

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/50

**TITLE: Sermacs Industrial Services Pty Ltd Steel Industry
Enterprise Bargaining Agreement 2004**

I.R.C. NO: IRC4/6716

DATE APPROVED/COMMENCEMENT: 29 November 2004 / 1 October 2004

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 11 March 2005

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Sermacs Industrial Services Pty Ltd, located at 419 Hunter Street, Newcastle NSW 2300, engaged at the One Steel Market Mills Works in Newcastle, who fall within the coverage of the Security Industry (State) Award.

PARTIES: SERMACS Industrial Services Pty Ltd -&- The Australian Workers' Union, New South Wales

SERMACS INDUSTRIAL SERVICES PTY LTD STEEL INDUSTRY ENTERPRISE BARGAINING AGREEMENT 2004

SCHEDULE A

1. Title

This Agreement shall be known as the Sermacs Industrial Services Pty Ltd Steel Industry Enterprise Bargaining Agreement 2004 (the Agreement).

2. Arrangement

Clause No. Subject Matter

Schedule A

1. Title
2. Arrangement
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Schedule B - Wages

3. Application and Incidence of Agreement

This Agreement shall apply to Sermacs Industrial Services Pty Ltd of Newcastle (the company) in respect of all work carried out by the Company and its employees whilst engaged at the One Steel Market Mills works in Newcastle (hereinafter referred to as the client).

The Company's employees carry out, Security Patrols, Alarm Monitoring, First Aid Emergency Response, Site Access Control, Drug And Alcohol Testing, Enforcement of Clients Traffic Control Rules and any other task that falls within the skills, training and competence of the Company's employees.

4. Parties Bound

- (a) Sermacs Industrial Services Pty Ltd
- (b) All employees of Sermacs Industrial Services Pty Ltd whether members of the organisations of employees listed in this clause or not engaged in any of the occupations of this Agreement;
- (c) The Australian Workers Union New South Wales

5. Date & Period of Operation

This Agreement shall come into force from the beginning of the first pay period to commence on or after the date of certification of this agreement and shall remain in force for 3 Years

6. Efficiency, Productivity and Flexibility

- (a) Work Obligations

Subject to the provisions of this Agreement, all employees shall be engaged on a weekly basis (full time or part time).

All new employees will be engaged for an appropriate 3 month probationary period to determine their suitability to carry out tasks required.

Where the employee is found to be unsuitable during the Probationary Period his/her employment may be terminated with the minimum notice period of one week.

Probationary employees are excluded from the unfair dismissal provisions of the *Industrial Relations Act* (N.S.W.) 1996 by Section 83 (2) Regulation 6 (1) (c) (i) of Part 2A of the Industrial Relations (General) Regulations 2001.

- (b) Performance of Work

It is a term and condition of employment and of the rights applying under this Agreement, that an employee:

- (1) Performs such work to the best of their ability within their skill competence and training and as the Company at all times reasonably requires;
- (2) Participates in training and be accredited in work skills and knowledge to become a flexible member of the work team;
- (3) In the case of a shift worker, continues work until relieved by a counterpart on the incoming shift or until the Company is able to make suitable arrangements to cover the position; (up to a maximum of 4 hours)
- (4) Utilises the skills and knowledge the employee possesses for the Client without reservation
- (5) Works reasonable overtime in addition to the rostered hours of duty if so required;
- (6) The employees shall comply with the appropriate Occupational Health & Safety obligations and legislation;
- (7) The employees shall comply with the procedures for resolving claims, issues and disputes set out in clause 15 of this Agreement.
- (8) Where workplace changes, individually or collectively, have a material impact on the work performed they will be the subject of consultation between the parties prior to implementation.

7. Relationship to Parent Award

This Agreement shall be read and interpreted wholly and in conjunction with the N.S.W. Security Industry (State) Consolidated Award provided that where there is any inconsistency between this Agreement and the abovementioned Award, this Agreement shall take precedence to the extent of the inconsistency.

8. Casual Employment

All casual labour will be paid in accordance with the terms of the N.S.W. Security Industry (State) Consolidated Award, and the rates of pay prescribed in this agreement.

9. Increases During Term of the Agreement

Increases to apply during the life of this Agreement are:

\$34/38 hour week to all classifications effective from the first full pay period commencing on or after 1/10/2004

4% to all classifications effective from the first full pay period commencing on or after 1/10/2005.

