

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/4

TITLE: Australian Wrought Iron Group Pty Ltd Enterprise Agreement 1999

L.R.C. NO: 99/6108

DATE APPROVED/COMMENCEMENT: 13 December 1999

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 18



COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of the Australian Wrought Iron Group Pty Ltd

PARTIES: Michael Abood -&- Australian Wrought Iron Group, Jason Curtis, Grant Davis, Grant Dawson, Joshua Foster, Joshua Gallagher, Willy Gulasi, Brad Hart, Darren Hearne, Phillip Hodder, Milof Petrovic, Benjamin Slater, Douglas Stewart, Tony Vecchi, Enrico Vittorangelli

ENTERPRISE BARGAINING AGREEMENT

between

AUSTRALIAN WROUGHT IRON GROUP

Trading as (Australian Structural Steel , Australian Wrought Iron
Design , Australian Wrought Iron Security .)

and

Registered
Enterprise Agreement
Industrial Registrar

THE EMPLOYEES

of

Australian Wrought Iron Group

~~August 1999 to August 2002~~

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1. **TITLE**

This Agreement shall be known as the Australian Wrought Iron Group Pty Ltd Enterprise Agreement 1999.

2. **DEFINITIONS :**

Company : Australian Wrought Iron Group Pty Ltd

Parent Awards : Metal & Engineering Industry State Award 1998

The Agreement : Australian Wrought Iron Group Pty Ltd Enterprise Agreement 1999.

3. **PARTIES & PERSONS BOUND :**

This Agreement shall be binding upon :

1. Australian Wrought Iron Group Pty Ltd

2. All employees of Australian Wrought Iron Group Pty Ltd who are employed under any of the metal trades occupations calling or Industries specified in the Parent Award (s)

4. **RELATIONSHIP TO PARENT AWARD :**

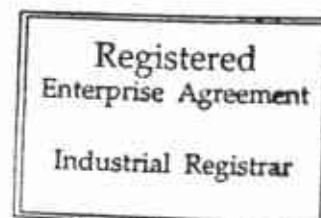
The terms and conditions of this Agreement shall rescind and replace the provisions contained in the Parent Award which apply to the relevant employees where an inconsistency exists to the extent of the inconsistency.

For the purpose of this Agreement the following Award is covered as a guide to achieve Industry Standards :

METAL & ENGINEERING INDUSTRY AWARD 1998 :

5. **DURATION OF THIS AGREEMENT :**

This Agreement shall apply from the date of certification pursuant to Industrial Relations Act 1996 , and remain in force for a period of (3) years and to be re-negotiated no later than (3) months before the expiry date of the Agreement.



This Agreement shall continue to apply beyond its expiration date until replaced by another Agreement or cancelled by one of the parties by giving (1) Month's notice in writing of its intention to terminate the Agreement.

In the event the Agreement is terminated the conditions of this Agreement shall no longer apply . Conditions governing the employment of repective employees will be prescribed by the relevant Award (s) .

6. NO EXTRA CLAIMS :

It is a term of this Agreement that the employees signatory to this Agreement will not pursue any further claims against the Company during its period of operation .

7. OBJECTIVES :

This Enterprise Agreement has the following objectives :

- (a) To provide a culture for change .
- (b) To provide workers with secure jobs with a opportunity to fully utilise existing and new skills , thereby making more interesting and challenging .
- (c) To improve the competitiveness , viability and profitability of Australian Wrought Iron Group Pty Ltd within the Building and Metal Industries providing tangible benefits for all.
- (d) To improve efficiency and flexility by changing the way work is organised .
- (e) To establish skills -related career paths for employees.
- (f) To organise company structure and job design to maximise the Company's competitiveness in the Metal Industry.
- (g) To promote investor confidence and client satisfaction through improved efficiency and quality of work.
- (h) To create a dispute free environment through consultation and a common purpose.
- (j) To maintain and enhance the Company's Occupational Health and Safety performance.



