

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/324

TITLE: **Serco Port Kembla (BlueScope Steel) Agreement 2005**

I.R.C. NO: IRC5/6038

DATE APPROVED/COMMENCEMENT: 21 December 2005 / 2 December 2005

TERM: 30

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 23 December 2005

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Serco Australia Pty Ltd, who fall within the coverage of the Security Industry (State) Award.

PARTIES: Serco (Australia) Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, The Australian Workers' Union, New South Wales

Serco Port Kembla (BlueScope Steel)

Agreement 2005

Arrangement

Part 1 – Application & Operation of Agreement

- 1.1 Title
- 1.2 Scope and application
- 1.3 Parties
- 1.4 Period of operation
- 1.5 Variation
- 1.6 No further claims
- 1.7 Renegotiation of Agreement
- 1.8 Definitions
- 1.9 Anti-discrimination

Part 2 – Consultation & Dispute Resolution

- 2.1 Consultation
- 2.2 Dispute avoidance & resolution

Part 3 – Employment Relationship, Performance Initiatives & Ending Employment

- 3.1 General
- 3.2 Company performance
- 3.3 Structural efficiency
- 3.4 Continuous improvement & innovation
- 3.5 Types of employment
- 3.6 Termination of employment
- 3.7 Redundancy
- 3.8 Transmission of business

Part 4 – Job Classifications, Rates of Pay & Related Matters

- 4.1 Job classifications and work evaluation
- 4.2 Salaries
- 4.3 Salary rate increases
- 4.4 Payment of Salaries
- 4.5 Deductions from pay
- 4.6 Overtime payments, casual rates & recall
- 4.7 Superannuation
- 4.8 Travel & use of employee vehicles
- 4.9 Mixed functions
- 4.10 Clothing

Part 5 – Hours of Work

- 5.1 Ordinary hours of work
- 5.2 Roster of hours
- 5.3 Meal breaks & allowances
- 5.4 Standby

Part 6 – Types of Leave & Public Holidays

- 6.1 Personal leave
- 6.2 Sick leave
- 6.3 Carer's leave

Bereavement leave

6.4 Annual leave

6.5 Parental leave

6.6 Jury service

6.7 Other leave

6.8 Long service leave

6.9 Public holidays

Part 7 - Licences

7.1 Types of licence

7.2 Loss of licence

7.3 First aid qualification

Part 8 – Signatures of the Parties

PART 1 – APPLICATION & OPERATION OF AGREEMENT

1.1 Title

This Agreement is to be known as the “Serco Port Kembla (BlueScope Steel) Agreement 2005”, and is made pursuant to Chapter 2, Part 2 of the *Industrial Relations Act 1996* (NSW).

1.2. Scope and application

1.2.1 This Agreement applies to all persons employed by Serco Australia Pty. Limited at its BlueScope Steel contract(s) in Port Kembla NSW and its environs, who are engaged in the job classifications set out in clause 4.1 hereof.

1.2.2 This Agreement shall operate to the exclusion of and wholly replace any award or any industrial agreement which may otherwise, but for this clause, apply to those employees whose employment falls within the scope and application of this Agreement.

1.3 Parties

The Parties to this Agreement are:

(i) Serco Australia Pty. Limited

(ii) The Australian Workers’ Union (AWU).

(iii) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU).

1.4 Period of operation

This Agreement is to operate from the first full pay period to commence on or after the date of approval by the Industrial Relations Commission of NSW. The nominal expiry date of this Agreement is 30 June 2008.

1.5. Variation

If during the period of operation of this Agreement the parties by consent wish to vary this Agreement, the variation(s) will be processed in accordance with s.43 of the IR Act.

1.6. No Further Claims

1.6.1 The union and employees parties to this Agreement undertake not to pursue any further claims as to wage increases, allowances, or improvements to terms and conditions of employment, whether they be award or over award, during the life of this Agreement.

1.6.2 This Agreement will cover all matters or claims regarding the employment of the employees which may otherwise be the subject of industrial action pursuant to the provisions of the IR Act.

