

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/102

**TITLE: Highway Maintenance and Traffic Services Pty Ltd  
Enterprise Agreement 2004-2007**

**I.R.C. NO:** IRC4/7245

**DATE APPROVED/COMMENCEMENT:** 23 December 2004 / 23 December 2004

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 6 May 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 13

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Highway Maintenance and Traffic Services Pty Ltd, located at Unit 5/46 Whyalla Place, Prestons NSW 2170, engaged on, or in connection with bridge and road maintenance, or civil maintenance and traffic control in the State of New South Wales, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

**PARTIES:** Highway Maintenance & Traffic Services Pty Ltd -&- The Australian Workers' Union, New South Wales

# HIGHWAY MAINTENANCE AND TRAFFIC SERVICES PTY LTD ENTERPRISE AGREEMENT 2004-2007

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### **1. Title**

This Agreement shall be known as the Highway Maintenance & Traffic Services Pty Ltd Enterprise Agreement 2004-2007 (The "Agreement").

### **2. Parties Bound**

This Agreement shall be binding on Highway Maintenance & Traffic Services Pty Ltd; ABN No: 61 103 812 415 (The "Company") and the Australian Workers' Union, New South Wales (The "AWU").

### **3. Objectives of This Agreement**

The objectives of this Agreement are as follows:

- i. To maintain and enhance the efficiency and productivity of the Company.
- ii. To provide for increased pay and conditions of employment for employees.
- iii. To promote a cooperative industrial relations environment within the Company and between the parties.
- iv. To maintain and improve occupational health and safety standards on Company projects.
- v. To recognise the value of training and provide increased opportunities for employees to upgrade skill levels and
- vi. To meet the requirements of the principal contractors for which the Company are engaged by.

#### **4. Application**

This Agreement shall apply to all employees of the Company engaged on, or in connection with bridge and road maintenance, or civil maintenance and traffic control in the State of New South Wales.

#### **5. Relationship to Parent Award**

- i. This Agreement shall be read and interpreted wholly in conjunction with the General Construction and Maintenance, Civil and Mechanical Engineering & C. (State) Award (The "Award").
- ii. The terms and conditions of the Award are expressly preserved by this Agreement as if the same was set out in full and shall be binding upon the parties during the currency of the Agreement. Any increases to allowances and/or improvements in conditions which would benefit employees, introduced by variation to the Award, shall also apply.
- iii. Where this Agreement is silent the terms of the Award as at 15 November 2004 shall apply.
- iii. In the event of any inconsistency between the Award and the Agreement, the terms of this Agreement shall prevail to the extent of such inconsistency.

#### **6. Period of Operation**

This Agreement shall come into force from the first full pay period on or after the date the Agreement is approved by the Industrial Relations Commission of New South Wales (The "Commission") and shall remain in force for a period of three years

#### **7. Negotiations for a Subsequent Agreement**

- i. The parties agree to be available to commence negotiations for a new Agreement at least three months prior to the nominal expiry date.
- ii. The parties intend to conclude these negotiations prior to the nominal expiry date.
- iii. These negotiations shall be conducted 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.

#### **8. Australian Workplace Agreements (AWA's)**

The Company agrees not to offer or make Australian Workplace Agreements (AWA's) with employees covered by this Agreement, for the life of this Agreement.

#### **9. Application for Project Agreements**

This Agreement may be varied 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 will jointly enter into separate agreements, including multi-business Agreements, to cover that part of the Company's business associated with the employment of persons on major construction projects, defined as a project costing more than A\$100 million dollars.

#### **10. Classification Structure, Rates of Pay and Increases**

This Agreement provides for all employees to be classified as either a Civil Construction Worker Grade 2 or a Civil Construction Worker Grade 3 of the parent Award.

Any higher classifications will occur only after consultation with the Union. Any employee carrying out mixed functions of a higher classification for more than one hour per day will be paid the applicable rate for the whole day.

Leading hands will receive at least any applicable allowances in accordance with the Award.

This Agreement provides for wage increases contained in Appendix A. All expense related allowances not specifically mentioned in this Agreement are to be paid in accordance with the Award as varied from time to time.

#### **11. Fares and Travelling Allowance**

Employees of the Company will be paid in addition to the wage rates prescribed in this Agreement a daily fares and travel allowance of \$18.00 per day, if asked to report to site in own vehicle.

Where the Company provides, or offers to provide transport to the site, an allowance of \$8.00 per day is payable, to employees picked up at a point other than the depot, with the exception of the driver of the Company's vehicle.

