working within it.

Accordingly the Company, employees and Unions are committed to the achievement of a skilled and flexible workforce to meet future challenges facing both employees and the business.

This will be pursued through:

the establishment of a training committee with agreed representation, scope and guidelines within which to operate

developing flexibility's to maximise the opportunity to train employees during normal working hours using either internal or external training providers, on site or off site NTB accreditation of training programs where possible

### **36. Employment Security**

- (i) Real and lasting employment security for all employees can only be achieved through satisfying customer needs better than our competitors. This requires continuous improvement in our productive performance.

However, on the journey to Best Practice the Company is conscious of the need to reassure individuals and teams that as they work to achieve continuous improvement this work will not be detrimental to their own interests.

In this spirit, the Company will not compulsorily retrench any employee as a result of Best Practice initiatives.

- (ii) Subject to sub-clauses (iii) and (iv) of this Clause it is also the Company's clear intention to not have forced retrenchments during the life of this Award.

The Company will, in the first instance, utilise the following options in respect of employees made surplus to the requirements of the business:

- (a) Retraining employees for other positions where appropriate
- (b) Transfer to different positions
- (c) Natural attrition
- (d) VRS programs

If the above steps do not resolve the situation the Company will enter into discussions with the Unions and delegates to find alternatives. The package applicable in the event of redundancies arising is set out in Appendix 1 of this Award.

- (iii) The employees and their Unions are committed to assisting the Company to become a viable, internationally competitive business. This commitment will be demonstrated through active and positive participation in the On-line process.
- (iv) It is also the clear intention of employees and their Unions to not have strikes, bans or limitations over issues covered in this Award. In the case of a dispute arising the Procedure for Resolving Claims, Issues and Disputes, Clause 30 of this Award, will be followed.

### **37. Retention of Rate**

Any employee who is appointed to a position where the classification is lower than their previous position, will retain their classification level prior to the change, until they progress to a higher classification than prior to the change. This will be in circumstances where there has been changes due to the introduction of technology, changes to work practices or market changes which affect the Company's operations.

### 38. Area, Incidence and Duration

- (i) This Award rescinds and replaces the OneSteel Trading Pty Ltd Newcastle Award published on 26 March 2004 (Vol 343 I.G. 875) as varied.
- (ii) This Award shall apply to all persons employed by the Company at its Newcastle Works in the classifications set out in Table 1 - Rates of Pay of Part B, Monetary Rates, of this award.
- (iii) This Award shall apply to the employees covered by the award to the exclusion of all other awards.
- (iv) This award shall take effect from the beginning of the first pay period to commence on 1st September 2005 and shall remain in force until 31st August 2008.
- (v) Discussions regarding a replacement Settlement may commence 3 months prior to expiry of this settlement.

### 39. Leading Hands

Leading hands shall receive an additional allowance per week as shown below.

Column A - to apply from the first full pay period commencing on or after 1st September 2005.

Column B - to apply from the first full pay period commencing on or after 1st March, 2006.

Column C - to apply from the first full pay period commencing on or after 1st September, 2006.

Column D - to apply from the first full pay period commencing on or after 1st September, 2007.

	A \$	B \$	C \$	D \$
If in charge of not less than 3 and not more than 10 employees	28.70	29.00	30.20	31.40
If in charge of more than 10 employees but not more than 20 employees	42.80	43.20	44.90	46.70
If in charge of more than 20 employees	54.50	55.00	57.20	59.50

### 40. Time and Wages Book

- (i) The Company shall keep a record from which can be readily ascertained the name of each employee and his occupation, the hours worked each day, and the wages and allowances paid each pay period.
- (ii) The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time on duty, but this does not apply to checking in or out when entering or leaving the employer's premises.
- (iii) The time and wages record shall be open for inspection to a duly accredited union official during the usual office hours at the employer's office or other convenient place. Provided that an inspection shall not be demanded unless the Secretary of the union or the district secretary or organiser of any division suspects that a breach of this award has been committed. Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.
- (iv) The official making such inspection shall be entitled to take a copy of entries in a time and wages relating to the suspected breach of this award.

### 41. Industrial Relations

- (i) The parties acknowledge that structured, collective industrial relations will continue as a fundamental principle of the business. That principle recognises the important role that employees membership of a Union has in maintaining a stable, safe and efficient working environment. An open, structured and

accountable approach to Industrial Relations has traditionally been implemented by employees being members of the Union's party to the award. The parties agree to promote this approach to Union membership into the future.

- (ii) All prospective and current employees will be strongly encouraged to join and maintain financial membership to an appropriate Union party to this award. As an introduction to the workplace, a Union representative shall form part of the official induction program and adequate time shall be allowed to ensure Union membership can be discussed.
- (iii) All employees will be encouraged to participate in Union meetings and exercise their voting rights.
- (iv) Union officials have right of entry consistent with appropriate NSW legislation.
- (v) The Company shall give recognition to an employee who is the union delegate representing the employees in a shop or department where he or she is employed and he or she shall be allowed the necessary time during working hours to interview the Company or its representative in case of a dispute affecting employees in his or her shop or department, provided that the Company shall not be bound to give recognition as delegate to an employee in respect of whom a written notification has been received from the union concerned that the union does not recognise such employee as a delegate.

The Company shall, upon request, provide each recognised delegate with a suitable locker for the purpose of storing relevant union material at the workplace.

- (vi) The Company will provide paid leave for delegates to attend training courses as agreed by the parties under the following circumstances:-
  - (a) Recognised delegates may be granted up to three (3) days per annum trade union training leaving without loss of ordinary pay (excluding overtime). Such leave may accrue to a maximum of five (5) days. Reasonable requests for additional days may be authorised by the Company subject to meeting operational needs.
  - (b) The taking of such leave will be for the purposes of attending formal trade union training courses.
  - (c) The unions will provide to the employer reasonable notice in writing of the need for such training.
  - (d) As far as practicable, such leave should be organised so as to minimise the need for the employer to replace the delegate by the working of overtime and to allow the delegate to be released within ordinary time. It is recognised that the employer and delegates may need to demonstrate flexibility in the rostering of shifts to allow this to occur.
  - (e) Where issues arise as to the application of this clause, discussions will be held, consistent with local consultative arrangements and the dispute settlement procedure under this Award, with a view to resolving the issue prior to the commencement of the training.
- (vii) The company will provide payroll deduction facilities for Union dues payable to Industrial Organisations party to this award.

#### **42. Personal/Carer's Leave**

- (i) Use of sick leave
  - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs their care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 21, Sick Pay, for absences to provide care and support for such persons when they are ill. Such leave may be taken for in part of a single day.

- (b) The employee shall provide a medical certificate stating the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care and support of the person concerned; and
- (ii) the person concerned being:
- (1) a spouse of the employee; or
- (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
- a. "relative" means a person related by blood, marriage or affinity;
- b. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- c. "household" means a family group living in the same domestic dwelling.
- (6) An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.
- (ii) Unpaid leave for family purpose
- (a) An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (I) above who is ill.
- (iii) Annual leave
- (a) To give effect to this clause, but subject to the *Annual Holidays Act 1944*, an employee may elect, with the consent of the Company, to take annual leave not exceeding five days in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.

- (c) An employee and the Company may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (iv) Time Off in Lieu of Payment for Overtime
  - (a) An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company within 12 months of the said election.
  - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
  - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
  - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-up time
  - (a) An employee may elect, with the consent of the Company, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
  - (b) An employee on shift work may elect, with the consent of the Company, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (vi) Bereavement Leave
  - (a) An employee, other than a casual employee, shall be entitled to up to 3 days bereavement leave without deduction of pay on each occasion of the death of a close relative. However, where interstate travel is involved, a period of up to one week may be considered reasonable.
  - (b) The employee must notify the Company as soon as practicable of the intention to take bereavement leave and will, if required by the Company, provide to the satisfaction of the Company proof of death.
  - (c) Bereavement leave may be taken in conjunction with other leave available under subclauses (i), (ii), (iii), (iv), (v), (vi) of this clause. In determining such a request, the Company will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vii) Grievance process
  - (a) In the event of any dispute arising in connection with any part of this clause, such dispute shall be processed in accordance with Clause 31, Procedure for Resolving Claims, Issues and Disputes of this award.

#### **43. Flexible Remuneration**

- (i) In this clause, "Plan" means the terms under which flexible remuneration benefits may be offered by the company at its absolute discretion from time to time to employees by way of a sacrifice of wages payable under this award. Without limitation, the benefits may include, for example, superannuation contributions and employee share plans.
- (ii) Despite the provisions of this award an employee may elect:
  - (a) to receive the benefits of any Plan offered by the company; and

- (b) to reduce wages otherwise due under this award by the amount required under the plan for the benefits received by the employee under the Plan.
- (iii) Any election by an employee under sub-clause (ii) must be in the form prescribed by the Company from time to time.
- (iv) Where an employee has made an election under sub-clause (ii), the wages payable under this award will be reduced by such amount as prescribed from time to time under the relevant Plan.
- (v) The reduced wages and the contributions under the Plan will apply for periods of annual leave, long service leave and other periods of paid leave.
- (vi) The company or an employee may only terminate or vary an election under sub-clause (ii) in accordance with the terms applicable to the relevant Plan.
- (vii) Other than as already provided for under any Plan, the company at its discretion may terminate the provision of benefits under a Plan or amend the terms applicable to a Plan. The company will give one month's notice of such a termination or amendment.
- (viii) The Company shall not use any superannuation contribution made in accordance with an employee's election to meet its minimum employer obligation under the *Superannuation Guarantee (Administration) Act 1992* or any legislation which succeeds or replaces it.
- (ix) The provisions of this clause have been agreed to by the parties with the intent of facilitation flexible remuneration benefits for employees covered by this award. To remove any doubt, this clause is not intended to:
  - (a) provide substantive industrial regulation of any benefit included in a Plan; and
  - (b) be used as a precedent in relation to any claim for the industrial regulation of any benefit include din a Plan, including, for example superannuation contributions and employee share plans."

#### 44. Apprentices

(i) General

The Company and any apprentices employed by it shall comply with the provisions of the *Apprenticeship and Traineeship Act 2001* and regulations and orders made under that Act.

- (a) Every apprenticeship contract shall contain:
  - (i) the names of the parties;
  - (ii) the date of birth of the apprentice;
  - (iii) a statement of the trade or trades to which the apprentice is to be bound and which he or she is to be taught during the course and for the purpose of the apprenticeship;
  - (iv) the date on which the apprenticeship is to commence or from which it is to be calculated;
  - (v) covenants by the employer and the apprentice in accordance with Part 2 of the *Apprenticeship and Traineeship Act 2001*;
  - (vi) all other conditions of apprenticeship.
- (b) Cancellation, Suspension or Termination of Apprenticeship

An apprenticeship may be cancelled or suspended by consent of the parties in accordance with Part 2 of the *Apprenticeship and Traineeship Act 2001*.

The provisions of this award dealing with termination of employment and redundancy shall not apply to apprentices, except for apprentices engaged from existing employees.

The apprenticeship entered into between the Company and apprentice shall set out a term or terms dealing with termination of the apprenticeship.

(c) Proportion

- (i) An employer shall not employ apprentices in excess of the proportion of one apprentice for every two or fraction of two tradesmen in the trade concerned.
- (ii) The number of tradesmen shall be deemed to be the average number working during the immediately preceding six months. Any person who is engaged by the Company in a traineeship under the *Apprenticeship and Traineeship Act 2001* shall not be regarded when calculating the proportion of apprentices to tradesmen.
- (iii) An apprentice who is in his or her fourth year of apprenticeship shall not be taken into consideration in calculating the proportion of apprentices to tradesmen as prescribed by this sub-clause.

(d) Probationary Period

A person may be employed as a probationary apprentice provided that the period of probation does not exceed three months.

- (e) The minimum weekly rate of wage for apprentices shall be the following percentages of the (position Level 5):

Four Year Term Apprenticeship - Percentage of Base Rate

First Year	42%	Third Year	75%
Second Year	55%	Fourth Year	88%

(ii)

(a) Overtime and Shiftwork

- (i) Except in the circumstances of an emergency as set out in subclause (II), no apprentice under the age of eighteen (18) years shall be required to work overtime or shiftwork without his or her consent.
- (ii) Except in the case of an emergency, no apprentice shall work or be required to work overtime or shiftwork at times which would prevent attendance on the apprentice's course of studies or training.

(b) Fees

The Company will pay all fees due to the relevant educational institution on behalf of the apprentice. This sub-clause shall only apply for the normal duration of the apprenticeship i.e. fees will not be paid by the Company for repeat studies.

(c) Text Books

Apprentices satisfactorily completing each stage of study or training and presenting documentation of that satisfactory completion to the employer shall be reimbursed by the employer for all text books paid for by the apprentice.

(d) Hours

The ordinary hours of employment of apprentices shall not exceed those of the tradesperson in the same workshop.

(e) Adult Apprentices

(i) For the purposes of this Award, an adult apprentice means a person of twenty-one years of age or more at the time of entering into an apprenticeship.

(ii) The provisions of this clause apply to adult apprentices unless specifically provided otherwise.

(iii) Where an adult enters into an apprenticeship for the Company, and that apprentice previously worked for the Company immediately prior to entering into the apprenticeship, the Company shall ensure that the apprentice does not suffer a reduction in the rate of pay by virtue of entering into the apprenticeship.(iv)For the purpose only of fixing a rate of pay for that adult apprentice, the adult apprentice shall continue to receive the rate of pay that is from time to time applicable to the classification or class of work in which the adult apprentice was engaged immediately prior to entering into the apprenticeship.

#### **45. Wage Support for Extended Periods of Illness Or Injury**

1. Purpose

These arrangements are designed to provide employees of OneSteel with added financial security in the event of their being off work for an extended period due to non-works illness or injury.

2. Underpinning principles

(a) Employees may reasonably expect continued financial support in the event of extended illness or injury

(b) Employees are expected to provide for their own security by accessing reasonable levels of existing leave entitlements

(c) The extension of financial support places obligations on the employee to cooperate with the reasonable requests of their employer

(d) Fair & equal treatment of all employees

(e) These arrangements are not intended to support "casual" absences or benefit employees with chronic poor attendance

3. Extended wage support - non-works injury or illness

(a) Subject to the provisions of this clause, employees will receive financial support at the ordinary time rate of pay for the period of their incapacity, up to a maximum of twelve (12) months, in the event of their being unable to attend work continuously for greater than one (1) month due to personal illness or injury. Provided further that where an employee is a shiftworker and would have remained on shift but for their inability to attend work, such financial support will include additional payment of the ordinary shift and weekend penalties applicable to the employee's roster.

(b) Employees will be required to exhaust all available sick leave accruals before accessing the support available under this clause.

Additionally, employees will be required to utilise:

any annual leave (including pro-rata accruals) in excess of 4 weeks; and,

any long service leave (including pro-rata accruals) in excess of 13 weeks

for a combined period of not more than 6 weeks before accessing the support available under this clause.

- (c) The period of extended wage support referred in a) above is in addition to existing sick leave entitlements and such annual leave or long service leave as may be taken under paragraph b) above.
- (d) Where the employee is entitled to benefits arising from personal injury insurance (eg motor vehicle CTP insurance, sporting injury insurance, etc), other than workers compensation, the wage support otherwise extended under this clause will be reduced by the amount of insurance benefit paid. Where such monies are paid by an insurer substantially after the absence, the employee is required to repay such monies to the employer. The employer may require the employee to authorise the employer to claim such monies direct from the insurer prior to receiving extended wage support.
- (e) Should circumstances arise where the employer believes that the conduct of the employee is such that the continued extension of wage support would be at odds with the principles outlined in 2. above, the employer may initiate a formal review in which the employee, and their union should they wish, are given the opportunity to respond to any allegations prior to the employer making a decision as to continuance or cessation of wage support. Any disputes that arise from the exercise of this facility will be progressed in accordance with the dispute settlement procedure.
- (f) Consideration may be given to further wage support beyond the 12 months referred to under paragraph a) above in circumstances where the agreed rehabilitation plan for the employee and medical opinion indicate that an immanent return to normal duties by the employee.

#### 4. Obligations of employees

- (a) Employees are required to provide all reasonable evidence requested by the employer as to the nature of their illness or injury including making themselves available for examination by medical practitioners/specialists nominated by the employer
- (b) Employees are required to actively participate in any reasonable rehabilitation or return to work plan required by the employer

#### 5. Exclusions - The above arrangements will not extend to the following:

- (a) Employees engaged on a casual or fixed term basis
- (b) Employees with less than 3 months continuous service
- (c) Absences covered by workers compensation or arising from works related injury or illness
- (d) Casual absences or absences of short duration
- (e) Injury or illness arising from the unlawful actions of the employee
- (f) Absences which would otherwise be covered by carers leave
- (g) Multiple periods of extended absences beyond those totalling 12 months in any 3 year period.
- (h) Employees enjoying similar support under discretionary sick leave arrangements

- (i) Absences resulting from alcohol, drug or substance abuse
  - (j) Absences resulting from high risk sporting or recreational activities generally precluded from personal accident insurance arrangements (such as competitive motor sport, sky diving, etc).
6. Other matters
- (a) Any disputes arising from the operation of this clause will be progressed in accordance with the dispute settlement procedures under the respective award/agreement.
  - (b) Nothing within these arrangements is to be taken to preclude termination of employment where the prognosis for the employee is that they will be unable to return to their normal employment, subject to the employee being afforded reasonable extended wage support so to allow them to resolve questions as to their financial security post-termination.

#### **46. Supplementary Labour - Rates of Pay**

Where supplementary labour is engaged payment will be based on the appropriate classification rate of pay otherwise payable to an employee under this Award. In this clause, "supplementary labour" is labour sourced through labour hire firms to fill temporary vacancies or to top up the existing full time labour force (e.g. to cover seasonal or peak work loads) but excludes labour engaged under service contracts and other contractual arrangements (eg. maintenance contracts, capital contracts, etc).

So as to remove doubt, this clause is binding only on the Company, unions and employees party to this Award and does not extend this Award to other employers or their employees engaged as supplementary labour.

#### **47. Transition Arrangements for Retiring Shift Workers**

The parties agree to providing support in terms of shift, financial and lifestyle planning for those employees who nominate their retirement in advance. These arrangements will be managed on an individual basis. The aim of this clause is to provide a smooth transfer from work into retirement for long serving employees (typically having served on shift work greater than 10 years). Such transitions would not normally exceed a period of 12 months and will be subject the capacity of the business to reasonably accommodate the needs of the employee. For example, shift workers who nominate their retirement date in advance the following could apply:

staged moderation of duties;

lifestyle planning / training; and/or,

movement to day shift at the employee's request.

#### **48. Superannuation - Choice of Fund**

Employee and employer superannuation contributions will be paid into either the OneSteel Superannuation Fund (OSSF) or the Superannuation Trust of Australia (STA) at the direction of the employee. In the absence of an election from the employee the contributions will be directed to the default fund. For the purposes of this clause the default fund will be:

for existing employees at 1 July 2005 the OSSF, and

for employees commencing employment with OneSteel after 1 July 2005 the STA.

#### **49. Commitment to Ongoing Business Improvement**

It is acknowledged and agreed that the wages and conditions enjoyed by OneSteel employees, including the gains flowing through this Award, are only afforded by ongoing competitiveness in all areas of OneSteel's operations.

Employers, employees and unions party to this Settlement commit to co-operatively and expeditiously pursuing workplace change necessary for ensuring OneSteel meets its promise to customers and improving asset and labour productivity during the life of this settlement. Such change will occur consistent with the principles of fair treatment, consultation and competitive manufacturing.

It is agreed that these types of changes and flexibilities underpin the wage increases provided for in the Settlement.

## PART B

### MONETARY RATES

**Adult Basic Wage: \$121.40 per week**

**Table 1 - Rates of Pay**

Column A - a 4% increase to apply from the first full pay period commencing on or after 1st September 2005.

Column B - a 1% increase to apply from the first full pay period commencing on or after 1st March, 2006.

Column C - a 4% increase to apply from the first full pay period commencing on or after 1st September, 2006.

Column D - a 4% increase to apply from the first full pay period commencing on or after 1st September, 2007.

Percentage of Level 5	Level	A \$	B \$	C \$	D \$
160%	Level 14	1,552.00	1,567.50	1,630.20	1,695.50
150%	Level 13	1,455.00	1,469.60	1,528.40	1,589.60
145%	Level 12	1,406.50	1,420.60	1,477.40	1,536.60
135%	Level 11	1,309.50	1,322.60	1,375.50	1,430.60
130%	Level 10	1,261.00	1,273.60	1,324.60	1,377.60
125%	Level 9	1,212.50	1,224.60	1,273.60	1,324.60
115%	Level 8	1,115.50	1,126.70	1,171.70	1,218.70
110%	Level 7	1,067.00	1,077.70	1,120.80	1,165.70
105%	Level 6	1,018.50	1,028.70	1,069.80	1,112.70
100%	Level 5	970.00	979.70	1,018.90	1,059.70
96%	Level 4	931.20	940.50	978.10	1017.30
93%	Level 3	902.10	911.10	947.60	985.50
89%	Level 2	863.30	871.90	906.80	943.10
86%	Level 1	834.20	842.50	876.30	911.30
82%	Induction Interim	795.40	803.40	835.50	869.00

**Table 2 - Other Rates and Allowances**

Clause	Brief Description	First full pay period 1/9/ 2005	First full pay period 1/9/2006	First full pay period 1/9/2007
No		\$	\$	\$
14 (iii)	Confined Spaces	0.58	0.60	0.62
14 (iv)	Dirty Work	0.43	0.44	0.45
14 (v)	Height Money	0.32	0.33	0.34
14 (vii)	Hot Places	0.43	0.44	0.45
14 (vii)	Hot Places	0.58	0.60	0.62
14 (vii)	Slag Wool	0.57	0.59	0.61
14 (viii)	Wet Places	0.43	0.44	0.45
14 (ix)	Explosive Powered Tools	1.15	1.18	1.22

14 (x) (a)	Chokage	5.43	5.59	5.76
14 (x) (b)	Spray painting	0.49	0.50	0.52
14 (x) (c)	Compute quantities	0.49	0.50	0.52
14 (x) (d) (i)	Plumber's licence	0.73	0.75	0.77
14 (x) (d) (ii)	Gasfitter's licence	0.73	0.75	0.77
14 (x) (d) (iii)	Drainer's licence	0.63	0.65	0.67
14 (x) (d) (iv)	Plumber's and Gasfitter's licence	0.98	1.01	1.04
14 (x) (d) (v)	Plumber's and Drainer's licence	0.98	1.01	1.04
14 (x) (d) (vi)	Gasfitter's and Drainer's licence	0.98	1.01	1.04
14 (x) (d) (vii)	Plumber's, Gasfitter's and Drainer's licence	1.36	1.40	1.44
14 (x) (f)	Handling charcoal etc.	0.61	0.63	0.65
14 (x) (g)	Clothing allowance	1.39	1.43	1.47
14 (x) (h)	Gas or water space	1.14	1.17	1.21
14 (x) (i) (i)	Epoxy based materials	0.61	0.63	0.65
14 (x) (i) (ii)	Epoxy based materials - additional	0.39	0.40	0.41
14 (x) (i) (iv)	Epoxy based materials - working in close proximity	0.49	0.50	0.52
14 (x) (j)	Plumbers, Gasfitters and Drainers \ cert of registration	0.54	0.56	0.58
14 (x) (k)	Rigger licence class 1 or 2	8.22	8.47	8.72
14 (x) (k)	Rigger licence class 4	4.60	4.74	4.88
14 (x) (l) (iii)	Toxic substances	0.57	0.59	0.61
14 (x) (l) (iii)	Toxic Substances - working in close proximity	0.47	0.48	0.49
14 (xiii)	Electrical Tradesperson Licence	0.78	0.80	0.82
15 (v) (a) (ii)	Meal Allowance	9.70	cpi	cpi
15 (vii) (b) (ii)	Meal Allowance	9.70	cpi	cpi

## APPENDIX 1

### REDUNDANCY

#### 1. Purpose

These arrangements are designed to provide employees with fair and reasonable benefits in the event of redundancy.

#### 2. Definitions

In this clause:

"weeks pay" means the employees weekly ordinary time rate of pay including award rate, over award rate and all-purpose allowances but excluding shift allowances, weekend penalties and overtime.

"continuous service" means unbroken service under a contract of employment of indefinite duration and excludes periods of unpaid leave of absence including unpaid parental leave.

"redundancy" means the employer has made a decision that the employer no longer wishes the job an employee has been doing done by anyone, and this is not due to the ordinary and customary turnover of labour; and that decision results in the termination of employment.

"employee" means an employee engaged under a contract of employment of indefinite duration and excludes casuals, fixed term employees and employees engaged under a training contract (such as apprentices and trainees).

## 3. Notice

In the event of forced redundancy, the employee will be provided a minimum of 4 weeks notice of termination (or 5 weeks if the employee is 45 years or older with 2 or more years continuous service) or payment in lieu of notice.

In the event of voluntary redundancy, the period of notice shall be on an agreed basis, but not exceeding 3 months, and there shall be no payment in lieu of notice.

## 4. Redundancy Benefit

Subject to the terms of this clause, employees terminating by reason of redundancy will be paid a redundancy benefit on termination of 4 weeks pay per year of continuous service (pro-rata for part years) provided that:

the minimum benefit is 8 weeks

the maximum benefit is 104 weeks

The above minimum and maximum redundancy benefits do not include any notice due or paid under 3 above.

These redundancy arrangements will come into effect from the 14th December 2001, subject to the following conditions:

- (a) Employees who as of 1 October 2001 had attained 36 years or more continuous service who leave the Company by cause of redundancy shall, in addition to the redundancy benefit above, be paid an ex gratia redundancy benefit of 2.5 weeks at the employee's weekly ordinary time rate of pay for each year of service in excess of 36 years (pro-rata for part years).
- (c) Permanent employees who as at 1 October 2001 had at least 6 months but less than 9.3 years continuous service who leave the Company by cause of redundancy shall be paid a redundancy benefit of 14 weeks pay plus 2.5 weeks pay per year of service. This benefit will be lieu of the redundancy benefit above.
- (d) Where a decision is made to effect redundancies, discussions will be held between the Company and respective unions as to the selection of an appropriate outplacement provider to assist terminating employees. Such assistance may include resume writing, interview skills, job search and financial counselling. Should agreement not be reached, the Company's nominated provider/s will be utilised.

## 5. General exclusions

- (a) Nothing in this clause shall be read as:

requiring the employer to extend a redundancy benefit to an employee where the employer offers the employee acceptable alternative employment (including alternative employment with rate retention arrangements as elsewhere provided for under this award/agreement) giving rise to an entitlement to a voluntary redundancy benefit in the absence of a formal offer by the employer

- (b) Redundancy benefit will not be paid in event of:

termination due to succession, assignment or transmission of business where the new employer offers the employee acceptable alternative employment with continuity of service; or,

where the employer otherwise obtains an offer of acceptable alternative employment for an employee.

R. W. HARRISON *D.P.*

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(942)

**SERIAL C3982****ONESTEEL WIRE PTY LTD NEWCASTLE FENCE  
POST PLANT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by OneSteel Wire Pty Ltd.

(No. IRC 4235 of 2005)

Before The Honourable Mr Deputy President Harrison

17 August 2005

**AWARD****PART A**

Clause No.	Subject Matter
1.	Basic Wage
2.	Rates Of Pay
3.	Leading Hands
4.	Mixed Functions
5.	Hours Of Duty
6.	Shift Work Allowances For Shift Workers
7.	Saturday Rates For Shift Workers
8.	Night Work For Day Workers And Day Shift Workers
9.	Transfer Of Day Workers From Day Work To Shift Work
10.	Transfer Of Shift Workers
11.	Overtime
12.	Payment For Training
13.	Requirement To Work In Accordance With The Needs Of The Industry
14.	Holidays
15.	Sunday And Holiday Rates
16.	Shift Workers - Sundays And Holidays As Ordinary Working Days
17.	Maximum Payment
18.	Employees Presenting Themselves For Work And Not Required
19.	Junior Labour Unapprenticed
20.	Sick Pay
20A.	State Personal/Carer's Leave Case - August 1996
20B.	Anti Discrimination
21.	Annual Leave
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25.	Compassionate Leave
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27.	Automation
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30.	Definitions
31.	Time And Payment Of Wages
32.	Union Delegates

33. Payroll Deduction Of Union Dues
34. Safety Glasses, Hearing Protection, Hard Hats And Gloves
35. Return Of Company's Property
36. Procedure For Resolving Claims, Issues And Disputes
37. Enterprise Arrangements And Award Changes
38. Performance Recognition Payment Scheme
39. Supplementary Labour - Rates Of Pay
40. Transition Arrangements For Retiring Shift Workers
41. Flexible Remuneration
42. Parental Leave
43. Wage Support For Extended Periods Of Illness Or Injury
44. Superannuation \_ Choice Of Fund
45. No Extra Claims Commitment
46. Commitment To Ongoing Business Improvement
47. Area, Incidence And Duration

## PART B

### MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

Appendix 1- Performance Recognition Payments Scheme

## PART A

### 1. Basic Wage

This award, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage of \$121.40 per week.

The said basic wage may be varied by the Industrial Relations Commission of New South Wales under subclause (2) of clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and Other Provisions, of the *Industrial Relations Act 1996*.

A reference in this award to the adult basic wage is to be read as a reference to the adult basic wage currently in force under the said clause 15.

### 2. Rates of Pay

- (i) Adult Employees - The minimum award rate of pay of any classification shall, subject to the other provisions of this award, be the rates attached to that classification as set out in Table 1 - Wages, of Part B, Monetary Rates.
- (ii) Junior Employees - Unapprenticed - The minimum rate of pay shall, subject to the other provisions of this award, be the following percentage of the 38-hour weekly wage prescribed for the classification "Entry" appearing in the said Table 1, calculated to the nearest 10 cents, any broken part of 10 cents in the result not exceeding 5 cents to be disregarded.

Percentage of weekly wage for Sweeper and Labourer  
per 38-hour week

Under 17 years of age	45
At 17 and under 18 years of age	65

Providing that juniors operating any machines and juniors called upon to lift weights of 18 kgs or over (where lifting is permitted by the *Occupational Health and Safety Act 2000*) shall be paid the amount per 38-hour week as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the rates set out in the said Table 1.

- (iii) In addition to the minimum rates of pay prescribed by this clause, employees receive payments pursuant to the applicable bonus scheme.
- (iv) Employment of Females - Subject to this award, the Company may employ females on all work in respect of which minimum rates of pay are prescribed by this award, except on such work as shall be declared by the Industrial Relations Commission of New South Wales to be unsuitable for female employees.

### **3. Leading Hands**

Except where otherwise specifically provided for, employees appointed by the Company as leading hands shall be paid additional amounts as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates:

### **4. Mixed Functions**

Employees shall retain the rate of pay of their ordinary classification for all work performed by them.

### **5. Hours of Duty**

- (i) All Employees - Ordinary working hours shall be an average of 38 per week over the full cycle of the relevant work roster. Ordinary hours shall not exceed -
  - (a) eight during any consecutive 24 hours;
  - (b) 152 in 28 consecutive days;

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 or by means of other rostering arrangements agreed to by the parties.

- (ii) Day Workers
  - (a) Ordinary working hours shall be worked Monday to Friday, inclusive, between the hours of 6.00 am and 6.00 pm each day. Provided that day workers may commence their ordinary hours prior to 6.00 am if agreement has been reached between the Company and the employees, and relevant union.
  - (b) Each day, Monday to Friday, inclusive, thirty minutes between the hours of 10.00 am and 2.30 pm shall be allowed to day workers for a meal.
- (iii) Shift Workers - Twenty minutes shall be allowed each shift for crib which shall be counted as time worked.

### **6. Shift Work Allowances for Shift Workers**

- (i) Subject as in the award otherwise provided, shift workers shall be paid, in addition to the rates payable under this award, shift work allowances as follows:
  - (a) Shift workers whilst working rotating shifts with regular weekly changes - at the rate per 38-hour week as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in respect of all shifts worked.

Provided that each such rotating shift worker, so engaged under a roster system which does not provide for at least one-third of their working time in the full cycle of the roster being on day shift, shall be paid an additional amount as set out in the said Item 3 in respect of each of any number of afternoon and/or night shifts more than two-thirds of their working time in the roster worked by the employee.

Provided further that working time on day shift shall, if necessary, include shifts rostered off on day shift not exceeding an average over the full cycle of the roster of one per 38-hour week.

- (b) Shift workers whilst working shift work which involves regular weekly changes as follows:
1. day shift, night shift;
  2. day shift, afternoon shift;
  3. day shift, day shift, afternoon shift;
  4. day shift, day shift, night shift;
  5. junior shift workers when working under any of the shift systems set out in (1) to (5) above, shall be paid as set out in Item 4 of the said Table 2.
- (c) Adult shift workers whilst working shift work on shift systems as follows:
1. night shift, afternoon shift;
  2. night shift only;
  3. afternoon shift only, shall be paid as set out in Item 5 of Table 2.
- (d) Shift workers who work any afternoon or night shift other than under the shift systems set out in paragraphs (a), (b) and (c) of this subclause, and are not paid in respect of any day shift worked shall be paid per shift at the rate as set out in Item 6 of Table 2 for each afternoon or night shift worked.
- (ii) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.

### **7. Saturday Rates for Shift Workers**

Shift workers for their ordinary shift of eight hours performed on Saturday shall be paid at the rate of time and one-half.