1.7 Renegotiation of Agreement

The parties undertake to meet and commence discussions for a new certified agreement at least three (3) months prior to the nominal expiry of this Agreement.

1.8 Definitions

“Agreement”	- means the Serco Port Kembla (BlueScope Steel) Agreement 2005.
“AMWU”	- means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.
“AWU”	- means The Australian Workers’ Union.
“Commission”	- means the Industrial Relations Commission of New South Wales
“Company”	- means Serco Pty. Limited with respect to its BlueScope Steel Contract(s), Port Kembla NSW.
“employee”	- means a person employed by the Company in a job classification(s) set out in clause 4.1 of this Agreement.
“IR Act”	- means the <i>Industrial Relations Act 1996</i> (NSW).
“Salary” or “salary rate”	- means the annualized remuneration payable for work performed in accordance with an established roster as prescribed in clause 4.2 or 4.3 hereof.
“union”	- means the relevant union, party to this Agreement.

1.9 Anti discrimination

- 1.9.1 It is the intention of the parties to this Agreement to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.
- 1.9.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 1.9.3 Nothing in this clause is taken to affect:
- (i) Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation.
 - (ii) An employee, employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
 - (iii) The exemptions in *Anti-Discrimination Act 1977* (NSW).

PART 2 – CONSULTATION & DISPUTE RESOLUTION

2.1 Consultation

- 2.1.1 Management and delegates will be available for a weekly communication meeting for discussion and resolution of operating issues, if required.
- 2.1.2 A consultative committee shall be formed and will meet quarterly. The committee shall consist of two elected union delegates and management representatives. A full time union officer may be in attendance.
- 2.1.3 The parties to this Agreement are committed to a framework which is based on mutual respect and working in cooperation to achieve the objectives of this Agreement.
- 2.1.4 Consultation means the full, meaningful and frank discussion of issues/proposals and the consideration of each party's views, prior to any decision. Committees established for the purpose of implementing aspects of this Agreement are part of the consultative process.
- 2.1.5 The parties recognise the right of the Company to plan, direct and control operations, to organise and assign work, to scheduled shifts, and to maintain order and efficiency in accordance with the terms and conditions within this Agreement.

2.2 Dispute avoidance & resolution

- 2.2.1 The parties to this Agreement are committed to harmonious employee relations based on mutual trust, open communication and proactive consultation processes. Best endeavors will be used to resolve issues such as problems, questions, disputes, difficulties or concerns at all times and at the lowest possible level in the Company.
- 2.2.2 Any grievance or issue requiring resolution shall be dealt with in the following manner:
 - (i) Where an employee(s) has an issue, which has not resolved in the normal course of business, they shall raise it with their Team Leader and both shall use their best endeavors to resolve it as quickly as possible.
 - (ii) Where an issue is directly relevant to a work area, it shall be discussed and every endeavor made to resolve it within the appropriate team.
 - (iii) Should the issue not be resolved as above within a sensible, mutually agreed timeframe, it shall be referred to and discussed with the Protective Services Coordinator.
 - (iv) If not resolved, any of the parties may raise the issue with the Operations Manager and/or General Manager for resolution.
 - (v) If still unresolved, the matter may be referred to the relevant union, which will discuss the matter with the Company.
 - (vi) Before the issue proceeds to the Commission, the Company will ensure that its management and the union will ensure that its local union official has been involved in the process.

- (vii) If still unresolved, the matter may be referred to the Commission, by either party, for conciliation and/or arbitration in accordance with due process.
- 2.2.3 At levels (a) to (e) inclusive of the above, the employee(s) may choose to have an accredited union representative or another employee in attendance.
- 2.2.4 While the above process is being pursued, work shall continue as normal. While the above procedures are being followed, the status quo shall be maintained until the matter is resolved. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub clause.
- 2.2.5 The parties to this Agreement may raise an issue to a higher level in the process at any time.
- 2.2.6 Levels (a) to (e) shall be completed within 7 working days.
- 2.2.7 This clause shall not apply to a dispute on a bona fide Health and Safety Issue.