8. COMMITMENT :

The parties recognise that each has a responsibility to ensure the successful operation of this Agreement . This will be achieved by :

- (a) Australian Wrought Iron Group Pty Ltd has commitment of all of its employees to remain competitive and viable .
- (b) Australian Wrought Iron Group Pty Ltd has a commitment to consult with its employees to maximise the potential skills and knowledge of its workforce and develop stronger and more effective working arrangements .
- (c) Through increased consultation and improved efficiency , Australian Wrought Iron Group Pty Ltd will seek to give greater job and career opportunities to its employees and potential employees .

9. MEANS OF ACHIEVING OBJECTIVES :

a) **Client Satisfaction**

The parties to this Agreement acknowledge that high client satisfaction leading to good Client relationship is important to the survival , success and growth of the company and therefore its ability to offer continuity of employment to employees. Therefore :

- (1) All parties recongise and are committed to completing projects on time , within budget and to a high standard to ensure the long term viability of the company and therefore the prospect of long term employment of employees.
- (2) All parties agree to treat client with courtesy and repect and to take care of clients property.

b) **OCCUPATIONAL HEALTH & SAFETY :**

The parties to this Agreement are committed to ensuring that a safe and healthy working environment is maintained . This will be achieved through consultation , training and the adherence to appropriate legislative requirements and agreed codes of practice.



- (1) The employee (s) concerned shall in the first place raise the matter with their immediate supervisor \ foreperson .
- (2) If the matter is still not settled at this level , the employee's may seek the assistance of the duly appointed employee's representative, who shall :
 - (iia) Again raise the matter with the employee's immediate supervisor / foreperson .
If the is still not settled at this level , the employee's representative shall then :
 - (iib) Raise the matter with the company's manager or representative .
If Agreement is still not is still not reached at this level the employee's representative shall ;
- (3) If after this procedure does not resolve , the matter it should be referred to the N.S.W. Industrial Commission to be resolved by the commission.

(C) **Dispute Settlement Procedures :**

The parties to this Agreement recognise that the objectives of these procedures are to speedily resolve disputes by consultation , co-operation and discussion to eliminate industrial confrontation and thereby avoid interruption to the performance of work and consequential loss of production and wages. In the event of any dispute ;

Whilst the above procedure is being effected , Work should continue normally and no party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause .

10. **PROTECTIVE CLOTHING & FOOTWEAR :**

The Company shall supply its employees with protective clothing & Footwear on the following basis :

After a qualifying period of 152 hours of employment of service the following basis ;

- (I) 1 pair of steel toed boots
- (ii) 2 long sleeve shirts
- (iii) 2 pair of trousers shorts or overalls
- (iiiii) 1 bluey jacket (replaced only on a fair wear and tear basis)

Note - There is no allowance in the Metal Industry Award for these Items .



11. HOURS OF WORK / ROSTERED DAYS OFF :

The parties to this Agreement are committed to the following as a means of achieving improved productivity, efficiency and flexibility ;

- (I) The spread of hours under the appropriate Award may be altered to suit climatic , seasonal or client requirements , or to maximise the use of equipment .
- (ii) The starting and finishing times for an employee or group of employees may be staggered within the spread of hours 6.00am to 6.00pm with out penalty.
- (iii) To allow for improved continuity of work meal breaks may be staggered for employees or group of employees.
- (iv) The allocation of staggered work times and breaks shall be determined by Agreement with the employees affected provided that no employee shall work more than five hours without a break .
- (v) Substitution of R.D.Os. without penalty to facilitate continuity of operation . The company may require employees or groups of employees not to accumulate the R.D.Os. but take them before the next R.D.O. is due if it has not been taken on the nominated day.
- (vi) Employees will strictly observe nominated starting and finishing times for the workday and designated breaks to maximise available working times .
Monday to Friday 6am to 6pm and Weekends 7am to 2pm .
- (vii) Where appropriate amenities and lunch and rest breaks are provided closer to the work station than the main site amenities , such closer amenities will be used.

