

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/192

**TITLE:** OneSteel Sydney Steel Mill Employee Relations Agreement

**I.R.C. NO:** IRC02/1570

**DATE APPROVED/COMMENCEMENT:** 11 April 2002

**TERM:** 31 August 2003

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA01/43

**GAZETTAL REFERENCE:** 21 June 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 43

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees engaged at the Company's steel mill at Rooty Hill to the exclusion of all other awards and agreements.

**PARTIES:** OneSteel NSW Pty Limited -&- The Australian Workers' Union, New South Wales



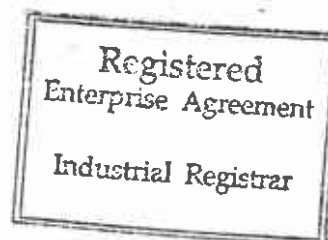
# ONESTEEL SYDNEY STEEL MILL EMPLOYEE RELATIONS AGREEMENT

## 1. TITLE

- 1.1 This Agreement will be known as the "OneSteel Sydney Steel Mill" Employee Relations Agreement.
- 1.2 It is the intention of the parties that this Agreement be approved as an enterprise agreement under Division 2 of Part 2 of Chapter 2 of the Act.

## 2. ARRANGEMENT

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### 3. DEFINITIONS

In this Agreement:

"Act" means the Industrial Relations Act 1996;

"ACTU" means the Australian Council of Trade Unions;

"OneSteel" and "Company" means OneSteel NSW Pty Limited.;

"Commission" means the Industrial Relations Commission of New South Wales;

"AWU " means The Australian Workers' Union, New South Wales.

"Sydney Steel Mill" means OneSteel's steel mill at Rooty Hill, Sydney;

"Union" means The Australian Workers' Union, New South Wales.

### 4. INCIDENCE AND PARTIES BOUND

4.1 The parties to this agreement are:

- (a) Onesteel;
- (b) The Australian Workers' Union, New South Wales;

4.2 The enterprise for which this agreement is made is OneSteel's steel mill at Rooty Hill.

4.3 The trades and occupation to which this agreement relates are:

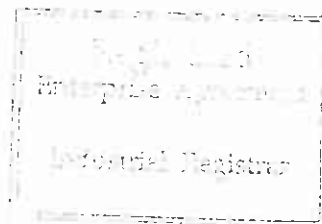
- (a) steelmaker - production
- (b) steelmaker - electrical
- (c) steelmaker - mechanical.

4.4 This Agreement binds the parties in respect of all employees engaged at the Company's Mill to the exclusion of all other awards and agreements.

4.5 The scope of this Agreement is limited to the classifications referred to in clause 14.3 of this Agreement.

4.6 It is recognised by the Company, the Union, all employees and ACTU Policy that the Australian Workers' Union, New South Wales is the sole union representing the industrial interests of the employees covered by this agreement.

4.7 This Agreement was not entered into under duress by any party to it.



## 5. OPERATION

- 5.1 This agreement shall apply for the period commencing on the date the agreement is approved by the Commission until 31 August 2003 ("the nominal term").
- 5.2 The parties recognise the importance of monitoring the effectiveness of this Agreement and will consult each other on the operation of this Agreement.

## 6. RIGHT OF ENTRY OF UNION OFFICIAL

To assist the parties both to carry out the intent of this Agreement and to act within the spirit of this Agreement, a duly accredited official of the Union will, subject to any security or safety requirement, have the right of entry to the Mill provided that the Union official has made prior arrangement with a representative of management and does not hinder or obstruct the performance of work.

## 7. CONTRACT OF EMPLOYMENT

### 7.1 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.

### 7.2 Probationary Period

Employees will be employed on a probationary basis for the first three months of service. Employment will be determinable on a daily basis for the first three weeks and on a weekly basis for the remainder of the three months.

### 7.3 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 employee's rostered ordinary hours of work and that the employee not be absent from work on any such day without prior approval from the Company.
- (b) Performs such work within the range of his /her ability, as the Company from time to time 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:
  - (i) at least one hour before the commencement of the rostered shift;
  - (ii) of the reason for the absence; and
  - (iii) the anticipated duration of absence.
- (f) Utilises the skills and knowledge the employee possesses throughout the plant without reservation.
- (g) Works reasonable overtime in addition to the rostered hours of duty.
- (h) Uses, as directed by the Company, protective clothing and equipment provided for specific circumstances.
- (i) Complies with safety regulations determined by the Company or as prescribed by Government regulation.
- (j) Observes regulations published by the Company to provide an orderly and safe work-place, including keeping the workplace and equipment in a clean and safe condition.
- (k) Complies with the provisions of the Continuity of Production and Resolution of Issues Procedure.