PART 3 – EMPLOYMENT RELATIONSHIP, PERFORMANCE INITIATIVES & ENDING EMPLOYMENT

- 3.1 Serco expects its employees to conduct themselves in a manner that would reflect its current high standards. All employees are expected to treat each other as representatives of the client, and other employees they deal with while on duty, with respect and courtesy.
- 3.2 The parties recognise the financial performance of the Company and their respective futures, prosperity and employment security are inextricably linked. There are a range of issues that represent opportunities to enhance the Company's performance in the areas of health and Safety, Company and employee relationships, learning and development, quality, productivity, efficiency, flexibility, cost effectiveness and achievement of contractual Performance Targets.
- 3.3 Structural efficiency & multi-tasking. Where an employee is off shift the Company may request an employee to carry out other duties as required that are within the limits of the employee's skill, competence and training.
- 3.4 Continuous improvement and innovation. The parties are committed to the philosophy of continuous improvement and innovation through effective people and business management. Employees will be encouraged to contribute not only through effort but also through good ideas. Further, the parties will also promote the concept of employees challenging decisions where there may be better ways of doing things.
- 3.5 **Types of employment**
- 3.5.1 The Company may offer employment as full time, part time, specified term or casual.
- 3.5.2 The employment of a new full time, part time or specified term employee will be subject to a probation period of 3 months from the commencement of employment.
- 3.5.3 A full time employee is an employee who is engaged as such and who works an average of 38 ordinary time hours per week.

3.5.4 A part time employee is an employee who is engaged as such and who works less than an average of 38 hours per week. Part time employment is usually employment for an agreed number of regular or rostered hours per week. A part time employee will be paid a pro rata Salary based on the Salary rate prescribed for the classification in which he/she is engaged, in accordance with the number of average weekly hours the employee is engaged to work.

3.5.5 A specified term employee is an employee who is engaged as such for a fixed or maximum period of time, or for the duration of specific contract, project or work program.

3.5.6 A casual employee is an employee who is engaged as such. Casual employment is employment by the hour and may be regular, irregular, scheduled, unscheduled, for a minimum number of hours each week or for a full week. There is no limit to the number of engagements or length of time an employee is employed as a casual employee. Nevertheless, a casual employee is to be employed or paid for a minimum of 4 hours work on each engagement.

A casual employee will be paid an hourly rate in accordance with clause 4.6.5 hereof. The hourly rate of pay prescribed in clause 4.6.5 shall apply to the hours worked on all or any shift which the employee may work Monday to Sunday, and the employee will not be entitled to any paid leave of any kind elsewhere prescribed in this agreement.

The provisions of this Agreement shall apply to casual employees excepting clauses and sub clauses 3.5.1 - 3.5.5 Types of Employment, 3.6.1, 3.6.2, 3.6.3, 3.6.4, 3.6.5 Termination of Employment, 3.7 Redundancy, 6.1 Personal Leave, 6.2 Sick Leave, 6.3 Carer's Leave, 6.4 Bereavement Leave, 6.5 Annual Leave, 6.6 Parental Leave, 6.7 Jury Service, Other Leave 6.8, 6.9 Long Service Leave, 6.10 Public Holidays.

3.6 Termination of employment

3.6.1 During an employee's probation period, either the employee or the Company may terminate the employee's employment by giving 1 weeks notice, or by the Company without notice by paying 1 weeks ordinary time rate of pay in lieu of notice.

3.6.2 After the probation period has ended, an employee's employment (other than a casual employee) may be terminated either by the employee or the Company by giving the required period of notice in writing, or by the Company without notice by payment of ordinary time wages in lieu of notice.