Once the employee has travelled more than 100 kilometres to his/her site in his/her own vehicle, he/she is entitled to 65c per km for the excess kilometres travelled. If transport is supplied by the Company, employees will receive ordinary rates of pay for travelling time in 15 minute increments

The driver of the Company's vehicle will be considered to be working at all times so occupied and paid accordingly.

Employees who have reported to the Company's depot to start work will be paid ordinary time for all time spent travelling.

Definition of site is any other location other than Company's depot.

#### **12. Superannuation**

The Company will pay superannuation contributions pursuant to the Superannuation legislation. The Company agrees to pay any increases pursuant to any changes to the superannuation legislation.

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 to the superannuation fund.

The Company agrees to facilitate additional employee contributions.

The Company authorises the Union access to its member's records concerning the C+BUS Fund, or records in connection with any suspected breach.

Fares and Travel Allowance will consider ordinary time earning for Superannuation purposes.

### 13. Clothing

The Company agrees to supply any safety equipment required by employees. After four weeks of employment, employees will receive a:

Company supplied uniform (see Appendix B)

The Company may ask for a security deposit of no more than \$250 if a uniform is provided on engagement, which shall be reimbursed on return of all uniforms and equipment.

### 14. 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 sub-clause, who needs the employee's care and support shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlements provided for in clause 18 of the Award, sick leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken 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 sub-clause where another person has taken leave to care for the same person.
- c. The entitlement to use sick leave in accordance with this sub-clause 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 sub-paragraph:
      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 Company 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 Company 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 Company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub-paragraph (ii) or paragraph (c) of subclause (1) who is ill.
3. Annual leave
  - a. An employee may elect, with the consent of the Company 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 sub-clause, shall be exclusive of any shutdown period provided for elsewhere under this Award.
  - c. An employee and Company 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 Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company within 12 months of the said election.
  - b. Overtime taken as time off during ordinary-time hours shall be taken at the overtime rate.
  - c. If, having elected to take time as leave in accordance with paragraph (a) of this sub-clause, 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 Company, 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 Agreement, at the ordinary rate of pay.
  - b. An employee on shift work may elect, with the consent of the Company, 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 Company, to take a rostered day off at any time.
  - b. An employee may elect, with the consent of the Company, to take rostered days off in part day amounts.
  - c. An employee may elect, with the consent of the Company, 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 Company and employee, or subject to reasonable notice by the employee or the Company.
  - d. This sub-clause is subject to the Company 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 to participate in negotiations.

#### **15. Crib/Meal Allowance**

If an employee works an additional 1.5 hours overtime beyond their ordinary hours in any one day/shift, the employee will be eligible for a \$15.00 meal allowance (inclusive of crib provisions).

All other crib breaks shall be in accordance with the Agreement. Travel time will not be included in calculating hours for the purposes of crib breaks.

This provision has no application for employees supplied with full living away from home as accommodation with all meals provided by the Company.

#### **16. Long Service Leave**

The Company agrees to register any employee in accordance with the *Building and Construction Long Service Payments Act 1986*.

#### **17. Register of Employees**

The Company will maintain and provide on request, to the AWU Secretary or nominee, a register containing the name, classification and commencement date of all employees covered by this Agreement.

#### **18. Minimum Engagement**

Any employee including casuals instructed to report to work, including Saturdays, Sundays and public holidays, and work ceases due to any reason, or not required to start after reporting to the site or depot, will be paid a minimum of four hours pay plus any applicable fares if reporting to site.

#### **19. Picnic Day**

Consistent with the terms of the Award, the Company may request from an employee proof of picnic day attendance, i.e. current Union membership card is proof. No work shall be scheduled on December 27th each year, which is a different date to the Annual Building and Construction Industry Picnic Day and is by Agreement with the Union. Casuals who have been engaged for more than 3 months are entitled to payment.

In the case of an emergency, or due to the principal contractor's requirements, Union members will receive the rate of double time and a half for working on that day.

#### **20. 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 Company) 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 Act 2000 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 31 of the NSW Occupational Health & Safety Regulation 2001) as soon as practicable or within one 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.

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.

## **21. Workers' Compensation and Rehabilitation**

The Company agrees to the implementation of an agreed workers' compensation and rehabilitation policy.

The parties commit to ensuring that the rehabilitation of injured employees is an accepted practice, and that suitable duties are provided when available.

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 the 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 a 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 employees are covered by workers compensation insurance and the estimated wages are calculated correctly and correspond with the actual wages of the Company and number of employees.

The Company acknowledges and will comply with the *Workers' Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and all amendments.

## **22. Medical Checks**

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

## **23. Disciplinary Procedures/Termination of Employment**

The Company reserves the right to dismiss employees for wilful or serious misconduct or abandonment of employment.