### **8. Night Work for Day Workers and Day Shift Workers**

- (i) Subject to clause 17, Maximum Payment, but otherwise notwithstanding anything contained herein:
- (a) a day worker who is required in lieu of ordinary day work; or
  - (b) a day shift worker who is required in lieu of a day shift on which they would ordinarily be rostered, to work at night for periods of not less than eight hours on less than five consecutive nights or on less than four consecutive nights when the fifth night is their 38-hour week rostered off night, shall be paid at the rate of time and one-half of the ordinary rate of pay under clause 2, Rates of Pay, except -
  - (c) on Saturdays, Sundays, 38-hour week rostered off days and holidays; and
  - (d) in respect of any night in respect of which he/she has not been given at least 48 hours notice, when they shall be paid at overtime rates for day workers. No shift allowance is payable in respect of night work under this clause.

- (ii) In this clause, "night" means any hours between 4.00 p.m. and 8.00a.m., and "day shift worker" means a shift worker employed on a shift system involving day shift only.

### **9. Transfer of Day Workers from Day Work to Shift Work**

Day workers may be employed as and become shift workers for a period of not less than five shifts or not less than four shifts when the fifth shift is their 38-hour week rostered off shift, and paid accordingly.

Provided that an employee shall be paid at overtime rates for any shift upon which they are employed as a shift worker under this clause in respect of which they have not been given at least 48 hours notice.

### **10. Transfer of Shift Workers**

A shift worker who is required to work on a shift other than the shift on which they would ordinarily be rostered shall be paid at overtime rates for any such shift in respect of which they have not been given at least 48 hours notice. This provision shall not apply when the employee reverts to the shift on which they would ordinarily have been rostered.

### **11. Overtime**

- (i) Day Workers - Day workers for all time worked in excess of or outside the ordinary working hours and times prescribed by this award shall be paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- (ii) Shift Workers - Shift workers for all time worked -
- (a) in excess of the ordinary working shift hours prescribed by this award; or
  - (b) on more than 11 shifts in 12 consecutive days; or
  - (c) on a rostered shift off; or
  - (d) in excess of five and one-half hours without a crib break, shall be paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter. This subclause shall not apply when the time is worked:
    - 1. by arrangement between the employees themselves; or
    - 2. for the purpose of effecting the customary rotation of shifts.
- (iii) General -
- (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least eight consecutive hours off duty between those times shall, subject to this subclause, be released after the completion of such overtime until they have had eight consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

If, on the instruction of the Company, such an employee resumes or continues working without having had such eight consecutive hours off duty they shall be paid at double rates until they are released from duty for such period and they then shall be entitled to be absent until they have had eight consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

Where, immediately after taking an eight-hour rest period pursuant to this subclause, an employee is required to report for work at other than their ordinary day or shift commencing time and reasonable means of transport are not available to them, the Company shall convey them or supply them with conveyance to the works.

- (b) A day worker, required to work on a Saturday, Sunday, a 38- hour week rostered day off or a holiday, or a Monday-to- Saturday shift worker required to work on a Sunday, a 38- hour week rostered day off or a holiday, shall be paid for a minimum of four hours work. Provided that an employee recalled from their home to work overtime shall be paid for a minimum of four hours work. Where the actual time worked is of shorter duration than the applicable minimum specified in this paragraph, the working period shall not be regarded as overtime for the purpose of paragraph (a) of this subclause.
- (c) An employee required to continue at work on overtime for more than one and a half hours after their ordinary ceasing time without having been notified before leaving their work on the previous day that they would be required to work overtime shall, at the employee's option:
1. be provided, free of cost, with a suitable meal and another meal for each subsequent meal break into which the work extends; or
  2. be paid the amount as set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for each meal.
- (d) If an employee, pursuant to notice, has provided a meal and is not required to work overtime or is required to work for less than one and a half hours they shall be recompensed suitably for the meal which they have provided but which is surplus.
- (e) Where an employee working overtime finishes work at a time when reasonable means of transport are not available to them, the Company shall:
1. within a reasonable time convey them or supply them with conveyance to
    - (A) a reasonable distance from their home; or
    - (B) a place to which he/she usually travels by public conveyance when returning home from work; or
    - (C) a place from which they can, within a reasonable time, obtain public conveyance to a reasonable distance from their home or the place to which they usually travel by public conveyance when returning home from work; or
  2. pay them their current rate of pay for the time reasonably occupied in reaching their home.
- (f) An employee who is recalled from their home to work overtime shall, at the employee's option -
1. be provided, free of cost, with a suitable meal for each normal meal break falling during the overtime for which they were called out; or
  2. be paid the amount as set out in the said Item 7 of Table 2 for each such meal.
- (iv) For the purposes of this clause a recall from home to work overtime takes place when an employee is notified at home of the requirement to return to work.

## 12. Payment for Training

Notwithstanding the provisions of clause 11, Overtime, approved attendance at authorised training courses will be paid as set out below:

- (a) During Ordinary Working Hours - No deduction from the ordinary weekly wage (award and bonus) for the absence due to time spent in tuition, travelling or examination.
- (b) Outside Ordinary Working Time - Single-time payment of ordinary wage rate (award and bonus but excluding shift penalties, overtime, etc.) will apply to time spent in tuition or examination only.

Payment will not be made to an employee for additional training time which is authorised for reasons such as repeating previously authorised training.

### **13. Requirement to Work in Accordance With the Needs of the Industry**

- (i) For the purpose of meeting the needs of the industry the Company may require an employee to work reasonable overtime, including work on a Sunday and a holiday, at the rates prescribed by this award, and, unless reasonable excuse exists, the employee shall work in accordance with such requirement.
- (ii) Subject to clause 9, Transfer of Day Workers from Day Work to Shift Work, and clause 10, Transfer of Shift Workers, for the purpose of meeting the needs of the industry the Company may require an employee to transfer from one system of work to another system of work, prescribed by this award, at the rate applicable thereto and, unless reasonable excuse exists, the employee shall transfer in accordance with such requirement.

### **14. Holidays**

- (i) The days on which New Year's Day, Australia Day, Good Friday, the Saturday following Good Friday, Easter Monday, Anzac Day, the local Eight-hour Day, Queen's Birthday, Christmas Day and Boxing Day are observed and special days appointed by proclamation as public holidays for the State shall be holidays and day workers and Monday-to-Saturday shift workers not required to work on a holiday shall be paid for the holiday at the ordinary rates of pay under clause 2, Rates of Pay, and at an extra rate calculated in accordance with subclause (iii).
- (ii) This provision for payment does not apply to:
  - (a) employees whose rostered shift off falls on a holiday (subject to the provisions of paragraph (b) of subclause (ii) of clause 22, Days Added to Annual Leave and Long Service Leave);
  - (b) employees absent without leave or reasonable excuse on the working day preceding or the working day succeeding a holiday.
- (iii) The extra rate referred to in subclause (i) of this clause shall be -
  - (a) in the case of an employee who receives a bonus under a bonus setting which is calculated by reference to the work performed by more than one employee, either the average bonus payable to employees of the same classification under that setting for each ordinary shift or ordinary day worked by those employees during the last bonus period preceding the holiday, or the average bonus payable to the employee for each ordinary shift or ordinary day worked by them during the last bonus period preceding the holiday; or
  - (b) in the case of an employee who receives a bonus which is calculated solely by reference to their work performance, the average bonus payable for each ordinary shift or ordinary day worked by them in the last preceding bonus period.
- (iv) In addition to the public holidays prescribed in subclause (i) of this clause, one additional public holiday shall, as from 1 January 1977, apply to an employee on weekly hire on a day mutually agreed between the parties or, failing agreement, as determined by the Industrial Relations Commission of New South Wales.

### **15. Sunday and Holiday Rates**

Employees shall be paid at the rate of double time for all work on Sundays and at the rate of double time and a half for all work done on the holidays prescribed by this award.

### **16. Shift Workers - Sundays and Holidays as Ordinary Working Days**

No working period shall include Sundays and holidays as ordinary working days except for the following shift workers:

- (i) firepersons;
- (ii) watchpersons, change house and first-aid attendants.

### **17. Maximum Payment**

- (i) Shift allowances and special rates shall not be subject to any premium or penalty additions.
- (ii) All rates prescribed by this award shall not exceed double the rates prescribed by clause 2, Rates of Pay, or of clause 3, Leading Hands, provided that this subclause shall not apply to any excess due to payments under clause 6, Shift Work Allowances for Shift Workers, or clause 15, Sunday and Holiday Rates (in respect of work done on holidays).

### **18. Employees Presenting Themselves for Work and Not Required**

Subject to the provisions of clause 26, Contract of Employment, employees who present themselves for their ordinary work without notice that they will not be required shall be paid at least four hours' pay.

### **19. Junior Labour Unapprenticed**

- (i) Junior labour may be employed at work suitable for juniors according to their age.
- (ii) In cases where a junior is capable of performing and does work which ordinarily is not regarded as suitable for a person under the age of 21 years they shall be paid the adult rate whilst so engaged.
- (iii) No youth under the age of 18 years may be required to work overtime unless they are willing to do so.
- (iv) Every unapprenticed junior shall give at least a fortnight's notice of their change of year of age.

### **20. Sick Pay**

- (i) An employee who is unable to attend for duty during their ordinary working hours by reason of personal illness or personal incapacity not due to their own serious and wilful misconduct shall be entitled to be paid at ordinary-time rates of pay and, in addition, the extra payment prescribed in subclause (vi) of this clause for the time of such non-attendance, subject to the following:
  - (a) They shall not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation.
  - (b) They shall, within 24 hours of the commencement of such absence, inform the Company of their inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of the same
  - (c) They shall prove to the satisfaction of the Company or, in the event of a dispute, the Industrial Relations Commission of New South Wales that they are or were unable, on account of such illness or incapacity, to attend for duty on the day or days for which payment under this clause is claimed.
  - (d) They shall not be entitled, in respect of any year of continued employment, to sick pay for more than the number of ordinary working hours specified in paragraph (e) of this subclause. Any period of paid sick leave allowed by the Company to an employee in any such year shall be deducted from the period of sick leave which may be allowed or may be carried forward under this award in or in respect of the earliest year of employment for which the employee has an accumulated or accrued right.
  - (e) The number of ordinary working hours referred to in paragraph (d) above shall be:
    - 1. in the case of an employee with less than one year's continued employment - 40;

2. in the case of an employee with one or more year's continued employment but less than ten years' continued employment - 64;
  3. in the case of an employee with ten or more years' continued employment - 80.
- (ii)
- (a) The rights under this clause shall accumulate from year to year so long as the employment continues with the Company, whether under this or any other award, so that any part of the number of ordinary working hours specified in paragraph (e) of subclause (i) of this clause which has not been allowed in any year may be claimed by the employee and shall be allowed by the Company, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment. Any rights which accumulate pursuant to this subclause shall be available as follows -
    1. to any employee entering the employment of the Company on or after 1 January 1986 - for a period of 16 years, but for no longer, from the end of the year in which they accrued;
    2. to any employee who entered their current employment with the Company before 1 January 1986:
      - (A) during the period between 18 and 31 December 1985 - for a period of 14 years, but for no longer, from the end of the year in which they accrued;
      - (B) during the transition year - for a period of 15 years, but for no longer, from the end of the year in which they accrued;
      - (C) during the first year of employment immediately following the transition year - for a period of 16 years, but for no longer, from the end of the year in which they accrued.
  - (b) For the purposes of this subclause, "transition year" shall mean, in respect of an employee whose current employment with the Company commenced before 1 January 1986, the year of his/her employment which commenced during 1986.
- (iii) In the case of an employee who otherwise is entitled to a payment under this clause but who, at the time of the absence concerned, has not given three months continuous service in their current employment with the Company, the right to receive payment shall not arise until they have given such service.
- (iv) For the purpose of this clause, continuous service shall be deemed not to have been broken by:
- (a) Any absence from work on leave granted by the Company; or
  - (b) any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee, provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- (v) Service before the date of the coming into force of this award shall be counted as service for the purpose of qualifying thereunder.
- (vi) Extra payment in subclause (i) means -
- (a) in the case of an employee who receives a bonus which is calculated by reference to the work performance of more than one employee, the bonus payment which would have been payable if they had attended for duty;
  - (b) in the case of an employee who receives a bonus which is calculated solely by reference to their work performance, the average bonus payable for each ordinary shift or ordinary day worked by them in the last preceding bonus period.

- (vii) In this clause "ordinary working hours" shall include working hours on shifts known as compulsory roster shifts, ring roster shifts or 21st shifts, which are paid at overtime rates.

**20A. State Personal/Carer's Leave Case - August 1996**

- (i) Use of Sick Leave -

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in on clause 20, Sick Pay, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
1. the employee being responsible for the care of the person concerned; and
  2. the person concerned being:
    - (A) a spouse of the employee; or
    - (B) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (C) a child or an adult child (including an adopted child, a step- child, a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (E) a relative of the employee who is a member of the same household where, for the purpose of this subparagraph:
      - (i) "relative" means a person related by blood, marriage or affinity;
      - (ii) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
      - (iii) "household" means a family group living in the same domestic dwelling.
- (d) Any employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

- (ii) Unpaid Leave for Family Purpose -

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

- (iii) Annual Leave -
- (a) An employee may elect, with the consent of the employer and subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
  - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
  - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive days are taken.
- (iv) Time Off in Lieu of Payment for Overtime -
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
  - (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
  - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
  - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-up Time -
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
  - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
- (vi) Rostered Days Off -
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
  - (b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
  - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and the employee, or subject to reasonable notice by the employee or the employer.
  - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

## 20B. Anti Discrimination

1. It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identify and age.

2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
3. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
4. Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

## 21. Annual Leave

- (i) Day Workers and Monday-to-Saturday Shift Workers - See *Annual Holidays Act 1944*.
- (ii) Shift Workers under clause 16, Shift Workers - Sundays and Holidays as Ordinary Working Days:
  - (a) In addition to the benefits provided by Section 3 of the *Annual Holidays Act 1944* with regard to an annual holiday of four weeks, an employee who, during the year of their employment with the Company with respect to which they become entitled to the said annual holiday of four weeks, gives service to the Company as a seven-day shift worker under the said clause 16, shall be entitled to the additional leave as below specified:
    - (1) If during the year of their employment they have served the Company continuously as such seven-day shift worker, the additional leave with respect to that year shall be one week.
    - (2) Subject to subparagraph (4) of this paragraph, if during the year of their employment they have served for only portion of it as such seven-day shift worker, the additional leave shall be one day for every 33 ordinary shifts worked as a seven-day shift worker.
    - (3) Subject to subparagraph (4) of this paragraph, the employee shall be paid for such additional leave at the annual leave rate of pay for the number of ordinary hours of work for which such employee would have been rostered for duty during the period of additional leave had such employee not been on such additional leave.
    - (4) Where the additional leave calculated under this subclause is or includes a fraction of a day, such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
    - (5) In this clause, reference to one week and one day shall include holidays and non-working days.
  - (b) Where the employment of a worker has been terminated and they thereby become entitled under Section 4 of the *Annual Holidays Act 1944* to payment in lieu of an annual holiday with respect to a period of employment, they also shall be entitled to an additional payment for three and one-

half hours at the annual leave rate of pay with respect to each 21 shifts of service as such seven-day shift worker which they have rendered during such period of employment.

- (c) A seven-day shift worker under this subclause shall be paid at the appropriate rate for any "compulsory roster" shift, also known as a 21st shift, which they would have worked during their period of annual leave which became fully due on or after 23 September 1980, had they not been on annual leave.
- (iii) Monday-to-Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days - In addition to the benefits provided by Section 3 of the *Annual Holidays Act 1944*, with regard to an annual holiday of four weeks, an employee who, during the year of their employment with the Company with respect to which they become entitled to the said annual holiday of four weeks, gives service to the Company as a Monday-to-Saturday shift worker who is regularly rostered for duty on Saturdays as ordinary working days, shall be entitled to the additional leave as hereunder specified:
- (a) For every 13 Saturdays upon which the employee worked an ordinary shift as a Monday-to-Saturday shift worker who is rostered for duty on Saturdays as ordinary working days, the additional leave with respect to that year shall be one day.
- (b) Where the additional leave calculated under this subclause is or includes a fraction of a day, such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
- (iv) All employees - Annual Leave Loading -
- (a) In respect of a period of annual leave an employee shall be paid a loading of 20 per cent of whichever amount, to be calculated for the period of their annual leave, is the less of:
- (1) their ordinary pay pursuant to the *Annual Holidays Act 1944* and, where applicable, their annual leave rate of pay pursuant to this clause and clause 22, Days Added to Annual Leave and Long Service Leave; or
- (2) the sum of -
- (A) their award time work rate of pay for ordinary time at the commencement of their annual leave as prescribed by clauses 1, Basic Wage; 2, Rates of Pay; 3, Leading Hands, and
- (B) their rate of maximum all-purpose bonus payable at the commencement of their annual leave pursuant to the bonus setting applicable to them.
- Provided that an employee who would have worked on shift work had they not been on annual leave shall be paid whichever is the greater of the said loading, or the shift work allowances pursuant to clause 6, Shift Work Allowances for Shift Workers, and the weekend penalty rates pursuant to clause 7, Saturday Rates for Shift Workers, and (in respect of Sundays only) clause 15, Sunday and Holiday Rates, that would have been payable to them in respect of ordinary time during their period of annual leave had they not been on annual leave.
- (b) The loading prescribed by this subclause shall apply to payment in lieu of a fully due annual holiday on termination of employment, but shall not apply to proportionate annual holiday payment on termination of employment.

## **22. Days Added to Annual Leave and Long Service Leave**

- (i) In the case of an employee who was, at the commencement of their annual leave or long service leave, employed as a seven-day shift worker under clause 16, Shift Workers - Sundays and Holidays as Ordinary Working Days, one day shall be added to their annual leave period or long service leave

period, respectively, in respect of any holiday prescribed by this award which falls within the period of annual leave or long service leave to which they are entitled under this award.

- (ii) An employee who is rostered off duty on a day which is a holiday prescribed by this award and who is not required to work on that day, shall -
  - (a) have one day added to their annual leave period; or
  - (b) by mutual consent, be paid, in the pay for the period in which the holiday falls, for the holiday at the rate payable pursuant to subclause (i) of clause 14, Holidays.

This subclause shall not apply when the holiday falls -

- (1) on a Saturday or Sunday, except in the case of employees employed as seven-day shift workers under the said clause 16;
  - (2) on a Sunday in the case of employees employed as Monday-to-Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days.
- (iii) Any day or days added in the case of annual leave shall be paid for at the annual leave rate of pay and in the case of long service leave shall be paid for at the long service leave rate of pay.
- (iv) Any day or days added in accordance with subclauses (i) or (ii) of this clause shall be the working day or working days immediately following the period of annual leave or long service leave, respectively, to which the employee is entitled under clause 21, Annual Leave, or clause 23, Long Service Leave.
- (v) For the purpose of subclause (iv) of this clause, working days shall be -
  - (a) In the case of an employee who, at the commencement of their period of annual leave or long service leave, as the case may be, was employed as a day worker - any day of the week, including a day on which the employee concerned would have been rostered off duty if they were not on annual leave or long service leave, but excluding a Saturday, a Sunday or a holiday prescribed by this award,
  - (b) In the case of an employee who, at the commencement of their period of annual leave or long service leave, as the case may be, was employed as a Monday-to-Saturday shift worker - any day of the week, other than a Sunday or a holiday prescribed by this award, including a day on which the employee concerned would have been rostered off duty if they were not on annual leave or long service leave.
  - (c) In the case of an employee who, at the commencement of their period of annual leave or long service leave, as the case may be, was employed as a seven-day shift worker - any day of the week, including a day on which the employee concerned would have been rostered off duty if they were not on annual leave or long service leave.
- (vi) Where the employment of a worker has been terminated and they become entitled under Section 4 of the *Annual Holidays Act 1944* to payment in lieu of an annual holiday with respect to a period of employment, they also shall be entitled to an additional payment for each day accrued to them under subclause (ii) of this clause, at the annual leave rate of pay.
- (vii) An employee who is employed as a seven-day shift worker under the said clause 16 who -
  - (a) has a day added to their annual leave or long service leave pursuant to subclauses (i) and (ii) of this clause; and
  - (b) such a day falls on a holiday prescribed by clause 14, Holidays, on which the employee would have been rostered to work an ordinary shift were it not for their entitlement to an added day, shall be paid for such day, in addition to their entitlement under subclause (iii) of this clause, at the rate prescribed by subclause (i) of the said clause 14.

### 23. Long Service Leave

- (i) The terms of the *Long Service Leave Act 1955* shall apply except for the provisions prescribed below:
- (a) for all service after 1 July 2001, long service leave will accrue at the rate of 13 weeks for each 10 years of service.
  - (b) from 14th December 2001, pro-rata long service leave will be able to be accessed or will be paid out on resignation or termination of the employee, other than in circumstances of summary dismissal, after 5 years continuous service.
- (ii) The award rate (basic wage and margin) element of ordinary pay for long service leave shall be either -
- (a) that determined in accordance with the said Act; or
  - (b) that applicable to the employee at the commencement of their long service leave entitlement, whichever is the greater.
- (iii) Long service leave shall be paid at the employee's ordinary time earnings for the shift roster that the employee would have worked had it not been for the long service leave. This means whilst employees are on long service leave they will be paid their ordinary time rate of pay (award and over-award), shift & weekend penalties and compulsory rostered overtime (i.e. such rostered overtime which is currently recognised for the purposes of annual leave, sick leave, superannuation, etc). Payment will also include public holidays penalties provided that the employee would have been required to work the public holiday and the period of long service leave is not subject to added days for such public holiday (eg as provided under NSW LSL Act).
- To be eligible to be paid long service leave as per the shift roster, an employee must have been in a permanent shift position for a period of at least twelve months at the time of taking long service leave.
- (iv) Where payment is made in lieu of accrued long service leave, such as on termination of employment payment shall be at the employee's ordinary time rate of pay (i.e. excluding compulsory rostered overtime, shift and weekend penalty rates).
- (v) An employee shall be entitled to have all days which are prescribed as holidays by clause 14, Holidays, treated as days appointed by the Governor as public holidays for the purposes of the application to them of Section 4 (4A) of the *Long Service Leave Act 1955*.

### 24. Jury Service

An employee required to attend for jury service during their ordinary hours; or immediately following an ordinary night shift or immediately preceding an ordinary afternoon shift on which the employee is rostered to work and, as a result of attending jury service, is not reasonably able to report for work on the night shift or afternoon shift:

- (a) shall receive the actual wage that they would have received had they worked their normal shift/s. Employees on jury service who are not empanelled and dismissed for the rest of the day must report for work.
- (b) An employee summoned for jury duty shall notify the Company as soon as possible of the date upon which they are required to attend and shall keep the Company informed of the likely duration of their attendance.

### 25. Compassionate Leave

An employee shall, on production of acceptable proof of the death of a close relative, be entitled to compassionate leave without deduction from ordinary wages for a period of up to three (3) days, as is reasonable in the circumstances. A period of up to 5 days may be approved where interstate travel is required.

Approval of compassionate leave is the responsibility of the Mill Manager, who will use discretion depending upon the circumstances.

Compassionate leave may be taken in conjunction with other leave available under sub-clauses (ii), (iii), (iv), (v) and (vi) of clause 23A, Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

Compassionate leave will not be granted if the period of leave coincides with any other period of paid leave. In addition to their ordinary-time work rate of pay, the employee shall be paid the amount of bonus they would have otherwise received during ordinary working hours.

## 26. Contract of Employment

- (i) Subject as provided for elsewhere in this award, employment shall be on a weekly basis.
- (ii) Employment of employees on probation for the first 13 weeks of service shall be from day to day at the weekly rate fixed, determinable at a day's notice. This probationary period shall not apply where employment follows a period of engagement as defined in clause 39, Supplementary Labour - Rates of Pay.
- (iii) Employees shall perform such work as the Company reasonably shall, from time to time, require and an employee not attending for or not performing their duty shall, except as provided for by clause 20, Sick Pay, lose their pay for the actual time of such non-attendance or non-performance.
- (iv) Subject as aforesaid, employment shall be terminated by a week's notice on either side, given at any time during the week, or by the payment or forfeiture of a week's wages, as the case may be. Where an employee has given notice or has been given notice by the Company, they shall, upon request, be granted leave of absence without pay for one day or shift during the period of notice in order to look for alternative employment.
- (v) Notwithstanding the provisions of this clause, the Company shall have the right to stand an employee down for refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee and to deduct payment for any day or portion of a day during which the employee is so stood down, provided that -
  - (a) No employee shall be stood down before an adequate investigation of the circumstances of the alleged offence has been made or, except in the case of a group standing down, before they have had an opportunity to state their case and to adduce witnesses to the facts.
  - (b) Where a superintendent is on duty in the department to which the employee is attached, any decision as to the standing down of the employee shall be made by the superintendent.
  - (c) Where no superintendent is on duty in the department, a supervisor may stand an employee down for a period not exceeding the balance of his/her shift where the employee refuses duty or where the supervisor reasonably is of the opinion that the continued presence of the employee on the plant would be likely to -
    - 1. constitute a hazard either to the employee or to other employees or to plant and equipment; or
    - 2. interfere with the normal and orderly functioning of the Company's operations; or
    - 3. be prejudicial to discipline.
  - (d) Where a supervisor stands an employee down they shall arrange for the employee to be interviewed by the superintendent not later than the commencement of the employee's next rostered shift of duty or at such other time as may be arranged mutually and the superintendent, after reviewing the case, shall inform the employee of their decision on the matter.

- (e) An employee shall be entitled to appeal to the Industrial Department against any decision of a superintendent but the superintendent's decision shall take effect pending the determination of the appeal.
  - (f) Where an employee is working in a department other than the department to which they are attached, the employee may be stood down in accordance with the provisions of this subclause by the appropriate supervisor in the department in which they are working, in lieu of the appropriate supervisor of the department to which they are attached.
  - (g) "Superintendent" shall include -
    - 1. any officer with authority higher than that of a superintendent;
    - 2. any officer acting as a superintendent's deputy in the absence of a superintendent;
    - 3. in a department where there is no officer with the title of superintendent, the supervisor who is in charge and, in their absence, their deputy.
  - (h) "Department" shall include a department so called and any other separately administered section of the plant.
  - (i) Group standing down shall mean the standing down, under this clause, of a group of not less than four employees who have refused duty or who have committed misconduct whilst acting in concert.
- (vi) This clause shall not affect the right of the Company to deduct payment for any day during which the employee cannot be employed usefully because of any strike or through any breakdown of machinery or due to any cause for which the Company reasonably cannot be held responsible.
- (vii) This clause shall not affect the right of the Company to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and in such cases wages shall be payable up to the time of dismissal only, provided that -
- (a) No employee shall be dismissed without notice before an adequate investigation of the circumstances of the alleged offence has been made.
  - (b) Any decision as to the dismissal of an employee without notice shall be made by the superintendent of the department to which the employee is attached.
  - (c) When a superintendent decides to dismiss an employee without notice the superintendent shall so tell the employee and give the employee the reasons for the dismissal without notice.
  - (d) If, immediately following a dismissal without notice, the dismissed employee or their delegate tells the superintendent that the dismissal will be contested -
    - 1. the dismissal shall take effect seven calendar days from the time that the employee was told of their dismissal; and
    - 2. during these seven calendar days, notwithstanding the provisions of subclause (v) of this clause, the employee shall be stood down without pay.
  - (e) The words "superintendent" and "department" shall have the same meaning as in subclause (v) of this clause.

## 27. Automation

- (i) Notwithstanding the provisions of clause 26, Contract of Employment, where, on account of the introduction or proposed introduction by the Company of mechanisation or technological changes in the industry covered by this award, the Company proposes to terminate the employment of an employee

who has been employed by it for the preceding 12 months, it shall give the employee three months' notice of the termination of their employment; provided that, if the employment of such employee is terminated on that account and the Company fails to give such notice in full -

- (a) The Company shall pay the employee at the ordinary rate of pay for the employee's classification in clause 2, Rates of Pay, for a period equal to the difference between three months and the period of the notice given.
  - (b) The period of notice required by this clause to be given shall be deemed to be service with the Company for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of those Acts, and provided further that the right of the Company to dismiss an employee for the reasons specified in clause 26, Contract of Employment, shall not be prejudiced by the fact that the employee has been given notice, pursuant to this clause, of the termination of their employment.
- (ii) Where the Company proposes to introduce into the industry covered by this award mechanisation or technological changes which will result in one or more employees becoming redundant, the Company shall give notifications in accordance with this subclause at least six months before the introduction of such mechanisation or technological changes, and if it is not practicable for the Company to give such notifications at least six months before such introduction, then the Company shall give the notifications as early as it is practicable for the Company to give them.

The notifications to be given in accordance with this subclause are notifications in writing to the Industrial Registrar, the Director of the Vocational Guidance Bureau, the Director of Technical and Further Education and the State Secretaries of the relevant unions, of the number of employees who may become redundant on account of the introduction or proposed introduction of mechanisation or technological changes by the Company in the industry covered by this award, and of their occupation and of the approximate date when their employment is likely to terminate on account of such introduction.

## 28. Redundancy

### 1. Purpose

These arrangements are designed to provide employees with fair and reasonable benefits in the event of redundancy.

### 2. Definitions

In this clause:

"weeks pay" means the employees weekly ordinary time rate of pay including award rate, over award rate and all-purpose allowances but excluding shift allowances, weekend penalties and overtime.

"continuous service" means unbroken service under a contract of employment of indefinite duration and excludes periods of unpaid leave of absence including unpaid parental leave.

"redundancy" means the employer has made a decision that the employer no longer wishes the job an employee has been doing done by anyone, and this is not due to the ordinary and customary turnover of labour; and that decision results in the termination of employment.

"employee" means an employee engaged under a contract of employment of indefinite duration and excludes casuals, fixed term employees and employees engaged under a training contract (such as apprentices and trainees).

3. Notice

In the event of forced redundancy, the employee will be provided a minimum of 4 weeks notice of termination (or 5 weeks if the employee is 45 years or older with 2 or more years continuous service) or payment in lieu of notice.

In the event of voluntary redundancy, the period of notice shall be on an agreed basis, but not exceeding 3 months, and there shall be no payment in lieu of notice.

4. Redundancy Benefit

Subject to the terms of this clause, employees terminating by reason of redundancy will be paid a redundancy benefit on termination of 4 weeks pay per year of continuous service (pro-rata for part years) provided that:

the minimum benefit is 8 weeks

the maximum benefit is 104 weeks

The above minimum and maximum redundancy benefits do not include any notice due or paid under 3 above.

These redundancy arrangements will come into effect from the 14th December 2001, subject to the following conditions:

- (a) Employees who as of 1 October 2001 had attained 36 years or more continuous service who leave the Company by cause of redundancy shall, in addition to the redundancy benefit above, be paid an ex gratia redundancy benefit of 2.5 weeks at the employee's weekly ordinary time rate of pay for each year of service in excess of 36 years (pro-rata for part years).
- (b) Permanent employee who as at 1 October 2001 had at least 6 months but less than 9.3 years continuous service who leave the Company by cause of redundancy shall be paid a redundancy benefit of 14 weeks pay plus 2.5 weeks pay per year of service. This benefit will be lieu of the redundancy benefit above.
- (c) Where a decision is made to effect redundancies, discussions will be held between the Company and respective unions as to the selection of an appropriate outplacement provider to assist terminating employees. Such assistance may include resume writing, interview skills, job search and financial counselling. Should agreement not be reached, the Company's nominated provider/s will be utilised.

5. General exclusions

- (a) Nothing in this clause shall be read as:

requiring the employer to extend a redundancy benefit to an employee where the employer offers the employee acceptable alternative employment (including alternative employment with rate retention arrangements as elsewhere provided for under this award/agreement)

giving rise to an entitlement to a voluntary redundancy benefit in the absence of a formal offer by the employer

- (b) Redundancy benefit will not be paid in event of:

termination due to succession, assignment or transmission of business where the new employer offers the employee acceptable alternative employment with continuity of service; or,

where the employer otherwise obtains an offer of acceptable alternative employment for an employee.

### 29. Retention of Rates

- (i) Where after 11th November 2003, as a result of the rationalisation of the Company's operations, the introduction of technological change, changes in work practices or market change, an employee is appointed to a classification or classifications which receive a lower ordinary time rate of pay (including all purpose components e.g. leading hand allowance) than did their classification immediately prior to the appointment or the first appointment ("the previous classification"):
  - (a) The employee shall retain the ordinary time rate of pay (sum of components) applicable to the previous classification, subject to the following adjustments:
    - (b) in the first and second years after the date of their appointment, all changes in the ordinary time rate of pay applicable to the previous classification;
    - (c) in the third to the fifth years after the date of appointment, half of any changes in the ordinary time rate of pay applicable to the previous classification;
    - (d) thereafter, no further adjustments.
- (ii) Where on 11th November 2003 an employee is in receipt of retained rates:
  - (a) the components of the retained rate will be converted to a total rate (sum of the components),
  - (b) an employees with less than 2 years on retention will be administered as per (i) above (eg. If they have been on retention for 1 year, they will have a further 1 year on full increases before moving to half increases for years 3 to 5).
  - (c) Those already on retention for in excess of 2 years will commence 3 years of half increases from 11th November 2003.
- (iii) Provided that in (i) and (ii) when the ordinary time rate of pay of the employee's new classification exceeds the ordinary time rate of pay they then receive, they shall thereafter receive payment of the ordinary time rate of pay applicable to their new classification.
- (iv) Employees accepting retention of rate do so on the basis that they commit to undertaking training in their new classification structure. Employees are expected to train to the limit of their ability under the new classification structure. Should an employee elect not to retrain their rate will be reduced to the rate applicable to their assessed level.

### 30. Definitions

- (i) Day workers are employees other than shift workers and include employees on night work within clause 8, Night Work for Day Workers and Day Shift Workers.
- (ii) Shift workers are employees working on a one-, two- or three-shift system.
- (iii) Monday-to-Saturday shift workers are shift workers whose ordinary working hours are worked between Monday and Saturday.
- (iv) The method of working shift work and the time of commencement and finishing each shift in any department or section of a department may be varied by agreement between the Company and the majority of employees in that department or section of the department.