The required periods of notice are:

Period of continuous service with the Company	Required period of notice by Company		Required period of notice by employee
	≤ 45 years	> 45 years	
Not more than 1 year	1 week	1 week	1 week
More than 1 year but not more than 2 years	2 weeks	2 weeks	2 weeks
More than 2 years but not more than 3 years	2 weeks	3 weeks	2 weeks

More than 3 years but not more than 5 years	3 weeks	4 weeks	3 weeks
More than 5 years	4 weeks	5 weeks	4 weeks

- 3.6.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the Company making payment for the remainder of the period of notice.
- 3.6.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 3.6.5 If an employee fails to give the required notice, the Company may withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the required period of notice.
- 3.6.6 In addition, the Company has the right to terminate an employee's employment without notice for misconduct, inefficiency or neglect of duty, and in such case the employee's Salary and other entitlements will be paid up to the time of termination only.
- 3.6.7 The employment of a casual employee may be terminated by either the employee or the Company by giving 4 hours notice.
- 3.6.8 If an employee is absent from work without authorization for a period of 5 consecutive working days without notifying the Company or without the consent of the Company, the employee will be deemed to have abandoned his/her employment. In such case an employee will be deemed to have resigned without notice effective from his/her last day of work, last day of approved leave or last day of authorized absence whichever is the later, and his/her entitlements on termination will be calculated accordingly.

3.7 Redundancy

- 3.7.1 Redundancy occurs when the Company decides that it no longer wishes the job the employee has been doing to be 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.
- 3.7.2 In the event of an employee (other than a casual employee) becoming redundant, severance pay would be made by the Company in accordance with the following scale:

Period of continuous employment with the Company	Severance Pay Under 45 years of age (Weeks Salary)	Severance Pay 45 years of age & over (Weeks Salary)
Less than 1 year	nil	nil
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	8.75 weeks
3 years and less than 4 years	10 weeks	12.5 weeks
4 years and less than 5 years	12 weeks	15 weeks
5 years and less than 6 years	14 weeks	17.5 weeks
6 years and more	16 weeks	20 weeks

- 3.7.3 Severance payments will be in addition to the period of notice or payment in lieu of notice outlined in clause 3.6 hereof.

3.7.4 Employee leaving during notice period. An employee whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the Company until the expiry date of such notice. However, in this circumstance the employee will not be entitled to payment in lieu of notice specified in sub clause 3.7.3 hereof.

3.7.5 Time off during notice period. During the period of notice of termination given by the Company an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

3.8 Transmission of business

In the event that the Company's business is transmitted from the Company (“the transmittor”) to another employer (“the transmittee”), then the following arrangements will apply:

- (i) where an employee is offered and accepts employment with the transmittee which recognises the period of employment which the employee had with the transmittor and any prior transmittor to be the employee’s service with the transmittee; or
- (ii) where an employee rejects an offer of employment with the transmittee in which the terms and conditions of employment are no less favourable, considered on an overall basis, than the employee’s terms and conditions of employment applicable at the time of ceasing employment with the transmittor;

and which recognises the employee’s period of employment which the employee has had with the transmittor and any prior transmittor to be the employee’s service with the transmittee; then the Company would not be under any obligation to pay redundancy payments to an employee upon termination of employment with the Company.

PART 4 – JOB CLASSIFICATIONS, RATES OF PAY & RELATED MATTERS

4.1 Job classifications

4.1.1 Classification descriptors.

“Level 1” means an employee engaged as such as a Protective Services Officer who holds a Class 1 ABC Security Officer's Licence, a driver's licence, a current authority to drive on the BlueScope Port Kembla site and surrounding BlueScope sites. A First Aid qualification in accordance with the program to be designated by the Company.

“Level 2” means an employee engaged as such as a Protective Services Officer who holds a Class 1 ABC, Certificate II (Guarding), Security Officer's Licence, a driver's licence, a current authority to drive on the BlueScope Port Kembla site and surrounding BlueScope sites. A First Aid qualification in accordance with the program to be designated by the Company.