(Note : The Above Conditions are as per the Metal Industry Award 1996)

12. SAFETY :

The parties to this Agreement agree to adopt the following principles as a sole guide to handling safety issues :

- (I) That employees shall act in good faith and co-operate to find or create a safe environment so that work may continue .
- (ii) That shall a portion of a workplace be effected by safety issues , all other employees not effected shall continue to work .



- (iii) That should a portion of work be effected by safety issues , the employees so effected shall accept transfer to another work location on a site or other place of work if , in the the opinion of the Company , useful work is available in that area , other site or place of work and that work is within the scope of the employee's skill competency and the flexibility provisions as contained within the scope of the parent Award.
- (iv) That employees shall accept the use of protective clothing where that will allow to continued safety.
- (v) That employees who cannot be employed on productive work , at the Company be required to use available time for activities such as skill development, planning, consultation, information sharing etc.

Note : The above conditions as are per the Metal Industry Award 1996 .

14. TERMINATION OF EMPLOYMENT :

- (a) The parties to this Agreement acknowledge that termination of employment shall be in accordance with the relevant Award provisions except where specified elsewhere in this Agreement .
- (b) In the event of redundancy resulting from reduction in available work the current established procedures which take into consideration the following criteria for selection shall continue to apply ;
 - (I) The special needs of the type of work the company is likely to be tendering
 - (ii) Overall performance ;
 - (iii) Ability , special skills and experience ;
 - (iv) Leadership and / or organisational ability ;
 - (v) Quality ;
 - (vi) Self - motivation and ability to work without supervision;
 - (vii) Ability to get on well with other employees ;

14. TRAINING AND SKILLS DEVELOPMENT :

Australian Wrought Iron Group is committed to the training of employees to increase skills and Knowledge towards multi- skilling in the Metal and Engineering Industry .

Australian Wrought Iron Group Pty Ltd

- (a) Shall pay the fees of employees attending any work related training approved by the management of Australian Wrought Iron Group Pty Ltd .
- (b) Shall work together with the Consultative Committee to identify and implement training in areas where it is needed.
- (c) May pay for ordinary wages of employees engaged in training approved by Australian Wrought Iron Group Pty Ltd during ordinary hours . All training outside ordinary hours shall be in the employees own time.

It is anticipated that , through a coorinated training program the employees of Australian Wrought Iron Group Pty Ltd will be able to undertake a wider range of duties in the Metal Engineering Industry , thus increasing flexibility and productivity.

15. NON-AWARD CONDITIONS :

The parties to this Agreement recognise the following :

(a) **SUPERANNUATION :**

Contributions for each employee , excuding apprentices , at the rate of 7 % of their gross wage to be paid per week will be made to the C+ BUS OR COLONIAL superannuation schemes for the life of this Agreement in lieu of the Metal Industry Award provisions.

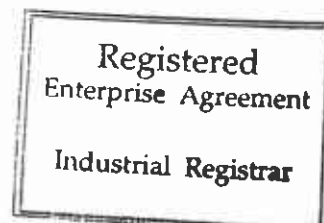
Note : **This allowance as per the Metal Industry Award**

(b) **ANNUAL LEAVE :**

Annual leave is four weeks (4) per year and has a loading of 17% paid as a entitlement to all employees employed by Australian Wrought Iron Group Pty Ltd Annual leave can be broken up and taken where a employee needs to take a week at a time during the year.

Employees must give adquate notice when intending to take leave in sections of the year that is not normally a holiday season .

Note : **Annual is given as per the Metal Industry Award standard Conditions**



(c) **SICK LEAVE :**

All parties agree that in the interest of uniformity , the following sick leave arrangements shall apply to all employees covered by the parent Award covered in Clause 2 of this Agreement.