- (v) Annual leave rate of pay means -
- (a) In the case of -
1. annual leave under clause 21, Annual Leave, and days added to the period of annual leave under clause 22, Days Added to Annual Leave and Long Service Leave, taken by an employee immediately before or after leave under the *Annual Holidays Act 1944*;
  2. payment in respect of annual leave or days added to the period of annual leave being made to an employee under the said clauses 21 and 22 upon the termination of the employment of an employee at the same time as payment is being made under the *Annual Holidays Act 1944* in respect of such termination, the ordinary pay of the employee calculated in accordance with the said Act for the leave taken or payment made under the Act.
- (b) In the case of annual leave under the said clause 21 and days added to the period of annual leave under the said clause 22 being taken otherwise than immediately before or after leave under the said Act, the ordinary pay of the employee calculated in accordance with the said Act, as if such leave had been taken under the Act.

### 31. Time and Payment of Wages

- (i) All wages shall be paid fortnightly by direct deposit into each employee's bank (or other recognised financial institution) account.
- (ii) The provisions of subclause (i) of this clause shall not have application in circumstances where it is not reasonably practicable for the Company to comply with its obligations thereunder on account of causes for which it cannot reasonably be held responsible. Proof of the existence of such circumstances shall lie upon the Company. In such circumstances the Company shall pay wages as soon as reasonably practicable for it to do so.

### 32. Union Delegates

- (i) Recognition

The Company shall give recognition to an employee who is the delegate representing the employees in a shop or department where they are employed and they shall be allowed the necessary time, during working hours, to interview the Company or its representative in case of a dispute affecting the employees in their shop or department; provided that the Company shall not be bound to give recognition as delegate to an employee in respect of whom a written notification has been received from the union concerned that the union does not recognise such employee as a delegate.

The Company shall, upon request, provide each recognised delegate with a suitable locker for the purpose of storing relevant union material at the workplace.

- (ii) Training

- (a) Recognised delegates may be granted up to three (3) days per annum trade union training leaving without loss of ordinary pay (excluding overtime). Such leave may accrue to a maximum of five (5) days. Reasonable requests for additional days may be authorised by the Company subject to meeting operational needs.
- (b) The taking of such leave will be for the purposes of attending formal trade union training courses.
- (c) The unions will provide to the employer reasonable notice in writing of the need for such training.
- (d) As far as practicable, such leave should be organised so as to minimise the need for the employer to replace the delegate by the working of overtime and to allow the delegate to be released within

ordinary time. It is recognised that the employer and delegates may need to demonstrate flexibility in the rostering of shifts to allow this to occur.

- (e) Where issues arise as to the application of this clause, discussions will be held, consistent with local consultative arrangements and the dispute settlement procedure under this Award, with a view to resolving the issue prior to the commencement of the training.

### **33. Payroll Deduction of Union Dues**

The Company will, on the written authority of the employee, make regular deductions of union dues and disburse them to the respective unions party to this award/agreement.

### **34. Safety Glasses, Hearing Protection, Hard Hats and Gloves**

- (i) The Company shall supply and the employee shall wear safety glasses, hearing protection and hard hats when engaged in any work which, in the opinion of the Company, but subject to review by the Industrial Relations Commission of New South Wales, necessitates the use of glasses, ear muffs and hard hats for the purpose of protection.
- (ii) All employees shall be supplied with gloves, free of cost, where reasonably necessary.

### **35. Return of Company's Property**

Should any employee on leaving the Company's service fail to return any of the Company's property, including safety glasses, ear muffs, gloves and other protective clothing, and tools, gauges, etc., the Company may deduct from their final wages the reasonable value of the article.

### **36. Procedure for Resolving Claims, Issues and Disputes**

- (i) Introduction -
  - (a) The parties intend that the level of direct action in the Company's operations, particularly strikes, be greatly reduced in order to provide a basis for a reduction of the ordinary weekly hours of work in the steel industry to 38 and to minimise contraction of the industry's operations.
  - (b) Where change proposals aimed at improved business performance are being discussed and where agreement cannot be reached, alternatives which meet the objectives will be considered and trailed to assess their effectiveness. Should agreement not be reached after trailing and assessment, the pre-existing arrangement will be reinstated and the matter progressed through this procedure.
  - (c) Subject to paragraph (b) of this subclause, whilst other general claims, issues or disputes are being resolved by this procedure, work will continue in accordance with immediate past practice.

However, if this results in the creation of a safety hazard or if the continued operation of major plant is threatened, then an interim method or operation will be agreed on which does not have these negative effects. Failing agreement, the supervisor's decision as to how work will proceed will be implemented, in the knowledge that the decision will require justification to the Grievance Committee.

Regardless of the arrangements under which work proceeds, it will be without prejudice to the final resolution.

The Grievance Committee will consist of the superintendent and/or supervisor; delegates agreed and employee(s) involved; the organiser, if required; the superintendent, Employee Relations and/or the Manager, Operations

- (d) Delegates will accept their obligations as laid down by the Industrial Relations Commission of New South Wales to do all in their power to ensure that work proceeds as normal. In the absence

of a delegate, representatives will undertake to accept these obligations, or call in a delegate from another department.

- (e) Where rank and file meetings are held, appropriate management representatives will be invited to personally address the meetings or, alternatively, have presented to the meeting a written statement representing the Manager's position.
  - (f) Work group issues and disputes will be discussed and resolved via the available consultative procedure; broader or plant-wide issues will be referred to the appropriate group, eg, delegates, sub-branch, etc., to allow resolution to be achieved within the relevant work group or work groups in the first instance.
- (ii) Procedure - To enable claims, issues and disputes to be progressed while work proceeds normally, the following procedure will apply:

- (a) Step 1 - The details of the dispute or claim will be presented to the supervisor.

If the supervisor's immediate response is unacceptable or if there is a need to further investigate the situation or to refer it to a senior officer, an Industrial Incident Report (I.I.R.) will be prepared, which will include the employee's version of the dispute.

It will be the supervisor's obligation to provide a response to the issue as soon as possible. If a response is not given by the end of the supervisor's next ordinary shift they will give a progress report, which will include an undertaking as to the time by which a response will be given.

The response will be via the I.I.R. and will contain the superintendent's and Manager's views where appropriate. If the delegate or representative is not in receipt of a reply by the end of the next shift, or by the agreed time, they will seek one from the supervisor. Note that a copy of the I.I.R. will be sent to the Human Resources Department for their input.

If the Human Resources Department's comments or actions are required, the I.I.R. is to be marked "Input Required".

- (b) Step 2 - If the response provided by way of the I.I.R. is not acceptable, the aggrieved employee and/or delegate may seek discussion with the superintendent. Alternatively, the appropriate Grievance Committee will be convened, with the aim of resolving the dispute to the satisfaction of all of the parties. This will be done by discussion or a series of discussions where all of the circumstances can be reviewed by union and management representatives.
- (c) Step 3 - If resolution cannot be reached, then management and/or the unions will refer the matter to the Industrial Relations Commission.

Fast Track to Contain Imminent Strike Action - Under normal circumstances the above procedure will apply. However, if the delegate judges that the feeling of the rank and file is such that an industrial action is imminent, they will seek quick resolution by contacting in turn the union official or sub-branch official; the superintendent, Employee Relations; or the Operation superintendents/supervisors, or the Manager, Operations.

- (iv) Review of Procedure - In the event of the failure of the procedure to prevent stoppage of work occurring, the Grievance Committee will be convened to examine the reasons that the procedure failed as a prelude to the discussion of the issue.

### **37. Enterprise Arrangements and Award Changes**

- (i) Consideration may be given to changes in award provisions and to the bringing into existence of enterprise arrangements through the established consultative mechanisms at the Company's works.

- (iii) Enterprises shall have a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

### **38. Performance Recognition Payment Scheme**

The Performance Recognition Payments Scheme appended (Appendix 1) to this Award is given effect.

### **39. Supplementary Labour - Rates of Pay**

Where supplementary labour is engaged payment will be based on the appropriate classification rate of pay otherwise payable to an employee under this Award.

In this clause, "supplementary labour" is labour sourced through labour hire firms to fill temporary vacancies or to top up the existing full time labour force (e.g. to cover seasonal or peak work loads) but excludes labour engaged under service contracts and other contractual arrangements (eg. maintenance contracts, capital contracts, etc).

So as to remove doubt, this clause is binding only on the Company, unions and employees party to this Award and does not extend this Award to other employers or their employees engaged as supplementary labour.

### **40. Transition Arrangements for Retiring Shift Workers**

The parties agree to providing support in terms of shift, financial and lifestyle planning for those employees who nominate their retirement in advance. These arrangements will be managed on an individual basis. The aim of this clause is to provide a smooth transfer from work into retirement for long serving employees (typically having served on shift work greater than 10 years). Such transitions would not normally exceed a period of 12 months and will be subject the capacity of the business to reasonably accommodate the needs of the employee. For example, shift workers who nominate their retirement date in advance the following could apply:

staged moderation of duties;

lifestyle planning / training; and/or,

movement to day shift at the employee's request.

### **41. Flexible Remuneration**

- (i) In this clause, "Plan" means the terms under which flexible remuneration benefits may be offered by the company at its absolute discretion from time to time to employees by way of a sacrifice of wages payable under this award. Without limitation, the benefits may include, for example, superannuation contributions and employee share plans.
- (ii) Despite the provisions of this award an employee may elect:
- (a) to receive the benefits of any Plan offered by the company; and
  - (b) to reduce wages otherwise due under this award by the amount required under the plan for the benefits received by the employee under the Plan.
- (iii) Any election by an employee under sub-clause (ii) must be in the form prescribed by the Company from time to time.
- (iv) Where an employee has made an election under sub-clause (ii), the wages payable under this award will be reduced by such amount as prescribed from time to time under the relevant Plan.
- (v) The reduced wages and the contributions under the Plan will apply for periods of annual leave, long service leave and other periods of paid leave.

- (vi) The company or an employee may only terminate or vary an election under sub-clause (ii) in accordance with the terms applicable to the relevant Plan.
- (vii) Other than as already provided for under any Plan, the company at its discretion may terminate the provision of benefits under a Plan or amend the terms applicable to a Plan. The company will give one month's notice of such a termination or amendment.
- (viii) The Company shall not use any superannuation contribution made in accordance with an employee's election to meet its minimum employer obligation under the *Superannuation Guarantee (Administration) Act 1992* or any legislation which succeeds or replaces it.
- (ix) The provisions of this clause have been agreed to by the parties with the intent of facilitation flexible remuneration benefits for employees covered by this award. To remove any doubt, this clause is not intended to:
  - (a) provide substantive industrial regulation of any benefit included in a Plan; and
  - (b) be used as a precedent in relation to any claim for the industrial regulation of any benefit included in a Plan, including, for example superannuation contributions and employee share plans."

#### 42. Parental Leave

The parental leave provisions set out in Division 1 of Part 4 of Chapter 2 of the Act shall apply in conjunction with the provision for paid parental leave set out below.

##### 1. Eligibility

- (a) An employee who has completed at least 12 months continuous service with the employer (on a full-time or part-time basis) is entitled to paid parental leave in accordance with this clause.
- (b) A casual employee is entitled to paid parental leave if they have worked for the employer on a regular and systemic basis for more than 12 months and have a reasonable expectation of on-going employment on that basis.

##### 2. Entitlement

- (a) An employee is entitled to paid parental leave as follows:
  - (i) maternity leave - six (6) weeks paid leave immediately after the child's birth and, for employees with at least 24 months continuous service, an additional six (6) weeks.
  - (ii) paternity leave - one (1) week paid leave around the time of birth
  - (iii) adoption leave - six (6) weeks paid leave at the time of placement if the employee is the primary carer and, for employees with at least 24 months continuous service, an additional six (6) weeks.
- (b) Any period of paid parental leave arising from this clause will be deducted from the period of unpaid parental leave to which the employee is entitled arising from legislation or industrial award.
- (c) The entitlement to parental leave is not extended for multiple births.
- (d) Parental leave is paid at the employee's weekly ordinary time rate of pay for the period of the leave (as per sick leave).
- (e) Employees taking maternity or adoption leave may elect to double the period of paid leave arising from paragraph a) above to be paid at 50% of the employee's weekly ordinary time rate of

pay. Provided that this extended period of paid leave falls within the period of unpaid parental leave to which the employee is entitled arising from legislation or industrial award.

3. Giving notice and applying for leave

- (a) To be eligible to claim paid parental leave, employees must comply with the requirements regarding advice to the employer normally associated with the taking of unpaid parental leave.
- (b) To claim paid paternity leave the employee must provide such reasonable proof as the employer may require.

4. Impact of paid parental leave on other entitlements

- (a) Paid parental leave shall be considered service for the purpose of service related entitlements (unpaid leave is not counted for such purposes).
- (b) The receipt of paid parental leave does not otherwise limit the employee's rights or obligations with respect to unpaid parental leave arising from legislation or industrial award.

5. Impact legislative paid parental leave on these entitlements

Leave is reserved to the Company to review these arrangements should the mooted national scheme of paid parental or maternity leave be introduced.

### **43. Wage Support for Extended Periods of Illness Or Injury**

1. Purpose

These arrangements are designed to provide employees of OneSteel with added financial security in the event of their being off work for an extended period due to non-works illness or injury.

2. Underpinning principles

- (a) Employees may reasonably expect continued financial support in the event of extended illness or injury
- (b) Employees are expected to provide for their own security by accessing reasonable levels of existing leave entitlements
- (c) The extension of financial support places obligations on the employee to cooperate with the reasonable requests of their employer
- (d) Fair & equal treatment of all employees
- (e) These arrangements are not intended to support "casual" absences or benefit employees with chronic poor attendance

3. Extended wage support - non-works injury or illness

- (a) Subject to the provisions of this clause, employees will receive financial support at the ordinary time rate of pay for the period of their incapacity, up to a maximum of twelve (12) months, in the event of their being unable to attend work continuously for greater than one (1) month due to personal illness or injury. Provided further that where an employee is a shiftworker and would have remained on shift but for their inability to attend work, such financial support will include additional payment of the ordinary shift and weekend penalties applicable to the employee's roster.
- (b) Employees will be required to exhaust all available sick leave accruals before accessing the support available under this clause.

Additionally, employees will be required to utilise:

any annual leave (including pro-rata accruals) in excess of 4 weeks; and,

any long service leave (including pro-rata accruals) in excess of 13 weeks

for a combined period of not more than 6 weeks before accessing the support available under this clause.

- (c) The period of extended wage support referred in a) above is in addition to existing sick leave entitlements and such annual leave or long service leave as may be taken under paragraph b) above.
- (d) Where the employee is entitled to benefits arising from personal injury insurance (eg motor vehicle CTP insurance, sporting injury insurance, etc), other than workers compensation, the wage support otherwise extended under this clause will be reduced by the amount of insurance benefit paid. Where such monies are paid by an insurer substantially after the absence, the employee is required to repay such monies to the employer. The employer may require the employee to authorise the employer to claim such monies direct from the insurer prior to receiving extended wage support.
- (e) Should circumstances arise where the employer believes that the conduct of the employee is such that the continued extension of wage support would be at odds with the principles outlined in 2. above, the employer may initiate a formal review in which the employee, and their union should they wish, are given the opportunity to respond to any allegations prior to the employer making a decision as to continuance or cessation of wage support. Any disputes that arise from the exercise of this facility will be progressed in accordance with the dispute settlement procedure.
- (f) Consideration may be given to further wage support beyond the 12 months referred to under paragraph a) above in circumstances where the agreed rehabilitation plan for the employee and medical opinion indicate that an immanent return to normal duties by the employee.

#### 4. Obligations of employees

- (a) Employees are required to provide all reasonable evidence requested by the employer as to the nature of their illness or injury including making themselves available for examination by medical practitioners/specialists nominated by the employer
- (b) Employees are required to actively participate in any reasonable rehabilitation or return to work plan required by the employer

#### 5. Exclusions - The above arrangements will not extend to the following:

- (a) Employees engaged on a casual or fixed term basis
- (b) Employees with less than 3 months continuous service
- (c) Absences covered by workers compensation or arising from works related injury or illness
- (d) Casual absences or absences of short duration
- (e) Injury or illness arising from the unlawful actions of the employee
- (f) Absences which would otherwise be covered by carers leave
- (g) Multiple periods of extended absences beyond those totalling 12 months in any 3 year period.
- (h) Employees enjoying similar support under discretionary sick leave arrangements

- (i) Absences resulting from alcohol, drug or substance abuse
  - (j) Absences resulting from high risk sporting or recreational activities generally precluded from personal accident insurance arrangements (such as competitive motor sport, sky diving, etc).
6. Other matters
- (a) Any disputes arising from the operation of this clause will be progressed in accordance with the dispute settlement procedures under the respective award/agreement.
  - (b) Nothing within these arrangements is to be taken to preclude termination of employment where the prognosis for the employee is that they will be unable to return to their normal employment, subject to the employee being afforded reasonable extended wage support so to allow them to resolve questions as to their financial security post-termination.

#### **44. Superannuation - Choice of Fund**

Employee and employer superannuation contributions will be paid into either the OneSteel Superannuation Fund (OSSF) or the Superannuation Trust of Australia (STA) at the direction of the employee. In the absence of an election from the employee the contributions will be directed to the default fund.

For the purposes of this clause the default fund will be:

for existing employees at 1 July 2005 the OSSF, and

for employees commencing employment with OneSteel after 1 July 2005 the STA.

#### **45. No Extra Claims Commitment**

It is a term of this award, arising from the OneSteel Manufacturing Wage Settlement 2005 (the Settlement), that the Unions undertake for the period to 31 August, 2008, not to raise any further claims, award or overaward (including claims arising from National or State wage cases), and acknowledge that this settlement deals comprehensively with rates of pay, conditions of employment and related matters.

There will be agreed scope to arbitrate, if necessary, unresolved issues about classification restructuring or work value claims.

Clauses (i) and (ii) do not limit the ability of the parties to perform the process outlined in clause 9.5 of the Settlement.

#### **46. Commitment to Ongoing Business Improvement**

It is acknowledged and agreed that the wages and conditions enjoyed by OneSteel employees, including the gains flowing through this Award, are only afforded by ongoing competitiveness in all areas of OneSteel's operations.

Employers, employees and unions party to this Settlement commit to co-operatively and expeditiously pursuing workplace change necessary for ensuring OneSteel meets its promise to customers and improving asset and labour productivity during the life of this settlement. Such change will occur consistent with the principles of fair treatment, consultation and competitive manufacturing.

It is agreed that these types of changes and flexibilities underpin the wage increases provided for in the Settlement.

#### **47. Area, Incidence and Duration**

- (i) This Award rescinds and replaces the OneSteel Wire Pty Ltd Newcastle Fence Post Plant Award published 13 February 2004 (Vol 343 IG 266) as varied.

- (ii) This Award shall apply to employees of OneSteel Wire Pty Ltd employed in the classifications set out in Table 1 - Wages, of Part B, Monetary Rates, at the Company's Fence Post Plant which is located in Newcastle at the Newcastle Wiremill.
- (iii) This Award shall apply to the employees covered by the Award to the exclusion of all other awards.
- (iv) This Award shall take effect from the beginning of the first pay period to commence on or after 1 September 2005 and shall expire on 31st August 2008 (the nominal term).
- (v) Discussions regarding a replacement settlement may commence 3 months prior to expiry of this settlement.

## PART B

### MONETARY RATES

**Table 1 - Wages (award margin plus basic wage)**

Column A - to apply from the first full pay period commencing on or after 1st September 2005.

Column B - to apply from the first full pay period commencing on or after 1st March, 2006.

Column C - to apply from the first full pay period commencing on or after 1st September, 2006.

Column D - to apply from the first full pay period commencing on or after 1st September, 2007.

Classification	A \$	B \$	C \$	D \$
Entry	565.60	571.30	594.20	618.00
Plant Servicer	608.50	614.60	639.20	664.80
Operator 1	608.50	614.60	639.20	664.80
Operator 2	636.20	642.60	668.30	695.00
Team Leader	688.30	695.20	723.00	751.90

**Table 2 - Other Rates and Allowances**

Column A - to apply from the first full pay period commencing on or after 1st September 2005.

Column B - to apply from the first full pay period commencing on or after 1st March, 2006.

Column C - to apply from the first full pay period commencing on or after 1st September, 2006.

Column D - to apply from the first full pay period commencing on or after 1st September, 2007.

Item No.	Clause No.	Brief Description	A \$	B \$	C \$	D \$
1	2(ii)	Juniors lifting weights 18 kgs or over	0.83		0.85	0.88
2	3	Leading Hands - If in charge of not more than 5 employees	22.20	22.40	23.30	24.20
		If in charge or more than 5 but not more than 15 employees	33.10	33.40	34.70	36.10
		If in charge of more than 15 employees	46.50	47.00	48.90	50.90
3	6(i)(a)	Shift work allowances for shift workers - Rotating shifts	67.20	67.90	70.60	73.40

		When working at least one- third of working time in the full cycle of the roster is not on day shift	44.80	45.20	47.00	48.90
4	(6)(i)(b)	Working shift work which involves regular weekly changes - Day shift, night shift	67.20	67.90	70.60	73.40
		Day shift, afternoon shift	57.20	57.80	60.10	62.50
		Day shift, day shift, afternoon shift	57.20	57.80	60.10	62.50
		Day shift, day shift, night shift	57.20	57.80	60.10	62.50
		Junior shift workers when working under any of the shift systems set out above	67.20	67.90	70.60	73.40
5	6(i)(c)	Working shift systems - Night shift, afternoon shift	89.40	90.30	93.90	97.70
		Night shift only	89.40	90.30	93.90	97.70
		Afternoon shift only	89.40	90.30	93.90	97.70
6	6(i)(d)	Work on any afternoon or night shift other than the shift systems in Items 3, 4 and 5 and are not paid in respect of any day shift	27.00	27.30	28.40	29.50
7	11(iii)(c) (2)	Meal allowance - overtime	9.70		Cpi	Cpi
	11(iii)(f) (2)	Meal allowance - recalled to work	9.70		Cpi	Cpi

## APPENDIX 1

### Onesteel Wire Pty Ltd - Newcastle Wiremill & Fence Post Plant Performance Recognition Payments Scheme

#### 1. Nature of Agreement and Parties to the Agreement -

This agreement between OneSteel Wire, Newcastle Wiremill and Fence Post Plant and the unions listed below ("the parties") provides for a system of quarterly business performance improvement recognition payments to employees.

The unions party to this agreement are:

The Australian Workers Union, New South Wales

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

The Electrical Trades Union of Australia, New South Wales Branch, and

The New South Wales Plumbers and Gasfitters Employees' Union.

#### 2. Purpose of the Agreement

The parties acknowledge that Newcastle Wiremill and Newcastle Fence Post Plant can become and remain competitive and existing benefits can be maintained and additional payments justified and financially supported only through constantly improving business performance.

Therefore, it is the purpose of this agreement to:

Assist in achieving the critical business plan objectives. To this end, the parties commit themselves to co-operating in measures to achieve lower operating costs, improved quality, improved delivery performance and increased productivity, all of which will contribute to improved business performance and job security. Recognise the contribution of employees to improved performance as this occurs.

### 3. Required Actions

Actions which the parties agree are required to achieve the purpose of the agreement and which they will co-operate to implement include, but are not limited to:

ongoing review of work organisation to maximise flexibility, efficiency and continuity of operations;

training to meet business and personal needs;

participate and co-operate in improvement activities;

adopt a team approach to work;

utilise skills held as required;

maintain strict adherence to the Dispute Settling Procedure;

use of contractors to improve business performance;

selection and redeployment based primarily on skill, preparedness to train, competence and performance.

### 4. Principles of the Scheme

The terms of this Scheme are:

In addition to other payments, there shall be a quarterly performance recognition payment directly related to business performance improvements as indicated by the performance against set targets.

The performance measures operating will continue to be departmentally based and focused on specific improvement targets identified in the Business Plan for each Department. The specific measures and the targets will be reviewed at least annually following completion of the site Business Plan for each financial year, but may be reviewed more often if circumstances dictate such a need.

Each Department will undertake regular communication with employees and display and regularly update written reports/charts on departmental scoreboards regarding performance of the measure(s) against the targets set.

Payments under the scheme will be made at the end of each quarter, based on individual Department's performance outcome against the targets and will be calculated as a percentage of each eligible employee's gross earnings for the quarter.

For the purpose of calculating payments under this scheme, gross earnings shall be defined as award rates, bonus, overtime payments, shift allowances and payments for periods of leave in that quarter.

Payments of up to 4.5% of quarterly gross earnings will be made for attainment of reasonably achievable performance targets; these payments can reach 5.5% in any quarter for achievement of exceptional levels of performance.

There shall be provision for a "top up" payment, to the 4.5% reasonably achievable level, in the final quarter of each year should the payments made for the individual quarters not reflect the full year's performance.

In the event of a catastrophe (such as a major fire) which occurs after targets have been set for a quarter, there will be a review of the targets so they remain reasonably achievable, notwithstanding the effects of the catastrophe.

5. Eligibility for Payment-

Quarterly payments will be made to employees of OneSteel Wire Pty Ltd, Newcastle Wirewill and Fence Post Plant in full-time employment on the Company's payroll at the end of each payment quarter and Supplementary Labour (as defined in clause 42 of the Wiremill Award and clause 39 of the Fence Post Plant Award) who are engaged for a full PRPS payment quarter as defined. Participation in the end of year "top up" arrangement, should it be necessary, will apply to those employees on the Company's payroll at the end of the period of operation of each set of measures and targets applying under the agreement.

In addition, full-time employees who leave during a business quarter, other than those dismissed, will be eligible to participate in the scheme for that quarter on a pro rata basis.

Only those employees who leave during the final quarter of each year of this agreement will be eligible to participate in the "top up" payment for that year. Employees shall not have included in their gross earnings, payments in respect of absences on workers' compensation when not in receipt of accident pay, termination payments and performance recognition payments paid during the quarter but related to a previous quarter.

6. Consultation and Review Mechanism

The operation of the Performance Recognition Payment Scheme, its performance measures and associated payments, will be monitored and reviewed by the Joint Consultative Committee. The purpose of this review shall be to:

assess the extent to which the agreement is achieving its objectives;

and identify problems and develop, recommend and implement (where possible) corrective actions.

Issues arising associated with the introduction or operation of this Performance Recognition Payment Scheme will be progressed to conclusion in an orderly manner in accordance with the agreed dispute settling procedure.

R. W. HARRISON *D.P.*

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Printed by the authority of the Industrial Registrar.

(021)

**SERIAL C3981****ONESTEEL WIRE PTY LTD ROPES AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by OneSteel Wire Pty Ltd.

(No. IRC 4231 of 2005)

Before The Honourable Mr Deputy President Harrison

17 August 2005

**AWARD****PART A**

Clause No.	Subject Matter
1.	Area, Incidence and Duration - General
2.	Employment Relationship
3.	Payments and Allowances
4.	Hours of Work, Overtime and Shift Work
5.	Leave
6.	Consultation
7.	Training and Development
8.	Other Conditions
9.	Job Models

**PART B****MONETARY RATES**

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

Appendix 1 - OneSteel Ropes Performance Recognition Payments Scheme

**PART A****1. Area, Incidence and Duration - General**

- 1.1 Title - This award shall be referred to as the OneSteel Wire Pty Ltd Ropes Award.
- 1.2 Definitions of Terms -
- 1.2.1 Day Workers are employees other than shift workers and include employees on night work within subclause 4.5, Night Work for Day Workers and Day Shift Workers, of clause 4, Hours of Work, Overtime and Shift Work.
- 1.2.2 Shift Workers are employees working on a one-, two- or three-shift system.
- 1.2.3 Monday-to-Saturday Shift Workers are shift workers whose ordinary working hours are worked between Monday and Saturday.
- 1.2.4 Night Shift means any shift finishing after midnight and at or before 8.00 a.m.

1.2.5 Department Head means:

any person reporting directly to the Operations Manager of Newcastle Wire Rope Works;

any officer with authority higher than that of department head;

any officer deputising for a department head.

1.2.6 Department shall include a department so called and any other separately administered section of the plant.

1.2.7 Group Standing Down shall mean the standing down, under this clause, of a group of not less than four employees who have refused duty or who have committed misconduct whilst acting in concert.

1.2.8 Training and development definitions:

(a) Career Paths - Career paths consist of the opportunity for individuals to grow by expanding their skills and knowledge as part of the model and thereby increasing their contribution to the business and rewards for themselves.

(b) Model - A collection of skills and knowledge which forms a career path.

(c) Level - The model is divided into a number of levels, each of which has a separate pay rate.

(d) Module - A block of knowledge and/or skills for a particular category in the Employee Development Model.

(e) Category - The heading describing the modules in each column (or stream of the model). There is one module per category at each level.

(f) Unit - Each module contains a number of separate units.

(g) Process Audit - A systematic analysis of the production maintenance and service process designed to identify the skills required to reproduce and continually improve the quality of the process, using the available technology in the most cost effective way.

(h) Accreditation - The process used to assess and approve:

the content of modules;

the minimum standard of performance required to successfully complete the module;

the method of assessment of performance.

(i) Certification - The process of assessing the performance of an employee in a recognised module or unit. On completion of all the requirements of a module or unit, a certificate will be issued which contains a summary of the knowledge/skill acquired.

(j) Skills Audit - A formal assessment of those skills and knowledge possessed by employees which are relevant to an employee's career path. The audit is used to assess the level at which the employee enters the model.

1.3 Where and When Does This Award Apply?

1.3.1 This Award shall apply to employees of OneSteel Wire Pty Ltd employed in the classifications in this award at OneSteel Ropes at Mayfield.

- 1.3.2 This Award rescinds and replaces the OneSteel Wire Pty Ltd Ropes Award published 5 March 2004 (Vol 343 I.G. 529).
- 1.3.3 This Award shall apply to the employees covered by the award to the exclusion of all other awards.
- 1.3.4 This Award shall take effect from the beginning of the first pay period to commence on or after 1 September 2005 and expires on 31st August 2008 (the nominal term).
- 1.3.5 It is a term of this Award, arising from the OneSteel Manufacturing Wage Settlement 2005 (the Settlement), that the Unions undertake for the period to 31 August, 2008, not to raise any further claims, award or overaward (including claims arising from National or State wage cases), and acknowledge that this settlement deals comprehensively with rates of pay, conditions of employment and related matters.

There will be agreed scope to arbitrate, if necessary, unresolved issues about classification restructuring or work value claims.

This sub clause does not limit the ability of the parties to perform the process outlined in clause 9.5 of the Settlement.

Discussions regarding a replacement settlement may commence 3 months prior to expiry of this settlement.

#### 1.4 Commitment to Ongoing Business Improvement

It is acknowledged and agreed that the wages and conditions enjoyed by OneSteel employees, including the gains flowing through this Award, are only afforded by ongoing competitiveness in all areas of OneSteel's operations.

Employers, employees and unions party to this Settlement commit to co-operatively and expeditiously pursuing workplace change necessary for ensuring OneSteel meets its promise to customers and improving asset and labour productivity during the life of this settlement. Such change will occur consistent with the principles of fair treatment, consultation and competitive manufacturing.

It is agreed that these types of changes and flexibilities underpin the wage increases provided for in the Settlement.

## 2. Employment Relationship

### 2.1 Contract of Employment -

2.1.1 Subject as provided for elsewhere in this award, employment shall be on a weekly basis.

2.1.2 Employment of employees will be probationary for the first three months of service. Employment during the first two weeks of the probation period shall be from day to day. Employment in this period may be terminated by a day's notice on either side or by the payment or forfeiture of a day's wages, as the case may be. This probationary period shall not apply where employment follows a period of engagement as defined in clause 8.4, Supplementary Labour - Rates of Pay.

2.1.3 Employees shall perform such work as the Company reasonably shall, from time to time, require and an employee not attending for or not performing his/her duty shall, except as provided for by subclause 5.2, Sick Pay, of clause 5, Leave, lose his/her pay for the actual time of such non-attendance or non-performance.

2.1.4 Subject as aforesaid, employment shall be terminated by a week's notice on either side, given at any time during the week, or by the payment or forfeiture of a week's wages, as the case may be. Where an employee has been given notice by the Company, he/she shall, upon request, be

granted leave of absence without pay for one day or shift during the period of notice in order to look for alternative employment.

2.1.5 Notwithstanding the provisions of this subclause, the Company shall have the right to stand an employee down for refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee and to deduct payment for any day or portion of a day during which the employee is so stood down, provided that:

- (a) No employee shall be stood down before an adequate investigation of the circumstances of the alleged offence has been made or, except in the case of a group standing down, before they have had an opportunity to state their case and to adduce witnesses to the facts.
- (b) Where a department head is on duty in the department to which the employee is attached, any decision as to the standing down of the employee shall be made by the department head.
- (c) Where no department head is on duty in the department, a supervisor may stand an employee down for a period not exceeding the balance of the shift where the employee refuses duty or where the supervisor reasonably is of the opinion that the continued presence of the employee on the plant would be likely to constitute a hazard either to the employee or to other employees or to plant and equipment, or interfere with the normal and orderly functioning of the Company's operations, or be prejudicial to discipline.
- (d) Where a supervisor stands an employee down, the supervisor shall arrange for the employee to be interviewed by the department head not later than the commencement of the employee's next rostered shift of duty or at such other time as may be arranged mutually and the department head, after reviewing the case, shall inform the employee of the decision on the matter.
- (e) An employee shall be entitled to appeal to the Operations Manager against any decision of a department head but the department head's decision shall take effect pending the determination of the appeal.
- (f) Where an employee is working in a department other than the department to which they are attached, the employee may be stood down in accordance with the provisions of this subclause by the appropriate supervisor in the department in which they are working, in lieu of the appropriate supervisor of the department to which they are attached.