“Level 3” means an employee engaged as such as a Protective Services Officer who holds a Class 1 ABC, Certificate III (Guarding) Security Officer’s Licence, a driver's licence, a current authority to drive on the BlueScope Port Kembla site and surrounding BlueScope sites. A First Aid qualification in accordance with the program to be designated by the Company.

“Level 4” means an employee engaged as such as a Control Room Operator who holds a Class 1 ABC, Certificate III (Control Room) Security Officer’s Licence, a driver's licence, a current authority to

drive on the BlueScope Port Kembla site and surrounding BlueScope sites. A First Aid qualification in accordance with the program to be designated by the Company.

- 4.1.2 The Company recognizes the requirement to maintain appropriate qualifications at each level, and will provide training for employees to obtain the relevant qualifications as required.
- 4.1.3 Multi-tasking. Employees will be encouraged to use their full range of knowledge, training, skills, experience and licence capacity to ensure that services to the customer are provided in the most effective and responsive manner possible.
- 4.1.4 Work evaluation. The parties agree that an objective evaluation of all positions is to be conducted in the first half of 2007. The terms of such evaluation are to be agreed by all parties prior to commencement.

4.2 Salaries

The following annualized Salaries are effective from the first full pay period to commence on or after the date of certification of this Agreement:

Level 1	\$44,882
Level 2	\$46,996
Level 3	\$50,912
Level 4	\$54,827

4.3 Salary rate increases

Annual Salary rates set out in clause 4.2 hereof will be increased during the period of operation of this Agreement as follows:

- 4.0% increase effective from the first full pay period to commence on or after 1 July 2006.
- 4.0% increase effective from the first full pay period to commence on or after 1 July 2007.

Annual Salaries to apply after the effective dates of increases prescribed in this clause will be as set out in the following table:

Job Classification	Effective from 1.7.06	Effective from 1.7.07
Level 1	\$46,678 pa	\$48,545 pa
Level 2	\$48,876 pa	\$50,831 pa
Level 3	\$52,948 pa	\$55,066 pa
Level 4	\$57,020 pa	\$59,301 pa

4.4 Payment of salaries

Salaries shall be paid in equal fortnightly payments direct to a bank account or an account at another financial institution of the employee's choice, provided that such institution is capable of receiving employees' salary deposits through the electronic funds transfer (EFT) system.

4.5 Deductions from pay

Subject to agreement with the Company and where an employee gives the Company with a signed authority for a salary deduction, the Company will make the deduction in accordance with such authority.

4.6 Overtime payments, casual rates & recall

- 4.6.1 Overtime payments which fall outside of the notified rostered hours of work shall be in accordance with the following table. The amount which appears in Column A will be paid for the first 2 hours worked and the amount that appears in Column B will be paid for each hour thereafter. The amounts

prescribed in the columns below will be increased by 4.0% effective from the dates set out in clause 4.3 hereof.

	<u>Column A</u>	<u>Column B</u>
<u>Level 1</u> (Protective Services Officer)		
Monday to Saturday per hour	\$22.25	\$29.66
Sunday per hour	\$29.66	\$29.66
Public Holidays per hour	\$37.07	\$37.07
<u>Level 2</u> (Protective Services Officer)		
Monday to Saturday per hour	\$22.97	\$30.62
Sunday per hour	\$30.62	\$30.62
Public Holidays per hour	\$38.27	\$38.27
<u>Level 3</u> (Protective Services Officer)		
Monday to Saturday per hour	\$23.40	\$31.20
Sunday per hour	\$31.20	\$31.20
Public Holidays per hour	\$39.00	\$39.00
<u>Level 4</u> (Control Room Operator)		
Monday to Saturday per hour	\$23.85	\$31.80
Sunday per hour	\$31.80	\$31.80
Public Holidays per hour	\$39.75	\$39.75

4.6.2 Rest periods overtime. When overtime work is necessary it must wherever reasonably practicable be so arranged that employees have at least 10 consecutive hours off duty between the work of successive working days.

- (i) for the purpose of changing shift rosters; or
- (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
- (iii) where a shift is worked by arrangement between the employees themselves.