ENTITLEMENTS

An employee other than a casual employee, as defined, who absent from his/hers work on account of personal illness or on account of injury by accident, other than that covered by worker's compensation , shall be entitled to leave of absence , without deduction of pay subject to the following conditions and limitations :

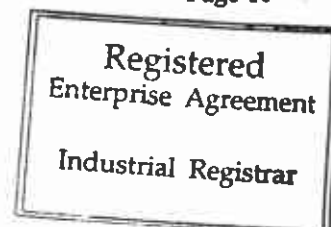
- (1) He / she within 24 hours inform the Company of his / hers inability to attend for duty and as far as practical , state the nature of the injury or illness and the estimated duration of his \ her absence .
- (ii) He \ she prove satisfaction of Australian Wrought Iron Group Pty Ltd (or in the event of a dispute refer to the dispute Settlement Procedure) that he\ she was unable to account of such illness or injury to attend for duty on the day or days for which sick leave is claimed or intitled to under the act .
- (iii) An employee during his\ her first year of employment with the Company shall be entitle to sick leave entitlement at the rate of five (5) sick days for the first year and eight (8) days each year after .

Provided that an employee who has completed one year of continuous employment shall be credited with a further (8) eight days sick leave entitlement at the beginning of his \ hers second and each subsequent year , whic subject to sub-clause (23e) shall commence on the anniversary of engagement.

(d) **PICNIC DAY :**

It is a term of this Agreement that all employees shall be given the nominated Metal Industries picnic day off with full pay on the day .

(Note : No Picnic Day allowed for in the Metal Engineering Award)



16. COMPANY DRUG AND ALCOHOL POLICY :

It is a term of this Agreement under no circumstances will any employee affected by alcohol and \ or and other drug , be permitted to operate any equipment on Company premises or projects .

If a worker is found to be affected by alcohol or any other drug the will be asked to under take a Drug or Alcohol test which will be performed by a qualified person and if the test is shown to be positive the person will be sent home to recover He \ she will not be paid for the lost time off .

Futhure , the parties agree that no alcohol will be permitted on company premises or projects at any time during work hours .

If a person after returning to work is found to be under the influence of Drugs or Alcohol that person must undertake a Rehabilitation scheme to assist the employee to be rehabilitated of the habit that effects his \ her work safety practices .

The Company also holds the right to carry out Drug & Alcohol tests on any person suspected of being under the influence of Drugs or Alcohol during work hours .

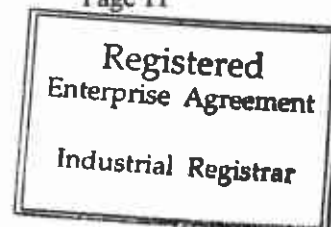
17. PRODUCTIVITY :

The parties to this Agreement agree that is essential to improve efficiency and productivity of the Company .

In order to achieve improved productivity and efficiency the following mechanism -will need to be adopted by both the staff and Company .

- (a) All employees through the consultative committee will be able to have input on methods for decreasing idle time, absenteeism , removing restrictive work practices , establishing goals for improvement and taking appropriate action to implement goals .
- (b) The Acknowledgement of the continued need for high standards of quality and high workmanship.
- (c) A productivity Allowance of an extra \$ 1.50 per hour will be paid for all site work and will be paid to all workers involved in site activities.

Note : (This Allowance is not covered in the Metal Industry Award)



18. PAYMENT OF WAGES :

In lieu of relevant clauses in the Parent Award (s) the following shall apply to all employees :

- (a) All wages, allowances and other monies may be paid by Electronic Funds Transfer
- (b) Wages , shall be made available no later than 3.30 pm on Thursday of each week
Waiting time shall not be payable where an employee is kept waiting for their money due to circumstances beyond the control of the Company . Nothing shall prevent any alternative arrangement between the Company and an employee.

19. COMPANY CONSULTATIVE COMMITTEE :

Australian Wrought Iron Group will maintain a Consultative Committee as a forum for effective communication between the parties.

The Consultative Committee will be made of two (2) nominated employee representatives elected by the Company employees and two (2) management representatives of the Company .

