

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/52

TITLE: AWU/(North Coast Traffic Services) Enterprise Agreement 1999-2001

I.R.C. NO: 99/5858

**DATE APPROVED/COMMENCEMENT: 4 February 2000 and commenced 13
December 1999**

TERM: 2 years.

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 17 March 2000

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

**EMPLOYEES: It applies to all employees of the Company engaged on, or in connection with
traffic control and associated activities**

PARTIES: North Coast Traffic Services -&- The Australian Workers' Union, New South Wales

Registered
Enterprise Agreement
Industrial Registrar



NORTH COAST TRAFFIC SERVICES

AND THE AUSTRALIAN WORKERS' UNION GREATER NSW BRANCH

ENTERPRISE BARGAINING AGREEMENT

1999 – 2001



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1. TITLE AND OBJECTIVES OF THIS AGREEMENT

This Agreement shall be known as the AWU/(NORTH COAST TRAFFIC SERVICES) Enterprise Agreement 1999-2001.

The objectives of this Agreement are as follows:

- a) To maintain and enhance the efficiency and productivity of the Company.
- b) To provide for increased pay and conditions of employment for employees.
- c) To engender a cooperative industrial relations environment within the Company and between the parties.
- d) To maintain and improve occupational health and safety standards on Company projects.
- e) To recognise the value of training and provide increased opportunities for employees to upgrade skill levels.
- f) To meet the requirements and structural changes of the principal contractors for which the Company are engaged by.

2. PARTIES BOUND

This Agreement shall be binding on NORTH COAST TRAFFIC SERVICES of 2877 Casino Road Dilkoon 2460 PH: 02 66 447433 (herein after referred to as "the Company"), the Australian Workers' Union, NSW, (herein after referred to as "the Union"), and all employees of the Company, whose employment is, at any time when the Agreement is in operation, subject to the Agreement.

3. APPLICATION

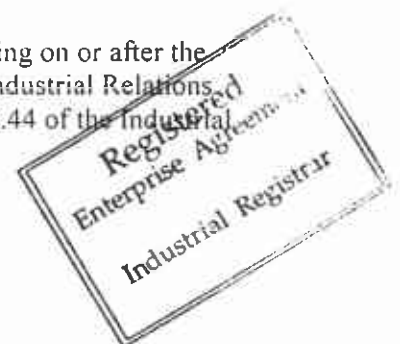
This Agreement shall apply to all employees of the Company engaged on, or in connection with traffic control and associated activities.

4. RELATIONSHIP TO PARENT AWARD

- 4.1 This Agreement is to be read and interpreted wholly in conjunction with the General construction and maintenance, Civil and Mechanical Engineering & c. (State) Award (herein after referred to as "the award").
- 4.2 The terms and conditions of the award are expressly preserved by this Agreement as if the same was set out in full herein and shall be binding upon the parties during the currency of the Agreement by operation of this Agreement if not otherwise. Any increases to allowances and/or improvements in conditions which would benefit employees, introduced by variation to the award, shall also apply.
- 4.3 Where this Agreement is silent then terms of the award, as at 30th December 1997 shall apply.
- 4.4 In the event of any consistency between the award and an express provision of this Agreement, the terms of this Agreement shall prevail to the extent of such inconsistency, unless the express provision of the Agreement provides otherwise.

5. PERIOD OF OPERATION

This Agreement shall come into force from the first pay period commencing on or after the date on which this Agreement is made, in accordance with Part 2 of the Industrial Relations Act 1996. It shall remain in force unless terminated in accordance with S.44 of the Industrial Relations Act 1996.



6. NEGOTIATIONS OF A SUBSEQUENT AGREEMENT

- 6.1 The parties agree to be available to commence negotiations for a new collective Agreement to succeed this Agreement at least 3 months prior to the nominal expiry date.
- 6.2 The parties are committed to concluding these negotiations prior to the nominal expiry date of this Agreement.
- 6.3 These negotiations shall be conducted on a collective basis between the parties with the negotiated outcome being subject to majority approval of a vote of the employees collectively at a central venue mutually agreed by the parties.