4.6.3 Recall. An employee recalled to duty after having finished work for the shift shall be paid a minimum 3 hours pay at the appropriate overtime rate as prescribed in clause 4.6.1. This provision shall not apply where overtime is continuous with the shift or where an employee is called in to work on a rostered day off.

4.6.4 Casual Rate of Pay. A casual employee shall be paid at the rate of \$23.98 per hour. The hourly rate of pay prescribed in this clause shall apply to the hours worked on all or any shift which the employee may work Monday to Sunday and will not be entitled to any paid leave of any kind elsewhere prescribed in this agreement.

4.6.5 Employee's employed on shift work have the following shift allowances incorporated into their Salary which is set out in clause 4.2 of this Agreement:

Monday to Friday night shift	21.7%
Saturday	50%
Sunday	100%
Public Holidays	150%

4.6.6 Training. Employees may be required to attend up to 40 hours per year to complete mandatory training as required, to maintain their competencies consistent with the requirements of the job classifications. Employees will be paid at ordinary time rates of pay for attending such training.

4.7 Superannuation

- 4.7.1 The Company will make contributions to an eligible choice superannuation fund (complying fund) on behalf of employees in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 4.7.2 In the event that an employee does not exercise his/her right to choose a superannuation fund or if an employee fails to do so within the prescribed time, the Company will make contributions on behalf of such an employee(s) into the Serco (AON Master Trust) superannuation fund (default fund).
- 4.7.3 Employees may voluntarily elect to contribute a proportion of their Salary on a salary sacrifice basis to their eligible choice superannuation fund or to the default fund. To do so an employee is required to notify the Company in writing and the Company will deduct the authorized amount from the employee's pay and remit it to the relevant superannuation fund.
- 4.7.4 The Company makes no guarantee nor is it required to assure the availability of benefits from any superannuation fund(s).

4.8 Travel & use of employee vehicles

Where an employee is required to use their personal vehicle for Company business purposes during the course of their employment, they will be reimbursed at the rate per kilometre prescribed by the Australian Taxation Office for such usage. This provision does not apply to normal travel to and from work.

4.9 Mixed functions

An employee engaged for more than three (3) hours during any one day on shift on duties carrying a higher rate of pay shall be paid at such higher rate for the day or shift.

4.10 Clothing

The following clothing will be supplied by the employer and replaced on a fair wear and tear basis to permanent full time employees.

- 2 pairs of trousers
- 4 shirts
- 1 pair of working boots
- 1 pullover
- 1 winter jacket

PART 5 - HOURS OF WORK

5.1 Ordinary hours of work

- 5.1.1 The ordinary hours of work for day workers shall be an average of 38 hours per week and must not exceed 152 hours in 28 consecutive days. Ordinary hours for day work shall be worked between the hours of 6.00 a.m. and 6.00 p.m. Provided the ordinary hours of work for shift work employees shall be as per the established roster. The Salary for each classification as outlined at Clause 4.2 is the remuneration for working the established roster, and includes shift work allowances and overtime payments which fall within the roster.
- 5.1.2 The established roster and shift arrangements, including but not limited to, the days to be worked and/or the time of commencing and finishing shifts, may be varied by agreement between the Company and the employee concerned to suit the Company's operational requirements. In the absence of such agreement, the established roster and shift arrangements may be varied by 7 day's notice of alteration given by the Company.

5.1.3

- (i) Where the employee is absent from his/her shift, a deduction of salary will be made which is equal to the time the employee is so absent.
- (ii) Sick leave will be paid at the Salary rate of pay and the level of sick leave taken will be monitored each 3 months. Provided the sick leave taken for the 3 months is at a satisfactory level, the payment for sick leave will remain at the Salary rate for the following 3 months.
- (iii) Where the sick leave taken during any 3 month period reaches an unsatisfactory level the payment for sick leave will be reduced to a base rate of pay for the remainder of the Agreement.