The following are examples of serious misconduct:

- theft of Company property;
- physically aggressive behaviour (fighting, verbal abuse);
- refusal of duty / reasonable request;
- deliberate sabotage of Company property;
- drug and alcohol abuse; and



deliberate breaches of safety.

For minor safety or procedural breaches, the Company shall formally counsel the effected employee with a view to assisting the employee in improving those deficiencies.

An employee may request a support person of their choice to be present at any counselling session. The Company also reserves the right to dismiss employees after appropriate warnings have been issued.

Minutes will be taken of any counselling session and a copy of the minutes shall be provided to the employee. If an employee refuses to attend a counselling session this shall be considered to be serious misconduct.

#### **24. 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.

The following principles and procedures provide a guide to the resolution of grievances and industrial disputes:

- i. Disputes regarding any work related grievance or industrial matter shall be dealt with as close to the source as possible.
- ii. An employee or the Union delegate/official shall initially submit any work-related grievances and or industrial matters to the on-site Company foreperson, supervisor or other appropriate site representative.
- iii. If the issue remains unresolved the employee or the Union delegate/official may then submit the issue to the appropriate member of the senior management team.
- iv. If the dispute or grievance has the potential to cause disputation or effect the work of a different Company working on the same site, appropriate management with the principal contractor will be notified.
- v. If the issue remains unresolved the matter may be referred to an executive official of the Union for direct discussion with senior management of the Company.
- vi. While the above procedure is being followed, work shall continue normally.
- vii. Should the matter remain unresolved after the direct discussions between the Union and senior management there shall be a 48-hour cooling off period.
- viii. If the matter remains unresolved, the Union or the Company may apply to the Commission for conciliation or arbitration of the matter.

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.

#### **25. Occupational Health and Safety Resolution Procedures**

- i. The parties to this Agreement recognise the importance of occupational health and safety and will co-operate to ensure that standards are maintained and enhanced.
- ii. In the event of any disagreements 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 shall be applied.
- iii. Any complaint shall be referred to the Company safety officer or workers' safety representative to be dealt with in accordance with the following procedures:
  - a. Where any employee becomes aware of an unsafe situation, that employee will immediately notify the Company safety officer and/or the workers' safety representative.

- b. The relevant safety representative(s) will take immediate action to have the unsafe situation rectified.
  - c. 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.
  - d. 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.
  - e. If disagreement still exists the chief inspector or nominee of WorkCover will be called in to assist in the resolution of the dispute.
- iv. 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.
  - v. 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.

## **26. Consultative Committee**

The parties to this Agreement recognise that consultation and employee involvement are essential to improved industrial relations and Company performance.

The employees shall be given maximum opportunity for input into decision-making.

Appropriate consultative mechanisms shall be established.

A Joint Consultative Committee (JCC) will be established. The role of the JCC will be, but not limited to the following:

The monitoring of the implementation and on going operation of this Agreement, and 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 JCC shall consist of equal representation of both the employees and the Company, and shall not have less than four members.

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

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

The JCC 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.

## **27. Trade Union Rights and Representation**

An employee elected as the Union delegate shall upon notification by the Union to the Company be recognised as the accredited representative of the Union. The delegate will be allowed all time during working hours to discuss with the Company matters affecting employees.

To assist with the monitoring of this Agreement and to facilitate communication and effective trade Union representation the Company agrees to be paid 2 hour meeting of employees if required by the Union within each twelve-month period during the life of the Agreement at an agreed time and venue. No work will be scheduled during such meetings. Additional meetings may be convened by Agreement.

Except with specific Company approval, any meetings between employees and the Union will be unpaid and held in non-work time.

The Company agrees to the payment to the Union and the deduction of Union fees from employees pay upon authorisation of an employee(s).

### **28. Right of Entry**

Union officials following the production of a valid authority 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, investigating Award/Agreement breaches, or safety conditions or regulations.

Upon arrival on site the Union representatives will notify the Company of their presence.

### **29. Initiatives for Improving Productivity**

The Company will pay wages to an employee by Electronic Fund Transfer ("EFT"). All employees will nominate a bank account(s) for the purposes of weekly payment of wages or fortnightly by Agreement with the Union.

Spread of Hours and Shiftwork - The spread of hours during which ordinary time (8 hours per day) Monday to Friday is 6:00 am to 6:00 pm (5:00 am start during daylight savings) with a maximum of 38 ordinary hours, with weekly employees accruing two hours towards a rostered day off ("RDO").

Shift work of less than five (5) consecutive shifts, broken shifts (unless the employee occasions the break) and shifts commencing after 6pm are to be paid at overtime rates in accordance with the Award.