**7.4 Termination of Employment**

Subject to the provisions of clause 7.2, employment may be terminated by either the Company or employee by the provision of the notice periods, as outlined below.

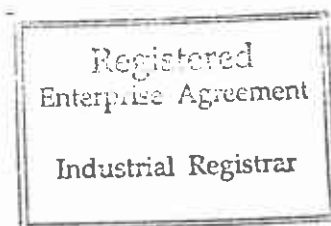
<b>Period of Continuous Service</b>	<b>Notice Period</b>
Not more than 1 year	At least 1 week
More than 1 but not more than 3 years	At least 2 weeks
More than 3 but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

*NOTE: If the employee is over 45 years of age, and has been continuously employed by the employer for more than 2 years, an extra week of notice is required to be given by the Employer. Additional notice based on age is not required by the employee.*

The employee may be terminated immediately and paid compensation in lieu of notice equal to the amount the employee would have earned had they continued working to the end of the required notice period, including allowances and penalties, but excluding overtime. If the employee leaves without notice they will forfeit the equivalent week/s pay at the ordinary time rate of pay.

Where payment is made instead of notice, the date of termination is the day the employee is advised, not the expiry of the nominal notice period.

- (b) This will not affect the right to the Company to dismiss an employee without notice for:
- (i) malingering;
  - (ii) refusal of duty; or
  - (iii) misconduct.



In such cases wages will be paid up to the time of dismissal only.

#### 7.5 Suspension

Notwithstanding the provisions of this clause 7, the Company shall have the right to suspend an employee for malingering, refusal of duty or misconduct on the part of the employee and to deduct payment for any day or portion of a day during which the employee is so suspended.

#### 7.6 Standing Down of Employees

In the event that the Company cannot usefully employ an employee as a result of industrial action or through any disruption to production or any stoppage or work by any cause for which the Company cannot reasonably be held responsible, the Company will undertake to discuss the issues with the employees but may stand employees down without pay after all alternatives have been investigated. (This clause is inserted having regard to the practice of the use of stand down clauses in NSW Steel Industry Awards.)

#### 7.7 Redundancy

- (a) In the event that conditions are such that the Company is required to reduce its labour force then the manner in which this is to occur will be discussed with the Union and the work force. In the event that redundancies are required the conditions to apply will be as set out in Appendix 4.
- (b) Redundancy decisions will be made on the basis of performance and merit, including consideration of service.

8. **CASUAL EMPLOYMENT**

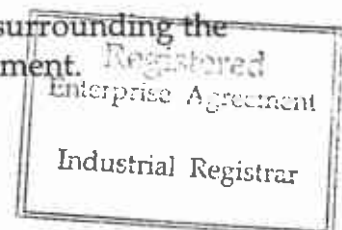
- 8.1 A casual employee means an employee engaged and paid as such and whose employment may be terminated upon one hour's notice.
- 8.2 At the time of engagement a casual employee will be notified in writing that the engagement is on a casual basis.
- 8.3 A casual employee working ordinary time will be paid at the entry level hourly rate prescribed by this Agreement for the work being performed plus twenty percent
- 8.4 The loading referred to under 8.3 above does not include payments due to casual employees arising from the Annual Holidays Act 1944.

9. **PART TIME EMPLOYMENT**

- 9.1 A part time employee means an employee who works a day or days or part of a day or parts of days not less than three days per week and whose total ordinary hours shall not be less than 20 per week.
- 9.2 Part time employees shall be paid at an hourly rate equal to the ordinary rates for the class of work performed set out in this Agreement divided by 38.
- 9.3 Part time employees shall be entitled to a proportionate amount of annual leave, sick leave and long service leave. In each instance the proportionate entitlement shall be determined by dividing the average number of normal hours worked each week by 38.
- 9.4 Subject to this clause 9 all other provisions of this Agreement relevant to weekly employees shall apply to part time employees.

10. **FIXED TERM EMPLOYMENT**

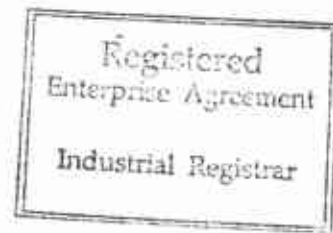
- 10.1 In order to meet short term production and market fluctuations, the Company may employ employees for a fixed term.
- 10.2 Employees will be advised of the circumstances surrounding the employment of employees on fixed term employment.