7. ADDITIONAL INDIVIDUAL PAYMENTS, BENEFITS OR CONDITIONS

During the life of this Agreement, if the Company agrees to pay or provide any employee with any payment, benefit or condition which is in addition to, or in excess of the wages and conditions contained within this Agreement (through an Australian Workplace Agreement or any other form of individual contract or any informal arrangement), the employer will pay or provide that additional or excess payment, benefit or condition without any offset or limitation to all employees whose employment is covered by this Agreement.

8. APPLICATION OF PROJECT AGREEMENTS

This Agreement shall apply to all aspects of the employer's operations, however it may be varied under s43 of the Industrial Relations Act 1996 to incorporate the terms of any Agreement reached by the parties in relation to supplementary wages and conditions of employment on a major construction project.

Alternatively, the parties may jointly enter into a separate Agreement, including a multi-business Agreement, to cover that part of the employer's business associated with the employment of persons on a major construction project.

Where any additional project allowance and/or benefits exist, or where there are conditions that are inconsistent with this Agreement, the superior provisions will be provided to all employees covered by this Agreement. Such benefits will only be applicable where the Company is contractually obliged to pay under the terms of a project Agreement.

9. CLASSIFICATION STRUCTURE, RATES OF PAY AND INCREASES

This Agreement provides for all employees to be classified at CW2 of the part award. Any higher classifications will occur only after consultations with the Union. Any employee carrying out mixed functions of a higher classification for more than one (1) hour per day will be paid the applicable rate for the whole day.

This Agreement provides for wage increases contained in Appendix A. All expense related allowances not specifically mentioned in this Agreement that would be paid as per the award as varied from time to time.



10. FARES AND TRAVELLING ALLOWANCE

Employees of the Company will be paid in addition to wage rates prescribed in the Agreement a daily Fares and Travel Allowance of \$12.00 per day. Where the Company provides, or offers to provide transport to the workplace, an allowance of \$4.50 per day is payable. Once the employee has travelled more than 100 kms to his/her workplace in his/her own vehicle, he/she is entitled to .45c per km for the excess kms travelled. If transport is supplied by the employer, employees will receive ordinary rates of pay exclusive of allowances for travelling time in 15 minute increments in excess of 100 kms travelled.

11. SUPERANNUATION

The Company will pay the basic superannuation contribution pursuant to the Superannuation Guarantee Levy, which is 7%, and agrees to pay any increases pursuant to Federal law.

The Company will, prior to commencement of employment, ensure that a prospective employee is a member of, or enrolls in the C+BUS Scheme.

All superannuation contributions will accrue weekly, but will be paid monthly as required by a trust deed. No employee will commence employment unless they are a registered member of the C+BUS Scheme. The Company agrees to facilitate additional employee contributions.

The Company herein authorises the union to access C+BUS records, or other approved scheme, so as to ensure all obligations in respect of payment by the Company for employees, has been complied with.

12. CLOTHING

The Company agrees to supply any safety equipment required by employees. After four (4) weeks of employment, employees will receive the following:

- ◆ A Company supplied uniform. (which always remains the property of the company)

13. STATE PERSONAL CARERS LEAVE

(1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlements provided for in clause 16, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration the illness of the person concerned and the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned, and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or



- (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household where, for the purpose of this subparagraph:
 - (1) "relative" means a person related by blood marriage or affinity;
 - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose –
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) or paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave
- (a) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods of part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shut down period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- (4) Time off in Lieu of Payment for Overtime -
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary-time hours shall be taken at the over-time rate.



- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) **Make-up Time -**
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate that would have been applicable to the hours taken off.
- (6) **Rostered Days Off -**
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has member employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

14. CRIB/MEAL ALLOWANCE

- 14.1 An employee required to work more than 1.5 hours beyond their ordinary hours will be eligible for a \$12.00 meal allowance (inclusive of crib provisions).

15. LONG SERVICE LEAVE

Prior to any employee commencing employment, the Company will register them with the Building and Construction Industry Portable Long Service Scheme. The Company will strictly comply with all requirements of the Building and Construction Long Service Payment Acts and in particular will issue all certificates of service with all details including the employees registration number.

16. REGISTER OF EMPLOYEES

The Company will maintain and provide on request, the AWU, GNSW Branch Secretary or nominee, a register containing the name, classification, commencement date, date of birth, C+BUS, LSL and Union number of all employees covered by this Agreement.



