

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/67

TITLE: Websters Corporate Division (Newcastle) Pty Ltd Steel Industry Enterprise Bargaining Agreement 2000

I.R.C. NO: 2000/5952

DATE APPROVED/COMMENCEMENT: 15 December 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 30 March 2001

DATE TERMINATED:

NUMBER OF PAGES:

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the Security Industry (State) Award, in respect to work carried out at the Broken Hill Proprietary Limited Newcastle Steelworks Site and Onesteel Manufacturing Pty Ltd

PARTIES: Websters Investigations (Newcastle) Pty Ltd -&- The Australian Workers' Union, New South Wales



**WEBSTERS CORPORATE DIVISION
(NEWCASTLE) PTY LTD
STEEL INDUSTRY ENTERPRISE BARGAINING AGREEMENT 2000**

SCHEDULE A

1. TITLE

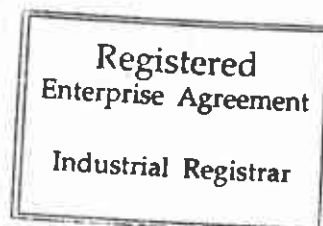
This Agreement shall be known as the Websters Corporate Division (Newcastle) Pty Ltd Steel Industry Enterprise Bargaining Agreement 2000.

2. ARRANGEMENT

This Agreement shall be arranged as follows:

Schedule A:

Title	1
Arrangement	2
Application and Incidence of Agreement	3
Parties Bound	4
Date & Period of Operation	5
Efficiency, Productivity	6
(a) Work Obligatic	
(b) Performance of	
Relationship to Parent	7
Casual Employment	8
Increases during Term	9
No Extra Claims	10
Renewal of Agreement	11
Union Membership	12
Payment of Wages	13
Not to be used as a Precedent	14
Industrial Impact on Client Production	15



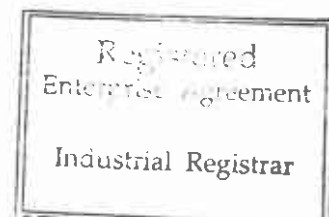
Impact of Client Industrial Disputes on Company Contracts' Work	16
Overtime - Payment for Working Overtime	17
Management/Union Commitment	18
Anti-Discrimination Provisions	19
Schedule B - Wages	

3. APPLICATION AND INCIDENCE OF AGREEMENT

This agreement shall apply to Websters Corporate Division (Newcastle) Pty Ltd of Newcastle, in respect of all work carried out by the Company and its employees employed in any of the occupations of this Agreement whilst engaged at the Broken Hill Proprietary Limited Newcastle Steelworks Site (Selwyn Street, Mayfield Gate) and Onesteel Manufacturing Pty Limited (Ingall Street, Mayfield Gate), (hereinafter referred to as the Clients) on work as defined in Clause 35, Area, Incidence & Duration of the Security Industry (State) Award.

4. PARTIES BOUND

- (a) Websters Corporate Division (Newcastle) Pty Ltd;
- (b) All employees of Websters Corporate Division (Newcastle) 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



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~~ ¹⁵⁻¹²⁻⁰⁰ and shall remain in force for two (2) 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) or on a casual basis.

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

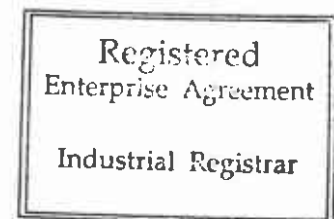
(b) **Performance of Work**

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

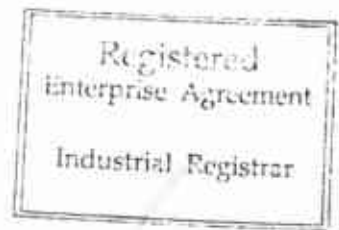
- (a) Attends work during the rostered ordinary hours of work nominated by the company and that the employee not be absent from work on any such day without prior approval from the Company;
- (b) Performs such work to the best of their ability, as the Company at all times reasonably requires;
- (c) Participates in training and be accredited in work skills and knowledge to become a flexible member of the work team;
- (d) 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;

- (e) Notifies the Company if unable to work within one hour of the commencement of the rostered shift giving the reason for the absence and the anticipated duration of absence;
- (f) Utilises the skills and knowledge the employee possesses on the Clients without reservation;
- (g) Works reasonable overtime in addition to the rostered hours of duty if so required;
- (h) Uses, as directed by the Company or the Client's Supervisor, protective clothing and equipment provided at all times during each shift
- (i) Complies with the appropriate Occupational Health and Safety regulations nominated by the Company;
- (j) Observes regulations published by the Company and the Clients to provide an orderly and safe workplace, including keeping the workplace and equipment in a clean and safe condition;
- (k) Complies with the procedures for resolving claims, issues and disputes set out in clause 16 of this Agreement.