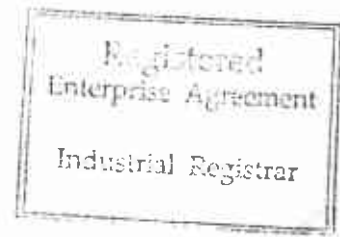
**11. CONTRACTORS**

Contractors will be used by the Company to carry out work at the Mill as required.

The Company is prepared to discuss issues related to the use of contractors through the normal industrial processes applying at Sydney Steel Mill.







## 12. PAYMENT OF WAGES

- 12.1 All wages will be paid fortnightly by electronic transfer of funds into an account nominated by the employee with a bank or other financial institution recognised by the Company.
- 12.2 The Company may deduct from wages owing to an employee such amount as is authorised in writing by the employee.
- 12.3 The Company will keep a record which will indicate the name and occupation of each employee, the hours worked each day and the wages paid each fortnight.

## 13. HOURS OF WORK

- 13.1 The ordinary hours of work for a full time employee shall be an average of 38 hours per week over the full cycle of the work roster.

### 13.2 Day Workers

Start and finish times will normally be between the hours of 7.00am and 5.30pm unless otherwise determined by agreement between the Company and the majority of employees or a majority of employees in the section affected taking due account of the needs of the business.

### 13.3 Shift Workers

In this clause 13:

(Twelve Hour Rotating Shift System:)

"12 Hour Day Shift" means any shift starting at 7.00am and finishing at 7.00pm.

"12 Hour Night Shift" means any shift starting at 7.00pm and finishing at 7.00am".

(Eight Hour Rotating Shift System:)

"Day Shift" means any shift starting at 7.00am and finishing at 3.00pm.

"Afternoon Shift" means any shift starting at 3.00pm and finishing at 11.00pm.

"Night Shift" means any shift starting at 11.00pm and finishing at 7.00am.

(Eight Hour Non Rotating Shift System:)

"Day Shift" means any shift between the hours of 7.00am and 5.30pm

"**Continuous Work**" means work carried out with consecutive shifts of employees throughout the twenty four hours of seven consecutive days.

"**Rostered Shift**" means a shift of which the employee concerned has had at least 48 hours notice.

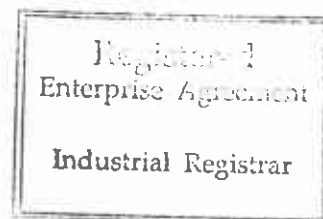
- 13.4 Shift Work may be based on an 8 hour rotating shift system or a 12 hour rotating shift system as agreed between the Company and the majority of employees or a majority of employees in the section affected taking due account of the needs of the business.
- 13.5 The ordinary hours of work prescribed herein shall not exceed 12 hours in any calendar day.
- 13.6 The hours of starting and completing shifts may be altered by agreement between the Company and a majority of employees or a majority of employees in the section affected taking due account of the needs of the business.
- 13.7 **Meal Breaks**
- (a) **Day Workers** - on each day worked a meal break of 30 minutes shall be allowed within 5 hours of commencement of work which shall not be counted as time worked.
- (b) **Shift Workers**
- (i) In an 8 hour shift, 20 minutes shall be allowed each shift for crib which shall be counted as time worked;
- (ii) In a 12 hour shift, 2 meal breaks of 30 minutes each will be allowed about 4 hours apart which shall be counted as time worked.
- (c) The time of taking meal breaks, whether during ordinary hours or overtime, shall be so staggered as to permit the maintenance of continuous operations.

## 14. CLASSIFICATION STRUCTURE

### 14.1 Objectives

The intent of the system is for employees to utilise their skills and knowledge to the maximum and provide a mechanism for further developing their skills and knowledge in a manner which will have mutual benefit for both the Company and the employee. The system will:

- (a) Provide opportunities for employees to achieve greater job satisfaction and the basis for a sense of importance and worth;



- (b) Recognise employees who utilise skills and knowledge and competency levels of direct and substantial benefit to the operation;
- (c) Reward employees on the basis of utilising demonstrated competency in additional skills and knowledge;
- (d) Perform all tasks subject only to individual ability, safety and statutory requirements;
- (e) Provide for optimal utilisation of resources;
- (f) Provide employees with the opportunity for a career development over a range of functions on the plant;
- (g) Provide employees with the opportunity for as much responsibility and authority to be allocated as skill, knowledge and experience will allow.