4% to all classifications effective from the first full pay period commencing on or after 1/10/2006.

The rates of pay for all classifications will, subject to the other provisions of this Agreement, be the rates set out in Schedule B, Wages.

10. No Extra Claims

The union undertakes for the duration of this Agreement, and until its nominal expiry date, 30th September 2007, not to raise any further claims, award or over award (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.

11. Renewal of Agreement

- (a) The Agreement will remain in place thereafter until such time as it is varied or rescinded.
- (b) The parties agree that three (3) months before the expiry of this Agreement, negotiations will commence on the renewal/replacement of this Agreement.
- (c) If any party is dissatisfied with the progress of the negotiations, then such party agrees to use the process described in Clause 15 of this Agreement.

12. Union Membership

- (a) Upon receipt of written authorisation from the employee, the company will deduct an amount from the employees' wages each week to cover the payment of union dues and remit quarterly to the Union.
- (b) Sermacs Industrial Services will be entitled to a 2.5% administration fee for this service

13. Payment of Wages

Security Industry Award Clause 13 to apply.

14. 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 plant or enterprise.

15. Procedures for Resolving Claims, Issues and Disputes

All parties to this Agreement recognise and accept that people have differing viewpoints and hence, conflict will arise from time to time. To ensure the credibility of the Company and the job security of employees, it is agreed that it is in the best interests of all parties to manage the resolution of conflict by means which do not damage the Company's business or its client relationships.

To enable claims, issues and disputes to be progressed while work proceeds normally and without interruption, the procedures outlined in this clause will apply.

- i) Employees and/or the delegate of the union/s will place the claim, issue or dispute before the front line supervisor. This group will take all reasonable steps to settle the matter together.
- ii) Failing agreement, all parties will place the claim, issue or dispute before the Newcastle Manager. This group will take all reasonable steps to settle the matter.
- iii) If the claim, issue or dispute remains unsettled, the delegate/s and/or the employee/s will contact their union official immediately who will arrange a conference with Company management in order to try to settle the matter.
- iv) If the above procedures fail to settle the matter in dispute the parties will refer the matter to the Industrial Relations Commission of NSW.

The above procedures will be progressed quickly, but reasonable time limits will be applied.

Where a claim, issue or dispute relates to a safety matter the above procedure will be followed. However, where an Occupational Health and Safety Committee exists, the committee or a member of the committee may be involved in assisting the settlement of the matter. Upon advice that a safety dispute exists, the supervisor will take immediate corrective action to allow work to continue without risk to health and safety. Nothing in this procedure changes the rights and obligations the employer and employees have under the *Occupational Health and Safety Act 2000* (NSW).

If the above procedures fail to settle a claim, issue or dispute and industrial action is intended which will interrupt or delay the Client's operations, then no such industrial action will occur until the expiry of ten (10) days from the time a written notice of such intended action has been given to the Company.

No party shall be prejudiced simply by the fact that work continued whilst the above process was being followed.

16. Impact of Client Industrial Disputes on Company Contracts' Work

When the Company's employees are working within the boundaries of a client's operation and the client's employees enter upon industrial action, the Company's employees will continue at work where:

- (a) The work is in the terms and specification of a specific fixed price contract, whether described by the client as "capital", "maintenance" or "service".
- (b) Can be continued without carrying out any work of the client's employees who are on strike.
- (c) In instances where work cannot continue because of the client's employees' stoppage, there will be no restriction on work carrying on in the Company's Workshop (whether or not within the Client's site) or carrying out work at another contract location.

17. Payment for Working Overtime

For all work done outside ordinary hours, the rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work. All time worked on a Sunday to be paid at double time.

18. Management/Union Commitment

This agreement has been negotiated between the employees and their respective representatives, and Sermacs Industrial Services Pty Ltd in respect of work carried out at the client's site.

All parties to this agreement are committed to the strategy, objectives, and implementation of all actions contained in this agreement.

The terms of this agreement and the intention for this to be an Agreement certified by the NSW Industrial Relations Commission has been explained to all employees.

19. Stand Down Provision

The Company may stand down the employee if the employee cannot be usefully employed in productive work because of an industrial dispute, or because of machinery breakdown or a stoppage of work that the Company is not reasonably responsible for. An employee is not entitled to payment when stood down.