RDO Flexibilities - The Company will facilitate increased flexibility of RDO's in recognition of the fact that the principal contractors for which the Company works are covered by differing parent Awards. There will be no penalty for working on construction industry RDO's. Only weekly employees can accumulate RDOs

### **30. Employee Awareness**

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

### **31. Annual Leave**

Permanent employees as per clause 20 and 21 of the Award

The Casual rates are inclusive of annual leave entitlements.

### **32. No Extra Claims**

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

### **33. Redundancy**

The Company shall make a payment of \$40.00 per week of service for each employee into the Australian Construction Industry Redundancy Trust ("ACIRT"). This clause does not apply to casuals and these provisions exist in lieu of the Award conditions.

### **34. Contracts of Employment**

Casual employees are to work a maximum of eight ordinary hours per day, with a minimum engagement of 4 hours.

If casual employee works more than 1600 ordinary's hours in a 12 month period he/she must be offered weekly employment in writing with the employee have having the option to accept or reject also in writing.

Casuals receive 20% loading on weekly hourly rate, increased to 25% on 1st October 2006 to compensate for not getting public holidays, sick leave, redundancy, leave loading, annual leave, wet weather, on ordinary hours only.

### **35. Anti Discrimination**

- i. It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- ii. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement, which by its terms or operation has a direct or indirect discriminatory effect.
- iii. Under the *Anti-Discrimination Act 1977* (NSW) it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- iv. Nothing in this clause is to be taken to affect:
  - a. Any conduct or act which specifically exempted from anti discrimination legislation.
  - b. Offering or providing junior rates of pay to persons less than 21 years of age.
  - c. Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977* (NSW).
  - d. A party to this Agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- v. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### **36. Signatures of the Parties**

The undersigned parties approve the terms contained in this Agreement and agree that it gives effect to the Agreement reached between them.

I am Lee Unwin of Highway Maintenance and Traffic Services Pty Ltd and am authorised to approve the terms contained within this Agreement on the Company's behalf and have approved those terms.

Signed for and on behalf of:  
Highway Maintenance & Traffic Services Pty Ltd

Date

ABN No: 61 103 812 415

.....  
(Insert Name)

.....  
(Insert position)

Signed for and on behalf of The Australian Workers' Union    Date  
New South Wales Branch

.....  
(Insert Name)

.....  
(Insert Position)

## APPENDIX A

### WAGE RATES

CCW2 Traffic Controllers General labourer	On signing	1st October 2005	1st October 2006	1October2007
WEEKLY (per hour)	\$15.50	\$16.00	\$16.50	\$17.00
CASUALS	\$18.60	\$19.20	\$20.63	\$21.25
CCW3 machine person pneumatic pickperson bituminous layer or expansion joint layer				
WEEKLY	\$16.00	\$16.50	\$17.00	\$17.50
CASUAL	\$19.20	\$19.80	\$21.25	\$21.88

#### Important notes

These rates are in lieu and inclusive of any industry allowance, follow the job loading, sick leave loading, travel pattern loading and distant places allowances as prescribed by the Award.

All overtime to be calculated on the weekly hourly rate, including casuals. i.e.; double time is \$31.00 per hour on signing for all CCW2 employees and \$32 for CCW3

Shifts at night time (five consecutive) that finish before mid night are at time and a quarter loading of the ordinary rate. Shifts that finish after mid night and before 6 am are time and one half loading

For example: time and a quarter loading for a CCW2 casuals ordinary rate is \$18.60 plus loading of \$4.65 that equals \$23.25 per hour

:Time and a quarter loading for weekly ordinary rate is \$15.50 plus loading of \$3.88 that equals \$19.38 per hour.

## APPENDIX B

### SAFETY APPAREL

The Company agrees to supply any safety equipment required by employees, in accordance with occupational health and safety requirements.

1. On commencement, safety vests with retro-reflective tape attached to the torso area of the garment will be provided.
2. After 20 working days of employment, employees will receive a Company supplied uniform.

It is the employee's responsibility to maintain issued safety apparel and to wear this apparel on all job sites.

Employees who terminate their employment with the Company within three months of commencement or issue of safety apparel (other than wet weather equipment and protective jacket), will be required to return all issued items. The employee will reimburse the Company for any unreturned items, by way of payroll deduction from their final pay.

Deductions for unreturned items will be calculated on the following scale:

In the first month of issue	100 percent
In the second month of issue	80 percent
In the third month of issue	65 percent
In the fourth month of issue	45 percent
In the fifth month of issue	30 percent
In the sixth month of issue	20 percent
After the six month of issue	0 percent

Employees who terminate their employment with the Company within 12 months of issue of wet weather equipment and/or protective jacket will be required to return all issued items. The employee will reimburse the Company for any unreturned items by way of payroll deduction from their final pay.