14.2 Each employee is classified as a Steelmaker in one of the following streams.

- (a) Production (P)
- (b) Electrical (E)
- (c) Mechanical (M)

14.3 Each stream is divided into the following grade levels

<u>Production</u>		<u>Electrical</u>	<u>Mechanical</u>
<u>Melt Shop</u>	<u>Rolling Mill</u>		
6P	6P		
5PB	5PB		
5PA	5PA		
4PB	4PB		
4PA	4PA	4E	4M
3P	3P	3E	3M
2P	2P	2E	2M
1P	1P	1E	1M



14.4 In order to qualify for a grade level the employee must gain certification in:

- (a) prerequisite functions;



- (b) prerequisite skills; and
- (c) extension skills/knowledge

as set out in the manual "Training and Development at Sydney Steel Mill."

14.5 Certification must be gained in all of the nominated functions, skills and extension skills before the employee will be eligible for regrading and certification will only be granted after all of the conditions set out in Clause 7 (Certification for Training) in the manual have been met.

## 15. RATES OF PAY

15.1 The parties agree that the rates of pay in this clause 15 will be paid in accordance with the terms of the Steel Industry Wages Agreement 2000-2001 and will not alter until there is a re-negotiation at the end of the nominal term of this Agreement and a replacement Agreement is made by the Commission.

15.2 Rates of pay in this clause take into account all work requirements and conditions and no additional amounts (including allowances) are payable, other than any allowance prescribed by this Agreement.

The minimum rate of pay per 38 hour week shall be as follows (such rates include the adult basic wage):

- Column A - a 2% increase to apply from the first full pay period commencing on or after (date of ratification).
- Column B - a 2% increase to apply from the first full pay period commencing on or after 1<sup>st</sup> March, 2002.
- Column C - a 2% increase to apply from the first full pay period commencing on or after 1<sup>st</sup> September, 2002.
- Column D - a 2% increase to apply from the first full pay period commencing on or after 1<sup>st</sup> March, 2003.

Production	Column A	Column B	Column C	Column D
1P	\$602.90	\$615.00	\$627.30	\$639.80
2P	\$664.20	\$677.50	\$691.00	\$704.90
3P	\$696.60	\$710.50	\$724.70	\$739.20
4P(A)	\$729.30	\$743.90	\$758.80	\$777.00
4P(B)	\$762.00	\$777.20	\$792.80	\$808.60
5P(A)	\$795.80	\$811.70	\$827.90	\$844.50
5P(B)	\$829.20	\$845.80	\$862.70	\$879.90

6P	\$877.80	\$895.40	\$913.30	\$931.50
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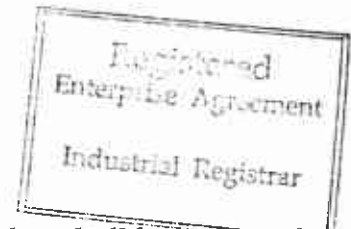
Electrical	Column A	Column B	Column C	Column D
1E	\$795.80	\$811.70	\$827.90	\$844.50
2E	\$829.20	\$845.80	\$862.70	\$879.90
3E	\$877.80	\$895.40	\$913.30	\$931.50
4E	\$911.10	\$929.40	\$948.00	\$966.90

Mechanical	Column A	Column B	Column C	Column D
1M	\$762.00	\$777.20	\$792.80	\$808.60
2M	\$795.80	\$811.70	\$827.90	\$844.50
3M	\$829.20	\$845.80	\$862.70	\$879.90
4M	\$877.80	\$895.40	\$913.30	\$931.60

Note: The above rates of pay consist of the minimum rates of pay plus the over agreement payment, previously paid but not listed in the EBA.

### 15.3 Shift Allowance

- (a) Employees required to work 8 hour rotating shift work on any afternoon and night shift between the hours of 3.00pm and 7.00am will be paid an additional 15% of their ordinary rate for each hour worked on such a shift.
- (b) Employees required to work 12 hour rotating shift work on any night shift between the hours of 7.00pm and 7.00am will be paid an additional 20% of their ordinary rate for each hour worked on such a shift.
- (c) This payment will apply for all normal afternoon and night shifts worked.
- (d) The ordinary classified hourly rate for each classification will be the ordinary classified weekly rate divided by 38.
- (e) Shift Allowance will not be subject to any penalty additions.



#### 15.4 Saturday Rates for Shift Workers

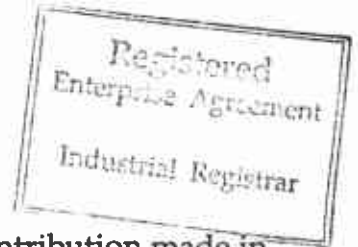
Shift workers for their ordinary shift performed on Saturday shall be paid at the rate of time and one half.

#### 15.5 Sunday Rates for Shift Workers

- (a) Shift workers for their ordinary shift performed on Sunday shall be paid at the rate of double time.
- (b) The start and finish of the weekend will be defined by the shift roster.