17. MINIMUM ENGAGEMENT

Any employee instructed to report to work, and or work ceases due to any reason, will be paid a minimum of four (4) hours.

18. PICNIC DAY

Consistent with the terms of the General Construction Award, the Company may request from an employee proof of picnic day attendance, (ie. Ticket purchase) before payment is made for the day. No work shall be scheduled on the first Monday of December each year, which is the Annual Building Industry Picnic Day.

In the case of an emergency, or due to the principal contractors requirements, union members will receive the rates of double time and a half for working on that day.

19. OCCUPATIONAL HEALTH AND SAFETY/FIRST AID TRAINING

The parties to this Agreement are committed to:

The safe operation of plant and equipment,
The observance of safe working practices,
The correct and proper use of all personal protective equipment (to be provided by the employer), and
To the safety and good health of all employees and customers.

The Company recognises its responsibilities to provide a safe and healthy workplace and accordingly agrees:

To comply with all current Codes of Practice, Regulations, Worksafe Australia documentation and approved and recognised industry standards as a minimum requirement. As well as compliance with the Company's obligations under the Occupational Health and Safety (OHS) Act (1983) as amended.

Where applicable and agreed employees will attend with pay all relevant OH&S Codes of Practice training courses.

To authorise all employees elected to safety committees to attend an approved and agreed safety committee/representative training course (as per section 25 (2) NSW OH&S Act 1983) as soon as practicable or within one (1) month of being elected to such a position.

All employees of the Company will complete the accredited WorkCover Authority induction by an agreed provider and any applicable site-specific OH&S inductions.

All employees will have access to high quality amenities not less than the provisions required by WorkCover Codes of Practice/Regulations.

Employees shall be afforded the opportunity to enrol in appropriate first aid training courses. The aim of the Company will be to have a minimum of 25% of employee's complete relevant first aid training during the life of this Agreement.



20. WORKERS COMPENSATION AND REHABILITATION

The Company agrees to the implementation of an agreed worker's compensation and rehabilitation policy. The operations of this policy shall be reviewed on a regular basis.

The parties commit to ensuring that the rehabilitation of injured workers is an accepted practice, and that suitable duties are provided when available. No employee will be terminated whilst on workers compensation during the first 26 weeks of any injury.

If an injured employee is dismissed because he/she is not fit for employment as a result of an injury, and;

Within a period of 2 years becomes fit to do the same job he/she was previously performing for the Company, and;

The employee requests to be re-employed in that position,

Then at such time as the first vacancy becomes available the Company will reinstate said employee.

The parties agree that the person responsible for the management of rehabilitation cases must be adequately trained to do the job. If such person is not available within the Company, then the services of an agreed industry specific rehabilitation coordination provider/service will be utilised.

The Company will ensure that all persons engaged to work are covered by workers compensation insurance with the estimated wages on a policy commensurate with the actual wages of the Company and number of employees.

The Company and their employees will comply with the following steps to ensure expedited payment of workers compensation:

- (1) All employees will report injuries/accidents at the earliest possible time after the injury;
- (2) All employees will comply with requirements for making a workers compensation claim, including the provision of a medical certificate, at the earliest possible time after the injury/accident;
- (3) In cases where the employee is unable to comply with (1) or (2) above, the Company will assist in fulfilling the requirements for making a claim.

The Company is aware of and will abide by section 90 to 93 of the Workers Compensation Act 1987, which provide that:

- a) It must keep a register of injuries in a readily accessible place. The Company will ensure that all accidents/injuries are recorded in a site accident book. The Company will maintain these records centrally, when work on a particular site is complete.
- b) All employees must enter in the register any injury. The Company must be notified of all injuries on site immediately.
- c) The Company who receives a claim for compensation, or any other documentation in respect of a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer.
- d) The Company who receives a request for their insurer for further specified information, must within seven (7) days after receipt of the request, furnish the insurer with information as in the possession of the Company or reasonably obtainable by the Company.
- e) The Company upon receipt of compensation money from an insurer will pay the money immediately to the person entitled to the compensation.

The parties agree to implement any changes to the procedure for the processing of a Workers Compensation claim.

In cases where there is no dispute about an injury having been sustained at work or travelling to/from work, the Company is liable to pay workers compensation immediately upon notice of the injury being given by the employee and acceptance of the claim by the insurer.

