

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/232

TITLE: Roll Surface Technologies - Australian Workers Union (Port Kembla) Agreement 2003

I.R.C. NO: IRC3/5355

DATE APPROVED/COMMENCEMENT: 9 October 2003

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**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 5 December 2003

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of Roll Surface Technologies at its BHP Steel Port Kembla site who are engaged in classifications set out in the Metal, Engineering and Associated Industries Award 1998.

PARTIES: Roll Surface Technologies Pty Limited - &- The Australian Workers' Union, New South Wales

ROLL SURFACE TECHNOLOGIES AND AUSTRALIAN WORKERS UNION (PORT KEMBLA) AGREEMENT 2003

1. Title

This Agreement shall be referred to as the Roll Surface Technologies - Australian Workers Union (Port Kembla) Agreement 2003.

2. Arrangement

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3. Application

This Agreement shall apply at Roll Surface Technologies site at BHP Steel Port Kembla to all employees engaged in classifications set out in Metal, Engineering and Associated Industries Award 1998.

4. Parties Bound

This Agreement shall be binding upon Roll Surface Technologies Pty Limited - ACN 056 968 524 (hereinafter referred to as RST) and the Australian Workers Union (AWU), its officers and members employed by RST on site at BHP Steel Port Kembla.

5. Objectives

The objectives of this Agreement are:

To regulate partially the terms and conditions of the employment for the RST employees working on site at BHPS Port Kembla.

To enable RST to tender for, and perform work in the area covered by the Agreement in a productive, efficient and orderly way.

To encourage employees to work in a productive, efficient, flexible and safe way in accordance with their full skills and competence to meet the requirements of RST and their customers.

6. Relationship to Parent Award

This Agreement shall read and be interpreted in conjunction with the Metal, Engineering and Associated Industries Award 1998 ("the Award").

- (a) Where the Agreement is silent on the rates of pay, conditions, allowances and other matters pertaining to the employment relationship, the Award shall apply.
- (b) In the event of any inconsistency in respect of rates of pay. Conditions allowances or any other matter between the Award and this Agreement, this Agreement shall take precedence to the extent of the inconsistency.
- (c) The rates provided for by this Agreement shall cover all normal disabilities associated with the work undertaken and shall be in lieu of special rates or disabilities now or in the future provided by the award.

7. No Extra Claims

- (a) No variation or amendments to the Agreement shall be sought or entertained by any of the parties during the defined term of the Agreement.
- (b) It is agreed that the rates of pay contained in this Agreement are in lieu of any increases, which may arise for National Wage Cases, Safety Net Adjustment Decisions, etc., during the life of this Agreement.

8. Duration of the Agreement

This Agreement shall become effective from the first pay period to commence on or after date of certification by the Industrial Relations Commission of NSW and remain in force until 1st September 2004, at which time it will come up for revision.

9. Not to Be Used as a Precedent

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other operation of RST.

10. Renewal of Agreement

The parties agree that three months prior to the expiry of this agreement, collective negotiations will commence on the renewal/replacement of this Agreement with a new Enterprise Agreement to continue the process of continuous improvement to the productive performance of RST.

The parties agree that so long as genuine negotiations are continuing then there will be no resort to, or threat of, industrial action.

If any party is dissatisfied with the progress of the negotiations, then such a party agrees to use the process in the Settlement of Disputes clause to resolve the matter.

Where a major change to the scope of work for RST (Port Kembla Plant) occurs and this agreement does not suitably cover the change in work then a new agreement may supersede this agreement.

11. Ordinary Hours of Work

11.1 Ordinary Hours - Day Workers

Ordinary hours will 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 24hrs; or
- (b) 152 in 28 consecutive days

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

11.2 Meal Breaks

Twenty minutes shall be allowed each day or shift to enable employees to take a meal which will be counted as time worked.

11.3 Daylight Saving

Employees working on shifts which occur during the change from standard time to summer time, i.e. daylight saving, will be paid at their normal rate of pay for the actual hours worked on that shift i.e. 7 hours. This method of payment will also apply to shifts occurring during the change from summer time to standard time, where 9 hours payment at normal rates will apply.

12. Shift Allowances for Shift Workers

12.1 Shift Allowance

Shift workers shall be paid, in addition to the rates payable under this agreement, Shift Allowances; Shift Workers whilst working shift work which involves regularly weekly changes at the following rate per 38hr week in respect to all shifts worked;

Rate	Base Rate	1/9/02	1/9/03
Day Shift, Afternoon Shift	\$44.50	\$46.30	\$48.15
Day Shift, Afternoon Shift, Night Shift	\$53.50	\$55.65	\$57.88

12.2 Rate For Working On Saturday Shift

The minimum rate to be paid to any shift workers for work performed during ordinary hours between midnight Friday and midnight on Saturday shall be time and one half.