The principle purpose of this Committee will be to ;

- (a) Facilitate and monitor the implementation of the terms of this Agreement ;
(This may include a review at the expiration of a six (6) Month period from the date of Cirtification by the Industrial Commission)
- (b) Facilitate the process of Workplace Reform through consultation ;
- (c) Develop and recommend measures or actions aimed at improving efficiency and productivity of the organisation's business including but not limited to ;
 - (I) Productivity
 - (ii) Job Security
 - (iii) Skill Audits
 - (iv) Training Plan
 - (v) Quality Assurance / Management
 - (vi) Occupational Health & Safety
 - (vii) Ability to Secure Future Projects
 - (viii) Removal of restrictive Work Practices



20. WAGES RENUMERATION :

In recognition of the efficiencies and productivity measures contained within this Agreement the following increases shall be available to all employees covered by this Agreement ;

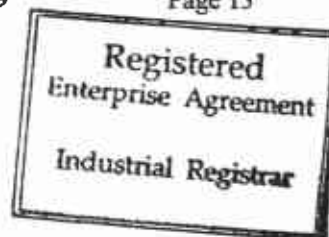
- (i) From the first pay period on or after the date the Agreement is ratified by the N.S.W. Industrial Commission 3% shall apply to the current rates of pay as applies at the time of signing .
- (ii) It is agreed that there will also be a further increase of 3 % on the anniversary of the ratification of the said Agreement until the expiry date when the Agreement will be re- negotiated between the parties .
- (iii) If during the period of the Agreement an increases is brought down for the Superannuation contribution above the 7% the company will pay the new contribution to meet the requirements of the Act .

21. NON- DISCRIMINATION POLICY :

It is a term of this Agreement that Australian Wrought Iron Group's philosophy and policy that all employees and applicants to be employed fairly and without regard to race , colour , sex marital status , religion , national origin , handicapped status or age .

Discrimination against any of these conditions will not be allowed or tolerated This policy apply's to all employment practices including recruiting , hiring pay rates , training and development ,promtions and other conditions of employment and termination's.

The Australian Wrought Iron Group also prohibits any form of harassment , joking remarks or abusive conduct directed at employees because of their race , colour , sex , marital status , national origin , handicapped status or age .



22. SEXUAL HARASSMENT :

It is a term of this Agreement that Australian Wrought Iron Group prohibits Sexual Harassment of any employee at any time .

Sexual Harassment is prohibited because it is intimidating and abuse of power and is inconsistent with the Australian Wrought Iron Group's policy practices and management philosophies .

Sexual Harassment is defined as unwelcome sexual advances , requests for sexual favors and other verbal or physical conduct of a sexual nature .

Everyone has their own understanding of what constitutes harassment .
Sexual Harassment can take the following forms ;-

- Personal decision (eg promotions \ raise) made by a supervisor or boss based on the employees submission to or rejection of sexual advances.
- Submission to a sexual advance used as a condition of keeping a job whether expressed in a explicit or implicit terms .



EMPLOYEE & EMPLOYER SIGN OFF SHEET :

It is a term of this Agreement and a condition of the Australian Workplace Act 1996 that a secret ballot take place involving all employees of the company .

After the ballot has taken place and 65% of the employees has accepted this Agreement they sign against their name as proof of the Agreement being accepted on this Date .

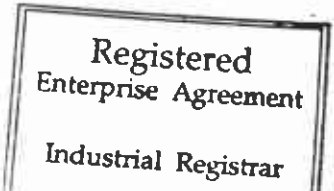
EMPLOYEES :