2.1.6 This clause shall not affect the right of the Company to deduct payment for any day during which the employee cannot be employed usefully because of any strike or through any breakdown of machinery or due to any cause for which the Company reasonably cannot be held responsible.

2.1.7 This clause shall not affect the right of the Company to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and in such cases wages shall be payable up to the time of dismissal only, provided that:

- (a) No employee shall be dismissed without notice before an adequate investigation of the circumstances of the alleged offence has been made.
- (b) Any decision as to the dismissal of an employee without notice shall be made by the department head of the department to which the employee is attached.
- (c) When a department head decides to dismiss an employee without notice the department head shall so tell the employee and give the employee the reasons for the dismissal without notice.

- (d) If immediately following a dismissal without notice the dismissed employee, or their delegate, tells the department head that the dismissal will be contested:
  - (i) the dismissal shall take effect seven calendar days from the time that the employee was told of the dismissal; and
  - (ii) during these seven calendar days, notwithstanding the provisions of this clause, the employee shall be stood down without pay.

#### 2.1.8 Requirement to Work in Accordance with the Needs of the Industry -

- (a) For the purpose of meeting the needs of the industry, the Company may require an employee to work reasonable overtime, including work on a Sunday and a holiday, at the rates prescribed by this award and, unless reasonable excuse exists, the employee shall work in accordance with such requirement.
- (b) Subject to subclause 4.6, Transfer of Day Workers from Day Work to Shift Work, and subclause 4.7, Transfer of Shift Workers, of clause 4, Hours of Work, Overtime and Shift Work, for the purpose of meeting the needs of the industry, the Company may require an employee to transfer from one system of work to another system of work prescribed by this award, at the rate applicable thereto, and, unless reasonable excuse exists, the employee shall transfer in accordance with such requirement.

#### 2.1.9 Miscellaneous -

- (a) Tools of Trade - The Company shall provide all tools of trade, free of cost, to employees classified in this award, other than carpenters and joiners, electrical fitters and electrical mechanics. Provided that if tools are lost or damaged, other than by fair and ordinary use, they shall be paid for by the employees.
- (b) Safety Glasses - The Company shall supply and the employee shall wear safety glasses when engaged in any work which, in the opinion of the Company, but subject to review by the Industrial Relations Commission of New South Wales, necessitates the use of glasses for the purpose of protection. The employee shall pay the cost of any replacement necessary by reason of loss or breakage due to their carelessness.
- (c) Return of Company's Property - Should any employee, on leaving the Company's service, fail to return any of the Company's property, including safety glasses, gloves and other protective clothing, and tools, gauges, etc., the Company may deduct from the final wages the reasonable value of the article.

2.1.10 Employees Presenting Themselves for Work and Not Required - Subject to the provisions of this subclause, an employee who presents for ordinary work without notice that they will not be required shall be paid at least four hours' pay.

## 2.2 Automation -

2.2.1 Notwithstanding the provisions of subclause 2.1, Contract of Employment, where, on account of the introduction or proposed introduction by the Company of mechanisation or technological changes in the industry covered by this award, the Company proposes to terminate the employment of an employee who has been employed by it for the preceding 12 months, it shall give the employee three months' notice of the termination of employment. Provided that, if the employment of such employee is terminated on that account and the Company fails to give such notice in full:

- (a) the Company shall pay the employee at the ordinary rate of pay for the employee's classification in clause 3, Payments and Allowances, for a period equal to the difference between three months and the period of the notice given;

- (b) the period of notice required by this paragraph to be given shall be deemed to be service with the Company for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of those Acts; and provided further that the right of the Company to dismiss an employee shall not be prejudiced by the fact that the employee has been given notice, pursuant to this clause, of the termination of his/her employment.

2.2.2 Where the Company proposes to introduce into the industry covered by this award mechanisation or technological changes which will result in one or more employees becoming redundant, the Company shall give notification in accordance with this subclause at least six months before the introduction of such mechanisation or technological changes, and if it is not practicable for the Company to give such notifications at least six months before such introduction, then the Company shall give the notifications as early as it is practicable for the Company to give them. The notifications to be given in accordance with this subclause are notifications in writing to the Industrial Registrar, the Director of the Vocational Guidance Bureau, the Director of Technical and Further Education and the State Secretaries of the relevant unions, of the number of employees who may become redundant on account of the introduction or proposed introduction of mechanisation or technological changes by the Company in the industry covered by this award, and of their occupation and of the approximate date when their employment is likely to terminate on account of such introduction.

## 2.3 Redundancy

### 2.3.1 Purpose

These arrangements are designed to provide employees with fair and reasonable benefits in the event of redundancy.

### 2.3.2 Definitions

In this clause:

"weeks pay" means the employees weekly ordinary time rate of pay including award rate, over award rate and all-purpose allowances but excluding shift allowances, weekend penalties and overtime.

"continuous service" means unbroken service under a contract of employment of indefinite duration and excludes periods of unpaid leave of absence including unpaid parental leave.

"redundancy" means the employer has made a decision that the employer no longer wishes the job an employee has been doing done by anyone, and this is not due to the ordinary and customary turnover of labour; and that decision results in the termination of employment.

"employee" means an employee engaged under a contract of employment of indefinite duration and excludes casuals, fixed term employees and employees engaged under a training contract (such as apprentices and trainees).

### 2.3.3 Notice

In the event of forced redundancy, the employee will be provided a minimum of 4 weeks notice of termination (or 5 weeks if the employee is 45 years or older with 2 or more years continuous service) or payment in lieu of notice.

In the event of voluntary redundancy, the period of notice shall be on an agreed basis, but not exceeding 3 months, and there shall be no payment in lieu of notice.

### 2.3.4 Redundancy Benefit

Subject to the terms of this clause, employees terminating by reason of redundancy will be paid a redundancy benefit on termination of 4 weeks pay per year of continuous service (pro-rata for part years) provided that:

the minimum benefit is 8 weeks

the maximum benefit is 104 weeks

The above minimum and maximum redundancy benefits do not include any notice due or paid under 2.3.3 above.

- (a) Employees who as of 1 October 2001 had attained 36 years or more continuous service who leave the Company by cause of redundancy shall, in addition to the redundancy benefit above, be paid an ex gratia redundancy benefit of 2.5 weeks at the employee's weekly ordinary time rate of pay for each year of service in excess of 36 years (pro-rata for part years).
- (b) Permanent employees who as at 1 October 2001 has at least 6 months but less than 9.3 years continuous service who leave the Company by cause of redundancy shall be paid a redundancy benefit of 14 weeks pay plus 2.5 weeks pay per year of service. This benefit will be lieu of the redundancy benefit otherwise arising under the OneSteel Manufacturing Wage Agreement 2001.
- (c) Where a decision is made to effect redundancies, discussions will be held between the Company and respective unions as to the selection of an appropriate outplacement provider to assist terminating employees. Such assistance may include resume writing, interview skills, job search and financial counselling. Should agreement not be reached, the Company's nominated provider/s will be utilised.

### 2.3.5 General exclusions

- (a) Nothing in this clause shall be read as:

requiring the employer to extend a redundancy benefit to an employee where the employer offers the employee acceptable alternative employment (including alternative employment with rate retention arrangements as elsewhere provided for under this award/agreement)

giving rise to an entitlement to a voluntary redundancy benefit in the absence of a formal offer by the employer

- (b) Redundancy benefit will not be paid in event of:

termination due to succession, assignment or transmission of business where the new employer offers the employee acceptable alternative employment with continuity of service; or,

where the employer otherwise obtains an offer of acceptable alternative employment for an employee.

## 3. Payments and Allowances

- 3.1 Basic Wage - This award, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage as set out in Part B, Monetary Rates.

The said basic wage may be varied by the Industrial Relations Commission of New South Wales under subclause (2) of clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and Other Provisions, of the *Industrial Relations Act 1996*.

A reference in this award to the adult basic wage is to be read as a reference to the adult basic wage currently in force under the said clause 15.

3.2 Rate of Pay - The minimum rate of pay per 38-hour week for any classification shall, subject to other provisions of this award, be the rate attached to that classification as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates. The rates represent payments for skills, duties, responsibilities, authority and conditions encountered.

3.3 Bonus - In addition to the minimum rates of pay prescribed by this award, employees receive payments according to a bonus scheme.

3.4 Allowances -

3.4.1 Tool Allowance - An allowance for each 38-hour week will be paid to employees for supplying and maintaining tools ordinarily required in the performance of their work. The allowances are paid for all purposes of the award.

Technicians, Engineering Tradespersons and Electrical

Tradespersons - The amount in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

Carpenters - The amount as set out in Item 2 of the said Table 2.

For adult apprentices, tool allowances are considered to be part of their ordinary rate until they become qualified tradespeople.

3.4.2 Licence Allowance - Electricians holding an "A" class electrical licence receive the amount in Item 3 of Table 2.

3.4.3 Shift Allowances -

(a) Shift workers whilst working rotating shifts (day shift, night shift, afternoon shift) with regular weekly changes receive the amount in Item of 4 Table 2. The amount is paid per 38-hour week in respect of all shifts worked.

Provided that each such rotating shift worker, when engaged under a roster system which does not provide for at least one-third of his/her working time in the full cycle of the roster being on day shift, shall be paid an additional shift allowance at the rate set out in Item 5 of Table 2. This is paid in respect of each of any number of afternoon and/or night shifts more than two-thirds of his/her working time in the roster worked by him/her.

Provided further that working time on day shift shall, if necessary, include shifts rostered off on day shift not exceeding an average over the full cycle of the roster of one per week.

(b) Adult shift workers whilst working shift work which involves regular weekly changes as follows:

Day shift, night shift - at the rate set out in Item 6 of Table 2.

Day shift, afternoon shift - at the rate set out in Item 7 of Table 2.

(c) Adult shift workers whilst working shift work on shift systems as follows:

night shift, afternoon shift;

night shift only;

afternoon shift only;

shall be paid at the rate set out in Item 8 of Table 2

(d) Shift workers who work any afternoon or night shift other than under the shift systems set out in subparagraphs (a), (b) and (c) of this paragraph and are not paid in respect of any day shift worked shall be paid, for each afternoon or night shift worked, at the rate set out in Item 9 of Table 2.

(i) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.

3.4.4 Group Leader Allowance - Persons formally appointed as Group Leaders or Co-ordinators receive a Group Leader allowance as set out in Item 10 of Table 2.

### 3.5 Maximum Payment -

3.5.1 Shift allowances shall not be subject to any premium or penalty additions. All other allowances are paid for all purposes of the award.

3.5.2 Rates shall not exceed double the rates prescribed in this clause, provided that this clause will not apply to payments under paragraph 3.4.3, Shift Allowances, of subclause 3.4, Allowances, and subclause 4.3, Sunday and Holiday Rates, of clause 4, Hours of Work, Overtime and Shift Work, in respect of work done on holidays.

### 3.6 Time and Payment of Wages -

3.6.1 All wages shall be paid fortnightly by deposit into a bank account, credit union or building society. Funds will be available by 4.00 p.m. on the day nominated as pay day by the Company.

3.6.2 Subject to the provisions of subclause 2.1, Contract of Employment, of clause 2, Employment Relationship, upon termination of employment, wages and moneys due for annual holidays shall be paid on the day of such termination. This subclause shall not apply to an employee on probation.

3.6.3 The provisions of paragraphs 3.6.1 and 3.6.2 shall not apply where it is not reasonably practicable for the Company to comply with its obligations on account of causes for which it cannot reasonably be held responsible. Proof of the existence of such circumstances shall lie upon the Company. In such circumstances the Company shall pay wages as soon as it is reasonably practicable for it to do so by direct deposit, cash or cheque.

3.6.4 Except for unpaid absences or overtime, an employee employed by the week may have an adjustment made to fortnightly pays to balance the effect of taking a roster day in one week of each month.

### 3.7 Mixed Functions -

3.7.1 A person will retain the rate and bonus for their ordinary classification level of the job model, with the exception of:

Persons certificated to relieve as Shift Co-ordinators.

Persons certificated to relieve as Reel Shop Co-ordinators.

Persons certificated to relieve as Group Leaders.

Persons with trade qualifications such as boilermaking or electrical whose skills cannot be utilised on a full-time basis.

When these people work in the classifications mentioned above, they shall receive the appropriate rate.

#### **4. Hours of Work, Overtime and Shift Work**

##### **4.1 Ordinary Hours of Work -**

4.1.1 All Employees - Ordinary working hours shall be an average of 38 per week over the full cycle of the relevant work roster. Ordinary working hours shall not exceed:

- (a) eight during any consecutive 24 hours; or
- (b) 152 in 28 consecutive days;

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.

##### **4.1.2 Day Workers -**

- (a) Ordinary working hours shall be worked, Monday to Friday, inclusive, between the hours of 6.00 am and 6.00 pm each day. Provided that day workers may commence their ordinary hours prior to 6.00 am if agreement has been reached between the Company and the employees, and relevant union.
- (b) On each day worked, Monday to Friday, inclusive, 30 minutes between the hours of 10.00 a.m. and 2.30p.m. shall be allowed to day workers for a meal.

4.1.3 Shift Workers - Twenty minutes shall be allowed each shift for crib which shall be counted as time worked.

##### **4.2 Overtime -**

4.2.1 Day Workers - Day workers, for all time worked in excess of or outside the ordinary working hours and times prescribed by this award, shall be paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter.

4.2.2 Shift Workers - Shift workers for all time worked:

- (a) in excess of the ordinary working shift hours prescribed by this award; or
- (b) on more than 11 shifts in 12 consecutive days; or
- (c) on a rostered shift off; or
- (d) in excess of five and one-half hours without a crib break,

shall be paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter. This subclause shall not apply when the time is worked by arrangement between the employees themselves or for the purpose of effecting the customary rotation of shifts.

##### **4.2.3 General -**

- (a) Rate of pay for overtime shall be the "maintained rate" under subclause 8.2, Retention of Rates, of clause 8, Other Conditions, or the job model classification rate, whichever is higher.

- (b) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of ordinary work on one day and the commencement of their ordinary work on the next day that there has not been at least eight consecutive hours off duty between those times shall, subject to this paragraph, be released after the completion of such overtime until they have had eight consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

If, on the instruction of the Company, such an employee resumes or continues work without having had such eight consecutive hours off duty they shall be paid at double rates until released from duty for such a period and then shall be entitled to be absent until they have had eight consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.

Where, immediately after taking an eight-hour rest period pursuant to this paragraph, an employee is required to report for work at other than the ordinary day or shift commencing time and reasonable means of transport are not available, the Company shall convey the person or supply conveyance to the works.

- (c) A day worker required to work on a Saturday, Sunday, a 38-hour week rostered day off or a holiday, or a Monday-to-Saturday shift worker required to work on a Sunday, a 38-hour week rostered day off or a holiday, shall be paid for a minimum of four hours' work. Provided that an employee recalled from home to work overtime shall be paid for a minimum of four hours' work. Where the actual time worked is of shorter duration than the applicable minimum specified in this paragraph, the working period shall not be regarded as overtime for the purpose of subparagraph (b) of this paragraph.
- (d) An employee required to continue at work on overtime for more than one and a half hours after ordinary ceasing time without having been notified before leaving work on the previous day that they would be required to work overtime shall, at the employee's option, be provided, free of cost, with a suitable meal and another meal for each subsequent meal break into which the work extends, or be paid for each meal at the rate set out in Item 11 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (e) If an employee, pursuant to notice, has provided a meal and is not required to work overtime or is required to work for less than one and a half hours they shall be recompensed suitably for the meal which they have provided but which is surplus.
- (f) Where an employee or employees working overtime finish work at a time when reasonable means of transport are not available to them, the Company shall:

Within a reasonable time, convey them or supply them with conveyance to a reasonable distance from home or a place to which they usually travel by public conveyance when returning home from work, or a place from which they can, within a reasonable time, obtain public conveyance to a reasonable distance from home or the place to which they usually travel by public conveyance when returning home from work, or pay them their current rate of pay for the time reasonably occupied in reaching their home.

- (g) An employee who is recalled from home to work overtime shall, at the employee's option, be provided, free of cost, with a suitable meal for each normal meal break falling during the overtime for which they were called out or be paid for each such meal at the rate set out in Item 11 of Table 2.

For the purpose of this subparagraph, a recall from home to work overtime takes place when an employee is notified at home of the requirement to return to work.

- 4.3 Sunday and Holiday Rates - Employees shall be paid at the rate of double time for all work done on Sundays and at the rate of double time and a half for all work done on the holidays prescribed by this award.
- 4.4 Saturday Rates for Shift workers - Shift workers for their ordinary shift of eight hours performed on Saturday shall be paid at the rate of time and one-half.
- 4.5 Night Work for Day Workers and Day Shift Workers -
- 4.5.1 Subject to subclause 3.5, Maximum Payment, of clause 3, Payments and Allowances, but otherwise notwithstanding anything contained herein:
- (a) a day worker who is required in lieu of ordinary day work; or
  - (b) a day shift worker who is required in lieu of day shift on which the employee would ordinarily be rostered,
- to work at night for periods of not less than eight hours on less than five consecutive nights or on less than four consecutive nights when the fifth night is an employee's 38-hour week rostered off night, shall be paid at the rate of time and one-half of the ordinary rate of pay under the said clause 3, or the corresponding clause of a federal award, except:
- (c) on Saturdays, Sundays, 38-hour week rostered off days, and holidays; and
  - (d) in respect of any night in respect of which an employee has not been given at least 48 hours' notice,
- when they shall be paid at overtime rates for day workers. No shift allowance is payable in respect of night work under this clause.
- 4.5.2 In this subclause "night" means any hours between 4.00 p.m. and 8.00 a.m., and "day shift worker" means a shift worker employed on a shift system involving day shifts only.
- 4.6 Transfer of Day Workers from Day Work to Shift Work - Day workers may be employed as and become shift workers for a period of not less than five shifts or not less than four shifts when the fifth shift is a 38-hour week rostered off shift, and paid accordingly.
- Provided that employees shall be paid at overtime rates for any shift upon which they are employed as shift workers under this clause in respect of which they have not been given at least 48 hours notice.
- 4.7 Transfer of Shift Workers - Shift workers who are required to work on a shift other than the shift on which they would ordinarily be rostered shall be paid at overtime rates for any such shift in respect of which they have not been given at least 48 hours notice. This provision shall not apply when an employee reverts to the shift on which he/she would ordinarily have been rostered.
- 4.8 Payment for Training - Notwithstanding the provisions of subclause 4.2, Overtime, of this clause, approved attendance at authorised training courses will be paid as set out below:
- (a) During Ordinary Working Hours - No deduction from the ordinary weekly wage (award and bonus) for absence due to time spent in tuition, travelling or examination.
  - (b) Outside Ordinary Working Hours - Single-time payment of ordinary wage rate (award and bonus but excluding shift penalties, overtime, etc.) will apply to time spent in tuition or examination only. Payment will not be made to an employee for additional training time which is authorised for reasons such as repeating previously authorised training.

## 5. Leave

### 5.1 Holidays -

5.1.1 The days on which New Year's Day, Australia Day, Good Friday, the Saturday following Good Friday, Easter Monday, Anzac Day, the local Eight-hour Day, Queen's Birthday, Christmas Day and Boxing Day are observed and special days appointed by proclamation as public holidays for the State shall be holidays and day workers and Monday-to-Saturday shift workers not required to work on a holiday shall be paid for the holiday at the ordinary rates of pay under clause 3, Payments and Allowances, or the corresponding clause of a federal award, plus the relevant bonus under subclause 3.3, Bonus, of the said clause 3.

5.1.2 This provision for payment does not apply to:

- (a) employees whose rostered shift off falls on a holiday (subject to the provisions of subparagraph of paragraph 5.4.1 of subclause 5.4, Days Added to the Period of Annual Leave or Long Service Leave);
- (b) employees absent without leave or reasonable excuse on the working day preceding or the working day succeeding a holiday.

5.1.3 In addition to the public holidays prescribed in paragraph 5.1.1, one additional public holiday shall apply to an employee on weekly hire on a day mutually agreed between the parties or, failing agreement, as determined by the Industrial Relations Commission of New South Wales.

### 5.2 Sick Pay -

5.2.1 Employees unable to attend for duty during ordinary working hours by reason of personal illness or personal incapacity not due to their own serious and wilful misconduct shall be entitled to be paid at ordinary-time rates of pay and, in addition, the bonus payment prescribed in subclause 3.3, Bonus, of clause 3, Payments and Allowances, for the time of such non-attendance, subject to the following:

- (a) They shall not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation.
- (b) They shall, within 24 hours of the commencement of such absence, inform the Company of their inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of the same.
- (c) They shall prove to the satisfaction of the Company or, in the event of a dispute, the Industrial Relations Commission, that they are or were unable, on account of such illness or incapacity, to attend for duty on the day or days for which payment under this subclause is claimed.
- (d) They shall not be entitled in respect of any year of continued employment to sick pay for more than the number of ordinary working hours specified in subparagraph (e) of this paragraph. Any period of paid sick leave allowed by the Company to an employee in any such year shall be deducted from the period of sick leave which may be allowed or may be carried forward under this award in or in respect of the earliest year of employment for which the employee has an accumulated or accrued right.
- (e) The number of ordinary working hours referred to in paragraph (d) of this subclause shall be:

In the case of an employee with less than one year's continued employment - 40.

In the case of an employee with one or more years' continued employment but less than ten years' continued employment - 64.

In the case of an employee with 10 or more years' continued employment - 80.

#### 5.2.2

(a) The rights under this clause shall accumulate from year to year so long as the employment continues with the Company, whether under this or any other award, so that any part of the number of ordinary working hours specified in subparagraph (e) of paragraph 5.2.1 which has not been allowed in any year may be claimed by the employee and shall be allowed by the Company, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment. Any rights which accumulate shall be available as follows:

- (i) to any employee entering the employment of the Company on or after 1 January 1986 - for a period of 16 years, but for no longer, from the end of the year in which they accrued;
- (ii) to any employee who entered their current employment with the Company before 1 January 1986:

During the period between 18 and 31 December 1985 - for a period of 14 years, but for no longer, from the end of the year in which they accrued.

During the transition year - for a period of 15 years, but for no longer, from the end of the year in which they accrued.

During the first year of employment immediately following the transition year - for a period of 16 years, but for no longer, from the end of the year in which they accrued.

- (b) For the purpose of this subclause "transition year" shall mean, in respect of an employee whose current employment with the Company commenced before 1 January 1986, the year of employment which commenced during 1986.

5.2.3 In the case of employees who otherwise are entitled to a payment under this clause but who, at the time of the absence concerned, have not given three months continuous service in their current employment with the Company, the right to receive payment shall not arise until they have given such service.

5.2.4 For the purpose of this clause, continuous service shall be deemed not to have been broken by:

- (a) any absence from work on leave granted by the Company; or
- (b) any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee;

provided that any time so lost shall not be taken into account in computing the qualifying period of three months.

5.2.5 Service before the date of the coming into force of this award shall be counted as service for the purpose of qualifying thereunder.

### 5.3 Annual Leave -

5.31 For annual leave provisions, see *Annual Holidays Act 1944*.

5.3.2 Monday-to-Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days - In addition to the benefits provided by Section 3 of the said Act, with regard to an annual holiday of four weeks, employees who during the year of their employment with the company with respect to which they become entitled to the said annual holiday of four weeks,

give service to the company and Monday-to-Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days, shall be entitled to the additional leave as hereunder specified:

- (a) For every 13 Saturdays upon which the employee works an ordinary shift as a Monday-to-Saturday shift worker who is rostered for duty on Saturdays as ordinary working days, the additional leave with respect to that year shall be one day.
- (b) Where the additional leave calculated under this clause is or includes a fraction of a day, such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
- (c) The additional entitlements under this subclause shall only apply in respect of leave which becomes fully due on or after 23 September 1980.

#### 5.3.3 All employees - Annual Leave Loading -

- (a) In respect of a period of annual leave, an employee shall be paid a loading, namely 20 per cent of whichever amount to be calculated for the period of their annual leave is the lesser of:
  - (i) their ordinary pay pursuant to the *Annual Holidays Act 1944*; or
  - (ii) the sum of their classification rate of pay for ordinary time (excluding shift allowance) under clause 3, Payments and Allowances, at the time of commencement of his/her annual leave.

Provided that employees who would have worked on shift work had they not been on annual leave shall be paid whichever is the greater of the said loading or the shift work allowances pursuant to paragraph 3.4.3, Shift Allowances, of clause 3, Payments and Allowances, and the weekend penalty rates pursuant to subclause 4.4, Saturday Rates for Shift Workers, of clause 4, Hours of Work, Overtime and Shift Work, and (in respect of Sundays only) subclause 4.3, Sunday and Holiday Rates, of the said clause 4, that would have been payable to them in respect of ordinary time during the period of annual leave had they not been on annual leave.

- (b) The loading prescribed by this subclause shall apply to payment in lieu of a fully due annual holiday on termination of employment, but shall not apply to proportionate annual holiday payment on termination of employment.

#### 5.4 Days Added to the Period of Annual Leave or Long Service Leave -

5.4.1 An employee who is rostered off duty on a day which is a holiday prescribed by this award and who is not required to work on that day shall:

- (a) have one day added to their annual leave period; or
- (b) by mutual consent be paid, in the pay for the period in which the holiday falls, for the holiday at the rate payable pursuant to subclause (i) of subclause 5.1, Holidays, of this clause.

This paragraph shall not apply when the holiday falls on a Saturday or Sunday, or on a Sunday in the case of employees employed as Monday-to-Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days.

5.4.2 Any day or days added in accordance with paragraph 5.4.1 of this subclause shall be the working day or working days immediately following the period of the annual leave or long service leave respectively to which the employee is entitled under subclauses 5.3, Annual Leave, or 5.5, Long Service Leave, of this clause.

5.4.3 For the purpose of paragraph 5.4.4 of this subclause, working days shall be:

- (a) in the case of an employee who, at the commencement of the period of annual leave or long service leave, as the case may be, was employed as a day worker - any day of the week, including a day on which the employee concerned would have been rostered off duty if they were not on annual leave or long service leave, but excluding a Saturday, a Sunday or a holiday prescribed by this award;
- (b) in the case of an employee who, at the commencement of a period of annual leave or long service leave, as the case may be, was employed as a Monday-to-Saturday shift worker - any day of the week, other than Sunday or a holiday prescribed by this award, including a day on which the employee concerned would have been rostered off duty if they were not on annual leave or long service leave.

5.4.4 Where the employment of a worker has been terminated and they thereby become entitled under Section 4 of the *Annual Holidays Act 1944* to payment in lieu of an annual holiday with respect to a period of employment, they also shall be entitled to an additional payment for each day accrued under paragraph 5.4.1 of this subclause at the annual leave rate of pay.

## 5.5 Long Service Leave -

5.5.1 The terms of the *Long Service Leave Act 1955* shall apply except for the provisions prescribed below:

- (a) for all service after 1 July 2001, long service leave will accrue at the rate of 13 weeks for each 10 years of service.
- (b) from 14th December 2001, pro-rata long service leave will be able to be accessed or will be paid out on resignation or termination of the employee, other than in circumstances of summary dismissal, after 5 years continuous service.

5.5.2 The award rate basic wage and margin element of ordinary pay for long service leave shall be either:

- (a) that determined in accordance with the said Act; or
- (b) that applicable to the employee at the commencement of long service leave entitlement, whichever is the greater.

5.5.3 Long service leave shall be paid at the employee's ordinary time earnings for the shift roster that the employee would have worked had it not been for the long service leave. This means whilst employees are on long service leave they will be paid their ordinary time rate of pay (award and over-award), shift & weekend penalties and compulsory rostered overtime (i.e. such rostered overtime which is currently recognised for the purposes of annual leave, sick leave, superannuation, etc). Payment will also include public holidays penalties provided that the employee would have been required to work the public holiday and the period of long service leave is not subject to added days for such public holiday (eg as provided under NSW LSL Act).

To be eligible to be paid long service leave as per the shift roster, an employee must have been in a permanent shift position for a period of at least twelve months at the time of taking long service leave.

5.5.4 Where payment is made in lieu of accrued long service leave such as on termination of employment, payment shall be at the employee's ordinary time rate of pay (i.e. excluding compulsory rostered overtime, shift and weekend penalty rates).

5.5.5 An employee shall be entitled to have all days which are prescribed as holidays by subclause 5.1, Holidays, treated as days appointed by the Governor as public holidays for the purpose of the application of Section 4(4A) of the *Long Service Leave Act 1955*.

- 5.6 Jury Service - An employee required to attend for jury service - during ordinary working hours; or immediately following an ordinary night shift or immediately preceding an ordinary afternoon shift on which the employee is rostered to work and, as a result of attending for jury service, is not reasonably able to report for work on the night shift or afternoon shift, as the case may be,
- (a) shall receive the actual wage that they would have received had they worked their normal shift\\$. Employees on jury service who are not empanelled and dismissed for the rest of the day must report for work.
  - (b) An employee summoned for jury duty shall notify the Company as soon as possible of the date upon which they are required to attend and shall keep the Company informed of the likely duration of their attendance.
- 5.7 Compassionate Leave - An employee shall, on production of acceptable proof of the death of a close relative (including a defacto spouse) , be entitled to compassionate leave without deduction from ordinary wages for a period of up to three (3) days, as is reasonable in the circumstances. A period of up to 5 days may be approved where interstate travel is required. Approval of compassionate leave is the responsibility of the Mill Manager, who will use discretion depending upon the circumstances.

Compassionate leave may be taken in conjunction with other leave available under sub-clauses (ii), (iii), (iv), (v) and (vi) of clause 23A, Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

In addition to their ordinary-time work rate of pay, the employee shall be paid the amount of bonus they would have otherwise received during ordinary working hours.

Compassionate leave will not be granted if the period of leave coincides with any other period of paid leave.

- 5.8 State Personal/Carer's Leave Case - August 1996:

5.8.1 Use of Sick Leave -

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in section (ii) of subparagraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in subclause 5.2, Sick Pay, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) the employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being:
    - (A) a spouse of the employee; or
    - (B) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (C) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de-facto spouse of the employee; or
- (D) a same sex partner who lives with the employee as the de facto partner of the employee on a bona fide domestic basis; or
- (E) a relative of the employee who is a member of the same household where, for the purpose of this subparagraph:
  - (1) "relative" means a person related by blood, marriage or affinity;
  - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
  - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### 5.8.2 Unpaid Leave for Family Purpose -

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in section (ii) of subparagraph (c) of paragraph 5.8.1 who is ill.

#### 5.8.3 Annual Leave -

- (a) An employee may elect, with the consent of the employer and subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in subparagraph (a) of this paragraph, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive days are taken.

#### 5.8.4 Time Off in Lieu of Payment of Overtime -

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

#### 5.8.5 Make-up Time -

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

#### 5.8.6 Rostered Days Off -

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and the employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

### 5.9 Anti Discrimination

5.9.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identify and age.

5.9.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects.

5.9.3 It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect. Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

5.9.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

5.9.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

#### 5.10 Extended wage support - non-works injury or illness

##### 5.10.1 Purpose

These arrangements are designed to provide employees of OneSteel with added financial security in the event of their being off work for an extended period due to non-works illness or injury.

##### 5.10.2 Underpinning principles

- (a) Employees may reasonably expect continued financial support in the event of extended illness or injury
- (b) Employees are expected to provide for their own security by accessing reasonable levels of existing leave entitlements
- (c) The extension of financial support places obligations on the employee to cooperate with the reasonable requests of their employer
- (d) Fair & equal treatment of all employees
- (e) These arrangements are not intended to support "casual" absences or benefit employees with chronic poor attendance

##### 5.10.3 Extended wage support - non-works injury or illness

- (a) Subject to the provisions of this clause, employees will receive financial support at the ordinary time rate of pay for the period of their incapacity, up to a maximum of twelve (12) months, in the event of their being unable to attend work continuously for greater than one (1) month due to personal illness or injury. Provided further that where an employee is a shiftworker and would have remained on shift but for their inability to attend work, such financial support will include additional payment of the ordinary shift and weekend penalties applicable to the employee's roster.
- (b) Employees will be required to exhaust all available sick leave accruals before accessing the support available under this clause.

Additionally, employees will be required to utilise:

any annual leave (including pro-rata accruals) in excess of 4 weeks; and,

any long service leave (including pro-rata accruals) in excess of 13 weeks

for a combined period of not more than 6 weeks before accessing the support available under this clause.

- (c) The period of extended wage support referred in a) above is in addition to existing sick leave entitlements and such annual leave or long service leave as may be taken under paragraph b) above.
- (d) Where the employee is entitled to benefits arising from personal injury insurance (eg motor vehicle CTP insurance, sporting injury insurance, etc), other than workers compensation, the wage support otherwise extended under this clause will be reduced by the amount of insurance benefit paid. Where such monies are paid by an insurer substantially after the absence, the employee is required to repay such monies to the employer. The employer may require the employee to authorise the employer to claim such monies direct from the insurer prior to receiving extended wage support.

- (e) Should circumstances arise where the employer believes that the conduct of the employee is such that the continued extension of wage support would be at odds with the principles outlined in 2. above, the employer may initiate a formal review in which the employee, and their union should they wish, are given the opportunity to respond to any allegations prior to the employer making a decision as to continuance or cessation of wage support. Any disputes that arise from the exercise of this facility will be progressed in accordance with the dispute settlement procedure.
- (f) Consideration may be given to further wage support beyond the 12 months referred to under paragraph a) above in circumstances where the agreed rehabilitation plan for the employee and medical opinion indicate that an immanent return to normal duties by the employee.