The Company may at the request of the employee, allow the employee to take annual leave rather than standing down the employee.

20. Disciplinary Clause

After a thorough investigation has been carried out and concluded, an employee may be suspended without pay for a breach of:

- any matters contravening the conditions of the Company's policies and procedures;
- any matters contravening the Security Industry Act and related legislation;
- any matters contravening the employees conditions of employment;
- any conduct contrary to Federal or State Acts and regulations;

21. Payment for Training

This clause 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 classification structure in this agreement;
- c) the company will pay for all training course fees and text books.

If this training is held within an employee's normal shift there will be no reduction in the employee's ordinary wage, including shift allowance and penalties.

If this training is organised outside ordinary working hour's single time payment of the employee's classification rate will apply.

22. Public Holidays

- (i) The days on which New Years Day, Australia Day, Good Friday, the Saturday following Good Friday, Easter Monday, Anzac Day, the local eight hour day, Queens Birthday, Christmas Day and Boxing Day are observed as special days appointed by proclamation as public holidays throughout NSW shall be holidays and day workers and non continuous shift workers not required to work on a holiday will be paid for that holiday at the ordinary time rate of pay.
- (ii) In addition to the public holidays prescribed in subclause (i) of this clause, the first Monday in December shall be the Picnic Day, as prescribed within the award and apply to an employee on weekly

hire. Alternatively a day mutually agreed between the parties or, failing agreement, as determined by the Industrial Relations Commission of New South Wales.

- (iii) Employees required to work on any of these holidays will be paid double time & one half for all hours worked.
- (iv) This provision does not apply to employees whose rostered shift off falls on a holiday (subject to the provisions of clause 23. Days Added to the Period of Annual and Long Service Leave).

23. Days Added to the Period of Annual 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, one day shall be added to their annual leave period or long service leave period, respectively, in respect of any holiday prescribed by this agreement which falls within the period of annual leave or long service leave to which they are entitled under this agreement.
- (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 or long service 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 22, Public 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; 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.

24. Sick Leave

Clause 25 of the Security Industry (State) Award to apply.

Seven day shift workers on 12 hour shifts will be paid approved sick leave of 12 hours per shift absent and will have 12 hours deducted from sick leave entitlement for every shift the employee is absent from, or account of approved sick leave.

SCHEDULE: B

WAGES

- (a) The rates of pay per 38 hours are set out below:

OneSteel Site Classification	1-Oct-04	1-Oct-05	1-Oct-06
	\$34	4%	4%
Access Control	\$700.94	\$728.98	\$758.14
Patrol Officer	\$745.65	\$775.48	\$806.50
Senior Supervisor	\$804.92	\$837.11	\$870.60
Site Supervisor	\$872.58	\$907.49	\$943.79

The above rates are to be paid for all purposes of this Agreement.

NB The rostered overtime shifts are as indicated by the roster from time to time.

One Steel Site Shift Allowance - Per employee per fortnight

Shift Allowance	1-Oct-04	1-Oct-05	1-Oct-06
	\$125.28	\$130.29	\$135.50

(a) Shift Allowance will not be subject to any penalty additions.

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.

Sunday Rates for Shift Workers

Shift Workers for their ordinary shift performed on Sunday shall be paid at the rate of double time.

Special Rates

The above rates are inclusive of and are in lieu of any current (or future) allowances or special rates as prescribed in the N.S.W. Security Industry (State) Consolidated Award.

Additional Leave for Seven Day Shift Workers:

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, a seven day shift worker at the end of each year of employment shall be entitled to the additional one weeks leave as per roster (exclusive of rostered overtime).

The employee shall be paid what he/she would have earned as per roster or ordinary hour plus 17.5 % which ever is the greater for the period of Annual Leave taken.

Where only a portion of the year has been worked as a seven day shift worker leave will be calculated in accordance with the Security Industry (State) consolidated Award.

Signatures of Witnesses to the SERMAC Steel Industry Enterprise Bargaining Agreement 2004

Signature of Witness on behalf of Sermacs Industrial Services Pty Ltd:

Signature

25/10/04

Date

Signature of Witness on behalf of Sermacs Industrial Services Pty Ltd Employees:

Signature

25/10/04

Date

Signature of Witness on behalf of The Australian Workers Union:

Signature

25/10/04

Date