The Company shall make payments of workers compensation to an injured worker as promptly as possible.

21. MEDICAL CHECKS

The Company has the right to request an employee to undergo a medical examination before commencement of employment. All costs of such to be paid by the Company.

22. DISCIPLINARY PROCEDURES/TERMINATION OF EMPLOYMENT

The Company reserves the right to dismiss employees for wilful misconduct or abandonment of employment. For minor safety or procedure breaches, the Company agrees to formally counsel the effected employee with a view to improving those deficiencies. The employee can request the union delegate, or union organiser, to be present at such counselling sessions.

23. DISPUTE SETTLEMENT PROCEDURE

There will be a genuine effort by all parties to resolve grievances of employees in a conciliatory fashion without recourse to stoppages of work.

Outlined below are the principles and procedures that will regulate the resolution of grievances and industrial disputes:

1. Disputes on any work related grievance or industrial matter should be dealt with as close to its source as possible.
2. An employee of the Union delegate/organiser shall initially submit any work related grievances and or industrial matters to the on-site Company supervisor or other appropriate site representative.
3. If the issue remains unresolved after twenty-four hours the employee or Union delegate/organiser may then submit the issue to the appropriate senior management person.
4. If the dispute or grievance has the potential to cause disputation or dislocation to the work of employees of a different Company working on the same site where applicable appropriate management with the principle contractor will be notified.
5. If the issue remains unresolved the matter may be referred to an Executive Officer/ Coordinator of the Union for direct discussion with senior management of the Company and/or principle contractor.
6. Whilst the above procedures are being followed, work shall continue normally.
7. Should the matter remain unresolved after the direct discussions between the Union and management there shall be a 48-hour cooling off period.
8. After the cooling off period the Union and the Company shall be free to exercise their respective rights. Provided that either party may evoke the provisions of the Industrial Relations Act (NSW) 1996.

Each party will ensure each step of the above procedure is followed within reasonable time frames.

This dispute settlement procedure does not apply to health and safety issues.



24. OCCUPATIONAL HEALTH AND SAFETY RESOLUTION PROCEDURES

1. The parties to this Agreement recognise the importance of occupational health and safety and will cooperate to ensure that standards are maintained and enhanced.
2. In the event of any disagreement on the necessity to carry out any safety measure or modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause and the Building Industry Safety Code will be adopted.
3. No person shall dismiss a safety complaint. Any complaint shall be referred to the Company safety officer or workers' safety representative to be dealt with in accordance with the following procedures:
 - Where any employee becomes aware of an unsafe situation, that employee will immediately notify the Company safety officer and/or the workers' safety representative.
 - The relevant safety representative(s) will take immediate action to have the unsafe situation rectified.
 - Should the Company safety officer consider that no safety precautions are necessary, he/she will notify the workers' safety representative accordingly as soon as possible.
 - While there is disagreement on the ruling of the Company safety officer, he/she will arrange for the immediate transfer of all employees from the disputed area.
 - Should the Company safety officer be of the opinion that no action is necessary and the workers' safety representative disagrees, an appropriate inspector from WorkCover will be requested to undertake an inspection of the disputed area for the purpose of resolving any such matter.
 - If disagreement still exists the chief inspector or nominee of WorkCover will be called in to assist in the resolution of the dispute.
4. Whilst the above procedure is being followed there will be no stoppage of work in respect to the matter being considered, except in an area alleged to be unsafe.
5. It is accepted that safety considerations override normal work practices and depending on the degree of potential risk to persons on the job, or the general public, can override normal demarcation practices.
6. Nothing in this clause shall be construed as restricting the rights of the appropriate Union official(s) to become involved at any stage of this process to assist with the resolution of any safety issue.

25. CONSULTATIVE COMMITTEE

The parties to this Agreement recognise that consultation and employee involvement is essential to improved industrial relations and Company performance. The workforce shall be kept fully informed and given maximum opportunity for input into decision making. Appropriate consultative mechanisms shall be established within the Company and where agreed on major projects.

A Joint Consultative Committee will be established in Companies with over twenty (20) employees. The role of this Committee will be, (but not limited to):

- The monitoring of the implementation and ongoing operation of this Agreement. To seek remedies where the objectives of the Agreement are not being met;
- The development and monitoring of key productive improvements, and the measurement of the effectiveness of those initiatives;



- The monitoring of the implementation of training measures the purpose of which will be to advance the concept of continuous workplace training and skills enhancement; and
- The maintenance of effective compliance with the dispute settlement procedures of this Agreement by all parties.