12.3 Rate For Working On Sunday Shift

The rate at which Shift workers are to be paid for work done on a Sunday is double time and this rate continues until they are relieved from duty.

Where shifts commence between 11pm and midnight on a Sunday the time so worked before midnight does not entitle shift workers to the Sunday rate of pay.

Shift workers required to work on a Sunday shall be afforded at least four hours work or paid for four hours at the appropriate rate except where such work is continuous with overtime or work commenced on the previous day or completed on the following day, provided that where work continues over two day, the minimum payment shall be for four hours at the appropriate rate.

13. Overtime

For the purposes of this clause normal hours shall be the ordinary hours of work determined in the manner provided by clause 10 of this award.

The hourly rate of pay to be used for the purpose of calculating payment for the working of overtime shall be 1/38 of the weekly rate provided in clause 15 of this award.

13.1 Payment for working overtime

All work done by shift workers in excess of, or outside, normal working hours prescribed by this award, or on a shift other than rostered shift, shall be paid the following;

The rate of time and one half for the first two hours on any one day and at the rate of double time there after, such double time to continue until the completion of the overtime work. Except when the time is worked by mutual arrangement between the employees themselves; or for the purpose of effecting the customary rotation of shifts; or, on a shift to which an employee is transferred on short notice as an alternative to standing down the employee in circumstances which involve the deduction of payment for a day in accordance with clause 4.5 (standing down of employees) of this award.

13.2 Requirement to work reasonable over time

The employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

13.3 Rest Period After Overtime

Where overtime work (including work on a rostered day off or work on a Sunday or Public Holiday) is necessary, it shall, where ever reasonable practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

Employees (other than casual employees) who work so much overtime between the termination of their normal work on one day and the commencement of their normal work on the next day that they have not had a least eight consecutive hours off duty between those times, shall be released after completion of such overtime until they have had eight consecutive hours off duty, without loss of pay for normal working time occurring during such absences.

If, on the instruction of the employer, employees resume or continue work without having had eight consecutive hours off duty, such employee shall be paid at double rates until released from duty for such period. The employee shall then be entitled to be absent until they have eight consecutive hours off duty, without loss of pay for normal working time occurring during such absence.

13.4 Call Back

Employees recalled to work overtime after leaving the Port Kembla site (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work. Except in the case of unforeseen circumstances arising, employees shall not be required to work the full four hours if the job they are recalled to perform is completed within a shorter period.

Paragraph above shall not apply in cases where it is customary for a n employee to return to Port Kembla to perform a specific jb outside their normal working hours, or where the overtime is 0 continuous (subject to a meal break) with the completion or commencement of normal working time.

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of 12.3(rest period after overtime) where the actual time worked is less than three hours on recall or on each of the recalls.

13.5 Overtime Meal Allowance

Employees required to work overtime for more than two hours without being notified on the previous day or earlier that they will be required to work shall either be supplied with a meal by the employer or paid a meal allowance of \$7.80 for the first meal and for each subsequent meal. Unless the employer advises employees on the previous day or earlier that the amount of overtime to be worked will require the partaking of a second or subsequent meal(s), the employer will provide the second or subsequent meal(s), or make payment in lieu as provided in paragraph 1 of this sub clause.

If employees, following notice of overtime being given by the employer, have provided a meal or meals and are not required to work overtime or are required to work less than the amount advised, they shall be paid the current meal allowance for meals which they have provided but which were not required.

Employees called out to work prior to their normal shift shall be paid meal allowances as per paragraph 1 of this subclause, and will continue to be paid meal allowances for each 4 hours of work provided the employees resume work after the crib break.

14. Bereavement Leave

All permanent employees shall be entitled to three normal days paid bereavement leave on the death of a member of the employees immediate family or household.

15. Wage Structure

The rates of pay prescribed in the following schedule are in lieu of the wage rates and allowances provided by the Award.

		Base Rate	1/9/2002	1/9/2003
Classification		(current)	(4%)	(4%)
Process Operator 1		\$648.50	\$674.44	\$701.42
Process Operator 2		\$710.00	\$738.40	\$767.94
Process Operator 3		\$741.00	\$770.64	\$801.47

16. Casual and Permanent Part Time Employees

Casual Employees may be used on an "On Call" basis to cover additional labour requirements during peak workloads, annual leave and sick leave coverage. The rate of pay for these employees shall be their normal hourly rate plus a loading of 20%. When called in to work the minimum period of work is to be 4 hours.