5.2 Roster of hours

The roster of hours for an employee shall be in accordance with the established roster save for variations as determined between the parties to meet specific operational arrangements.

5.3 Meal breaks & allowances

- 5.3.1 Day Worker. A day worker shall not be required to work in excess of 5 hours without a break for a meal. Provided the 5 hours may be extended to 6 hours due to an operational requirement or by agreement with the employee concerned. The meal breaks shall be unpaid.
- 5.3.2 Shift Work. An employee engaged to work continuous shifts shall be afforded a thirty minute paid meal break during each shift.
- 5.3.3 Meal Allowance. Where an employee is required to continue working in excess of 2 hours past the ordinary hours of his or her shift a meal allowance of \$10.00 will be paid to the employee.

5.4 Standby

The Company does not require stand by arrangements. However, in the event standby arrangements are required in the future, the parties to this Agreement will consult and agree on the terms of the standby.

PART 6 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

6.1 Personal leave

6.1.1

- (i) Definitions. The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:
 - (a) a member of the employee's immediate family; or
 - (b) a member of the employee's household.
- (ii) The term immediate family includes:
 - (a) spouse including a former spouse, a de facto spouse and a former de facto spouse of the employee. A de facto spouse means a person who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
 - (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

- 6.1.2 Entitlement. The amount of personal leave an employee may take as sick leave depends on how long he or she has worked for the Company and accrues at 76 hours per annum.

An employee who attends a registered dentist, physiotherapist, chiropractor, osteopath, optometrist, or a psychologist may be granted out of their sick leave entitlement leave of absence for a period not exceeding 1 week in aggregate (in respect of each practitioner) in any 12 month period, provided they furnish the Company with a satisfactory certificate from such practitioner.

6.2 Sick leave

6.2.1 Subject to clause 6.2.2:

- (i) an employee is entitled to up to 76 hours paid sick leave in each year of employment if he/she is unable to perform their duties due to genuine illness or injury; and
- (ii) untaken sick leave accruals will accumulate from year to year for a maximum period of 912 hours.
- (iii) For the number of hours, which the employee is paid sick leave to a maximum 12 hours per shift, an equal amount of hours will be deducted from the employee's sick leave accrual.

6.2.2 Before granting paid sick leave, the Company will:

- (i) require the employee as far as practicable to state the nature of the injury or illness and the estimated duration of the absence; and may
- (ii) require the employee to provide evidence to prove to the Company's satisfaction that an employee was unable, on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

6.2.3 Sick leave is leave to which an employee is entitled without loss of pay because of his or her personal illness or injury.

6.2.4 Extended (discretionary) paid sick leave. In addition to the paid sick leave entitlements set out in sub clause 6.2.1. hereof the Company will in its discretion, consider making further paid sick leave to an employee subject to the following circumstances and conditions:

- (i) the employee is suffering from a serious illness or injury that requires hospitalization and/or extended time off work for recuperation at home;
- (ii) the employee has exhausted all accrued sick leave entitlements;
- (iii) the employee has provided and/or has authorized the Company to obtain written opinion from a registered medical practitioner as to the nature and extent of the illness or injury suffered by the employee and the estimated time the employee would be unable to work;
- (iv) as a general guide, extended sick leave would normally be for a period of up to 4 months.

6.3 Carers leave

6.3.1 Paid leave entitlement. An employee is entitled to use unused sick leave to a total of 5 days to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the employee being solely responsible for the care and support of the person concerned.

In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

6.3.2 Notice required.

- (i) Before taking carer's leave, an employee must give notice as soon as practicable before his or her next rostered starting time, unless he or she has a good reason for not doing so.
- (ii) The notice must include the name of the person requiring care and support and his or her relationship to the employee, the reasons for taking such leave, and the estimated length of absence
- (iii) If it is not practicable for the employee to give prior notice of absence, the employee must notify the Company by telephone at the first opportunity.

6.3.3 Evidence supporting claim. The employee must, if required by the Company, establish 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.