#### 5.10.4 Obligations of employees

- (a) Employees are required to provide all reasonable evidence requested by the employer as to the nature of their illness or injury including making themselves available for examination by medical practitioners/specialists nominated by the employer
- (b) Employees are required to actively participate in any reasonable rehabilitation or return to work plan required by the employer

#### 5.10.5 Exclusions - The above arrangements will not extend to the following:

- (a) Employees engaged on a casual or fixed term basis
- (b) Employees with less than 3 months continuous service
- (c) Absences covered by workers compensation or arising from works related injury or illness
- (d) Casual absences or absences of short duration
- (e) Injury or illness arising from the unlawful actions of the employee
- (f) Absences which would otherwise be covered by carers leave
- (g) Multiple periods of extended absences beyond those totalling 12 months in any 3 year period.
- (h) Employees enjoying similar support under discretionary sick leave arrangements
- (i) Absences resulting from alcohol, drug or substance abuse
- (j) Absences resulting from high risk sporting or recreational activities generally precluded from personal accident insurance arrangements (such as competitive motor sport, sky diving, etc).

#### 5.10.6 Other matters

- (a) Any disputes arising from the operation of this clause will be progressed in accordance with the dispute settlement procedures under the respective award/agreement.
- (b) Nothing within these arrangements is to be taken to preclude termination of employment where the prognosis for the employee is that they will be unable to return to their normal employment, subject to the employee being afforded reasonable extended wage support so to allow them to resolve questions as to their financial security post-termination.

## 5.11 Parental Leave

The parental leave provisions set out in Division 1 of Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply in conjunction with the provision for paid parental leave set out below.

### 5.11.1 Eligibility

- (a) An employee who has completed at least 12 months continuous service with the employer (on a full-time or part-time basis) is entitled to paid parental leave in accordance with this clause.
- (b) A casual employee is entitled to paid parental leave if they have worked for the employer on a regular and systemic basis for more than 12 months and have a reasonable expectation of on-going employment on that basis.

### 5.11.2 Entitlement

- (a) An employee is entitled to paid parental leave as follows:
  - (i) maternity leave - six (6) weeks paid leave immediately after the child's birth and, for employees with at least 24 months continuous service, an additional six (6) weeks.
  - (ii) paternity leave - one (1) week paid leave around the time of birth
  - (iii) adoption leave - six (6) weeks paid leave at the time of placement if the employee is the primary carer and, for employees with at least 24 months continuous service, an additional six (6) weeks.
- (b) Any period of paid parental leave arising from this clause will be deducted from the period of unpaid parental leave to which the employee is entitled arising from legislation or industrial award.
- (c) The entitlement to parental leave is not extended for multiple births.
- (d) Parental leave is paid at the employee's weekly ordinary time rate of pay for the period of the leave (as per sick leave).
- (e) Employees taking maternity or adoption leave may elect to double the period of paid leave arising from paragraph a) above to be paid at 50% of the employee's weekly ordinary time rate of pay. Provided that this extended period of paid leave falls within the period of unpaid parental leave to which the employee is entitled arising from legislation or industrial award.

### 5.11.3 Giving notice and applying for leave

- (a) To be eligible to claim paid parental leave, employees must comply with the requirements regarding advice to the employer normally associated with the taking of unpaid parental leave.
- (b) To claim paid paternity leave the employee must provide such reasonable proof as the employer may require.

### 5.11.4 Impact of paid parental leave on other entitlements

- (a) Paid parental leave shall be considered service for the purpose of service related entitlements (unpaid leave is not counted for such purposes).

- (b) The receipt of paid parental leave does not otherwise limit the employee's rights or obligations with respect to unpaid parental leave arising from legislation or industrial award.

#### 5.11.5 Impact of legislative paid parental leave on these entitlements

Leave is reserved to the Company to review these arrangements should the mooted national scheme of paid parental or maternity leave be introduced.

### 6. Consultation

#### 6.1 Union Delegates -

##### 6.1.1 Recognition

The Company shall give recognition to employees who are appointed as delegates of their shop or department. Delegates will be allowed the necessary time, during working hours, to interview the Company or its representative in case of a dispute affecting the employees in their shop or department; provided that the Company shall not be bound to give recognition as delegate to an employee in respect of whom a written notification has been received from the union concerned that the union does not recognise such employee as a delegate.

The Company shall, upon request, provide each recognised delegate with a suitable locker, for the purpose of storing relevant union material at the workplace.

##### 6.1.2 Training

- (a) Recognised delegates may be granted up to three (3) days per annum trade union training leaving without loss of ordinary pay (excluding overtime). Such leave may accrue to a maximum of five (5) days. Reasonable requests for additional days may be authorised by the Company subject to meeting operational needs.
- (b) The taking of such leave will be for the purposes of attending formal trade union training courses.
- (c) The unions will provide to the employer reasonable notice in writing of the need for such training.
- (d) As far as practicable, such leave should be organised so as to minimise the need for the employer to replace the delegate by the working of overtime and to allow the delegate to be released within ordinary time. It is recognised that the employer and delegates may need to demonstrate flexibility in the rostering of shifts to allow this to occur.
- (e) Where issues arise as to the application of this clause, discussions will be held, consistent with local consultative arrangements and the dispute settlement procedure under this Award, with a view to resolving the issue prior to the commencement of the training.

#### 6.2 Grievance and Dispute Settlement Procedures -

6.2.1 Introduction - The parties intend that claims, issues and disputes be resolved without resorting to direct action, in order to minimise the serious impact on the industry's operations. To enable claims, issues and disputes to be progressed while work proceeds normally, the following procedure will apply.

##### 6.2.2 Department Claims, Issues and Disputes -

- (a) Employee(s) and/or delegate(s) of the union(s) involved will place the claim, issue or dispute before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible. If the

reply cannot be given by the end of the next ordinary working shift, a progress report will be given.

- (b) Failing agreement, employee(s) and/or delegate(s) of the union(s) involved will place the claim, issue or dispute before the superintendent or deputy. The superintendent or deputy will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible. If a reply cannot be given by the end of the superintendent's or deputy's next ordinary working day a progress report will be given.
- (c) Failing agreement, employee(s) and/or delegate(s) and/or official(s) of the union(s) involved will place the claim, issue or dispute before the company's Industrial Relations Department. The claim issue or dispute and all relevant circumstances relating to it shall then be fully reviewed by the management of the Company and by the union(s) involved and all reasonable steps shall be taken in an endeavour to resolve the matter.
- (d) Failing agreement, the claim, issue or dispute shall be referred to the appropriate industrial relations tribunal if the union(s) wants to pursue it further.
- (e) The procedures in subparagraphs (a) to (c) of this paragraph do not apply to claims, issues or disputes relating to genuine safety matters. In such matters the Company will undertake immediate investigations including discussions with the employee(s) and/or delegate(s) and/or official(s) of the unions involved. As necessary, the appropriate Government authority will be involved.

#### 6.2.3 General Claims, Issues and Disputes -

- (a) The official(s) and delegate(s) of the union(s) involved will place the claim, issue or dispute before the Operations Manager who will take all reasonable steps to reply as soon as possible.
- (b) Failing agreement, the claim, issue or dispute shall be referred to the appropriate industrial relations tribunal if the union(s) wants to pursue it further.

6.2.4 The provisions of this clause shall not affect in any way any other rights and duties of any party to this award pursuant to the Act or any other Act or at common law in relation to any matter.

6.3 A consultative committee for NWRW will provide a forum for discussion of major enterprise-based matters of mutual concern. The committee will comprise representatives of management, employees and supervisors. A constitution will be agreed upon which sets out details of the function and administration of the committee.

## 7. Training and Development

Principles of Employment and Job Development -

### 7.1 General Principles -

7.1.1 The principal objective of training and development is to improve efficiency and productivity and provide employees with opportunities for career development in well-paid fulfilling jobs.

7.1.2 The job model is based on principles set out in the BHP Ropes Development Agreement 26.3.90. In particular, the programme shall proceed in accordance with the principles below:

Work restructuring and employee development are inseparable and form part of a total approach to improving work organisation.

This involves:

a change in focus from narrow classification to skill categories associated with work activities;

a change in emphasis from having a job to being able to upgrade skills by training and advancing through a career structure;

a change in the role of the supervisor and development of a team approach for getting the task completed;

acceptance of greater responsibility and accountability by employees for the quality of the work; and

work flexibility.

7.1.3 Training and classifications will meet the needs of the wire rope industry and maximise portability of qualifications between this and other industries, including the metals and engineering industry. However, work restructuring and training programmes will focus on OneSteel Ropes requirements.

7.1.4 An employee's development is a shared responsibility of both the Company and the employee.

7.1.5 An employee will be paid for completion of a level in the model relevant to that employee's section.

7.1.6 A level is completed only after an employee has been certificated in all the required modules for the relevant level.

7.1.7 Training will be provided to enable employees to progress at a reasonable rate through various levels, taking into account the needs of the company/section and the availability of courses and the interest and ability of the employees.

7.1.8 An employee will be permitted to complete as much of a whole job as is safe, practical and legal.

Employees will work flexibly and utilise the full range of certificated and non-certificated skills possessed and recognised.

7.1.9 To obtain the rate of pay for a level, an employee must complete and be competent in all required modules up to and including that level, i.e., until the modules are completed, the higher rate is not available.

## 7.2 Training - Design and Conduct -

7.2.1 Appropriate certification will be provided to employees on successful completion of a module or unit. Both the assessor and the trainee will sign and date this record.

7.2.2 The content of training modules developed will be accredited by the Training and Safety Co-ordinator. Where possible, modules will include the minimum standard of performance to successfully complete the module as well as a method to assess competence. Modules will be developed and implemented with appropriate input from supervisors and employees of the area affected by the module.

7.2.3 Certification will be carried out by accredited assessors, i.e., people who are personally competent in the area being assessed.

7.2.4 Where certification is carried out by a supervisor and/or a peer group, an appeal mechanism will be provided as follows:

Firstly, meeting with supervisor, function head, employee and employee chosen by the appellant (this may be a union delegate).

If this does not resolve the appeal, the grievance handling procedure applies.

7.2.5 Some skills may require re-certification to ensure critical safety and operational requirements are met. Decisions will also be subject to appeal.

7.2.6 A person must demonstrate mastery of the skill on the job before full certification can be obtained. This means that some skills will need to be applied on the job for a period of time before final certification.

7.2.7 National and local accreditation needs may be taken into account in designing training. However, this will not impede the design and implementation of training courses.

7.3 Transfers - Transfers between sections (and models) will be possible, subject to a vacancy existing. It will be made on the basis of vacancy requirements, past performance and assessed competence. The appeal mechanism is that mentioned in paragraph 9.1.2 of subclause 9.1 of clause 9, Job Models.

Any vacancies in different streams will be advertised on notice boards.

7.4 Transitional Arrangements -

7.4.1 An audit will be conducted to assess the knowledge and skills held by existing employees.

7.4.2 Current employees will be allocated to a level in the model after an assessment (subject to appeal) of current knowledge, skills and responsibility.

Current employees will be protected and suffer no financial disadvantage from their present position.

7.4.3 Participation in training for progression will be voluntary for persons in employment at the commencement of this award.

7.4.4 Employees who elect not to participate in training for progression will retain their current rate of pay. They will not participate in any future increases associated with work value review of levels in the model until such time as they agree to participate and are trained.

7.4.5 All employees will work flexibly, including those who elect not to participate in training. In the latter case, this may include carrying out some other suitable tasks so that another employee can be trained or maintain skills in the job the first employee normally carries out.

7.5 Adult Apprenticeships -

7.5.1 Adult apprentices may be employed in order to provide flexibility in production and maintenance operations, and provide a career development option for OneSteel Ropes employees.

7.5.2 Every adult apprentice will be indentured.

7.5.3 A three-month probation period will apply to adult apprentices.

7.5.4 Adult apprentices will retain their classification rate of pay while training (i.e., the rate for the classification which applied to the apprentice immediately prior to entering apprenticeship). On completion of their apprenticeship (both formal training and competency in relevant on-the-job areas) the apprentice will slot into the relevant trade model.

7.5.5 Tool allowance is to be included as part of the rates of pay in clause 3, Payments and Allowances, i.e., not to be paid in addition.

7.5.6 Adult apprentices are required to purchase a supply of tools which remain part of their personal tool kit. Other tool requirements are supplied.

7.5.7 Proof of attendance at a technical college is required to ensure payment for time so spent.

## **8. Other Conditions**

### **8.1 Maintenance of Earnings -**

8.1.1 Maintenance of earnings will apply to circumstances arising out of the transition from the classification-based pay structure to the skill-based job models in clause 9, Job Models. The retention of rates provisions contained in subclause 8.2, Retention of Rates, will apply in all other situations detailed in this clause.

8.1.2 This arrangement will cease to apply where future changes (e.g., a plant rationalisation, technological or market change, etc.) result in employees, by necessity, being transferred to other positions. In these circumstances, the normal award retention of rates provisions will then apply.

8.1.3 Employees whose current earnings (existing classification and bonus) are greater than the level applicable to them as determined by their placement in the job models in the said clause 9, shall maintain their current earnings, subject to the following adjustments and conditions: Employees will continue to attract adjustments applicable to their previous classification, provided that when the earnings (as determined by classification and bonus) applicable to their level in the model exceed their earnings as determined by their previous classification they will thereafter receive the earnings as per the model. All employees participating in this maintenance of earnings agree to work flexibly and utilise the full range of skills they possess.

8.1.4 All new employees will be paid in accordance with the rates of pay as provided for under the job models.

### **8.2 Retention of Rates -**

8.2.1 Where after 11th November 2003, as a result of the rationalisation of the Company's operations, the introduction of technological change, changes in work practices or market change, an employee is appointed to a classification or classifications which receive a lower ordinary time rate of pay (including all purpose components e.g. group leader allowance) than did their classification immediately prior to the appointment or the first appointment ("the previous classification"):

- (a) The employee shall retain the ordinary time rate of pay (sum of components) applicable to the previous classification, subject to the following adjustments:
- (b) in the first and second years after the date of their appointment, all changes in the ordinary time rate of pay applicable to the previous classification;
- (c) in the third to the fifth years after the date of appointment, half of any changes in the ordinary time rate of pay applicable to the previous classification;
- (d) thereafter, no further adjustments.

8.2.2 Where on 11th November 2003 an employee is in receipt of retained rates:

- (a) the components of the retained rate will be converted to a total rate (sum of the components),
- (b) an employees with less than 2 years on retention will be administered as per (i) above (eg. If they have been on retention for 1 year, they will have a further 1 year on full increases before moving to half increases for years 3 to 5).

- (c) Those already on retention for in excess of 2 years will commence 3 years of half increases from 11th November 2003.

8.2.3 Provided that in (8.2.1) and (8.2.2) when the ordinary time rate of pay of the employee's new classification exceeds the ordinary time rate of pay they then receive, they shall thereafter receive payment of the ordinary time rate of pay applicable to their new classification.

8.2.4 Employees accepting retention of rate do so on the basis that they commit to undertaking training in their new classification structure. Employees are expected to train to the limit of their ability under the new classification structure. Should an employee elect not to retrain their rate will be reduced to the rate applicable to their assessed level.

8.2.5 General - Superannuation contributions are made at the retained rates.

### 8.3 Flexible Remuneration

8.3.1 In this clause, "Plan" means the terms under which flexible remuneration benefits may be offered by the company at its absolute discretion from time to time to employees by way of a sacrifice of wages payable under this award. Without limitation, the benefits may include, for example, superannuation contributions and employee share plans.

8.3.2 Despite the provisions of this award an employee may elect:

- (a) to receive the benefits of any Plan offered by the company; and
- (b) to reduce wages otherwise due under this award by the amount required under the plan for the benefits received by the employee under the Plan.

8.3.3 Any election by an employee under sub-clause (ii) must be in the form prescribed by the Company from time to time.

8.3.4 Where an employee has made an election under sub-clause (ii), the wages payable under this award will be reduced by such amount as prescribed from time to time under the relevant Plan.

8.3.5 The reduced wages and the contributions under the Plan will apply for periods of annual leave, long service leave and other periods of paid leave.

8.3.6 The company or an employee may only terminate or vary an election under sub-clause (ii) in accordance with the terms applicable to the relevant Plan.

8.3.7 Other than as already provided for under any Plan, the company at its discretion may terminate the provision of benefits under a Plan or amend the terms applicable to a Plan. The company will give one month's notice of such a termination or amendment.

8.3.8 The Company shall not use any superannuation contribution made in accordance with an employee's election to meet its minimum employer obligation under the *Superannuation Guarantee (Administration) Act* 1992 or any legislation which succeeds or replaces it.

8.3.9 The provisions of this clause have been agreed to by the parties with the intent of facilitation flexible remuneration benefits for employees covered by this award. To remove any doubt, this clause is not intended to:

- (a) provide substantive industrial regulation of any benefit included in a Plan; and
- (b) be used as a precedent in relation to any claim for the industrial regulation of any benefit included in a Plan, including, for example superannuation contributions and employee share plans."

#### 8.4 Superannuation - Choice of Fund

Employee and employer superannuation contributions will be paid into either the OneSteel Superannuation Fund (OSSF) or the Superannuation Trust of Australia (STA) at the direction of the employee. In the absence of an election from the employee the contributions will be directed to the default fund.

For the purposes of this clause the default fund will be:

for existing employees at 1 July 2005 the OSSF, and

for employees commencing employment with OneSteel after 1 July 2005 the STA.

#### 8.5 Supplementary Labour - Rates of Pay

Where supplementary labour is engaged payment will be based on the appropriate classification rate of pay otherwise payable to an employee under this Award.

In this clause, "supplementary labour" is labour sourced through labour hire firms to fill temporary vacancies or to top up the existing full time labour force (e.g. to cover seasonal or peak work loads) but excludes labour engaged under service contracts and other contractual arrangements (eg. maintenance contracts, capital contracts, etc).

So as to remove doubt, this clause is binding only on the Company, unions and employees party to this Award and does not extend this Award to other employers or their employees engaged as supplementary labour.

#### 8.6 Transition Arrangements for Retiring Shift Workers

The parties agree to providing support in terms of shift, financial and lifestyle planning for those employees who nominate their retirement in advance. These arrangements will be managed on an individual basis. The aim of this clause is to provide a smooth transfer from work into retirement for long serving employees (typically having served on shift work greater than 10 years). Such transitions would not normally exceed a period of 12 months and will be subject the capacity of the business to reasonably accommodate the needs of the employee. For example, shift workers who nominate their retirement date in advance the following could apply:

staged moderation of duties;

lifestyle planning / training; and/or,

movement to day shift at the employee's request.

#### 8.7 Payroll deduction of union dues

The employer will, on the written authority of the employee, make regular deductions of union dues and disburse them to the respective unions party to this Award.

### **9. Job Models**

#### 9.1 Principles of Job Model -

9.1.1 Employees will be slotted into a job model level following an audit of their skills.

Employees may, in cases of doubt, be slotted on a "probation" basis for six months. At the end of six months, their slotted position is confirmed or they return to their previous level.

- 9.1.2 There will be an appeal to a sub-committee consisting of the employee, the trainer, an appropriate supervisor and, if needed, a member of the Consultative Committee. This sub-committee makes a recommendation to management. Failing settlement, the award grievance procedure applies.
- 9.1.3 The initial slotting requires people to flexibly use the full range of their existing skills and undertake training as required by the Company in areas where they have currently not been trained up to that level.
- 9.1.4 Any person not wishing to participate to this extent will be regarded as a "stopper" and will retain their existing rate and bonus. "Stoppers" will still be required to work with sufficient flexibility to allow others to be trained.
- 9.1.5 Changes to Job Model - The job model and payments attached may be altered by agreement between the parties to take advantage of opportunities for increased flexibility and career development as they arise.

Any changes will be subject to relevant wage fixing limits set by the Industrial Relations Commission of New South Wales.

## PART B

### MONETARY RATES

**Adult Basic Wage: \$121.40 per week**

**Table 1 - Rates of Pay (inclusive of basic wage)**

Column A - to apply from the first full pay period commencing on or after 1st September 2005.

Column B - to apply from the first full pay period commencing on or after 1st March, 2006.

Column C - to apply from the first full pay period commencing on or after 1st September, 2006.

Column D - to apply from the first full pay period commencing on or after 1st September, 2007.

Classification	A \$	B \$	C \$	D \$
Technician				
Entry	682.70	689.50	717.10	745.80
Level 1	709.60	716.70	745.40	775.20
Level 2	736.40	743.80	773.60	804.50
Level 3	776.80	784.60	816.00	848.60
Level 4	808.70	816.80	849.50	883.50
Level 5	842.20	850.60	884.60	920.00
Shift Co-ordinator	715.60	722.80	751.70	781.80
Ropemaker				
Entry	564.90	570.50	593.30	617.00
Level 1A	591.20	597.10	621.00	645.80
Level 1	608.70	614.80	639.40	665.00
Level 2	633.40	639.70	665.30	691.90
Level 3	651.70	658.20	684.50	711.90
Level 4	699.40	706.40	734.70	764.10
Electrical Tradesperson				
Entry	700.90	707.90	736.20	765.60
Level 1	717.00	724.20	753.20	783.30
Level 2	742.80	750.20	780.20	811.40
Level 3	777.90	785.70	817.10	849.80

Level 4	814.90	823.00	855.90	890.10
Level 5	838.20	846.60	880.50	915.70
Engineering Tradesperson				
Entry	682.70	689.50	717.10	745.80
Level 1	701.70	708.70	737.00	766.50
Level 2	719.20	726.40	755.50	785.70
Level 3	752.80	760.30	790.70	822.30
Level 4	784.40	792.20	823.90	856.90
Level 5	819.80	828.00	861.10	895.50
Engineering Assistant				
Level 1	573.90	579.60	602.80	626.90
Level 2	616.00	622.20	647.10	673.00
Level 3	640.50	646.90	672.80	699.70
Reel Shop				
Co-ordinator	776.40	784.20	815.60	848.20
Carpenter				
Entry	684.10	690.90	718.50	747.20
Level 1	702.30	709.30	737.70	767.20
Level 2	754.90	762.40	792.90	824.60
Reelmaker				
Entry	577.30	583.10	606.40	630.70
Level 1	583.00	588.80	612.40	636.90
Level 2	603.10	609.10	633.50	658.80
Level 3	622.50	628.70	653.80	680.00

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	A \$	B \$	C \$	D \$
1	3.4.1	Tool Allowance, Engineering Trades and Technicians	12.40		12.80	13.20
2	3.4.1	Tool Allowance, Carpenters	22.70		23.40	24.10
3	3.4.2	Licence Allowance, Electricians	29.60		30.50	31.40
4	3.4.3a	Shift Allowance, Regular Weekly Changes - day night afternoon	67.20	67.90	70.60	73.40
5	3.4.3a	Shift Allowance, less than 1/3 on day work	44.80	45.20	47.00	48.90
6	3.4.3b	Shift Allowance, day shift, night shift	67.20	67.90	70.60	73.40
7	3.4.3b	Shift Allowance, day shift, afternoon shift	57.20	57.80	60.10	62.50
8	3.4.3c	Shift Allowance,				
		Night Afternoon	89.40	90.30	93.90	97.70
		Night only	89.40	90.30	93.90	97.70
		Afternoon only	89.40	90.30	93.90	97.70
9	3.4.3d	Shift allowance per shift for any afternoon or night shift not in items 4 - 8 (Not paid in respect of any day shift)	27.00	27.30	28.40	29.50
10	3.4.4	Group Leader Allowance	33.10	33.40	34.70	36.10
11	4.2.3 d & g	Overtime meal Allowance	9.70		CPI	CPI

## APPENDIX 1

### ONESTEEL ROPES PERFORMANCE RECOGNITION PAYMENTS SCHEME

1. Nature of Agreement and Parties to Agreement - This agreement provides for a system of quarterly business performance improvement recognition payments.

The parties to this agreement are:

OneSteel Ropes;

The AWU, New South Wales Branch;

the Electrical Trades Union of Australia, New South Wales Branch;

the Construction, Forestry, Mining and Energy Union (New South Wales Branch);

the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

2. The Purpose of the Agreement - The parties acknowledge that OneSteel Ropes can remain competitive and support improving financial benefits only through constantly improving business performance.

Therefore, it is the purpose of the agreement to:

assist in achieving Critical Business Plan Objectives. To this end, the parties commit themselves to co-operating in efforts to achieve lower operating costs, improved quality, improved delivery performance and increased productivity. All of these will contribute to improved business performance and job security; recognise the contribution of employees to improved performance as it occurs.

3. Required Actions - Actions which the parties agree to co-operate to implement include, but are not limited to:

ongoing review of work organisation to maximise flexibility, efficiency and continuity of operations;

training to meet business and personal needs;

participate and co-operate in improvement activities;

adopt a team approach to work;

utilise skills held as required;

strictly adhere to the dispute settling procedure;

use of contractors to improve business performance;

selection and deployment based primarily on skill, preparedness to train, competence and performance.

4. Principles of the Scheme - The terms of this scheme are:

In addition to other payments, there shall be a quarterly performance recognition payment directly related to business performance improvements as indicated by performance against set targets.

The performance measures operating will be based and focused on specific targets identified in the business plan and will be relevant to each Department. The specific measures will be reviewed at least annually following completion of the Business Plan for each financial year but may be reviewed more often if circumstances dictate.

There will be regular communication with employees and written reports/charts will be updated and displayed on notice boards/score boards to communicate performance against targets.

Payments under the scheme will be made at the end of each quarter, based on performance against outcome against the targets and will be calculated as a percentage of each employee's gross earnings for the quarter.

For the purpose of calculating payments under this scheme, gross earnings shall be defined as award rates, bonus, overtime payments, shift allowances and payments for periods of leave in that quarter.

Payments of up to 4.5 per cent of quarterly gross earnings will be made for attainment of reasonably achievable performance targets; these payments can reach 5.5 per cent in any quarter for achievement of exceptional levels of performance.

There shall be provision to "top-up" payment to the 4.5 per cent reasonably achievable level in the final quarter of each year, should the payments made for the individual quarters not reflect the full year's performance.

In the event of a catastrophe (such as a major fire) which occurs after targets have been set for the quarter, there will be a review of the targets so they remain reasonably achievable, notwithstanding the effects of the catastrophe.

5. Eligibility for Payment - Quarterly payments will be made to employees of OneSteel Ropes in full-time employment on the Company's payroll at the end of each payment quarter.

Participation in the end of year "top-up" arrangement should, if necessary, be applied to those employees on the Company's payroll at the end of the period of operation of each set of measures and targets applying under the scheme.

In addition, full-time employees who leave during the business quarter, other than those dismissed, will be eligible to participate in the scheme for that quarter on a pro rata basis. Only those employees who leave during the final quarter will be eligible for any "top-up" payment for that year.

Employees shall not have included in their gross earnings, payments in respect of absences on workers' compensation when not in receipt of accident pay, termination payments and performance recognition payments paid during the quarter but related to a previous quarter.

6. Consultation and Review Mechanism - The operation of this scheme, its performance measures and associated payments will be monitored and reviewed by the OneSteel Ropes Consultative Committee or any agreed alternative. The purpose of this review shall be to:

assess the extent to which the scheme is achieving its objectives;

identify problems and develop, recommend and implement (where possible) corrective actions.

Issues arising associated with the introduction or operation of this scheme will be progressed to conclusion in an orderly manner following the agreed dispute settling procedure.

R. W. HARRISON *D.P.*

(613)

**SERIAL C3979****ONESTEEL MANUFACTURING PTY LTD NEWCASTLE  
ROD AND BAR AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by OneSteel Manufacturing Pty Ltd.

(No. IRC 4232 of 2005)

Before The Honourable Mr Deputy President Harrison

17 August 2005

**AWARD****Arrangement****PART A**

Clause No.	Subject Matter
1.	Basic Wage
2.	Rates of Pay
3.	Tool Allowance
4.	Leading Hands
5.	Special Rates
6.	Disability Rates
7.	Hours of duty
8.	Shift Work Allowances for Shift Workers
9.	Saturday Rates for Shift Workers
10.	Night Work for Day Workers and Day Shift Workers
11.	Transfer of Day Workers from Day Work to Shift Work
12.	Transfer of Shift Workers
13.	Overtime
13A.	Payment for Training
14.	Requirements to Work in Accordance with the Needs of the Industry
15.	Holidays
16.	Sunday and Holiday Rates
17.	Shift Workers Whose Ordinary Working Period Includes Sundays and Holidays as Ordinary Working Time
18.	Maximum Payment
19.	Employees Presenting Themselves for Work and Not required
20.	Junior Labour - Unapprenticed
21.	Sick Pay
21A.	State Personal/Carer's Leave Case - August 1996
22.	Annual Leave
23.	Days Added to Period of Annual Leave
24.	Long Service Leave
25.	Jury Service
26.	Compassionate Leave
27.	Contract of Employment
28.	Automation
29.	Redundancy
30.	Retention of Rate

31. Definitions
32. Time and Payment of Wages
33. Union Delegates
34. Payroll Deduction of Union Dues
35. Procedures for Resolving Claims, Issues and Disputes
36. Apprentices
37. Enterprise Arrangements and Award Changes
38. Performance Payment Scheme
39. Supplementary Labour Rates of Pay
40. Transition Arrangements for Retiring Shiftworkers
41. Flexible Remuneration
42. Parental Leave
43. Wage Support For Extended Periods of Illness or Injury
44. Superannuation - Choice of Fund
44. No Extra Claims
45. Commitment to Ongoing Business Improvement
46. Area, Incidence and Duration

## PART B

### MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

Appendix 1 - Payment for Training

Appendix 2 - Performance Payment Scheme

## PART A

### 1. Basic Wage

This award, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage as set out in Part B, Monetary Rates

### 2. Rates of Pay

- (a) Adult employees: The minimum award rate of pay of any classification is subject to the other provisions of this award as set out in Table 1 - Wages, of Part B, Monetary Rates:
- (b) Junior Employees - Unapprenticed - The minimum rate of pay shall, subject to the other provisions of this award be the following percentages of the 38-hour weekly wage for the classification "Labourer" appearing under the heading Table 1 - Wages, of the said Part B calculated to the nearest 10 cents any broken part of 10 cents, not exceeding 5 cents being disregarded.

Junior Employees - Unapprenticed Age	%
Under 17 years of age	45
At 17 and under 18 years of age	65
At 18 years and over	100

- (c) In addition to the minimum rates prescribed by this clause employees receive payments pursuant to the applicable bonus scheme.

### 3. Tool Allowance

- (a) Tradespersons referred to below, shall be paid as set out in Item 1 of the said Table 2 for supplying and maintaining tools ordinarily required in their performance of their work as tradespersons.

This allowance shall be paid for all purposes of this award.

- (b) Tool allowance shall apply to apprentices as set out in Item 2 of Table 2

This allowance shall be paid for all purposes of this award.

- (c) Where it is the practice as at 5th November, 1979, for the Company to provide all tools ordinarily required by mechanical tradespersons in the performance of their work, the Company may continue that practice and in that event the allowance prescribed in paragraph (a) hereof shall not apply to such tradespersons.

- (d) Where it was the practice as at 14 December 1979 for the Company to provide all tools ordinary required by an apprentice in the performance of their work the Company may continue that practice and in that event the allowance prescribed in paragraph (b) hereof shall not apply to such apprentices.

- (e) Notwithstanding paragraphs (a) and (b) hereof, an employer shall provide for the use of tradespersons all necessary power tools, special purpose tools, precision measuring instruments and for sheet metal workers, snips used in the cutting of stainless steel, monel metal and similar hard metals.

- (f) Tradespersons and apprentices shall replace or pay for any tools supplied by their employer that are lost through their negligence.

- (g) The Company shall make available for the use of tradespersons listed below such tools which they may be required to use to enable them to perform the work other than those contained in the list of tools which each tradesperson is required to provide for as set out in Industrial Commission Matters Nos. 205 and 319 of 1951 and 323 and 373 of 1952 and hereunder marked with the exhibit number set opposite each tradesperson classification:

Electrical Tradespersons

Exhibit Nos. 43&44

### 4. Leading Hands

Except where otherwise specifically provided for, employees appointed by the Company as leading hands shall be paid additional amounts as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

Column A - to apply from the first full pay period commencing on or after 1st September 2005.

Column B - to apply from the first full pay period commencing on or after 1st March, 2006.

Column C - to apply from the first full pay period commencing on or after 1st September, 2006.

Column D - to apply from the first full pay period commencing on or after 1st September, 2007.

### 5. Special Rates

In addition to the rates of pay prescribed in clause 2, Rates of Pay, the following special rates will apply:

- (i) Mechanical and electrical tradespersons and maintenance non trades employees:
- (a) Pressure welding certificates - Tradespersons required to obtain and use Department of Industrial Relations Pressure Welding certificates shall be paid as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- (b) Electrical Trades Licences - An additional amount shall be paid per 38 hour week to an employee employed and working as an electrical tradesperson possessing the New South Wales Electrical Mechanics Licence issued by the appropriate Authority, as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.:
- (c) Scaffolder's Licence- An employee who holds a Certificate of Competency under the *Construction Safety Act, 1912*, and who is required to obtain and use a Certificate of Competency as a Scaffolder under the Act shall, upon obtaining and using such certificate be paid as set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

These allowances are not cumulative.