Permanent Part Time employees are to be employed for a minimum of 40 hours per fortnight and a maximum of 70 hours per fortnight

17. Dispute Settlement Procedures

The following procedure shall apply in the event of an industrial issue arising:

- (a) The matter will first be discussed between the employee and the Plant Manager. At the employees option the delegate may also be present. A cooling off period of 24 hours shall commence from this point of time.
- (b) If not settled or an agreed course of action is not found, the matter shall be submitted by the delegate to the General Manager. At any point in these discussions the delegate or RST General Manager may seek the involvement of more senior Company management and/or the Union. A cooling off period of 24 hours shall commence from this point in time.
- (c) The aim of this procedure is to resolve all workplace issues as quickly as possible, and as close to the source of the issue as possible. If, however, a matter is not resolved or an agreed course of action is not found, then the procedure will move to step 16(d).
- (d) If not settled, the delegate shall seek the assistance of the State Secretary of the Union, and RST management may seek to involve more senior Company management and Australian Industry Group.

Any matter which cannot be resolved shall be referred to by either party to the Australian Industrial Relations Commission. A decision of the Commission shall be accepted by the parties as final, subject to any legal appeal procedures.

- (e) Pending the resolution of any matter in accordance with the above procedure, work shall continue without disruption. The circumstances which applied immediately prior to the dispute arising shall apply until final resolution of this matter, with the exception of disciplinary issues.
- (f) No party shall be prejudiced as to final settlement by the continuation of work in accordance with this sub-clause.

Exemptions to the above procedure

- A. Safety Issues - as determined by the OH&S Committee, in consultation with management, the AIRC or the relevant State OH&S Bodies.
- B. ACTU Dispute - 48 hours notice will be given when possible.

18. Right of Entry

An official or officer of The Australian Workers Union shall have the right to enter the premises of the employer at any time during operating hours for the purpose of meeting employees including employees conducting union business, and examining and copying documents relevant to an employees employment.

19. Amenities

Employees shall provide each employee with access to the following amenities;

boiling water

tea coffee and sugar

locker

change rooms

20. Annual Leave Loading

In respect of a period of Annual Leave an employee shall be paid an Annual Leave loading of 20% of their ordinary pay rate. An employee, upon termination, shall be paid all accrued annual leave, and in addition, an annual leave loading of 20%.

21. Clothing, Uniforms and Personal Protective Equipment

- (a) If an employer requires an employee to wear a uniform it shall be supplied by the employer.
- (b) Such uniform shall remain the property of the employer and shall be maintained and laundered by the employer.
- (c) The employer shall provide employees with all appropriate personal protective clothing and equipment (including sunscreen).

22. Introduction of Change - Employers Duty to Notify and Consult

- (a) Employers Duty To Notify
 - I. Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure, outsourcing or technology that are likely to have "significant effects" on employees, the employer shall notify the employees who may be affected by the proposed changes and The Australian Workers Union in writing. The notification shall give a proposed implementation date.
 - II. "Significant effects" include termination of employment, major changes in the composition, operation or size of the employers work force or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or location and the restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (b) Employers Duty To Discuss Change
 - I. The employer shall discuss with the employees affected and the union, (among others), the introduction of the changes referred to in subclause (a) hereof, the effects the changes are likely to have on employees, measure to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or The Australian Workers Union in relation to the changes.
 - II. The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (a) hereof.
 - III. For the purposes of such discussion, the employer shall provide in writing to the employees concerned and The Australian Workers Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be against the employers interests.

23. Jury Service

A weekly employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount of wages he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

24. Long Service Leave

(a) Rate of Accrual

Long service leave shall accrue at the rate of 13 weeks long service leave after 10 years continuous service. This rate of accrual is not retrospective and applies only to long service leave accrued from the date of certification of this Agreement.

(b) Payment During Long Service Leave

Long service leave shall be paid at the employee's ordinary base rate (i.e. excluding compulsory rostered overtime, shift and weekend penalty rates).

(c) Payment of Accrued Long Service Leave on Termination

Payment of accrued long service leave on termination of employment, for any reason, is at the employee's ordinary base rate (ie excluding compulsory rostered overtime, shift and weekend penalty rates).

(d) Pro Rata long Service Leave

An employee who has completed with RST at least five years service, and whose services are terminated by RST for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, will be paid out their accrued long service leave at a pro-rata rate for each completed year of service in excess of 5 years.