#### 15.6 Flexible Remuneration

- (i) In this clause, "Plan" means the terms under which flexible remuneration benefits may be offered by the company at its absolute discretion from time to time to employees by way of a sacrifice of wages payable under this award. Without limitation, the benefits may include, for example, superannuation contributions and employee share plans.
- (ii) Despite the provisions of this award an employee may elect:
  - a) to receive the benefits of any Plan offered by the company; and
  - b) to reduce wages otherwise due under this award by the amount required under the plan for the benefits received by the employee under the Plan.
- iii) Any election by an employee under sub-clause (ii) must be in the form prescribed by the Company from time to time.
- iv) Where an employee has made an election under sub-clause (ii), the wages payable under this award will be reduced by such amount as prescribed from time to time under the relevant Plan.
- v) The reduced wages and the contributions under the Plan will apply for periods of annual leave, long service leave and other periods of paid leave.
- vi) The company or an employee may only terminate or vary an election under sub-clause (ii) in accordance with the terms applicable to the relevant Plan.
- vii) Other than as already provided for under any Plan, the company at its discretion may terminate the provision of benefits under a Plan or amend the terms applicable to a Plan. The company will give one month's notice of such a termination or amendment.



- viii) The Company shall not use any superannuation contribution made in accordance with an employee's election to meet its minimum employer obligation under the Superannuation Guarantee (Administration) Act 1992 or any legislation which succeeds or replaces it.
- ix) The provisions of this clause have been agreed to by the parties with the intent of facilitation flexible remuneration benefits for employees covered by this award. To remove any doubt, this clause is not intended to:
  - a) provide substantive industrial regulation of any benefit included in a Plan; and
  - b) be used as a precedent in relation to any claim for the industrial regulation of any benefit include din a Plan, including, for example superannuation contributions and employee share plans."

## 16. OVERTIME AND MEALS

- 16.1 Overtime shall be paid for all time worked in excess of the ordinary hours prescribed by clause 13.1 except when the time worked is:
  - (a) by arrangement between the employees themselves; or
  - (b) for the purpose of effecting the customary rotation of shifts.
- 16.2 Overtime shall be at the rate of time and one half for the first 2 hours and at the rate of double time thereafter.
- 16.3 Double time will be paid for all work done on Sundays.  
  
In addition, where an employee is required to work overtime at the completion of a Saturday or Sunday shift, double time payment will continue for the duration of the overtime worked.
- 16.4 When an employee is required to continue at work on overtime for more than one and a half hours after the employee's ordinary ceasing time without having been notified before leaving work on the previous day or equivalent time of the requirement to work overtime, the employee shall be paid \$8.50 or provided with a meal.
- 16.5 An additional overtime meal allowance will be paid if a full 8 hours overtime is worked.
- 16.6 Should any employee be required to work overtime such that he or she has less than 8 consecutive hours off duty between the end of his or her normal duties on one day and the commencement of ordinary duties on the next day he or she shall be released after such overtime until he or she has had 8 consecutive hours off duty without loss of pay for ordinary working time

occurring during such release. If on instruction of the company the employee resumes or continues work without such 8 consecutive hours off he or she shall be paid double time until released for 8 consecutive hours off duty.

## 17. CALL-IN

- 17.1 An employee recalled to work overtime after leaving the Mill (whether notified before or after leaving the Mill) will be paid a minimum of four hours at the appropriate rate, even if the employee is not required to work the full four hours.
- 17.2 The provisions of clause 17.1 will not apply where the overtime is continuous with the commencement of ordinary working time.

## 18. HOLIDAYS

### 18.1 Traditional Holidays

The days on which: New Years Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Labour Day; Queen's Birthday; Christmas Day; and Boxing Day are observed shall be holidays and employees not required to work shall be entitled to payment for the shift at the classified rate for the aforesaid holidays, but not for Easter Saturday except where that day forms part of the roster.

### 18.2 Additional Public Holiday

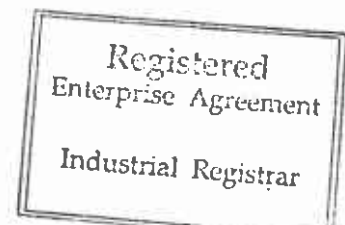
In addition to the days listed in clause 18.1 an additional public holiday will be taken each year at a date discussed with the employees and considered by the Company to be suitable to the business.

### 18.3 Employees Absent Without Leave

Payment under this clause shall not be made to an employee absent without leave or acceptable excuse on the working day preceding or the working day succeeding a holiday.