## 6. Disability Rates

In addition to the rates prescribed in clause 2, the following disability rates will apply:

- (i) General:
  - (a) Hot Places - Electrical and mechanical tradespersons and maintenance non trades employees working for more than one hour on the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius & in places where the temperature exceeds 54 degrees Celsius shall be paid as set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. Where work continues for more than two hours in a temperature exceeding 54 degrees Celsius employees shall be entitled also to twenty minutes rest after every two hours' work without deduction of pay. The temperature shall be decided by the supervisor of the work after consultation with the employees who claim the extra rate.
  - (b) Hot Work (For employees other than Crane Drivers and Front End Loader Drivers).- shall receive an allowance as set out in Item 8 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
    - (1) Mill Furnaces - employees employed in connection with demolition of Mill Furnaces.Hot work is done in places where the temperature raised by artificial means is above 49 degrees Celsius.
  - (c) Wet Places - Employees required to work in wet places where the depth of the water is such that the top of the hip boots supplied by the Company do not afford protection shall be paid an additional allowance as set out in Item 9 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
  - (d) Wet Work - Mechanical tradespersons and maintenance non trade employees working in any place where their clothing or boots become saturated, whether by water, oil or otherwise shall receive an allowance as set out in Item 10 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates provided that this rate shall not be payable to an employee who is provided by the Company with protective clothing and/or footwear. Provided further, that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as they are required to work in wet clothing or boots.
  - (e) Dirty Work - Mechanical and electrical tradespersons and maintenance non trade employees engaged in work other than ship repair work which a supervisor and employee shall agree is of an unusually dirty or offensive nature shall receive an allowance as set out in Item 11 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. In case of disagreement between the supervisor and employee or shop steward on the employee's behalf shall be entitled, within twenty-four hours to ask for a decision on the employee's claim by the Company's industrial officers. In such case a decision shall be given with forty-eight hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next ordinary working day) or else the said allowance shall be paid. Any dispute arising under this

subclause as to whether the work is of an unusually dirty or offensive nature shall be determined pursuant to the *Industrial Relations Act*, 1996.

- (f) Confined Spaces - Mechanical and electrical tradespersons and maintenance non trade employees working in confined spaces (as defined) shall receive an allowance as set out in Item 12 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

For the purpose of this clause "confined space" means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or cramped position or without proper ventilation and subject thereto shall include such space:

in other cases - inside boilers, steam drums, mud drums, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers.

- (g) Height Money - Mechanical tradespersons and maintenance non trade employees other than riggers and splicers engaged in the construction, erection, repair and/or maintenance of ships, steel frame buildings, bridges, gasometers or other structures at a height of 15 metres or more directly above the nearest horizontal plain shall receive an allowance as set out in Item 13 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (h) Oil Tanks - Mechanical tradespersons and maintenance non trade employees working on repairs in oil tanks shall receive an allowance as set out in Item 14 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. provided that if an employee is so engaged for more than half of one day or shift they shall be paid the prescribed allowance for the whole day or shift.
- (i) Explosive Power Tools - Employees required to use explosive powered tools shall receive an allowance as set out in Item 15 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (j) Slag Wool - Mechanical tradespersons and maintenance non-trades persons handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise shall when employed on ship repairing or on construction, repair or demolition of furnaces, walls, floors, and/or ceilings, shall receive an allowance as set out in Item 16 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (k) Demolition - Employees engaged inside stacks on the demolition of brickwork shall receive an allowance as set out in Item 17 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (l) An employee when painting internal surfaces of salt water pipe line shall receive an allowance as set out in Item 18 Disability Rates of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (m) Smoke Boxes, etc. - Mechanical tradespersons or maintenance non trades employees working on repairs to the smoke box uptake, funnel, flue, furnace or combustion chamber of marine type boilers, or on repairs to smoke boxes, fire boxes, furnaces or flues of other types of boilers shall receive an allowance as set out in Item 19 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- (ii) Electrical tradespersons:

- (a) High Places -

- (1) Electrical tradespersons engaged in the construction, erection, repair and/or maintenance of steel frame buildings, bridges, gasometers or other structures at a height of 15 metres or more directly above a substantial level surface shall receive an allowance as set out in Item 20 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- (2) Electrical tradespersons working on a building or structure in a bosun's chair or swinging scaffold at a height of 15 metres or more directly above a substantial level surface shall receive an allowance as set out in Item 21 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

(b) Toxic Substances -

- (1) Electrical tradespersons required to use toxic substances shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.
- (2) Electrical tradespersons using such materials will be provide with and shall use all safeguards as are required by the appropriate Government Authority.
- (3) Electrical Tradespersons using toxic substances or materials of a like nature, where such substances or materials are used in quantities of 0.5 kg or over, shall receive an allowance as set out in Item 22 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

Electrical tradespersons working in close proximity to employees so engaged so as to be affected by the use of such substances or materials shall receive an allowance as set out in Item 22 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- (4) For the purpose of this subclause toxic substances shall include epoxy based materials or materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

(iii) Maintenance non trades employees:

- (a) Spray Painting - An employee engaged on all spray painting carried out in other than a properly constructed booth, approved by the Department of Industrial Relations, shall receive an allowance as set out in Item 23 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

(b) Obnoxious Substances:

- (1) An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall receive an allowance as set out in Item 24 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates..
- (2) In addition, an employee applying such material in buildings which are normally air conditioned shall receive an allowance as set out in Item 25 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. for any time worked when the air conditioning plant is not operating.
- (3) When there is an absence of adequate natural ventilation the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the appropriate Government authority.
- (4) Employees working in close proximity to employees so engaged shall receive an allowance as set out in Item 26 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (5) For the purpose of this clause all materials which include or required the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

(iv) Rates not Subject to Penalty Additions

The disability rates herein prescribed shall be paid irrespective of the times at which work is performed and shall not be subject to any premium or penalty additions.

(v) Disability Rates Not Cumulative

Where more than one of the disabilities entitling an employee to extra rates exist on the same job, the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing: Provided that this subclause shall not apply to confined spaces, dirty work, height money, hot places or wet places, the rates for which are cumulative.

## 7. Hours of Duty

(i) Full-time 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:

(a) twelve during any consecutive twenty-four hours; or

(b) 152 in twenty-eight consecutive days

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

(ii) Part-time Employees

Ordinary working hours shall be an average less than thirty-eight hours per week over the full cycle of the relevant work roster as agreed and set out in writing between the employee and the Company.

(iii) Day Workers -

(a) Ordinary working hours shall be worked Monday to Friday, inclusive, between the hours of 6.00 am and 6.00 pm each day. Provided that Day Workers may commence their ordinary hours prior to 6.00 am if agreement has been reached between the Company and the employees, and relevant union.

(b) Each day, Monday to Friday, inclusive, thirty minutes between the hours of 10.00 am and 2.30 pm shall be allowed to day workers for a meal.

(iv) Shift Workers -

Twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked. In the case of 12 hour shift systems, two twenty minute crib breaks will be taken approximately 4 hours apart. Each crib break will be taken in accordance with the needs of the operation and will be counted as time worked.

(v) 38 Hour Week Rostered Days Off (RDOs) -

The method of taking RDOs in a department or section of a department may be varied by agreement subject to the following:

(a) Arrangements must be in accordance with the operational and service needs of the department.

(b) A maximum of five RDOs can be accrued and taken at any one time.

(c) Where an employee elects to accrue an RDO, no payment will apply for the designated day and single time payment will apply when the employee takes the RDO.

- (d) Employees required to work on an RDO and who does not elect to accrue the RDO in accordance with subclause (v) (c) above will be paid the appropriate rate in accordance with clause 13, Overtime.

### 8. Shift Work Allowances for Shift Workers

- (i) Subject as in the award otherwise provided, shift workers shall be paid, in addition to the rates payable under this award, shift work allowance as follows:

Column A - to apply from the first full pay period commencing on or after 1st September 2005.

Column B - to apply from the first full pay period commencing on or after 1st March, 2006.

Column C - to apply from the first full pay period commencing on or after 1st September, 2006.

Column D - to apply from the first full pay period commencing on or after 1st September, 2007.

- (a) Shift Workers whilst working rotating shift (day shift, afternoon shift, night shift), with regular weekly changes - at the rate specified below per 38 hour week, as set out in Item 27 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates in respect of all shifts worked.

Provided that each such rotating shift worker so engaged under a roster system which does not provide at least one-third of their working time in a full cycle of the roster being on day shift, shall be paid an additional amount as set out in Item 28 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. per 38 hour week, in respect of each of any number of afternoon and/or night shifts more than two-thirds of their working time in the roster worked by the employee:

Provided further that working time on day shift shall if necessary, include shifts rostered off on day shift not exceeding an average over the full cycle of the roster of one per 38 hour week.

- (b) Shift workers whilst working shift work which involves regular weekly changes as set out in Item 29 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.:
- (c) Adult shift workers whilst working shift work on shift systems as set out in Item 30 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

(1) night shift, afternoon shift;

(2) night shift only;

(3) afternoon shift only;

per 38 hour week.

- (d) Shift workers who work any afternoon or night shift other than under the shift systems set out on paragraphs (a), (b), and (d) of this subclause, and are not paid in respect of any day shift worked shall be paid as set out in Item 31 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

for each afternoon or night shift worked.

- (ii) "Night Shift" means any shift finishing subsequent to midnight and at or before 8 am, or in the case of 12 hour shift system, subsequent to 8 pm. and at or before 8 am.

### 9. Saturday Rates for Shift Workers

Shift workers for their ordinary shift performed on Saturday shall be paid at the rate of time and one half.

### 10. Night Work for Day Workers and Day Shift Workers

- (i) Subject to clause 18, Maximum Payment, of this award, but otherwise not withstanding anything contained herein:
- (a) a day worker is required in lieu of ordinary day work,  
or
- (b) a day shift worker who is required in lieu of a day shift on which they would ordinarily be rostered,  
to work at night for periods of not less than eight hours or less than five consecutive nights or on less than four consecutive nights when the fifth night is their 38 hour week rostered off night shall be paid at the rate of time and one half of the ordinary rate of pay under clause 2, Rates of Pay, of this award except:
- (c) on Saturdays, Sundays, 38 hour week rostered days and holidays; and
- (d) in respect of any night in respect of which they have not been given at least 48 hours' notice,  
when the employee shall be paid at overtime rates for day workers. No shift allowance is payable in respect of night work under this clause.
- (ii) In this clause "night" means any hours between 4 pm. and 8 am., or in the case of 12 hour shift system, between 8 pm and 8 am, and "day shift worker" means a shift worker employed on a shift system involving day shift only.

### 11. Transfer of Day Workers from Day Work to Shift Work

Day workers may be employed as and become shift workers for a period of not less than five shifts or not less than four shifts when the fifth shift is their 38 hour week rostered day off shift and paid accordingly.

Provided that an employee shall be paid at overtime rates for any shift upon which they have not been given at least 48 hours' notice.

### 12. Transfer of Shift Workers

A shift worker who is required to work on a shift other than the shift on which they would ordinarily be rostered shall be paid at overtime rates for any such shift in respect of which they have not been given at least 48 hours' notice. This provision shall not apply when the employee reverts to the shift on which they would ordinarily have been rostered.

### 13. Overtime

- (i) Day Workers - Day workers for all time worked in excess of or outside the ordinary working hours and times prescribed by this award shall be paid at the rate of time and one half for the first two hours and at the rate of double time thereafter.
- (ii) Shift Workers - Shift workers for all time worked -
- (a) in excess of the ordinary shift hours prescribed by this award; or
- (b) on more than eleven shifts in twelve consecutive days; or
- (c) on a rostered shift off; or
- (d) in excess of five-and-one-half hours without a crib break;

shall be paid at the rate of time and one half for the first two hours and at the rate of double time thereafter.

This subclause shall not apply when the time worked -

- (1) by arrangement between the employees themselves; or
- (2) for the purpose of effecting the customary rotation of shifts.

(iii) General -

- (a) When overtime is necessary it shall, wherever reasonably practical, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least eight consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Company such an employee resumes or continues working without having had such eight consecutive hours off they shall be paid at double rates until they are released from duty for such period and then shall be entitled to be absent until they have had eight consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence. Where immediately after taking an eight-hour rest period pursuant to this subclause, an employee is required to report for work at other than their ordinary day or shift commencing time and reasonable means of transport are not available to them, the Company shall convey them or supply them with conveyance to the works.
- (b) A day worker, required to work on a Saturday, Sunday, a 38 hour week rostered day off or holiday, or a Monday to Saturday shift worker is required to work on a Sunday, a 38 hour week rostered day off or a holiday shall be paid for a minimum of four hours' work.

Provided that an employee recalled from their home to work overtime shall be paid for a minimum of four hours' work.

Where the actual time worked is of shorter duration than the applicable minimum specified in this paragraph, the working period shall not be regarded as overtime for the purpose of paragraph (a) in this subclause.

- (c) A fraction of a tenth of an hour overtime shall count as 3 tenths of an hour if more than five minutes thereof have been worked.
- (d) Where an employee working overtime finishes work at a time when reasonable means of transport are not available to them the Company shall -
  - (1) within a reasonable time convey them or supply them with conveyance to -
    - (A) a reasonable distance from the employee's home; or
    - (B) a place to which they usually travel by public conveyance when returning home from work; or
    - (C) a place from which they can, within a reasonable time, obtain public conveyance to a reasonable distance from their home or the place to which they usually travel by public conveyance when returning home from work; or
  - (2) pay the employee their current rate of pay for the time reasonably occupied on reaching their home.

- (e) If an employee, pursuant to notice, has provided a meal and is not required to work overtime or is required to work for less than one-and-a-half hours they shall be recompensed suitably for the meal which they have provided but which is surplus.
- (f) An employee required to continue at work on overtime for more than one-and-a-half hours after their ordinary ceasing time without having been notified before leaving their work on the previous day that they would be required to work overtime shall, at the employee's option:
  - (1) be provided, free of cost, with a suitable meal and another meal for each subsequent meal break into which the work extends; or,
  - (2) be paid the amount as set out in Item 32 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (g) An employee who is recalled to work from their home to work overtime shall, at the employee's option:
  - (1) be provided, free of cost, with a suitable meal for each normal meal break falling during the overtime for which they were called out; or
  - (2) be paid the amount as set out in Item 33 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iv) For the purpose of this clause a recall from home to work overtime takes place when an employee is notified at home of the requirement to return to work.

### **13A. Payment for Training**

The Parties have had discussions about appropriate payments for employees undertaking training and have agreed to the arrangements set out in Appendix 1.

### **14. Requirements to Work in Accordance With the Needs of the Industry**

- (i) For the purpose of meeting the needs of the industry the Company may require an employee to work reasonable overtime, including work on Sunday and a holiday, at the rate prescribed by this award and, unless reasonable excuse exists, the employee shall work in accordance with such requirement.
- (ii) Subject to clause 11, Transfer of Day Workers from Day Work to Shift Work, and clause 12, Transfer of Shift Workers, of this award, for the purpose of meeting the needs of the industry, the Company may require any employee to transfer from one system to another system of work prescribed in this award at the rate applicable thereto, and unless reasonable cause exists, an employee shall transfer in accordance with such requirement.

### **15. Holidays**

- (i) The days on which New Year's Day, Australia Day, Good Friday, the Saturday following Good Friday, Easter Monday, Anzac Day, the local Eight Hour Day, Queen's Birthday, Christmas Day and Boxing Day are observed and special days appointed by proclamation as public holidays throughout the State shall be holidays and day workers and Monday to Saturday shift workers not required to work on a holiday shall be paid for the holiday at the ordinary rates of pay under clause 2, Rates of Pay, clause 3 Tool Allowance, clause 4 Leading Hands, clause 5, Special Rates and clause 35, Apprentices of this award.
- (ii) In addition to payments outlined in (i) above, employees shall also be paid bonus under the applicable bonus scheme.
- (iii) In addition to the public holidays prescribed in subclause (i) of this clause, one additional public holiday shall apply to an employee on weekly hire on a day mutually agreed between the parties, or failing agreement as determined by the Industrial Relations Commission of New South Wales.

- (iv) This provision for payment does not apply to:
- (a) employees whose rostered shift falls on a holiday (subject to the provisions of paragraph (b) of subclause (ii) of clause 23, Days Added to the Period of Annual Leave of this Award).
  - (b) employees absent without leave or reasonable excuse on the working day preceding or the working day succeeding a holiday.

#### **16. Sunday and Holiday Rates**

Employees shall be paid at the rate of double time for all work done on Sundays and at the rate of double time and one half for all work done on the holidays prescribed by this award.

#### **17. Shift Workers Whose Ordinary Working Period Includes Sundays and Holidays as Ordinary Working Days**

No working period shall include Sundays and holidays as ordinary working days except shift workers at -

- (a) No. 2 Bar Mill;
- (b) Rod Mill;
- (c) Central Roll Shop; and the following shift workers performing the following functions -
- (d) in all mills - heaters, assistant heaters, ashmen;
- (e) Employees required for repairs, alterations and/or renewals;
- (f) Such labour as is necessarily incidental to the above (a) to (e).

#### **18. Maximum Payment**

- (i) Shift allowances and disability rates shall not be subject to any premium or penalty additions.
- (ii) All rates prescribed by this award shall not exceed double the rate prescribed by:
  - (a) clause 2, Rates of Pay;
  - (b) clause 3, Tool Allowance;
  - (c) clause 4, Leading Hands;
  - (d) clause 5, Special Rates; and,
  - (e) clause 35, Apprentices

provided that this subclause shall not apply to any excess due to payments arising from;

- (f) clause 6, Disability Rates ;
- (g) clause 8, Shift Work Allowances for Shift Workers; or
- (h) clause 16, Sunday and Holiday Rates (in respect of work done on holidays).

#### **19. Employees Presenting Themselves for Work and Not Required**

Subject to the provisions of clause 27, Contract of Employment, of this award, an employee who presents for ordinary work and without notice is instructed that they will not be required, shall be paid at least four hours' pay.

**20. Junior Labour - Unapprenticed**

- (i) Junior Labour may be employed at work suitable for juniors according to their age.
- (ii) In cases where a junior is capable of performing and does work which ordinarily is not regarded as suitable for a person under the age of 18 years they shall be paid the adult rate whilst so engaged.
- (iii) No junior under the age of 18 years may be required to work overtime unless they are willing to do so.
- (iv) An unapprenticed junior required to work under circumstances which would entitle an adult to payment under clause 5, Special Rates and clause 6, Disability Rates of this award, shall be allowed the same addition as the adult.
- (v) Every unapprenticed junior shall give at least a fortnight's notice of their change of year of age.

**21. Sick Pay**

- (i) An employee who is unable to attend for duty during their ordinary working hours by reason of personal illness or personal incapacity not due to their own serious and wilful misconduct shall be entitled to be paid at ordinary time rates of pay and in addition the bonus payment which would have been payable if they had attended for duty, for the time of such non-attendance subject to the following:
  - (a) the employee shall not be entitled to be paid leave of absence for any period in respect of which they are entitled to workers' compensation;
  - (b) the employee shall, within twenty-four hours of the commencement of such absence, inform the Company of their inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of the same;
  - (c) the employee shall prove to the satisfaction of the Company, or, in the event of a dispute, the Industrial Relations Commission of New South Wales, that they are or were unable, on account of such illness or incapacity, to attend for duty on the day or days for which payment under this clause is claimed;
  - (d) the employee shall not be entitled in respect of any year of continued employment to sick pay for more than the number of ordinary working hours specified in paragraph (e) of this subclause. Any period of paid sick leave allowed by the Company to an employee in any such year shall be deducted from the period of sick leave which may be allowed or may be carried forward under this award in or in respect of the earliest year of employment for which the employee has an accumulated or accrued right;
  - (e) the number of ordinary working hours referred to in paragraph (d) of this subclause shall be:
    - (1) in the case of an employee with less than 1 year's continued employment: 40
    - (2) in the case of an employee with 1 or more year's continued employment but less than ten year's continued employment: 64
    - (3) in the case of an employee with 10 or more year's continued employment: 80
- (ii)
  - (a) The rights under this clause shall accumulate from year to year so long as the employment continues with the Company, whether under this or any award, so that any part of the number of ordinary working hours specified in paragraph (e) of subclause (i), of this clause, which has not been allowed in any year may be claimed by the employee and shall be allowed by the Company, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment. Any rights which accumulate pursuant to this subclause shall be available as follows:

- (1) to any employee entering employment of the Company on or after 1st January 1986 - for a period of 16 years, but for no longer, from the end of the year in which they accrued;
- (2) to any employee who entered their current employment with the Company before 1st January 1986 -
  - (A) during the period between the 18th and 31st December 1985 for a period of 14 years, but for no longer, from the end of the year in which they accrued;
  - (B) during the transition year - for a period of 15 years but no longer, from the end of the year in which they accrued;
  - (C) during the first year of employment immediately following the transition year - for a period of 16 years, but for no longer, from the end of the year in which they accrued.
- (b) For the purposes of this subclause "transition year" shall mean in respect of an employee whose current employment with the Company commenced before 1st January 1986, the year of their employment which commenced during 1986.
- (iii) In the case of an employee who otherwise is entitled to payment under this clause but who, at the time of the absence concerned, has not given three months' continuous service in their current employment with the Company, the right to receive payment shall not arise until they have given such service.
- (iv) For the purpose of this clause continuous service shall be deemed not to have been broken by -
  - (a) any absence from work on leave granted by the Company; or
  - (b) any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case be upon the employee;

provided that at any time so lost shall not be taken into account in computing the qualifying period of three months.
- (v) Service before the date of coming into force of this award shall be counted as service for the purpose of qualifying thereunder.
- (vi) In this clause "ordinary working hours" shall include working hours on shifts known as compulsory roster shifts, ring roster shifts or 21st shifts which are paid overtime rates.

#### **21A. State Personal/Carer's Leave Case - August 1996**

- (i) Use of Sick Leave
  - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 21, Sick Pay, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
  - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
  - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
    - (1) the employee being responsible for the care of the person concerned; and

(2) the person concerned being:

a spouse of the employee; or

a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

- 1 'relative' means a person related by blood, marriage or affinity;
- 2 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
- 3 'household' means a family group living in the same domestic dwelling.

(d) An employee shall, whether practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purpose

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of people set out in the subparagraph (2) of paragraph (c) of subclause (1) who is ill.

(iii) Annual Leave

(a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

(b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

(c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(iv) Time Off in Lieu of Payment for Overtime

(a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

(b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
  - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
  - (b) An employee on shift work may elect, with the consent of the employer, to work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (vi) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
  - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
  - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
  - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

## 22. Annual Leave

- (i) Day Workers and Monday to Saturday Shift Workers:
- For annual leave provisions see *Annual Holidays Act, 1944* (NSW).
- (ii) Shift workers under clause 17, Shift Workers Whose Working Period Includes Sundays and Public Holidays as Ordinary Working Days, of this award:
- (a) In addition to the benefits provided by section 3 of the *Annual Holidays Act, 1944* (NSW), with regard to an annual holiday of four weeks, and employee who, during the year of their employment with the Company with respect to which they become entitled to the said annual holiday of four weeks, gives service to the Company as a seven-day shift worker under the said clause 17, shall be entitled to the additional leave as hereunder specified:
    - (1) if during the year of their employment they have served the Company continuously as such seven-day shift worker the additional leave with respect to that year shall be one week;
    - (2) subject to subparagraph (4), of this paragraph, if during the year of their employment, they have served for only portion of it as such seven-day shift worker the additional leave shall be one day for every thirty-three ordinary shifts worked as a seven-day shift worker;
    - (3) subject to subparagraph (4), an employee shall be paid for such additional leave at the annual leave rate of pay, for the number of ordinary hours of work which such employees

would have been rostered for duty during the period of additional leave had such employee not been on such additional leave;

- (4) where the additional leave calculated under this subclause is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only;
  - (5) in this clause reference to one week and one day shall include holidays and non-working days.
- (b) Where the employment of a worker has been terminated and they thereby becomes entitled under section 4 of the *Annual Holidays Act, 1944* (NSW), to payment in lieu of an annual holiday with respect to a period of employment, they also shall be entitled to an additional payment of three and one half hours at the annual leave rate of pay with respect to each twenty-one shifts or service as such period of employment.
  - (c) A seven-day shift worker under this subclause shall be paid at the appropriate rate for any 'compulsory roster' shift, also known as a 'twenty-first' shift, which they would have worked during this period of annual leave had they not been on annual leave.
- (iii) Monday to Saturday shift workers who are regularly rostered for duty for Saturdays as ordinary working days.

In addition to the benefits provided by section 3 of the *Annual Holidays Act 1944* (NSW) with regard to an annual holiday of four weeks, an employees who is during the year of their employment with the Company with respect to which they become entitled to the said annual holiday of four weeks, gives service to the Company as a Monday to Saturday shift worker who is regularly rostered for duty on Saturdays as ordinary working days, shall be entitled to the additional leave as hereunder specified:

- (1) For every thirteen Saturdays upon which the employee worked as a ordinary shift as a Monday to Saturday Shift worker who is rostered for duty on Saturdays as ordinary working days the additional leave with respect to that year shall be one day.
  - (2) Where the additional leave calculated under this subclause is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
- (iv) All employees - Annual Leave Payment
- (a) In respect of a period of annual leave an employee shall be paid the sum of -
    - (1) the employee's award rate of pay for ordinary time at the commencement of their annual leave as prescribed by clause 2, Rates of Pay, clause 3, Tool Allowance, clause 4 Leading Hands and clause 5 Special Rates; and,
    - (2) the employee's rate of bonus payable at the commencement of their annual leave pursuant to the bonus scheme applicable to them.

plus the higher of:

    - (3) a loading of 20 percent; or,
    - (4) the shift work allowances pursuant to clause 8, Shift Work Allowances for Shift Workers, and the weekend penalty rates pursuant to clause 9, Saturday Rates for Shift Workers, and (in respect of Sundays only) clause 16, Sunday and Holiday Rates, of this award, that would have been payable to them in respect of ordinary time during the period of annual leave had they not been on annual leave.

- (b) The loading prescribed by this subclause shall apply to payment in lieu of a fully due annual holiday on termination of employment, but shall not apply to proportionate annual holiday payment on termination of employment.
- (v) Annual leave transition arrangements for employees transferring between full time and part time work shall be as prescribed in the *Industrial Relations Act, 1991*.

### 23. Days Added to the Period of Annual Leave

- (i) In the case of an employee who was, at the commencement of their annual leave or long service leave, employed as a seven-day shift worker under clause 17, Shift Workers Whose Period Includes Sundays and Holidays as Ordinary Working Days, of this award, one day shall be added to their annual leave period or long service leave period respectively, in respect of any holiday prescribed by this award which falls within the period of annual leave and long service leave to which they are entitled under this award.
- (ii) An employee who is rostered off duty on a day which is a holiday prescribed by this award and who is not required to work on that day shall:
  - (a) have one day added to their annual leave period; or
  - (b) by mutual consent, be paid, in the pay for the period in which the holiday falls, for the holiday at the rate payable pursuant to subclause (i) of clause 15, Holidays, of this award.

This subclause shall not apply when the holiday falls:

- (1) on a Saturday or Sunday except in the case of employees employed as seven-day shift workers under clause 17, Shift Workers Whose Working Period Includes Sundays and Holidays as Ordinary Working Days, of this award, or;
  - (2) on a Sunday in the case of employees employed as Monday to Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days.
- (iii) Any days added in the case of annual leave shall be paid for at the annual leave rate of pay and in the case of long service leave shall be paid for at the long service leave rate of pay.
  - (iv) Any day or days added in the case in accordance with subclauses (i) or (ii) of this clause, shall be the working day or working days immediately following the period of annual leave or long service leave respectively, to which the employee is entitled under clause 22, Annual Leave, or clause 24, Long Service Leave of this award.
  - (v) For the purpose of subclause (iv) of this clause, working days shall be:
    - (a) in the case of an employee who, at the commencement of their period of annual leave or long service leave, as the case may be, was employed as a day worker - any day of the week including a day on which the employee concerned would have been rostered off duty if they were not on annual leave or long service leave, but excluding a Saturday, a Sunday or a holiday prescribed by this award.
    - (b) in the case of an employee who, at the commencement of their period of annual leave or long service leave as the case may be, was employed as a Monday to Saturday shift worker - any day of the week other than Sunday or a holiday prescribed by this award including a day on which the employee concerned would have been rostered off duty if they were not on annual leave or long service leave.
    - (c) in the case of an employee who, at the commencement of their period of annual leave or long service leave, as the case may be, was employed as a seven-day shift worker, under the said clause 17, of this award - any day of the week including a day on which the employee concerned would have been rostered off duty if they were not on annual leave or long service leave.

- (vi) Where the employment of a worker has been terminated and they thereby becomes entitled under section 4 of the *Annual Holidays Act, 1944*, to payment in lieu of an annual holiday with respect to a period of employment they also shall be entitled to an additional payment for each day accrued to them under subclause (ii) of this clause, at the annual leave rate of pay.
- (vii) An employee who is employed as a seven-day shift worker under the said clause 17, who -
  - (a) has a day added to their annual leave or long service leave pursuant to subclauses (i) and (ii) of this clause, and
  - (b) such a day falls on a holiday prescribed by clause 15, Holidays, of this award, on which the employee would have been rostered to work an ordinary shift were it not for their entitlement to an added day,shall be paid for such day, in addition to their entitlement under subclause (iii) of this clause, at the rate prescribed by subclause (i) of the said clause 15, Holidays, of this award.

#### 24. Long Service Leave

- (i) The terms of the *Long Service Leave Act 1955* shall apply except for the provisions prescribed below:
  - (a) for all service after 1 July 2001, long service leave will accrue at the rate of 13 weeks for each 10 years of service.
  - (b) from 14th December 2001, pro-rata long service leave will be able to be accessed or will be paid out on resignation or termination of the employee, other than in circumstances of summary dismissal, after 5 years continuous service.
- (ii) The award rate (basic wage and margin) element of ordinary pay for long service leave shall be either:
  - (a) that determined in accordance with the *Long Service Leave Act 1955*; or
  - (b) that applicable to the employee at the commencement of their long service leave entitlementwhichever is the greater.
- (iii) Long service leave shall be paid at the employee's ordinary time earnings for the shift roster that the employee would have worked had it not been for the long service leave. This means whilst employees are on long service leave they will be paid their ordinary time rate of pay (award and over-award), shift & weekend penalties and compulsory rostered overtime (ie. such rostered overtime which is currently recognised for the purposes of annual leave, sick leave, superannuation, etc). Payment will also include public holidays penalties provided that the employee would have been required to work the public holiday and the period of long service leave is not subject to added days for such public holiday (eg as provided under NSW LSL Act).

To be eligible to be paid long service leave as per the shift roster, an employee must have been in a permanent shift position for a period of at least twelve months at the time of taking long service leave.
- (iv) Where payment is made in lieu of accrued long service leave such as on termination of employment, payment shall be at the employee's ordinary time rate of pay (ie excluding compulsory rostered overtime, shift and weekend penalty rates).
- (v) An employee shall be entitled to have all days which are prescribed as holidays by clause 15, Holidays, of this award treated as days appointed by the Governor a public holidays for the purpose of the application to them of section (4A) of the *Long Service Leave Act, 1955*.

## 25. Jury Service

An employee required to attend for jury service:

- (i) during their ordinary hours; or
- (ii) immediately following an ordinary night shift or immediately preceding an ordinary afternoon shift on which the employee is rostered to work and, as a result of attending jury service, is not reasonably able to report for work on the night shift or afternoon shift, as the case may be:
  - (a) shall receive the actual wage that they would have received had they worked their normal shift/s. Employees on jury service who are not empanelled and dismissed for the rest of the day must report for work.
  - (b) an employee summoned for jury duty shall notify the Company as soon as possible of the date upon which they are required to attend and shall keep the Company informed of the likely duration of their attendance.

## 26. Compassionate Leave

An employee shall, on production of acceptable proof of the death of a close relative (including a defacto spouse), be entitled to compassionate leave without deduction from ordinary wages for a period of up to three (3) days, as is reasonable in the circumstances. A period of up to 5 days may be approved where interstate travel is required. Approval of compassionate leave is the responsibility of the Mill Manager, who will use discretion depending upon the circumstances.

Compassionate leave may be taken in conjunction with other leave available under sub-clauses (ii), (iii), (iv), (v) and (vi) of clause 23A, Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

In addition to their ordinary-time work rate of pay, the employee shall be paid the amount of bonus they would have otherwise received during ordinary working hours.

Compassionate leave will not be granted if the period of leave coincides with any other period of paid leave.

## 27. Contract of Employment

- (i) Any employee not specifically engaged as a casual employee will be deemed to be employed by the week, subject to subclause (v).
- (ii) Part time employees are employees who work on a part time basis for a constant number of hours which average less than 38 per week. Part time employees receive all entitlements under the award on a pro rata basis.
- (iii) Casual employees are engaged and paid as such and their employment may be terminated upon one hour's notice. The terms and conditions of their employment are further defined by agreements in writing between the employer and employee.
- (iv) A casual employee shall be paid at the ordinary rate of pay arising from clause 2, Rates of Pay, clause 3 Tool Allowance, clause 4 Leading Hands and clause 5 Special Rates plus a loading of twenty (20) percent. This loading shall be paid in lieu of all other entitlements under this award with the exception of those arising from clause 6, Disability Rates, clause 8 Shift Work Allowance for Shift Workers, clause 9, Saturday Rates for Shift Workers, clause 13, Overtime (with respect to hours worked on any working day in excess of those outlined in the agreement giving rise to the casual employment) and clause 16, Sunday and Holiday Rates.