25. Payroll Deduction

The employer shall, where authorised by individual employees, deduct from the employees wages their membership contributions and forward such membership contributions to The Australian Workers Union.

26. Prescription Eye Safety Glasses

An employer covered by this agreement, who in the course of their employment is required to wear both prescription glasses and eye protection, shall be provided, by the employer, with prescription eye safety glasses.

27. Public Holidays

(a) A full-time employee under this award is entitled to the following public holidays, without loss of pay:

New Years Day

Australia Day

Labour Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Queens Birthday

Picnic Day of AWU

Christmas Day

Boxing Day

Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.

- (b) Substitution of Certain Public Holidays Which Fall on a Weekend
 - I. Where Christmas Day falls on a Saturday or Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day.
 - II. Where Boxing Day falls on Saturday or Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day.
 - III. Where New Years Day or Australia Day falls on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.
- (c) Substitution of Public Holidays by Agreement at the Enterprise
 - I. By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of the prescribed days.
 - II. Where an additional public holiday is proclaimed or gazetted by the authority of the Australian Government or of the New South Wales Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or locality thereof, other than persons covered by Federal awards, or where such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this agreement for employees covered by this agreement who are employed in the locality in respect of which the holiday has been proclaimed or ordered as required.

28. Superannuation

- (a) Payments shall be remitted 3 monthly to the account of the employee in the format required by the fund manager.
- (b) The employer shall take all reasonable steps to ensure that the employee, entitled to a contribution arising from this clause, becomes a member of the fund/s nominated in this subclause. Should an employee decline to join a fund nominated in this clause, the employer shall immediately advise the Port Kembla Branch Secretary of The Australian Workers Union.
- (c) Not with standing paragraph c) above, the employer shall make contributions to the fund specified in paragraph a) above for all employees commencing employment with the employer on a date of certification of this agreement.
- (d) If an employee decides to contribute part of their defined wage (salary sacrifice) into the Superannuation Fund, as described in clause 28-(a) above, then the company will contribute the following amounts, in addition to the Government Guarantee amount: -

Employee Contribution		RST Contribution
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	1/1/2003	1/9/2003
2% (Minimum)	2%	2%
4%	2%	4% (Max)

29. Meetings

Employees requested by the company to attend meetings held on site will be paid at the appropriate overtime rates if meeting is held outside their normal working hours.

30. Sick Leave

- (1) An employee who is unable to attend for duty during their ordinary working hours by reason of personal illness or incapacity not due to their own serious and wilful misconduct shall be entitled to be paid at ordinary time rates of pay which would have been payable if they had attended for duty, for the time of such non-attendance subject to the following:
 - (a) They shall not be paid leave of absence for any period in which they are entitled to workers compensation;
 - (b) They 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) They shall prove to the satisfaction of the company, or in the event of a dispute, the Industrial 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 more than the number of ordinary working hours specified in paragraph (e) of this sub clause. Any period of paid sick leave allowed by the company to an employee in any such year will be deducted from the period of sick leave which may be allowed or carried forward under this agreement in or in respect of the earliest year of employment for which the employee has accumulated or accrued right.
 - (e) The number of ordinary working hours referred to in paragraph (d) of this sub clause shall be:
 - (i) In the case of an employee with less than 1 years continuous service - 64.
 - (ii) In the case of an employee with 1 or more years continued employment - 80.
- (2) The rights under this clause shall accumulate year to year so long as employment continues with the company, whether under this agreement or any agreement, so that the part of the number of ordinary working hours specified in paragraph (e) of sub clause (1) of this clause which has not been 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 sub clause shall be available to any employee entering the employment of the company on or after 1 January, 1986 for a period of 16 years, but no longer, from the end of the year which they were accrued.
- (3) 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 way of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee.

31. Redundancy

Where RST has made a definite decision that RST 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 leads to the termination of employment of the employee, the employee is entitled to the following amount of redundancy pay in respect of a period of service.

Year	<1	1-2	2-3	3-4	4-5	5-6	6-7	7+
Weeks	4	7	10	13	16	18	20	+1 / year

Redundancy payments must not exceed the amount that the employee would have earned if employment with the employer had proceeded to the employee’s normal retirement date.

Redundancy payments do not apply where employment is terminated as a consequence of serious misconduct that justifies dismissal without notice. Nor does it apply in the case of probationary employees, casual employees or employees engaged for a specific period of time or for a specified task or tasks.

32. Signatories

.....
 Roll Surface Technologies Pty Limited
 Date

Signed for and on behalf of

.....
 The Australian Workers Union
 Date

Signed for and on behalf of