### 18.4 Holiday Rate

All work done on the aforesaid holidays will be paid at the rate of double time and one half.





**19. LONG SERVICE LEAVE**

- 19.1 The terms of the Long Service Leave Act 1955 shall apply except for the quantum and accumulation rate of leave which shall be as prescribed below.
- 19.2 For all service after 1 July 2001, long service leave will accrue at the rate of 13 weeks for each 10 years of service.
- 19.3 From the date of ratification of this agreement, pro-rata long service leave will be able to be accessed or will be paid out on resignation or termination of the employee, other than in circumstances of summary dismissal, after 5 years continuous service.

**20. ANNUAL LEAVE**

**20.1 Day Workers and Monday to Saturday Shift Workers**

For annual leave provisions, see Annual Holidays Act, 1944. This gives those employees an entitlement to 28 calendar days annual leave.

**20.2 Seven Day Shift Workers**

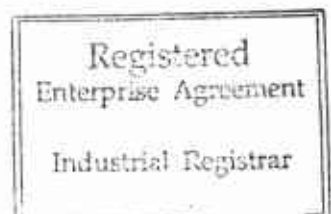
Seven day shift workers are entitled to an additional one week's annual leave if they have worked the entire year as a seven day shift worker. Where the employee works less than a full year as a seven day shift worker the entitlement will be pro-rated on the basis of the number of weeks completed as a seven day shift worker.

**20.3 Monday to Saturday Shift Workers**

Monday to Saturday shift workers who are regularly rostered for duty on Saturday as ordinary working days are entitled to an additional one day's annual leave for every thirteen Saturdays on which the employee worked an ordinary shift.

**20.4 All Employees - Annual Leave Rate of Pay**

Annual leave pay will be based on the sum of the normal daily award rate plus daily over award rate of pay at the beginning of the annual leave multiplied by the number of days the steelmaker would have been rostered to work during normal time period.



**20.5 All Employees - Annual Leave Loading**

- (a) A loading of 20% of the amount calculated in accordance with clause 20.4 shall be paid for all fully accrued annual leave under this clause.
- (b) Provided that an employee who would have worked on shift work had he or she not been on annual leave shall be paid whichever is the greater of the 20% loading

OR

the shift allowance and Saturday and Sunday penalties that would have been payable to him or her in respect of ordinary time during the period of annual leave had he not been on annual leave.

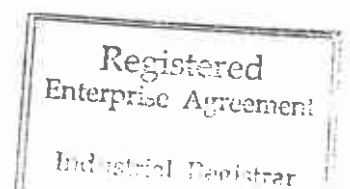
- (c) Overtime or public holiday penalties shall not be taken into consideration for the purpose of the above calculation.
- (d) Annual leave loading shall apply to fully accrued leave only and does not apply to pro-rata annual leave payments on termination of employment.

**20.6 Days Added to the Period of Annual Leave**

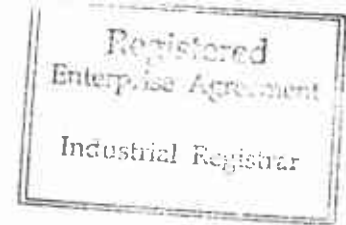
- (a) In the case of an employee who was, at the commencement of his annual leave or long service leave, employed as a seven day shift worker of this Agreement, one day shall be added to his or her annual leave period or long service leave period respectively, in respect of any holiday prescribed by this Agreement which falls within the period of annual leave or long service leave to which he or she is entitled under this Agreement.
- (b) An employee who is rostered off duty on a day which is a holiday prescribed by this Agreement and who is not required to work on that day shall have one day added to his or her annual leave period.
- (c) An employee who is rostered off duty on a day which is a holiday prescribed by this Agreement and who is required to work part of that day, shall be paid for such work at the rate prescribed by Clause 18, Holidays, and in addition will have a pro rata entitlement of an added day for the balance of that day added to the Annual Leave entitlement.

This sub-clause shall not apply when the holiday falls:

- (i) on a Saturday or Sunday except in the case of employees employed as seven day shift workers;
- (ii) on a Sunday in the case of employees employed as Monday to Saturday shift workers who are regularly rostered for duty on Saturdays and ordinary days.