- (v) Employment of employees on probation for the first 12 weeks shall be from day to day at the weekly rate fixed determinable at a day's notice for the first four weeks and on a week to week basis thereafter. This probationary period shall not apply where full time or part time employment follows a period of engagement as defined in clause 39, Supplementary Labour - Rates of Pay.
- (vi) Training and grading structures have been developed in accordance with the needs of the department/Steelworks and employees are paid for completion of a level in the model relevant to their department. A level is completed only after an employee has been certificated in all the skills for the relevant level and those skills have been applied within the department.
- (vii) Participation in training for progression will be voluntary for employees in the Company employ as at 22/6/89.
- (viii) Existing employees who elect not to participate in training for progression will:
  - (a) slot into a level in a new model and receive payment in accordance with clause 30, Retention of Rate.
  - (b) train other employees in the skills the employee has acquired.
  - (c) perform alternate work to allow other employees to undertake training for progression.
- (ix) Employees commencing on or after 22/6/89 will be required to participate in training, including training for progression, in accordance with their training and grading structures.
- (x) Employees will be required to complete as much of a whole job as it safe, practical and legal.
- (xi) Employees will work flexibly and utilise certificated and non-certificated skills possessed and recognised.
- (xii) The Company may direct an employee to carry out such functions as are within the limits of the employee's skill, competence and training.
- (xiii) Employees shall perform such work as the Company reasonably shall, from time to time, require and an employee not attending for or not performing their duty shall, except as provided by clause 21, Sick Pay, of this award, lose their pay for the actual time of such non-attendance or non-performance.
- (xiv) Subject as aforesaid employment shall be terminated by a week's notice on either side given at any time during the week or by payment or forfeiture of a week's wages, as the case may be. Where an employee has given notice or has been given notice by the Company, they shall, upon request, be granted leave of absence without pay for one day or shift during the period of notice in order to look for alternative employment.
- (xv) Notwithstanding the provisions of this clause, the Company shall have the right to stand an employee down for refusal of duty, malingering, inefficiency, neglect of duty, or misconduct on the part of the employee and to deduct payment for any day or portion of a day during which the employee is so stood down, provided that:
  - (a) No employees be stood down before an adequate investigation of the circumstances of the alleged offence has been made, or, except in the case of a group standing down, before the employee has had an opportunity to state their case and adduce witnesses to the facts.
  - (b) Where the superintendent is on duty in the department to which the employee is attached any decision as the standing down of the employee shall be made by the superintendent.
  - (c) Where no superintendent is on duty in the department a supervisor may stand an employee down for a period not exceeding the balance of the shift, where the employee refuses duty or where the supervisor reasonably is of the opinion that the continued presence of the employee on the plant would be likely to:

- (1) constitute a hazard whether to the employee themselves or to other employees or to plant and equipment; or
  - (2) interfere with the normal and orderly functioning of the Company's operations; or
  - (3) be prejudicial to discipline.
- (d) Where a supervisor stands an employee down they shall arrange for the employee to be interviewed by the superintendent not later than the commencement of the employee's next rostered shift of duty or at such time as mutually may be arranged and the superintendent, after reviewing the case, shall inform the employee of their decision on the matter.
- (e) An employee shall be entitled to appeal to the industrial department against any decision of a superintendent but the superintendent's decision shall take effect pending the determination of the appeal.
- (f) Where an employee is working in a department other than the department to which they are attached, the employee may be stood down in accordance with the provisions of this subclause by the appropriate supervisor in the department in which they are working in lieu of the appropriate supervisor of the department to which they are attached.
- (xvi) This clause shall not affect the right of the Company to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct, and in such cases the wages shall be payable up to the time of the dismissal only, provided that:
- (a) No employee shall be dismissed without notice before adequate investigation of the circumstances of the alleged offence has been made.
  - (b) Any decision as to the dismissal of an employee without notice shall be made by the superintendent of the department to which the employee is attached.
  - (c) When a superintendent decides to dismiss an employee without notice the superintendent shall so tell the employee and give the employee the reasons for the dismissal without notice.
  - (d) If immediately following a dismissal without notice the dismissed employee, or their delegate, tells the superintendent that the dismissal will be contested:
    - (1) The dismissal shall take effect 7 calendar days from the time that the employee was told of this dismissal; and
    - (2) During these 7 calendar days, notwithstanding the provisions of subclause (v) of this clause, the employees shall be stood down without pay.
- (xvii) Superintendent in this clause shall include:
- (a) Any officer with the authority higher than that of a superintendent;
  - (b) Any officer acting as a superintendent's deputy in the absence of the superintendent.
  - (c) In a department where there is no officer with the title of superintendent the supervisor who is in charge and, in their absence, their deputy.
- (xviii) Department shall include a department so called and any other separately administered sections of the plant.
- (xix) Group standing down shall mean the standing down under this clause of a group of not less than four employees who have refused duty or who have committed such misconduct whilst acting in concert.

This clause shall not affect the right of the Company to deduct payment for any day during which the employee cannot be employed usefully because of any strike or through any breakdown of machinery or due to any cause for which the Company reasonably cannot be held responsible.

## 28. Automation

- (i) Notwithstanding the provision of clause 27, Contract of Employment, of this award, where, on account of the introduction or proposed introduction by the Company of mechanisation or technological changes in the industry covered by this award, the Company proposes to terminate the employment of an employee who has been employed by it for the preceding twelve months, it shall give the employee three months' notice of the termination of their employment; provided that, if the employment of such employee is terminated on that account and the Company fails to give such notice in full,
- (a) the Company shall pay the employee at the ordinary rate of pay for the employee's classification in clause 2, Rates of Pay, of this award, for a period equal to the difference between three months and the period of notice given, and
- (b) the period of notice required by the clause to be given shall be deemed to be service with the Company for the *Long Service Leave Act, 1955*, the *Annual Holidays Act, 1944* or any Act amending or replacing either of those Acts; provided further that the right of the Company to dismiss an employee for the reasons specified in clause 27, Contract of Employment, of this award, shall not be prejudiced by the fact that the employee has been given notice pursuant to this clause of the termination of their employment.
- (ii) Where the Company proposes to introduce into the industry covered by this award mechanisation or technological change which will result in one or more employees becoming redundant, the Company shall give notification of six months before the introduction of such mechanisation or technological changes, and if it is not practicable for the Company to give such notifications at least six months before such introduction, then the Company shall give notifications as early as it is practicable for the Company to give them.

The notification to be given in accordance with this subclause are notifications in writing to the Industrial Registrar, the Director of the Vocational Guidance Bureau, the Director of Technical and Further Education and the State Secretaries of the relevant unions, of the number of employees who may become redundant on account of the introduction or proposed introduction of mechanisation or technological changes by the Company in the industry covered by this award, and of their occupation and of the approximate date when their employment is likely to terminate on account of such introduction.

## 29. Redundancy

- (i) Purpose

These arrangements are designed to provide employees with fair and reasonable benefits in the event of redundancy.

- (ii) Definitions

In this clause:

"weeks pay" means the employees weekly ordinary time rate of pay including award rate, over award rate and all-purpose allowances but excluding shift allowances, weekend penalties and overtime.

"continuous service" means unbroken service under a contract of employment of indefinite duration and excludes periods of unpaid leave of absence including unpaid parental leave.

"redundancy" means the employer has made a decision that the employer no longer wishes the job an employee has been doing done by anyone, and this is not due to the ordinary and customary turnover of labour; and that decision results in the termination of employment.

"employee" means an employee engaged under a contract of employment of indefinite duration and excludes casuals, fixed term employees and employees engaged under a training contract (such as apprentices and trainees).

(iii) Notice

In the event of forced redundancy, the employee will be provided a minimum of 4 weeks notice of termination (or 5 weeks if the employee is 45 years or older with 2 or more years continuous service) or payment in lieu of notice.

In the event of voluntary redundancy, the period of notice shall be on an agreed basis, but not exceeding 3 months, and there shall be no payment in lieu of notice.

(iv) Redundancy Benefit

Subject to the terms of this clause, employees terminating by reason of redundancy will be paid a redundancy benefit on termination of 4 weeks pay per year of continuous service (pro-rata for part years) provided that:

the minimum benefit is 8 weeks

the maximum benefit is 104 weeks

The above minimum and maximum redundancy benefits do not include any notice due or paid under 3 above.

These redundancy arrangements will come into effect from the 14th December, 2001, subject to the following conditions:

- (a) Employees who as of 1 October 2001 had attained 36 years or more continuous service who leave the Company by cause of redundancy shall, in addition to the redundancy benefit above, be paid an ex gratia redundancy benefit of 2.5 weeks at the employee's weekly ordinary time rate of pay for each year of service in excess of 36 years (pro-rata for part years).
- (b) Permanent employees who as at 1 October 2001 had at least 6 months but less than 9.3 years continuous service who leave the Company by cause of redundancy shall be paid a redundancy benefit of 14 weeks pay plus 2.5 weeks pay per year of service. This benefit will be lieu of the redundancy benefit above.
- (c) Where a decision is made to effect redundancies, discussions will be held between the Company and respective unions as to the selection of an appropriate outplacement provider to assist terminating employees. Such assistance may include resume writing, interview skills, job search and financial counselling. Should agreement not be reached, the Company's nominated provider/s will be utilised.

(v) General exclusions

- (a) Nothing in this clause shall be read as:

requiring the employer to extend a redundancy benefit to an employee where the employer offers the employee acceptable alternative employment (including alternative employment with rate retention arrangements as elsewhere provided for under this award/agreement)

giving rise to an entitlement to a voluntary redundancy benefit in the absence of a formal offer by the employer

- (b) Redundancy benefit will not be paid in event of:

termination due to succession, assignment or transmission of business where the new employer offers the employee acceptable alternative employment with continuity of service; or,

where the employer otherwise obtains an offer of acceptable alternative employment for an employee.

### 30. Retention of Rate

- (i) Where after 11th November 2003, as a result of the rationalisation of the Company's operations, the introduction of technological change, changes in work practices or market change, an employee is appointed to a classification or classifications which receive a lower ordinary time rate of pay (including all purpose components e.g. leading hand allowance) than did their classification immediately prior to the appointment or the first appointment ("the previous classification"):
- (a) The employee shall retain the ordinary time rate of pay (sum of components) applicable to the previous classification, subject to the following adjustments:
- (b) in the first and second years after the date of their appointment, all changes in the ordinary time rate of pay applicable to the previous classification;
- (c) in the third to the fifth years after the date of appointment, half of any changes in the ordinary time rate of pay applicable to the previous classification;
- (d) thereafter, no further adjustments.
- (ii) Where on the 11th November 2003 an employee is in receipt of retained rates:
- (a) the components of the retained rate will be converted to a total rate (sum of the components),
- (b) an employees with less than 2 years on retention will be administered as per (i) above (eg. If they have been on retention for 1 year, they will have a further 1 year on full increases before moving to half increases for years 3 to 5).
- (c) Those already on retention for in excess of 2 years will commence 3 years of half increases from 11th November 2003.
- (iii) Provided that in (i) and (ii) when the ordinary time rate of pay of the employee's new classification exceeds the ordinary time rate of pay they then receive, they shall thereafter receive payment of the ordinary time rate of pay applicable to their new classification.
- (iv) Employees accepting retention of rate do so on the basis that they commit to undertaking training in their new classification structure. Employees are expected to train to the limit of their ability under the new classification structure. Should an employee elect not to retrain their rate will be reduced to the rate applicable to their assessed level.

### 31. Definitions

- (i) Day Workers are employees other than shift workers and include employees on night work within clause 10, Night Work for Day Workers and Day Shift Workers, of this award.
- (ii) Shift Workers are employees working on a one, two or three shift system.
- (iii) Monday to Saturday shift workers are shift workers whose ordinary working hours are worked between Monday and Saturday.
- (iv) For shift workers, each day, including Sundays and holidays, shall be deemed to commence at 8.00 am. and to terminate at 8.00 am. on the following calendar day.

- (v) The method of working shift work and the time of commencement and finishing each shift in any department or section of a department may be varied by agreement between the Company and the majority of employees in that department or section of the department.
- (vi) Annual leave rate of pay means -
- (a) in the case of:
- (1) annual leave under clause 22, Annual Leave, of this award and clause 23, Days Added to the Period of Annual Leave, of this award, taken by an employee immediately before or after leave under the *Annual Holidays Act, 1944*;
  - (2) payment in respect of annual leave or days added to the period of annual leave being made to an employee under the said clause 22 and 23 upon the termination of the employment of an employee at the same time payment is being made under the *Annual Holidays Act, 1944*, in respect of such termination.

The ordinary pay of the employee calculated in accordance with the *Annual Holidays Act, 1944*, for the leave taken or payments made under that Act.

- (b) in the case of annual leave under the said clause 22 of the award and days added to the period of annual leave under the said clause 23 of this award being taken otherwise than immediately before or after leave under the *Annual Holidays Act, 1944*, the ordinary pay of the employees calculated in accordance with the *Annual Holidays Act, 1944*, as if such leave had been taken under the Act.

### 32. Time and Payment of Wages

- (i) All wages to be paid fortnightly.
- (ii) The provision this clause shall not have application in circumstances where it is not reasonably practicable for the Company to comply with its obligations thereunder on account of causes for which it cannot be held responsible. Proof of the existence of such circumstances shall be upon the Company. In such circumstances the Company shall pay wages as soon as it is reasonably practicable for it to do so.
- (iii) All employees will be paid their wages by direct transfer into the employee's bank (or other recognised financial institution) account.

### 33. Union Delegates

- (i) Recognition

The Company shall give recognition to an employee who is the delegate representing the employees in a shop or department where they are employed and they shall be allowed the necessary time to interview the Company or its representative during working hours in case of a dispute affecting employees in their shop or department; provided that the Company shall not be bound to give recognition as delegate to any employee in respect of whom a written notification has been received from the union concerned that the union does recognise that employee as a delegate. The Company shall upon request, provide each recognised delegate with a suitable locker for the purpose of storing relevant union material at the work place.

- (ii) Training

- (a) Recognised delegates may be granted up to three (3) days per annum trade union training leaving without loss of ordinary pay (excluding overtime). Such leave may accrue to a maximum of five (5) days. Reasonable requests for additional days may be authorised by the Company subject to meeting operational needs.

- (b) The taking of such leave will be for the purposes of attending formal trade union training courses.
- (c) The unions will provide to the employer reasonable notice in writing of the need for such training.
- (d) As far as practicable, such leave should be organised so as to minimise the need for the employer to replace the delegate by the working of overtime and to allow the delegate to be released within ordinary time. It is recognised that the employer and delegates may need to demonstrate flexibility in the rostering of shifts to allow this to occur.
- (e) Where issues arise as to the application of this clause, discussions will be held, consistent with local consultative arrangements and the dispute settlement procedure under this Award, with a view to resolving the issue prior to the commencement of the training.

### **34. Payroll Deduction of Union Dues**

The employer will, on the written authority of the employee, make regular deductions of union dues and disburse them to the respective unions party to this Award.

### **35. Procedures for Resolving Claims, Issues and Disputes**

#### (i) Introduction

All parties to this Award recognise and accept that people have differing viewpoints, and hence, conflict will arise from time to time. It is agreed that it is in the interests of all parties to manage the resolution of this conflict by means which do not damage the business.

To enable claims, issues and disputes to be progressed while work proceeds normally the procedures outlined in this clause will apply.

#### (ii) Departmental, Claims, Issues and Disputes

##### (a) Step 1 (to be completed within 24 hours or the next ordinary working day following the claim, issue or dispute arising):

- (1) Employee(s) and/or delegate(s) of the union(s) involved will place the claim, issue or dispute before the front-line supervisor. This group will take all reasonable steps to solve the issue together;
- (2) Failing agreement, employee(s) and/or delegate(s) of the union(s) involved and the front-line supervisor will fill out the Resolution of Claim, Issues and Disputes form. The claim, issue or dispute will then be put in this written form to the shift supervisor. This group will take all reasonable steps to settle the matter;
- (3) Failing agreement, all parties will place the claim, issue or dispute in written form before the head of the department. This group will take all reasonable steps to settle the matter.
- (4) The delegate(s) shall contact their union(s) official(s) should industrial action be threatened or likely.

##### (b) Step 2 (to be completed within 24 hours or the next ordinary working day following Step 1):

Failing agreement, employee(s) and/or delegate(s) and/or officials of the union(s) involved and/or the head of the department will organise a time and date for an Industrial Relations Conference..

## (c) Step 3

Failing agreement being reached arising from the Industrial Relations conference/s, the claim, issue or dispute shall be referred to the appropriate industrial relations tribunal, if any of the parties want to pursue it further.

## (iii) Occupational Health and Safety Matters

Where matters relating to the health or safety of employees arise within the workplace:

- (a) The employee/s concerned will raise the matter with their front-line supervisor. If they wish, they may involve a member of the department's Occupational Health and Safety Committee.
- (b) The supervisor will take corrective action to allow work to continue without risk to health and safety.
- (c) Should the corrective action taken by the supervisor be disputed, an immediate conference involving Occupational Health and Safety Committee members, union officials and appropriate Company officers will be called. Undertakings are given by all parties concerned to make themselves available for such conferences.
- (d) If the corrective action taken by the supervisor is considered to be inappropriate as a permanent resolution of the matter, the matter will be referred to appropriate management and the department's Occupational Health and Safety Committee in accordance with the *Occupational Health and Safety Act 2000* (NSW) for the development of a preventative plan. Should the department not have an Occupational Health and Safety Committee the matter may be dealt with by way of Steps 2 and 3 of the procedure for resolving claims, issues and disputes outlined in subclause (ii) above.
- (e) Occupational health and safety matters will be documented, including corrective actions taken, for review by management and the department's Occupational Health and Safety Committee.
- (f) Nothing in this subclause should be construed as to require the parties to act other than in accordance with the *Occupational Health and Safety Act 2000* (NSW).

## (iv) General Claims, Issues and Disputes

- (a) The official(s) and delegate(s) of the union(s) involved will place the claim, issue or dispute before the Company's industrial relations department, which will take all reasonable steps to reply as soon as possible.
- (b) Failing agreement, the claim, issue or dispute shall be referred to the appropriate industrial relations tribunal, if the union(s) want to pursue it further.
- (v) The provisions of this clause shall not affect in any way other rights and duties of any party to this award pursuant to the Act or any Act or at common law in relation to any matter.
- (vi) The operation of this clause will be jointly reviewed by the parties at regular intervals. This will include reviews of breaches of these procedures to identify any corrective actions required to ensure future compliance.

### 36. Apprentices

Where any provisions of this award, so far as they relate to apprentices, are inconsistent with the provisions of this clause, the provisions of this clause shall, to the extent of the inconsistency, prevail.

## (i) Conditions Of Employment

The ordinary conditions of employment, including method of payment, award holidays, hours and overtime, shall be those contained in this award provided an apprentice whilst under 18 years of age shall not be allowed to work shift work, and the apprentice shall not work shift work unless working under the control of a tradesperson in the same trade. The apprentice shall not be required to work overtime during the first year of their apprenticeship unless they are willing to do so.

## (ii) Lost Time

The Company may deduct from the wages of an apprentice amounts proportionate to the working time lost by the apprentice in any wage period when suspended under the provisions of subclause (iii) or owing to their absence from the service of the Company, unless such absence is caused by:-

- (a) The Company's fault
- (b) Illness not exceeding one week in each year of service duly certified by a qualified medical practitioner.
- (c) The occurrence of any holiday prescribed by this award.

## (iii) Disciplinary Code

- (a) The apprentice may be suspended by the Company without pay during such period of suspension for the following reasons, and subject to the undermentioned limitations of each suspension, viz.:

## Nature of Offence or Misdemeanour

Disobedience~ Laziness Bad Timekeeping, General Misconduct etcetera	First Offence - The apprentice shall be told that this caution will be noted on their history card.
	Second Offence - The apprentice may be suspended for a period not exceeding five working days (without pay). Time lost by such suspension shall be made up at the end of each year.
	Third Offence - The apprentice may be suspended for a period not exceeding ten working days (without pay). Time lost by such suspension shall be made up at the end of each year. Following a suspension the apprentice may be brought before the Company's Internal Apprenticeship Authority which shall admonish the apprentice and advise them that their offence or misdemeanour, if persisted in, may lead to cancellation of their indenture in accordance with Part 4 of the <i>Apprenticeship and Traineeship Act 2001</i> .
Insolence, Wilful Disobedience, Wilful Damage to Property~ Neglect of Safety Precautions which may result in injury to himself or herself or fellow employees Theft~ Assault or Other Serious and Wilful Misconduct	First Offence - The apprentice may be instantly suspended for a period not exceeding five working days (without pay). Time lost by such suspension shall be made up at the end of each year.
	Second Offence - The apprentice may be instantly suspended for a period not exceeding ten working days (without pay). Time lost by such suspension shall be made

	up at the end of each year. Following a suspension the apprentice may be brought before the Company's Internal Apprenticeship Authority which shall admonish the apprentice. If such conduct is persisted in the apprentice may be suspended immediately and their indenture may be cancelled in accordance with Part 4 of the <i>Apprenticeship and Traineeship Act 2001</i> .
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- (b) When the Company intends to suspend an apprentice it shall immediately so advise the Commissioner for Vocational Training and the union or unions covering the apprentice's trade.
- (c) When the Company suspends an apprentice, the suspension shall be effected by handing or delivering to the apprentice a notice in writing specifying:
- (1) Particulars of the offence alleged to have been committed;
  - (2) The period of suspension;
  - (3) That future misconduct may cause the Company to seek cancellation of the indenture;
  - (4) The address of the Commissioner for Vocational Training; and
  - (5) That the apprentice is entitled to apply to the Commissioner for Vocational Training at that address, by letter, to have the suspension set aside.
- (d) The Company shall forward a copy of the notice to the Commissioner for Vocational Training, the union or unions covering the apprentice's trade and to the parent or guardian of the apprentice on the same day as the notice is handed or delivered to the apprentice.
- (e) Any purported suspension not effected in accordance with the above shall be of no effect.
- (f) Nothing in this clause shall affect the rights or obligations of any party to the apprenticeship under the *Apprenticeship and Traineeship Act 2001*.
- (iv) Wages
- (a) The minimum weekly rates of pay for apprentices shall be as set out in Item 34 of Table 2
- Column A - to apply from the first full pay period commencing on or after 1st September 2005.
- Column B - to apply from the first full pay period commencing on or after 1st March, 2006.
- Column C - to apply from the first full pay period commencing on or after 1st September, 2006.
- Column D - to apply from the first full pay period commencing on or after 1st September, 2007.
- (b) The total wages of apprentices shall be calculated to the nearest ten cents, any broken part of ten cents in the result not exceeding half of ten cents to be disregarded.
- (c) An employee who is under twenty-one years of age on the expiration of their apprenticeship and thereafter works as a minor in the occupation to which they have been apprenticed shall be paid at not less than the adult rate prescribed for that classification.
- (d) The special rates provisions in this award shall apply to apprentices in the trades where tradespersons are paid these special rates.

### **37. Enterprise Arrangements and Award Changes**

- (i) Consideration may be given to changes in award provisions and to the bringing into existence of enterprise arrangements through the established consultative mechanisms at the Company's works.
- (ii) Enterprises shall have a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiations on matters affecting their efficiency and productivity.

### **38. Performance Payment Scheme**

The Performance Payment Scheme appended (Appendix 2) to this award is given effect.

### **39. Supplementary Labour - Rates of Pay**

Where supplementary labour is engaged payment will be based on the appropriate classification rate of pay otherwise payable to an employee under this Award. In this clause, "supplementary labour" is labour sourced through labour hire firms to fill temporary vacancies or to top up the existing full time labour force (e.g. to cover seasonal or peak work loads) but excludes labour engaged under service contracts and other contractual arrangements (eg. maintenance contracts, capital contracts, etc).

So as to remove doubt, this clause is binding only on the Company, unions and employees party to this Award and does not extend this Award to other employers or their employees engaged as supplementary labour.

### **40. Transition Arrangements for Retiring Shift Workers**

The parties agree to providing support in terms of shift, financial and lifestyle planning for those employees who nominate their retirement in advance. These arrangements will be managed on an individual basis. The aim of this clause is to provide a smooth transfer from work into retirement for long serving employees (typically having served on shift work greater than 10 years). Such transitions would not normally exceed a period of 12 months and will be subject the capacity of the business to reasonably accommodate the needs of the employee. For example, shift workers who nominate their retirement date in advance the following could apply:

staged moderation of duties;

lifestyle planning / training; and/or,

movement to day shift at the employee's request.

### **41. Flexible Remuneration**

- (i) In this clause, "Plan" means the terms under which flexible remuneration benefits may be offered by the company at its absolute discretion from time to time to employees by way of a sacrifice of wages payable under this award. Without limitation, the benefits may include, for example, superannuation contributions and employee share plans.
- (ii) Despite the provisions of this award an employee may elect:
  - (a) to receive the benefits of any Plan offered by the company; and
  - (b) to reduce wages otherwise due under this award by the amount required under the plan for the benefits received by the employee under the Plan.
- (iii) Any election by an employee under sub-clause (ii) must be in the form prescribed by the Company from time to time.
- (iv) Where an employee has made an election under sub-clause (ii), the wages payable under this award will be reduced by such amount as prescribed from time to time under the relevant Plan.

- (v) The reduced wages and the contributions under the Plan will apply for periods of annual leave, long service leave and other periods of paid leave.
- (vi) The company or an employee may only terminate or vary an election under sub-clause (ii) in accordance with the terms applicable to the relevant Plan.
- (vii) Other than as already provided for under any Plan, the company at its discretion may terminate the provision of benefits under a Plan or amend the terms applicable to a Plan. The company will give one month's notice of such a termination or amendment.
- (viii) The Company shall not use any superannuation contribution made in accordance with an employee's election to meet its minimum employer obligation under the *Superannuation Guarantee (Administration) Act 1992* or any legislation which succeeds or replaces it.
- (ix) The provisions of this clause have been agreed to by the parties with the intent of facilitation flexible remuneration benefits for employees covered by this award. To remove any doubt, this clause is not intended to:
  - (a) provide substantive industrial regulation of any benefit included in a Plan; and
  - (b) be used as a precedent in relation to any claim for the industrial regulation of any benefit include din a Plan, including, for example superannuation contributions and employee share plans."

#### 42. Parental Leave

The parental leave provisions set out in Division 1 of Part 4 of Chapter 2 of the Act shall apply in conjunction with the provision for paid parental leave set out below.

##### 1. Eligibility

- (a) An employee who has completed at least 12 months continuous service with the employer (on a full-time or part-time basis) is entitled to paid parental leave in accordance with this clause.
- (b) A casual employee is entitled to paid parental leave if they have worked for the employer on a regular and systemic basis for more than 12 months and have a reasonable expectation of on-going employment on that basis.

##### 2. Entitlement

- (a) An employee is entitled to paid parental leave as follows:
  - (i) maternity leave - six (6) weeks paid leave immediately after the child's birth and, for employees with at least 24 months continuous service, an additional six (6) weeks.
  - (ii) paternity leave - one (1) week paid leave around the time of birth
  - (iii) adoption leave - six (6) weeks paid leave at the time of placement if the employee is the primary carer and, for employees with at least 24 months continuous service, an additional six (6) weeks.
- (b) Any period of paid parental leave arising from this clause will be deducted from the period of unpaid parental leave to which the employee is entitled arising from legislation or industrial award.
- (c) The entitlement to parental leave is not extended for multiple births.
- (d) Parental leave is paid at the employee's weekly ordinary time rate of pay for the period of the leave (as per sick leave).

- (e) Employees taking maternity or adoption leave may elect to double the period of paid leave arising from paragraph a) above to be paid at 50% of the employee's weekly ordinary time rate of pay. Provided that this extended period of paid leave falls within the period of unpaid parental leave to which the employee is entitled arising from legislation or industrial award.
3. Giving notice and applying for leave
    - (a) To be eligible to claim paid parental leave, employees must comply with the requirements regarding advice to the employer normally associated with the taking of unpaid parental leave.
    - (b) To claim paid paternity leave the employee must provide such reasonable proof as the employer may require.
  4. Impact of paid parental leave on other entitlements
    - (a) Paid parental leave shall be considered service for the purpose of service related entitlements (unpaid leave is not counted for such purposes).
    - (b) The receipt of paid parental leave does not otherwise limit the employee's rights or obligations with respect to unpaid parental leave arising from legislation or industrial award.
  5. Impact of legislative paid parental leave on these entitlements

Leave is reserved to the Company to review these arrangements should the mooted national scheme of paid parental or maternity leave be introduced.

#### **43. Wage Support for Extended Periods of Illness Or Injury**

1. Purpose

These arrangements are designed to provide employees of OneSteel with added financial security in the event of their being off work for an extended period due to non-works illness or injury.
2. Underpinning principles
  - (a) Employees may reasonably expect continued financial support in the event of extended illness or injury
  - (b) Employees are expected to provide for their own security by accessing reasonable levels of existing leave entitlements
  - (c) The extension of financial support places obligations on the employee to cooperate with the reasonable requests of their employer
  - (d) Fair & equal treatment of all employees
  - (e) These arrangements are not intended to support "casual" absences or benefit employees with chronic poor attendance
3. Extended wage support - non-works injury or illness
  - (a) Subject to the provisions of this clause, employees will receive financial support at the ordinary time rate of pay for the period of their incapacity, up to a maximum of twelve (12) months, in the event of their being unable to attend work continuously for greater than one (1) month due to personal illness or injury. Provided further that where an employee is a shiftworker and would have remained on shift but for their inability to attend work, such financial support will include additional payment of the ordinary shift and weekend penalties applicable to the employee's roster.

- (b) Employees will be required to exhaust all available sick leave accruals before accessing the support available under this clause.

Additionally, employees will be required to utilise:

any annual leave (including pro-rata accruals) in excess of 4 weeks; and,

any long service leave (including pro-rata accruals) in excess of 13 weeks

for a combined period of not more than 6 weeks before accessing the support available under this clause.

- (c) The period of extended wage support referred in (a) above is in addition to existing sick leave entitlements and such annual leave or long service leave as may be taken under paragraph (b) above.
- (d) Where the employee is entitled to benefits arising from personal injury insurance (eg motor vehicle CTP insurance, sporting injury insurance, etc), other than workers compensation, the wage support otherwise extended under this clause will be reduced by the amount of insurance benefit paid. Where such monies are paid by an insurer substantially after the absence, the employee is required to repay such monies to the employer. The employer may require the employee to authorise the employer to claim such monies direct from the insurer prior to receiving extended wage support.
- (e) Should circumstances arise where the employer believes that the conduct of the employee is such that the continued extension of wage support would be at odds with the principles outlined in 2. above, the employer may initiate a formal review in which the employee, and their union should they wish, are given the opportunity to respond to any allegations prior to the employer making a decision as to continuance or cessation of wage support. Any disputes that arise from the exercise of this facility will be progressed in accordance with the dispute settlement procedure.
- (f) Consideration may be given to further wage support beyond the 12 months referred to under paragraph (a) above in circumstances where the agreed rehabilitation plan for the employee and medical opinion indicate that an immanent return to normal duties by the employee.

#### 4. Obligations of employees

- (a) Employees are required to provide all reasonable evidence requested by the employer as to the nature of their illness or injury including making themselves available for examination by medical practitioners/specialists nominated by the employer
- (b) Employees are required to actively participate in any reasonable rehabilitation or return to work plan required by the employer

#### 5. Exclusions - The above arrangements will not extend to the following:

- (a) Employees engaged on a casual or fixed term basis
- (b) Employees with less than 3 months continuous service
- (c) Absences covered by workers compensation or arising from works related injury or illness
- (d) Casual absences or absences of short duration
- (e) Injury or illness arising from the unlawful actions of the employee
- (f) Absences which would otherwise be covered by carers leave
- (g) Multiple periods of extended absences beyond those totalling 12 months in any 3 year period.

- (h) Employees enjoying similar support under discretionary sick leave arrangements
  - (i) Absences resulting from alcohol, drug or substance abuse
  - (j) Absences resulting from high risk sporting or recreational activities generally precluded from personal accident insurance arrangements (such as competitive motor sport, sky diving, etc).
6. Other matters
- (a) Any disputes arising from the operation of this clause will be progressed in accordance with the dispute settlement procedures under the respective award/agreement.
  - (b) Nothing within these arrangements is to be taken to preclude termination of employment where the prognosis for the employee is that they will be unable to return to their normal employment, subject to the employee being afforded reasonable extended wage support so to allow them to resolve questions as to their financial security post-termination.

#### **44. Superannuation - Choice of Fund**

Employee and employer superannuation contributions will be paid into either the OneSteel Superannuation Fund (OSSF) or the Superannuation Trust of Australia (STA) at the direction of the employee. In the absence of an election from the employee the contributions will be directed to the default fund.

For the purposes of this clause the default fund will be:

for existing employees at 1 July 2005 the OSSF, and

for employees commencing employment with OneSteel after 1 July 2005 the STA.

#### **45. No Extra Claims**

It is a term of this award, arising from the OneSteel Manufacturing Wage Settlement 2005 (the Settlement), that the Unions undertake for the period to 31 August, 2008, not to raise any further claims, award or overaward (including claims arising from National or State wage cases), and acknowledge that this settlement deals comprehensively with rates of pay, conditions of employment and related matters.

There will be agreed scope to arbitrate, if necessary, unresolved issues about classification restructuring or work value claims.

#### **46. Commitment to Ongoing Business Improvement**

It is acknowledged and agreed that the wages and conditions enjoyed by OneSteel employees, including the gains flowing through this Award, are only afforded by ongoing competitiveness in all areas of OneSteel's operations.

Employers, employees and unions party to this Settlement commit to co-operatively and expeditiously pursuing workplace change necessary for ensuring OneSteel meets its promise to customers and improving asset and labour productivity during the life of this settlement. Such change will occur consistent with the principles of fair treatment, consultation and competitive manufacturing.

It is agreed that these types of changes and flexibilities underpin the wage increases provided for in the Settlement.

#### **47. Area, Incidence and Duration**

- (i) This Award rescinds and replaces the OneSteel Manufacturing Pty Ltd Newcastle Rod & Bar Award published 19 March 2004 (Vol 343 I.G. 752 ) as varied.