6.3.4 Unpaid leave. An employee may take unpaid carer's leave by agreement with the Company.

6.4 Bereavement leave

An employee is entitled to use up to 5 days paid bereavement leave on any occasion on which a member of the employee's immediate family or household in Australia dies or outside of Australia if the employee attends the funeral.

Additional bereavement leave shall be negotiated between the Company and the employee should the employee travel outside of Australia to attend the funeral.

6.5 Annual leave

6.5.1 Subject to clause 6.5.2 each employee shall be entitled to 192 hours paid annual leave following each 12 months of continuous employment and pro rata entitlements for incomplete years.

6.5.2 There will be no separate entitlement to an annual leave loading as it is included as part of the annualized Salary.

6.5.3 All annual leave arrangements are subject to the approval of the Operations Manager.

6.5.4 Annual leave will be paid at the Salary rate prescribed in Clause 4.2 hereof.

6.6 Parental leave

Parental (maternity, paternity, adoption) leave is unpaid leave which is granted and arranged in accordance with the provisions of Chapter 2 Part 4 of the IR Act. Employees will be entitled to parental leave in accordance with these provisions.

With respect to parental leave, the IR Act provides that to be eligible for such leave, an employee must have had at least 12 month's continuous service with his or her employer immediately preceding the date on which leave commences.

It is therefore acknowledged and agreed that in circumstances where an employee has not had at least 12 month's continuous employment with the Company immediately preceding the date on which the employee seeks to commence parental leave, such that the employee is not entitled to leave in accordance with the provisions of the IR Act, the Company is under no obligation to grant any other type of paid or unpaid leave to an employee, and an employee's employment with the Company will cease when he/she is unable to attend work and perform the functions of his/her job.

6.7 Jury service

An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

An employee shall notify the Company as soon as possible of the date upon which he/she is required to attend for any service. Further, the employee shall give the Company proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

6.8 Other leave

Absences for study, examinations etc. may be granted either as paid or unpaid leave subject to the absolute discretion and prior written approval of the Contract Manager.

6.9 Long service leave

Long service leave accrues and is paid in accordance with the *Long Service Leave Act 1955* (NSW).

6.10 Public holidays

- 6.10.1 Entitlement. New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and the following days, as prescribed in New South Wales; Australia Day, Anzac Day, Queen's Birthday and Eight Hours Day/Labour Day; and one other day which may be specified by the State of New South Wales as being a public holiday or otherwise nominated by the majority of the employees.
- 6.10.2 Where public holidays in lieu of the above days are declared or prescribed on days other than those set out in the above paragraph, those days shall constitute holidays in substitution for the above holidays for the purposes of this Agreement.
- 6.10.3 Where an employee is rostered to work on any of the above holidays they must so work as required. Payment for working on any of the above holidays has been included in the annualized Salary rate, as outlined in clause 4.2 hereof.

PART 7 - LICENCES

7.1 All employee's will be required to obtain and retain the following licences:

- Security Officer's Licence
- Drivers Licence
- First Aid qualification in accordance with the program to be designated by the Company

7.2 Should an employee lose their Security Officer's Licence their employment with the Company shall be terminated forthwith. Should an employee lose their Drivers licence or their authority to drive on BlueScope Steel Port Kembla Steelworks site, their continued employment will be discussed with the relevant union.

7.3 Employee's will need to achieve the first aid qualification in accordance with the Company's designated first aid program. Once the qualification has been achieved their continued employment will be subject to the retention of this qualification.

PART 8 – SIGNATURES OF THE PARTIES

SIGNED for and on behalf of
Serco Australia Pty. Limited. [ACN 003 677 352]
by its General Manager

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DATED This.....day of October 2005

SIGNED for and on behalf of
The Australian Workers' Union
by its Secretary

.....

DATED This.....day of October 2005

SIGNED for and on behalf of
**The Automotive, Food, Metals, Engineering,
Printing & Kindred Industries Union**
by its Secretary

.....

DATED This.....day of October 2005