- (d) Any 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.
- (e) Any day or days added in accordance with sub-clause (a) or (b) of this clause, shall be the working day or working days immediately following the period of annual leave or long service leave respectively, to which the employee is entitled under this Agreement.
- (f) For the purpose of sub-clause (e) of this clause, working days shall be:
- (i) in the case of an employee who, at the commencement of his or her period of annual leave or long service leave, as the case may be, was employed as a day worker - any day of the week including a day on which the employee concerned would have been rostered off duty if he or she were not on annual leave or long service leave, but excluding a Saturday, a Sunday or a holiday prescribed by this Agreement;
  - (ii) in the case of an employee who, at the commencement of his or her period of annual leave or long service leave, as the case may be, was employed as a Monday to Friday shift worker - any day of the week other than Sunday or a holiday prescribed by this Agreement including a day on which the employee concerned would have been rostered off duty if he or she were not on annual leave or long service leave.
  - (iii) in the case of an employee who, at the commencement of his or her period of annual leave or long service leave, as the case may be, was employed as a seven-day shift worker - any day of the week including a day on which the employee concerned would have been rostered off duty if he or she were not on annual leave or long service leave.
- (g) Where the employment of a worker has been terminated and he or she thereby becomes entitled to payment in lieu of an annual holiday with respect to a period of employment he or she also shall be entitled to an additional payment for each day accrued to him or her under sub-clause (b) of this clause, at the annual leave rate of pay.
- (h) An employee who is employed as a seven day shift worker who:
- (i) has a day added to his or her annual leave or long service leave pursuant to sub-clauses (a) and (b) of this clause; and
  - (ii) such a day falls on a holiday prescribed by clause 18, Holidays, of this Agreement, on which the employees would have been rostered to work an ordinary shift were it not for his or her entitlement to an added day, shall be paid for such a day, in addition to his



entitlement under sub-clause (d) of this clause, at the rate prescribed by sub-clause (1) of the said clause 18, Holidays, of this Agreement.

- (i) In this clause reference to one week and one day shall include holidays and non-working days.

#### 20.7 Broken Leave

The annual leave will be given and taken in a continuous period or, if an employee and the Company agree, in separate periods approved by management.

### 21 JURY SERVICE

21.1 The Company will reimburse the difference between the amount of wages which would have been earned from normal hours worked and the amount paid in respect for attendance for such jury duty provided the Company has received prior notice of the jury service.

21.2 This clause does not apply to casual employees.

### 22. COMPASSIONATE LEAVE

22.1 An employee (other than a casual employee) will be entitled to a maximum of two working days leave on each occasion, paid at ordinary rate of pay for each day where the employee is absent from work because of death of the employee's close relative (including defacto relatives).

22.2 The Company reserves the right to make additional paid or unpaid compassionate leave available, dependant on the circumstances surrounding the individual case.

### 23. PERSONAL SICK LEAVE

23.1 The purpose of making available personal sick pay is to mitigate against financial hardship for employees as a result of personal illness and injury by accident.

23.2 Paid leave of absence will be provided to cover genuine personal illness or injury by accident.

23.3 Sick leave will be provided for the period of time the employee is unable to attend for duty, subject to satisfactory proof of that employee's illness or injury.

23.4 Approval for all sick pay claimed will be dependent on satisfactory notification to the Company at least one hour before the absence commences.

23.5 Payment will be at the ordinary weekly rate.

- 23.6. The company reserves the right to review each individual case as appropriate and if considered appropriate cease payment under this clause. Grievances or disputes arising from any review will be managed in accordance with Clause 24 of this Agreement.
- 23.7 The minimum standard of sick leave under this Agreement is that prescribed by section 26(1) of the Act.
- 23.8 For the life of this Agreement, the discretionary arrangements prescribed above will remain in place. However, for extended periods of leave due to non-works illness or injury, generally no less favourable terms and conditions will apply than those generally applying in the industry as outlined in Appendix 3.

#### 24. CONTINUITY OF PRODUCTION AND PROCEDURE FOR RESOLVING ISSUES AND DIFFERENCES

- 24.1 The Company and employees recognise the importance of uninterrupted production and delivery performance and agree that they will confer and resolve any issues or differences between them without resort to industrial actions of any kind by employees or the Unions, or stand down, except for clause 7.6, by the Company and that work shall continue as normal without interruption.
- 24.2 It is also recognised that issues should be resolved speedily and it is intended that most issues will be resolved informally between the employee and the immediate supervisor.
- 24.3 Ultimately, in the event that the matter is not resolved, it will be referred to the Commission for determination. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this provision.
- 24.4 Grievances or disputes will be dealt with in accordance with the following procedure determined between the management and employees:-
- Step 1. If an issue or difference arises at work an employee shall first raise it with the immediate supervisor.
- Step 2. If the matter remains unresolved, the employee shall discuss it with the appropriate section head.
- Step 3. If unresolved at this level the employee and/or employee representative shall consult with the Manager or in the Manager's absence, the nominated deputy.
- Step 4. If the issue is still unresolved the Plant Manager and employee representative will request a meeting with union official(s).