- (ii) This award shall apply to all employees (including apprentices within clause 35, Apprentices) of the OneSteel Manufacturing Pty Ltd at Newcastle, except -
- (a) employees on the clerical staff;
- (b) employees on the salaried staff other than employees of the classes covered by clause 2, Rates of Pay, of this award.
- (iii) This Award shall apply to the employees covered by the award to the exclusion of all other awards.
- (iv) This award shall take effect from the beginning of the first pay period to commence on or after 1st September 2005 and shall remain in force for a period until 31st August, 2008 (the nominal term).
- (v) Discussions regarding a replacement settlement may commence 3 months prior to expiry of this settlement.

## PART B

### MONETARY RATES

**Adult Basic Wage: \$121.40 per week**

**Table 1 - Wages per 38 hour week - (Award margin plus basic wage)**

Column A - to apply from the first full pay period commencing on or after 1st September 2005

Column B - to apply from the first full pay period commencing on or after 1st March, 2006.

Column C - to apply from the first full pay period commencing on or after 1st September, 2006.

Column D - to apply from the first full pay period commencing on or after 1st September, 2007.

Classifications	A \$	B \$	C \$	D \$
<b>Loading Yard Department</b>				
Operations -				
Entry Level	564.00	569.60	592.40	616.10
Level 1	578.00	583.80	607.20	631.50
Level 2	609.60	615.70	640.30	665.90
Level 3	626.50	632.80	658.10	684.40
Operator QA	646.30	652.80	678.90	706.10
Level 4	665.80	672.50	699.40	727.40
<b>Rod Coil Storage Operation</b>				
Operations -				
Entry Level	564.00	569.60	592.40	616.10
Level 1	646.30	652.80	678.90	706.10
Level 2	665.80	672.50	699.40	727.40
<b>Rod Mill Department</b>				
Operations -				
Entry Level	564.00	569.60	592.40	616.10
Level 1	578.00	583.80	607.20	631.50
Level 2	594.70	600.60	624.60	649.60
Level 3	646.30	652.80	678.90	706.10
Level 4	689.10	696.00	723.80	752.80
Level 5	715.00	722.20	751.10	781.10

Maintenance Operator -				
Entry Level	564.00	569.60	592.40	616.10
Level 1	578.30	584.10	607.50	631.80
Level 2	620.70	626.90	652.00	678.10
Level 3	646.70	653.20	679.30	706.50
Level 4A	657.70	664.30	690.90	718.50
Level 4B	672.50	679.20	706.40	734.70
Level 4C	672.50	679.20	706.40	734.70
No. 2 Bar Mill Department				
Operations -				
Rolling Area				
Entry Level	564.00	569.60	592.40	616.10
Level 1	578.00	583.80	607.20	631.50
Level 2	609.60	615.70	640.30	665.90
Level 3	665.80	672.50	699.40	727.40
Level 4	715.00	722.20	751.10	781.10
Level 5	742.00	749.40	779.40	810.60
Finishing Area				
Entry Level	564.00	569.60	592.40	616.10
Level 1	578.00	583.80	607.20	631.50
Level 2	609.60	615.70	640.30	665.90
Level 3	665.80	672.50	699.40	727.40
Level 4	715.00	722.20	751.10	781.10
Level 5	742.00	749.40	779.40	810.60
No. 2 Bar Mill Department				
Maintenance Operators -				
Entry Level	564.00	569.60	592.40	616.10
Level 1	620.70	626.90	652.00	678.10
Level 2	646.70	653.20	679.30	706.50
Level 3 A	672.50	679.20	706.40	734.70
Level 3 B	689.40	696.30	724.20	753.20
Level 3 C	689.40	696.30	724.20	753.20
Market Mills Electrical				
Maintenance Operators -				
Entry Level	564.00	569.60	592.40	616.10
Level 1	578.30	584.10	607.50	631.80
Level 2	595.10	601.10	625.10	650.10
Level 3	646.70	653.20	679.30	706.50
Central Roll Shop				
Maintenance Operators -				
Entry Level	564.00	569.60	592.40	616.10
Level 1	578.30	584.10	607.50	631.80
Level 2	646.70	653.20	679.30	706.50
Laboratory And Technical Services				
Service Operators				
Laboratories				
Lab hand	564.00	569.60	592.40	616.10
Entry Level	578.30	584.10	607.50	631.80
Level 1	620.70	626.90	652.00	678.10
Level 2	646.70	653.20	679.30	706.50
Level 3	672.50	679.20	706.40	734.70
Mechanical Testing Section				
Entry Level	564.00	569.60	592.40	616.10
Level 1	578.30	584.10	607.50	631.80
Level 2	595.10	601.10	625.10	650.10
Level 3	646.70	653.20	679.30	706.50

Product Quality Department Service Operators				
Entry Level	564.00	569.60	592.40	616.10
Level 1	578.30	584.10	607.50	631.80
Level 2	595.10	601.10	625.10	650.10
Level 3	646.70	653.20	679.30	706.50
Reconditioning Yard Operations -				
Entry Level	564.00	569.60	592.40	616.10
Level 1	609.60	615.70	640.30	665.90
Level 2	665.80	672.50	699.40	727.40
Level 3	697.60	704.60	732.80	762.10
Level 4	715.00	722.20	751.10	781.10
Engineering Services Maintenance Operators -				
Entry Level	564.00	569.60	592.40	616.10
Level 1	578.30	584.10	607.50	631.80
Level 2	620.70	626.90	652.00	678.10
Level 3	646.70	653.20	679.30	706.50
Level 4	672.50	679.20	706.40	734.70
Level 5	689.40	696.30	724.20	753.20
Machine Shop Group Maintenance Operators -				
Entry Level	564.00	569.60	592.40	616.10
Level 1	578.30	584.10	607.50	631.80
Level 2	620.70	626.90	652.00	678.10
Level 3	657.70	664.30	690.90	718.50
Level 4	689.40	696.30	724.20	753.20
Fabricating Shop Maintenance Operators -				
Entry Level	564.00	569.60	592.40	616.10
Level 1	595.10	601.10	625.10	650.10
Level 2	646.70	653.20	679.30	706.50
Technical Training Centre Maintenance Operators -				
Entry Level	564.00	569.60	592.40	616.10
Level 1	595.10	601.10	625.10	650.10
Level 2	646.70	653.20	679.30	706.50
Level 3	672.50	679.20	706.40	734.70
Maintenance Electrical Tradespersons -				
Level 1	692.20	699.10	727.10	756.20
Level 2	715.00	722.20	751.10	781.10
Level 3	741.70	749.10	779.10	810.30
Level 4	777.00	784.80	816.20	848.80
Level 5	812.00	820.10	852.90	887.00
Level 6	838.10	846.50	880.40	915.60
Level 7	882.30	891.10	926.70	963.80
Maintenance Mechanical Tradespersons -				
Level 1 (Matrix Position 1A)	674.00	680.70	707.90	736.20
Level 2 (Matrix Position 2A,1B)	696.50	703.50	731.60	760.90
Level 3 (Matrix Position 3A,2B,1C)	718.70	725.90	754.90	785.10
Level 4 (Matrix Position 4A,3B,2C)	745.20	752.70	782.80	814.10
Level 5 (Matrix Position 5A,4B,3C)	777.00	784.80	816.20	848.80
Level 6 (Matrix Position 5B,4C)	812.00	820.10	852.90	887.00
Level 7 (Matrix Position 5C)	847.20	855.70	889.90	925.50

General Miscellaneous Plant Office Cleaner	564.00	569.60	592.40	616.10
Labourer	564.00	569.60	592.40	616.10
Administration Office Cleaner	567.50	573.20	596.10	619.90
Watchman	604.20	610.20	634.60	660.00

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	A \$	B \$	C \$	D \$
<b>Tool Allowances</b>						
1	3 (a)	Mechanical Tradesperson	12.40		12.80	13.20
		Electrical Tradesperson	12.40		12.80	13.20
2	3 (b)	Tool Allowance				
		First Year	5.20		5.40	5.60
		Second Year	6.80		7.20	7.20
		Third Year	9.30		9.60	9.90
		Fourth Year	10.90		11.20	11.50
<b>Leading Hands</b>						
3	4	Leading Hands				
		If in charge of not more than seven employees	30.30	30.60	31.80	33.10
		If in charge of more than seven employees but not more than seventeen employees	45.70	46.20	48.00	49.90
		If in charge of more than seventeen employees	58.10	58.70	61.00	63.40
<b>Special Rates</b>						
4	5 (i) (a)	Pressure welding certificates	7.40		7.60	7.80
		Each additional certificate	1.75		1.80	1.90
5	(b)	Electrical Trades Licence				
		'A' Grade	29.60		30.50	31.40
		'B' Grade	16.00		16.50	17.00
6	(c)	Scaffolders Licence				
		Class 1 and 2	7.40		7.60	7.80
		Class 3 and 4	4.20		4.30	4.40
<b>Disability Rates</b>						
7	6 (i) (a)	Hot places - Elec. & Mech. Temp. 46-54 degrees C	0.43		0.44	0.45
		Temp exceeds 54 degrees C	0.56		0.58	0.60
8	(b)	Hot work	0.49		0.50	0.52
9	(c)	Wet places				
		Electrical trades	2.45		2.52	2.60
		Employee	1.70		1.75	1.80
10	(d)	Wet work - mechanical trades	0.43		0.44	0.45
11	(e)	Dirty Work	0.43		0.44	0.45
12	(f)	Confined Spaces	0.58		0.60	0.62
13	(g)	Height Money	0.32		0.33	0.34
14	(h)	Oil Tanks	0.43		0.44	0.45
15	(i)	Explosive Power Tools	0.14		0.15	0.15
			1.13		1.16	1.19
16	(j)	Slag Wool	0.57		0.59	0.61
17	(k)	Demolition	3.60		3.71	3.82
18	(l)	An employer when painting internal surfaces of salt water pipe line	0.56		0.58	0.60

19	(m)	Smoke Boxes	0.32		0.33	0.34
Electrical Tradespersons						
20	6 (ii) (a) (1)	High places - 15 metres or more For each additional 15 metres	0.47 0.47		0.48 0.48	0.49 0.49
21	(2)	Working in a bosun's hair or swinging scaffold at 15 metres or more	0.47		0.48	0.49
22	(b) (3)	Toxic substances - use of Employees working in close proximity	0.57 0.47		0.59 0.48	0.61 0.49
Maintenance						
23	6 (iv) (a)	Spray Painting	0.49		0.50	0.52
24	(b) (1)	Obnoxious Substances Prep and/or application of epoxy based materials	0.61		0.63	0.65
25	(2)	Application in buildings which are normally air conditioned	0.39		0.40	0.41
26	(4)	Employees working in close proximity	0.49		0.50	0.52
Shift Allowances						
		Shift work allowance for shift workers	A	B	C	D
27	8 (a)	Rotating shift	67.20	67.90	70.60	73.40
28	8 (a)	When at least one-third of their working time in the full cycle of the roster is on day shift	44.80	45.20	47.00	48.90
29	8 (b)	Allowance whilst working shift work which involves regular weekly changes as follows:-				
		Day shift, night shift	67.20	67.90	70.60	73.40
		Day shift, afternoon shift	57.20	57.80	60.10	62.50
		Day shift, day shift, afternoon shift	57.20	57.80	60.10	62.50
		Day shift, day shift, night shift	57.20	57.80	60.10	62.50
		Junior shift workers when working under any of the shift systems set out above	67.20	67.90	70.60	73.40
30	(c)	Allowance for the following shift systems:-				
30	(1)	Night shift, afternoon shift	89.40	90.30	93.90	97.70
	(2)	Night shift only	89.40	90.30	93.90	97.70
	(3)	Afternoon shift only	89.40	90.30	93.90	97.70
31	(d)	Work on any afternoon or night shift other than the shift systems in (a) (b) or (d) and are not paid in respect of any day shift	27.00	27.30	28.40	29.50
Overtime						
32	13 (iii) (f) (2)	Meal allowance overtime	9.70		Cpi	Cpi
33	13 (iii) (g) (2)	Meal allowance recalled to work	9.70		Cpi	Cpi
Apprentices - Wages Four Year Term						
34	36 (iv) (a)	First Year	290.90	293.80	305.60	317.80
		Second Year	375.90	379.70	394.90	410.70
		Third year	500.30	505.30	525.50	546.50
		Fourth year	573.70	579.40	602.60	626.70

**APPENDIX 1****PAYMENT FOR TRAINING AGREEMENT**

## 1. Scope Of Agreement

This agreement applies to Company authorised training to allow employees to:

- (a) carry out the full range of duties of their current classification, and/or
- (b) progress within the appropriate Employee Job Development model.

provided that the employee's attendance at authorised training has been approved by supervision after consideration of the employee's and Company's needs, including operational requirements. Any refusal by supervision to grant such approval is subject to review under the established procedure for resolving industrial claims, issues and disputes or other local arrangements.

This agreement does not apply to training which is generally not associated with:

- (a) allowing employees to carry out the full range of duties of their current classification and/or
- (b) the appropriate Employee Job Development model

such as occupational health and safety committee training, trade union training, full time training (e.g. apprentices) or training such as that covered by the Approved Student and Cadet Schemes and University Degrees.

So far as is reasonably practicable, having regard to operational requirements and the need to minimise labour costs additional to those of the employee's paid ordinary hours, an employee's training shall be done during the employee's ordinary hours of work (including where appropriate by rescheduling those hours).

## 2. Payments

Where with the approval of the Company an employee attends training authorised by the Company, the employee's attendance will be on the following basis:

- (a) TAFE and other externally provided training whether conducted on or off the plant
  - (i) during ordinary working hours - no deduction from the employee's ordinary wage;
  - (ii) outside ordinary working hours - attendance and payment at single time payment will be approved in accordance with the needs of the authorised training. Generally this training will not exceed six hours per week except that additional training may be approved and single time payment will be made if exceptional training requirements exist.
- (b) Other classroom training -
  - (i) during ordinary working hours - no deduction from the employee's ordinary wage;
  - (ii) outside ordinary working hours single time payment.
- (c) Computer aided or computer based training during ordinary working hours - no deduction from the employee's ordinary wage.
- (d) Computer aided or computer based training outside ordinary working hours - single time payment for the time spent training up to the maximum of the course duration as determined by the course designer or course coordinator. No payment will be made for time beyond that

duration. Any refusal of payment is subject to review under the established procedure for resolving industrial claims, issues and disputes or other local arrangements.

- (e) On-the-job training:
  - (i) during ordinary working hours - no deduction from the employee's ordinary wage;
  - (ii) outside ordinary working hours single time payment for the employee's initial training period. However, once the employee has completed the initial training period and commences experience training the appropriate Award overtime rates of pay will apply.

For the purposes of 2(e)(ii) above:

- (i) "initial training" is the training which an employee undertakes to the point where the employee's supervision is satisfied that the employee has acquired sufficient knowledge and understanding of a skill, task or function to perform that skill, task or function; and
- (ii) "experience training" is the training, if applicable, following initial training during which an employee is gaining experience in the skill, task or function which is required for the purpose of accreditation.

### 3. Repeat Training

- (a) If an employee fails to pass an accreditation stage:
  - (i) But has genuinely applied himself/ herself to training (as determined by supervision), supervision will authorise and pay the employee for additional training at a mutually agreed time (which fits in with the employee's departmental requirements and does not disadvantage other employees).
  - (ii) And has not made a genuine effort (as determined by supervision), the employee will be placed at the bottom of the training waiting list for that training requirement. The employee will not be paid for repeat training outside ordinary working hours and, unless circumstances require a different approach, repeat training will not be arranged during ordinary working hours.
- (b) Repeated failure will result in counselling by supervision to determine a solution.
- (c) Any disputes arising in relation to 3(a)(i), (ii) or (b) will be progressed through the established procedure for resolving industrial claims, issues and disputes or other local arrangements.

### 4. Refresher Training

In the case of an employee who is undertaking authorised refresher training (e.g. a forklift driver who has not driven a forklift for five years), the employee will receive payment in accordance with the appropriate payment for training provision in (2) above.

### 5. Definitions

- (a) Ordinary working hours means:
  - the employee's normal working hours in the case of a dayworker.
  - the employee's rostered on shifts in the case of a shiftworker.
  - the employee's rescheduled . on shifts in the case of a shiftworker whose shifts have been rescheduled for the purposes of approved training.

- (b) "Ordinary wage" means the employee's ordinary award wage (including shift and weekend premiums and any allowances but excluding disability allowances if these are not experienced) and bonus. It is paid for time spent in tuition, travelling and examination only.
- (c) "Single time payment" means the employee's ordinary award wage and bonus and excludes shift and weekend premiums, overtime, special rates, etc. It is paid for time spent in tuition and examination only.
- (d) "Classroom training" means training conducted by a trainer, supervisor or other suitably qualified person in any training centre, conference room, crib room or office.

6. Miscellaneous

- (a) An employee is training until he/she receives accreditation for the skills being learned.
- (b) Where an employee is required to travel from work, during ordinary working hours, to attend Technical and Further Education Commission or other externally provided training, or travel from training back to work, the employee shall be allowed up to 30 minutes travelling time. This travelling time will be paid at the employee's ordinary wage.

If the travelling time is outside the employee's ordinary working hours, no payment will be made.

- (c) Employees will not be expected to work excessive hours and attend training at the same time (i.e. an employee will not be expected to work and train on sequence of doublers).

7. Exceptions To (2) Above

- (a) If an employee is required to attend authorised training outside ordinary working hours on a Saturday, Sunday, Public Holiday, or rostered day off, the employee shall be entitled to the appropriate penalty payments, or by agreement, time off in lieu.

For the purposes of 7(a) above

- (i) "appropriate penalty payments" means the appropriate award overtime payments;
  - (ii) shift allowance is not paid on any shift; and
  - (iii) "time off in lieu" is equal time not penalty time (e.g. if an employee trains for 8 hours on a Saturday and it is agreed that the employee has time off in lieu the employee has 8 hours off work).
- (b) Employees attending authorised training on compulsory ring roster days" or 21st shifts" will be paid according to their roster (i.e. overtime rates).
  - (c) Employees asked to remain at work or attend work outside their ordinary working hours for the purpose of performing work shall be paid overtime. If, during such work, training is carried out (e.g. during a mechanical breakdown) the employee will continue to be paid overtime for the training period.
  - (d) No payment will be made for:
    - (i) time spent in personal study and/or private tuition.
    - (ii) time spent enrolling in authorised external courses (e.g. TAFE).
    - (iii) time spent in preparation of assignments.
    - (iv) waiting time between courses.
    - (v) time spent on text based self guided learning.

8. Payment Of Course Fees

Unless an employee has failed to complete training through insufficient effort or application the Company will reimburse to the employee the cost of any authorised training fees associated with authorised training. Textbooks and other material associated with the training will be paid by the employee.

9. Award Provisions

The award provisions covering transfer of day workers to shift work, transfer of shift workers and transportation home from the plant when reasonable means of transport are not available shall apply to employees required to train.

## **APPENDIX 2**

### **PERFORMANCE RECOGNITION PAYMENTS SCHEME**

1. Parties To The Agreement.

This Agreement between OneSteel Manufacturing Pty Ltd Rod & Bar and the Unions stated below ("the parties") provides for a system of Performance Recognition Payments to be made quarterly to employees.

Unions party to this Agreement:

The Australian Workers Union, New South Wales

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

The Electrical Trades Union of Australia, New South Wales Branch, and

2. Purpose Of The Agreement

The parties acknowledge that the continued viability of the OneSteel Manufacturing Rod & Bar Mills is dependent on achieving significant gains in Business Performance. Hence, maintenance of existing benefits and the introduction of additional payments can only be justified and financially supported through constantly improving business performance.

Therefore it is the purpose of the Agreement to assist in achieving the critical business plan objectives. To this end, the parties commit themselves to co-operating in measures to achieve lower operating costs, improved quality, improved delivery performance and increased productivity, all of which will contribute to improved business performance and job security. Recognise the contribution of employees to improved performance as this occurs.

3. Quarterly Lump Sum Payment

In addition to other payments, there shall be a quarterly performance recognition payment directly related to business performance improvements as indicated by the performance against set targets.

The performance measures operating will be focused on specific critical improvement targets identified in the Business Plan. The specific measures and the targets will be reviewed at least annually following completion of the site Business Plan for each financial year, but may be reviewed more often if circumstances dictate such a need.

Payments under the scheme will be made at the end of each quarter, based on performance outcome against the targets and will be calculated as a percentage of each eligible employee's gross earnings for the quarter.

For the purpose of calculating payments under this scheme, gross earnings shall be defined as award rates, bonus, overtime payments, shift allowances and payments for periods of leave in that quarter.

Payments of up to 4.5% of quarterly gross earnings will be made for attainment of reasonably achievable performance targets; these payments can reach 5.5% in any quarter for achievement of exceptional levels of performance.

There shall be provision for a "top up" payment, to the 4.5% reasonably achievable level, in the final quarter of each year should the payments made for the individual quarters not reflect the full year's performance.

In the event of a catastrophe (such as a major fire) which occurs after targets have been set for a quarter, there will be a review of the targets so they remain reasonably achievable, notwithstanding the effects of the catastrophe.

#### 4. Eligibility For Payment

Payments will be made to employees of OneSteel Manufacturing Pty Ltd in full-time or part-time employment on the Company's payroll at the end of the business quarter for which the payment is being made.

Full-time or part-time employees who leave at any time during a business quarter, other than those dismissed, will be eligible to participate in the scheme for that quarter. Only those eligible leavers who terminate during the final quarter of this scheme will be eligible for participation in the final quarter payment calculation referred to in Clause 3 above.

Individuals who have had their employment terminated due to extended compensation but who receive compensation payments through the payroll system are not entitled to participate in the scheme.

#### 5. Procedures For Resolving Claims, Issues And Disputes

The parties to this agreement recognise that industrial disputation is damaging to the business and employees alike. It places at risk both the long term viability of the business and the employment security that it currently provides. It is also recognised that industrial stoppages will significantly reduce the potential payments flowing to employees from this scheme.

The parties acknowledge the procedures for resolving claims, issues and disputes as an Award clause and obligation to be observed by management, employees and the unions. It is the objective of the parties to this agreement that all issues and disputes shall be resolved through the agreed procedures without interruption to work.

#### 6. Monitoring Of This Agreement

Each Department will undertake regular communication with employees and display and regularly update written reports/charts regarding performance of the measure(s) against the targets set. The parties agree to treat information relating to business performance as confidential.

Should the situation arise whereby payment for a quarter is significantly reduced, the parties will attempt to reach a common understanding of what factors have impacted on payment and set in place actions aimed at correcting performance. Should a dispute arise with respect to reduced payment under this scheme, the matter will be progressed by the parties through the Procedures for Resolving Claims, Issues and Disputes.

This agreement shall be subject to the "No extra claims" commitment in the terms given in this award.

R. W. HARRISON *D.P.*

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**TEXTILE INDUSTRY (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, industrial organisation of employees.

(No. IRC 3278 of 2005)

Before Commissioner Tabbaa

4 July 2005

**VARIATION**

1. Delete paragraph 5.3.3 of subclause 5.3 of clause 5, Rates of Pay, of the award published 19 October 2001 (328 IG 841) and insert in lieu thereof the following:

5.3.3 Whenever the State Wage Case decision provides that award wages be increased by the application of a "plateau" formula, the "plateau" level for the purposes of this award shall be determined by reference to the base rates.

The increase shall then be calculated in accordance with subparagraphs 5.3.1 and 5.3.2 hereof.

The Rates of Pay in This Award Include the Adjustments Payable under the State Wage Case June 2005, as Set Out in the Said Table 1, Rates of Pay in Part B - Monetary Rates. This Adjustment May be Offset Against:

- (A) any equivalent over award payments, and/or
- (B) award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Rates of Pay**

Adult Rates of Pay - Clause 5

Classification Skill Level	Minimum Weekly Award Wage Rate* \$
Trainee	484.40
1	501.10
2	523.60
3	544.50
4	578.20
5#	619.90

\* The weekly award wage rate for ordinary hours combines the base rate, supplementary payment and arbitrated safety net adjustments and State Wage Case decisions awarded since the NWC October 1993 Review of Wage fixing Principles.

# Wage Band

Junior Rates of Pay - Clause 9

Years of Age	Percentage of Skill Level 2 Skill Level 2 = \$523.60	Minimum Weekly Award Rate \$
16	50%	261.80
16.5	55%	288.00
17	59%	308.90
17.5	64%	335.10
18	69%	361.30
18.5	75%	392.70
19	80%	418.90
19.5	85%	445.05
20	Adult Rate	

## Apprentice Rates of Pay - Clause 6

4-year term	Percentage of Skill level 4 Skill Level 4 = \$578.20	Minimum Weekly Award Rate \$
1st year	52	300.65
2nd year	62	358.50
3rd year	82	474.10
4th year	92	531.95

## Adult Apprentice Rates of Pay - Clause 7

4-year term	Percentage of Skill level 4 Skill Level 4 = \$578.20	Minimum Weekly Award Rate \$
1st year	82	474.10
2nd year	87	503.05
3rd year	92	531.95
4th year	100	578.20

**Table 2 - Other Rates and Allowances**

The allowances in this table shall be payable on or from the first pay period on or after 23 July 2005.

Item No.	Clause No.	Brief Description	Amount \$
1	5.7	Leading Hand allowance - In charge of up to 10 employees In charge of 11 to 20 employees In charge of 21 or more employees High rise Stacker Operator	20.70 per week 30.20 per week 36.60 per week 15.00 per week
2	10.1	Blender/Blending machine attendant	15.80 per week
3	10.2 39.19	Hand Stripping of cards	0.93 per Complete set
4	10.3	Called upon to work in dust chamber in a cotton Mill	7.90 extra for that week
5	10.4	Engaged in Dye House/Bleach House	6.60 per week
6	10.4	Employees also engaged in loading/unloading of Kiers or entering vaporloc machines	Further additional 3.40 per week
7	10.5	First-aid Attendant	9.80 per week
8	10.6	Instructors	14.70 per week
9	10.7	Engaged on Shoddy-shaking machines (dirt money)	11.70 per week
10	10.8	Polisher machine operators engaged in cleaning of size troughs - Sewing Threads Section	7.90 per week

11	10.9	In the event where proper facilities are not provided for the protection of employees engaged in loading/unloading soda ash from delivery vehicles by Hand	1.10 per hour
12	10.10	Sorting unwashed rags	2.40 per week
13	10.11	Wiley hands in waste room	7.90 per week
	10.12	Clean Wool Scouring Pits in an offensive condition	Double ordinary rates
14	10.13	Picking over bales of wool, waste or rags in an offensive Condition	0.95 per bale
15	10.14	Operating flax scutchers, tow on breaker and finisher	6.50 per week
16	13.7	Payment of Results systems - Employee who also instructs learners 1st week 2nd week 3rd week continue instructing a learner thereafter	4.90 per week 4.30 per week 3.80 per week 3.80 per week
17	18.2	Meal Allowance For each subsequent meal	6.90 5.05
18	20.8	Change of shift without 2 working days' notice	16.20 extra as compensation

3. This variation shall take effect from the first full pay period to commence on or after 23 July 2005.

I. TABBAA, Commissioner.

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**SERIAL C3813****MALTHOUSES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 3186 of 2005)

Before Commissioner Tabbaa

01 July 2005

**VARIATION**

1. Delete Part B, Monetary Rates, of the award published 7 December 2001 (330 I.G. 25), and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wages**

The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:

- (a) any equivalent over award payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

Classification	Wage Total \$
Malthouse Employee	514.40

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Description	Amount \$
1	2	Flat Rate Allowance	8.90 per week
2	2	Shift Worker	44.70 per week
3	2	Leading Hand	29.00 per week
4	2	Laundry Allowance	6.60 per week

2. This variation shall take effect from the first full pay period to commence on or after 13 July 2005.

I. TABBAA, Commissioner.

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SERIAL C4253

**ENTERPRISE AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA05/331 - Enterprise Agreement 2005 Teachers Employed by the Catholic Education Office - Diocese of Parramatta****Made Between:** Catholic Education Office -&- New South Wales Independent Education Union.**New/Variation:** Replaces EA97/128.**Approval and Commencement Date:** Approved and commenced 2 December 2005.**Description of Employees:** The agreement applies to all teachers employed by the Catholic Education Office, Diocese of Parramatta, who fall within the coverage of the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2004**Nominal Term:** 12 Months.**EA05/332 - Stowe Australia Pty Ltd Sydney Client Services Division Enterprise Agreement 2005****Made Between:** Stowe Australia Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.**New/Variation:** New.**Approval and Commencement Date:** Approved and commenced 1 November 2005.**Description of Employees:** The agreement applies to all Division employees employed by Stowe Australia Pty Ltd, located at 10-12, Clyde Street, Rydalmere, NSW 2116, who are engaged upon work within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communication Contracting Industry (State) Award.**Nominal Term:** 36 Months.

**EA05/333 - Shinagawa Refractories Australasia Pty Ltd Glastonbury Avenue - Maintenance Enterprise Agreement 2005**

**Made Between:** Shinagawa Refractories Australasia Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 6 October 2005.

**Description of Employees:** The agreement applies to all employees employed by Shinagawa Refractories Australasia Pty Ltd, who are performing work under classifications prescribed by the award at the company's Glastonbury Avenue site, who fall within the coverage of the Metal, Engineering, and Associated Industries (State) Award.

**Nominal Term:** 20 Months.

**EA05/334 - The Smith's Snackfood Company Ltd - Rydalmere Warehouse Enterprise Agreement 2005**

**Made Between:** The Smith's Snackfood Company Ltd -&- the National Union of Workers, New South Wales Branch.

**New/Variation:** Replaces EA04/124.

**Approval and Commencement Date:** Approved 7 November 2005 and commenced 31 July 2005.

**Description of Employees:** The agreement applies to all employees employed by The Smith's Snackfood Company Limited, at the Rydalmere Warehouse at 23, South Street, Rydalmere, who fall within the coverage of the Storemen and Packers, General (State) Award.

**Nominal Term:** 24 Months.

**EA05/335 - Mayne Health Diagnostic Imaging Nurses' Enterprise Agreement 2005**

**Made Between:** Mayne Group Limited trading as Mayne Health Diagnostic Services -&- the New South Wales Nurses' Association.

**New/Variation:** Replaces EA04/199.

**Approval and Commencement Date:** Approved 29 November 2005 and commenced 31 December 2005.

**Description of Employees:** The agreement applies to all nursing staff employed by Mayne Group Limited in NSW trading as Mayne Health Diagnostic Imaging located at 60 Waterloo Rd, North Ryde NSW 2113, who fall within the coverage of the Private Industry Nurses' (State) Award.

**Nominal Term:** 24 Months.

**EA05/336 - Teachers Employed at Baulkham Hills Pre School Kindergarten Enterprise Agreement 2005**

**Made Between:** Baulkham Hills Pre-School Kindergarten Inc -&- the New South Wales Independent Education Union.

**New/Variation:** Replaces EA02/238.

**Approval and Commencement Date:** Approved and commenced 4 November 2005.

**Description of Employees:** The agreement applies to all teachers and teacher directors employed by Baulkham Hills Pre-School Kindergarten, located at Torrs Street, Baulkham Hills NSW 2153, who fall within the coverage of the Teachers (Non Government Pre-Schools) (State) Award 2002.

**Nominal Term:** 36 Months.

**EA05/337 - National Foods Limited Penrith Electrical Services Agreement 2004-2007**

**Made Between:** National Foods Milk Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA02/211.

**Approval and Commencement Date:** Approved 31 October 2005 and commenced 1 July 2005.

**Description of Employees:** The agreement applies to all employees employed by National Foods Milk Limited, who are eligible to be members of the Electrical Trades Union of Australia, New South Wales Branch, in relation to electrical employees employed at National Foods Limited's facility at Castlereagh Road, Penrith, NSW, engaged in maintenance associated with the receipt, production and distribution of milk and related products, who fall within the coverage of the Electricians, &c. (State) Award.

**Nominal Term:** 30 Months.

**EA05/338 - Adsteam Harbour Sydney - Lines and Mooring EBA 2005**

**Made Between:** Adsteam Harbour Pty Ltd -&- The Seamens' Union of Australia, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 30 August 2005.

**Description of Employees:** The agreement applies to all employees employed by Adsteam Harbour Pty Ltd, located at 7, Cooper Street, Balmain NSW 2041, who fall within the coverage of the Motor Boats and Small Tugs (State) Award.

**Nominal Term:** 30 Months.

**EA05/339 - Dunlop Bedding (NSW) Enterprise Bargaining Agreement 2005**

**Made Between:** Pacific Brands Home Comfort Group (Dunlop Bedding) -&- the National Union of Workers, New South Wales Branch.

**New/Variation:** Replaces EA03/252.

**Approval and Commencement Date:** Approved 5 October 2005 and commenced 4 June 2005.

**Description of Employees:** The agreement applies to all employees employed by Pacific Brands Home Comfort Group t/as (Dunlop Bedding), located at 28, Scrivener Street Warwick Farm, 2170, who fall with the coverage of the following awards: Furniture and Furnishing Trades (State) Award, Storemen and Packers, General (State) Award.

**Nominal Term:** 24 Months.

**EA05/340 - Catholic Cemeteries Board Maintenance Employees Enterprise Agreement 2005**

**Made Between:** Catholic Cemeteries Board -&- The Funeral and Allied Industries Union of New South Wales Branch.

**New/Variation:** Replaces EA02/328.

**Approval and Commencement Date:** Approved and commenced 2 December 2005.

**Description of Employees:** The agreement applies to all maintenance employees employed by Catholic Cemeteries Board, located at Lidcombe NSW 2141, (Barnet Avenue, Rookwood Cemetery), who fall within the coverage of the Cemetery and Crematoria Employees (State) Award.

**Nominal Term:** 26 Months.