JASON CURTIS *[Signature]* DATE 6/9/99
 PHILLIP HODDER *[Signature]* DATE 6/9/99
 MILOF PETROVIC *[Signature]* DATE 6.9.99
 GRANT DAWSON *[Signature]* DATE 6.9.99
 TONY VECCHI *[Signature]* DATE 6-9-99
 DARREN HEARNE *[Signature]* DATE 6.9.99
 GRANT DAVIS *[Signature]* DATE 6-9-99
 ENRICO VITTORANGELLI *[Signature]* DATE 6.9.99
 JOSHUA FOSTER *[Signature]* DATE 6.9.99
 NEIL BROWN ~~LEFT COMPANY 30/8/99~~ DATE
 BRAD HART *[Signature]* DATE 7/9/99
 MICHEAL ABOOD *[Signature]* DATE 6.9.99
 WILLY GULASI *[Signature]* DATE 6.9.99
 DOUGLAS STEWART *[Signature]* DATE 6-9-99
 BENJAMIN SLATER _____ DATE _____
 JOSHUA GALLAGHER *[Signature]* DATE 6-9-99

As a acknowledgement that the management of Australian Wrought Iron Group is committed to this Agreement the signature of the Company Director to be signed below

EMPLOYER :

PAUL MIRABITO *[Signature]* DATE 6.9.99.



AUSTRALIAN WROUGHT IRON GROUP

EMPLOYEE WAGE MATRIX

1999

Classification	Award Rate Per 38 Hrs	Hourly Rate	Time & Half Per Hour	Double Time Per Hour
Apprentice 17 yrs	\$239.40	\$6.30	\$9.45	\$12.60
" " 18 yrs	\$345.80	\$9.10	\$13.65	\$18.20
" " 19 yrs	\$416.10	\$10.95	\$16.42	\$21.90
" " 20 yrs	\$456.00	\$12.00	\$18.00	\$24.00
Labourers	\$530.10	\$13.95	\$20.92	\$27.90
Trades Assistance	\$550.24	\$14.48	\$21.72	\$28.96
Tradesmen C10	\$626.24	\$16.48	\$24.72	\$32.96
Factory Foremen	\$704.52	\$18.54	\$27.81	\$37.08
Site Supervisor	\$685.90	\$18.05	\$27.07	\$36.10

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AUSTRALIAN WROUGHT IRON GROUP

EMPLOYEE WAGE MATRIX 2000

Classification	Award Rate Per 38 Hrs	Hourly Rate	Time & Half Per Hour	Double Time Per Hour
Apprentice 17 yrs	\$247.00	\$6.50	\$9.75	\$13.00
" " 18 yrs	\$357.20	\$9.40	\$14.22	\$18.80
" " 19 yrs	\$429.40	\$11.30	\$16.95	\$22.60
" " 20 yrs	\$469.30	\$12.35	\$18.00	\$24.70
Labourers	\$530.10	\$13.95	\$20.92	\$27.90
Trades Assistant	\$568.10	\$14.95	\$22.42	\$29.90
TRADESMEN C10	\$644.10	\$16.95	\$25.42	\$33.90
Factory Foreman	\$725.80	\$19.10	\$28.65	\$38.20
Site supervisor	\$706.80	\$18.60	\$27.90	\$37.20

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AUSTRALIAN WROUGHT IRON GROUP

EMPLOYEE WAGE MATRIX 2001

Classification	Award Rate Per 38 Hrs	Hourly Rate	Time & Half Per Hour	Double Time Per Hour	
					Classification
APPRENTICE	17 yrs	\$254.60	\$6.70	\$10.05	\$13.40
"	18 yrs	\$388.60	\$9.70	\$14.55	\$19.40
"	19 yrs	\$444.60	\$11.70	\$17.55	\$23.40
"	20 yrs	\$484.50	\$12.75	\$19.12	\$25.50
LABOURERS		\$547.20	\$14.40	\$21.60	\$28.80
TRADES ASSISTANT		\$585.20	\$15.40	\$23.10	\$30.80
TRADESMEN C10		\$665.00	\$17.50	\$26.25	\$35.00
FACTORY FOREMAN		\$748.60	\$19.70	\$29.55	\$39.40
SITE SUPERVISOR		\$729.60	\$19.20	\$28.80	\$38.40

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