- Step 5. Ultimately, in the event that the matter is not resolved, it will be referred to the Industrial Relations Commission. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this provision.

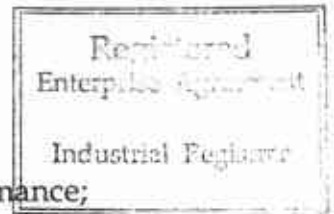
It is agreed that the procedure outlined above shall be implemented as expeditiously as possible and, should any party feel that undue delay is being occasioned at any step in the procedure, then it may seek to have the next step in the procedure initiated.

## 25. PARTICIPATION AND COMMUNICATION

- 25.1 The parties recognise the importance of the involvement and participation of employees in the areas of the business which affect them and the need to ensure that communication paths of relevant information from management to employees and from employees to management are maintained.
- 25.2 Mechanisms and conditions for the deployment of these principles will be in accordance with the procedures agreed between the management and employees.

## 26. DEVELOPMENT APPRAISALS

- 26.1 The purposes of development appraisals are to:
- (a) provide employees with feedback on their performance;
  - (b) provide management with feedback on the aspirations and expectation of employees;
  - (c) provide an opportunity to discuss and plan employees' development programs in the light of their performance, aspirations and expectations.
- 26.2 Development appraisals will be conducted at least every 12 months between the employee and immediate supervisor.



## 27. PARENTAL LEAVE

The parental leave provisions set out in Division 1 of Part 4 of Chapter 2 of the Industrial Relations Act 1996 shall apply in conjunction with the provision for paid parental leave set out below:

### 27.1 Eligibility

- a) An employee who has completed at least 12 months continuous service with the employer (on a full-time or part-time basis) is entitled to paid parental leave in accordance with this clause.

- b) A casual employee is entitled to paid parental leave if they have worked for the employer on a regular and systemic basis for more than 12 months and have a reasonable expectation of on-going employment on that basis.

## 27.2 Entitlement

- a) An employee is entitled to paid parental leave as follows:
  - i) maternity leave - six weeks paid leave immediately after the child's birth
  - ii) paternity leave - one week paid leave around the time of birth
  - iii) adoption leave - six weeks paid leave at the time of placement if the employee is the primary carer
- b) Any period of paid parental leave arising from this clause will be deducted from the period of unpaid parental leave to which the employee is entitled arising from legislation or industrial award/agreement
- c) The entitlement to parental leave is not extended for multiple births.
- d) Parental leave is paid at the employee's weekly ordinary time rate of pay for the period of the leave (as per long service leave and sick leave).
- e) Employees taking maternity or adoption leave may elect to double the period of paid leave arising from paragraph a) above to be paid at 50% of the employee's weekly ordinary time rate of pay. Provided that this extended period of paid leave falls within the period of unpaid parental leave to which the employee is entitled arising from legislation or industrial award/agreement.

## 27.3 Giving notice and applying for leave

- a) To be eligible to claim paid parental leave, employees must comply with the requirements regarding advice to the employer normally associated with the taking of unpaid parental leave.
- b) To claim paid paternity leave the employee must provide such reasonable proof as the employer may require.

## 27.4 Impact of paid parental leave on other entitlements

- a) Paid parental leave shall be considered service for the purpose of service related entitlements (unpaid leave is not counted for such purposes).
- b) The receipt of paid parental leave does not otherwise limit the employee's rights or obligations with respect to unpaid parental leave arising from legislation or industrial award/agreement.

**28. PERFORMANCE RELATED PAYMENTS SCHEME**

The Performance Related Payment Scheme Agreement appended (Appendix 1) to this Agreement is given effect.

**29. NO EXTRA CLAIMS**

- 29.1 It is a term of this Agreement arising from the OneSteel Wage Review 2001 that the Union undertakes for the period to 31 August 2003 not to pursue any extra claims, award or other (including any claims related to national or state wage case decisions), although the Union may commence discussions on renewal claims after 1 June 2003.
- 29.2 Notwithstanding the above, discussions will be allowed on a voluntary basis as to alternative employment agreements, which may involve a departure from existing award provisions for a department or section, designed to improve work arrangements for employees and business performance. These discussions will not involve resort to industrial action or to arbitration. This Agreement does not prevent the parties from exercising any existing award right.
- 29.3 There will be agreed scope to arbitrate, if necessary, unresolved issues about classification restructuring or work value claims.

**30. PAYMENT FOR TRAINING**

The parties have held discussions about payment for employees undertaking training for the purpose of the "Training & Development at Sydney Steel Mill" manual and have agreed to the arrangements set out in Appendix 2.