The committee shall consist of equal representation of both the employees and the Company, and shall not be less than four members in total.

The committee may at its discretion call on other persons or experts to attend the committee and to advise it on specific matters of concern to the committee.

Employee representatives will be allowed reasonable time during working hours to prepare and/or report the outcome of meetings.

The committee will attempt to meet (at least) bi-monthly during the life of this Agreement and will be jointly chaired by a representative of the Company and a nominated representative of the employees.

The Secretary of the Union or nominee will be welcome to attend meetings of the Consultative Committee.

26. TRADE UNION RIGHTS AND REPRESENTATION

- 26.1 An employee elected as a job steward/Union delegate shall upon notification by the Union to the Company be recognised as the representative of the Union. The delegate will be allowed all time during working hours to submit to the Company matters affecting employees.
- 26.2 A delegate will be given access on site, to a telephone and all meetings and administrative facilities necessary for the performance of his/her duties.
- 26.3 The Company agrees to the payment to the union and the deduction of union fees from employee's pay upon authorisation of an employee(s).
- 26.4 At the onset of renegotiations, (three (3) months prior to the expiry of this Agreement) employees will be eligible to attend a union meeting during ordinary hours of work with pay, at an agreed venue and time, to discuss claims that may be applicable to their next Enterprise Agreement. No work will be scheduled during such meeting.

27. RIGHT OF ENTRY

Accredited union officials shall have Right of Entry to any place or any premises where the Company is undertaking work for the purpose of interviewing employees, checking on wage rates, award/agreement breaches, or safety conditions or regulations. Such accredited representatives of the union will not be required to give any period of notice before exercising their right of entry.

However, upon arrival on site the accredited union representatives will notify appropriate Company personnel available of their presence.



28. INITIATIVES FOR IMPROVING PRODUCTIVITY

- 28.1 **E.F.T.** It is agreed that the Company is authorised to make payment of wages by Electronic Fund Transfer (EFT). All employees will nominate a bank account(s) for the purposes of weekly payment of wages.
- 28.2 **Spread of Hours and Shiftwork.** The spread of hours during which ordinary time (8 hours per day) is applicable is extended beyond its current award scope to 6.00 am to 6.00 pm (5.00 am start during daylight saving). But no employee shall work more than 38 ordinary hours per week Monday to Friday.
- 28.3 **RDO Flexibility's.** It is a term of this Agreement that the Company will be afforded increased flexibility on Rostered Days Off (RDO's) in recognition of the fact that the principal contractors for which the Company works, are covered by differing parent awards.

29. EMPLOYEE AWARENESS

All current employees will be given a copy of this Enterprise Bargaining Agreement with any further employees receiving a copy on commencement.

30. ANNUAL LEAVE

It is agreed that employees will be paid the 1 twelfth loading on ordinary hours required by the New South Wales Annual Holidays Act 1944 weekly.

31. NO EXTRA CLAIMS

The employees of the Company and the Union agree not to pursue any further claims against the Company during the life of this Agreement except where consistent with this Agreement.

32. NO DISADVANTAGE

Arising from the implementation of this Agreement no employee will suffer a disadvantage in respect of rates of pay and conditions of employment.



33. CERTIFICATION

The signatures that follow testify to the fact that this Agreement shall come into effect from the first pay period on or after

R. K. COLLISON

Signature
FOR THE UNION

[Signature]

Signature
FOR THE COMPANY

R. K. COLLISON

Print Name

Robert. SALMON

Print Name

18.10.1999

Date

14.10.99

Date

WENDY SIORENG CHEN

Witness - Print Name

DAVID LYONS

Witness - Print Name

[Signature]

Witness - Signature

[Signature]

Witness - Signature



APPENDIX A

CW 2

	HOURLY	HOLIDAY LOADING	TOTAL HOURLY
<i>TRAFFIC CONTROLLER</i>			
1 AUGUST 1999	13.10	1.10	14.20
1 JULY 2000	13.47	1.13	14.60

Registered
Enterprise Agreement
Industrial Registrar