7. **RELATIONSHIP TO PARENT AWARD**



This Agreement shall be read and interpreted wholly and in conjunction with the Security Industry (State) 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**

- (a) A casual employee is an employee engaged and paid as such and whose employment may be terminated upon one hour's notice.

A casual engaged by the Company under the terms of this Agreement will be paid at the rate applicable to the skills and qualifications held and demonstrated to a standard satisfactory to the Company, pursuant to Clause 3 of the Security Industry (State) Award plus 15% casual loading + 1/12 in lieu of annual leave.

The casual loading will be applied to the calculation of overtime hours paid.

- (b) Casual and supplementary Labour will be paid in accordance with the terms of Clause 9(a) Casual Employment of this Agreement.

9. **INCREASES DURING TERM OF THE AGREEMENT**

The wage rates set out in Part B of this Agreement, Weekly Wage Rates, will be increased in accordance with the following schedule:

- (a) 1 October 2000 - 4%
(b) 1 October 2001 - 3%

The appropriate all purpose wage rates which reflect these increases are set out in Part B.

10. **NO EXTRA CLAIMS**

It is a term of this Agreement that the Unions and each of the employees bound by Agreement will not pursue any extra claims, award or over award, for the duration of this Agreement as specified in Clause 5 of this Agreement. This includes claims relating to changes arising from award variations or decisions of the Commission other than changes that are consistent with the terms of this Agreement.

11. RENEWAL OF AGREEMENT

- (a) The parties agree that two (2) months before the expiry of this Agreement, negotiations will commence on the renewal/replacement of this Agreement.
- (b) 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

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 same to the Union.

13. PAYMENT OF WAGES

The company shall pay wages into an employee's bank account by electronic transfer, the money to be available on a normal pay day.

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 interests of all

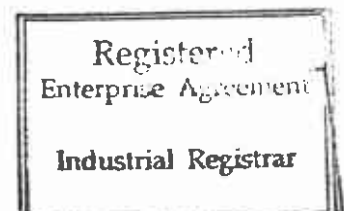
parties to manage the resolution of conflict by means which do not damage the Company's business or its client relationships.

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 site 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 employees have under the NSW Occupational Health and Safety Act 1983.



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 on strike.

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.

The terms for payment of all other overtime work will be in accordance with the Security Industry (State) Award.

18. MANAGEMENT/UNION COMMITMENT

This agreement has been negotiated between the Management, employees and their respective representatives, of Websters Corporate Division (Newcastle) Pty Ltd in respect of work carried out at Client's BHP Rod and Bar Products Division - Newcastle Steelworks.

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. ANTI-DISCRIMINATION PROVISIONS

The parties to this Agreement agree that:

- (a) it is their intention to achieve the principal object in paragraph 3 (j) of the Workplace Relations Act 1996, which is to respect and value the diversity of the

work force by helping prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

(b) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and

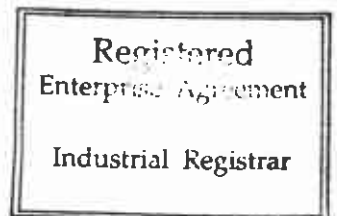
(c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and

(d) nothing in these provisions prohibits:

(i) where an Agreement is approved before June 23 2000, the payment of junior rates of pay; or

(ii) any discriminatory conduct (or conduct having a discriminatory effect) if:

- the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
- the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.



PART: B



WAGES

(a) The weekly rates of pay are set out below:

Classification	Current Rate	Applying From 01/10/00	Applying From 01/10/01
Grade 1	558.98	581.34	598.78
Grade 2	596.45	620.31	638.92
Grade 3	605.43	629.65	648.54
Grade 4	633.75	659.10	678.87
Grade5	646.12	671.96	692.12

- (b) In calculating an hourly rate, the above weekly rates are divided by 38.
- (c) The above rates are to be paid for all purposes of this Agreement.
- (d) 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 Security Industry (State) Award.

SIGNATORIES:

The Union and Company accept and agree to the conditions of this agreement.

**Signed for and on behalf of
Websters Australia Pty Ltd**



A handwritten signature in black ink, appearing to read "Phillip [unclear]", written over a horizontal dotted line.

**Signed for and on behalf of
the Australian Workers Union**



A handwritten signature in black ink, appearing to read "P. [unclear]", written over a horizontal dotted line.

Registered
Enterprise Agreement
Industrial Registrar