
**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA06/47

**TITLE: Transfield Services Limited (Roads Maintenance Contract)
Enterprise Agreement 2006-2009**

I.R.C. NO: IRC6/81

DATE APPROVED/COMMENCEMENT: 25 January 2006 / 11 February 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/239.

GAZETTAL REFERENCE: 17 February 2006

DATE TERMINATED:

NUMBER OF PAGES:

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Transfield Services (Australia) Pty Limited, located at 22 Power Road, Seven Hills NSW 2147, engaged on road maintenance and/or associated infrastructure and/or any miscellaneous work associated therewith on sites where work is carried out by the Company within NSW, who fall within the coverage of the Asphalt and Bitumen Industry (State) Award.

PARTIES: Transfield Services (Australia) Pty Limited -&- The Australian Workers' Union, New South Wales

OBJECTIVES

It is a prerequisite for successful Roads Maintenance and Associated Infrastructure Operations that the following objectives are achieved and that all parties associated with this Agreement commit themselves to:

Excel in Company/employee relations, safety, welfare, quality, productivity, flexibility, communication timeliness.

The above will be achieved by:

- * Providing a healthy, safe, harmonious working environment.
- * Enhancing productivity and efficiencies within the workplaces.
- * Continuing to create a flexible work environment which will enable all personnel to work to the limits of their skills and capabilities.
- * Ongoing communication and consultation with all personnel being encouraged to participate in matters that have a constructive impact on their overall working environment.
- * Constantly seeking improvement in: services to our clients, safety and welfare, quality and efficiency.
- * Providing stable and secure employment for personnel.
- * Developing a culture that focuses on commitment and trust.
- * Positive union representation that will contribute to the interests of all personnel and the overall efficiency of Transfield Services Limited.

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32 TITLE

This Agreement shall be known as the: Transfield Services Limited (Roads Maintenance Contract) Enterprise Agreement 2006-2009

33 APPLICATION AND INCIDENCE OF AGREEMENT

This Agreement shall apply to employees of Transfield Services (Australia) Pty Limited 22 Powers Road Seven Hills NSW 2147 engaged on roads maintenance and/or associated infrastructure and/or any miscellaneous work associated therewith on sites where work is carried out by the Company within the State of New South Wales (NSW). This Agreement covers wages and conditions for all employees classified and working at any Level at Appendix "A" of this Agreement.

34 PARTIES BOUND

3.1 The parties to this Agreement are:

3.1.1 All employees who are members of or who are eligible to be members of any Organisation of Employees listed in this clause, or who are from time to time engaged in any occupation/classification/level listed in Appendix "A" of this Agreement.

3.1.2 Organisations representing employees herein :

- Australian Workers Union (AWU- New South Wales)

3.1.3 Transfield Services (Australia) Pty Limited

35 STAND ALONE AGREEMENT

This is a Stand Alone Agreement however for purposes of complying with the 'no net detriment test' at the time of approval by the Industrial Commission of NSW this Agreement shall be measured against the:

- The Asphalt and Bitumen Industry (NSW and ACT) Award.

36 TERM OF OPERATION

This Agreement shall operate from a date no later than the date of approval of this Agreement by the NSW Industrial Relations Commission and shall have a nominal expiry date of 13th February 2009.

6. NO FUTURE CLAIMS

Terms of settlement of this Agreement are that there will be no extra claims sought or paid for the nominal period of this Agreement.

7. SINGLE BARGAINING UNIT

For the purpose of negotiating this Agreement, a single bargaining unit was established consisting of the organisations outlined at Clause 3 of this Agreement.

37 **CONTINUITY OF WORK**

It is a specific condition of employment pursuant to this Agreement that during the period that this Agreement is in force, all parties undertake to ensure that all industrial grievances and disputes shall be dealt with strictly in accordance with Clause 11 Avoidance of Disputes Procedure of this Agreement.

38 **DEFINITIONS** (for the purposes of this agreement):

The Company means Transfield Services (Australia) Pty limited

The Employer means Transfield Services (Australia) Pty Limited

Employee means a Transfield Services (Australia) Pty Limited employee

Subcontractor means labour engaged to directly carry out work on site by means of a contractual agreement with the Company.

Site means any premises, location, workplace, work area or any other site within the state of NSW where the Company is contracted to carry out roads maintenance and/or associated infrastructure and/or any miscellaneous work associated therewith.

Roads Maintenance and 'or Associated Infrastructure and/or Miscellaneous Work means any work, including work to repair, replace, renovate, rehabilitate, maintain, overhaul, upgrade and/or upkeep the roads systems and/or associated infrastructure for which the Company has a contract to carry out roads maintenance and/or associated infrastructure and/or miscellaneous work associated therewith in the state of NSW.

Union means an Industrial Organisation of Employees as listed at Clause 3 of this Agreement.

Week means that period of time commencing 11.00 pm Sunday and ending 11.00 pm on Sunday seven (7) days hence.

Ordinary Hours means 38 hours per week, or as varied pursuant to Clause 15 or 16 of this Agreement. Ordinary pay, ordinary rates, ordinary time shall have corresponding meanings.

Casual Employee means one hired and paid as such as per Clause 13 of this Agreement.

This Agreement means Transfield Services Limited (Roads Maintenance Contract) Enterprise Agreement 2006-2009

39 **BEST PRACTICE**

10.1 The parties agree that Best Practice is simply the best way of doing things - it is a process of constantly changing and adapting to new pressures and work methods. Best Practices are not fixed. It is the method of operation to achieve exemplary levels of performance. Best Practices are not restricted to an examination of cost, but also include quality and timely completion of work in a safe and efficient manner.

10.1.1 The Best Practices Programme includes:

- Understanding and measuring Client needs.
- Multi skilled workforce.
- Flexible workforce, committed to change (working hours, elimination of demarcation).
- Employee involvement.
- Provision of healthy and safe working environment and work practice.
- The achievement of excellence through continuous improvement.

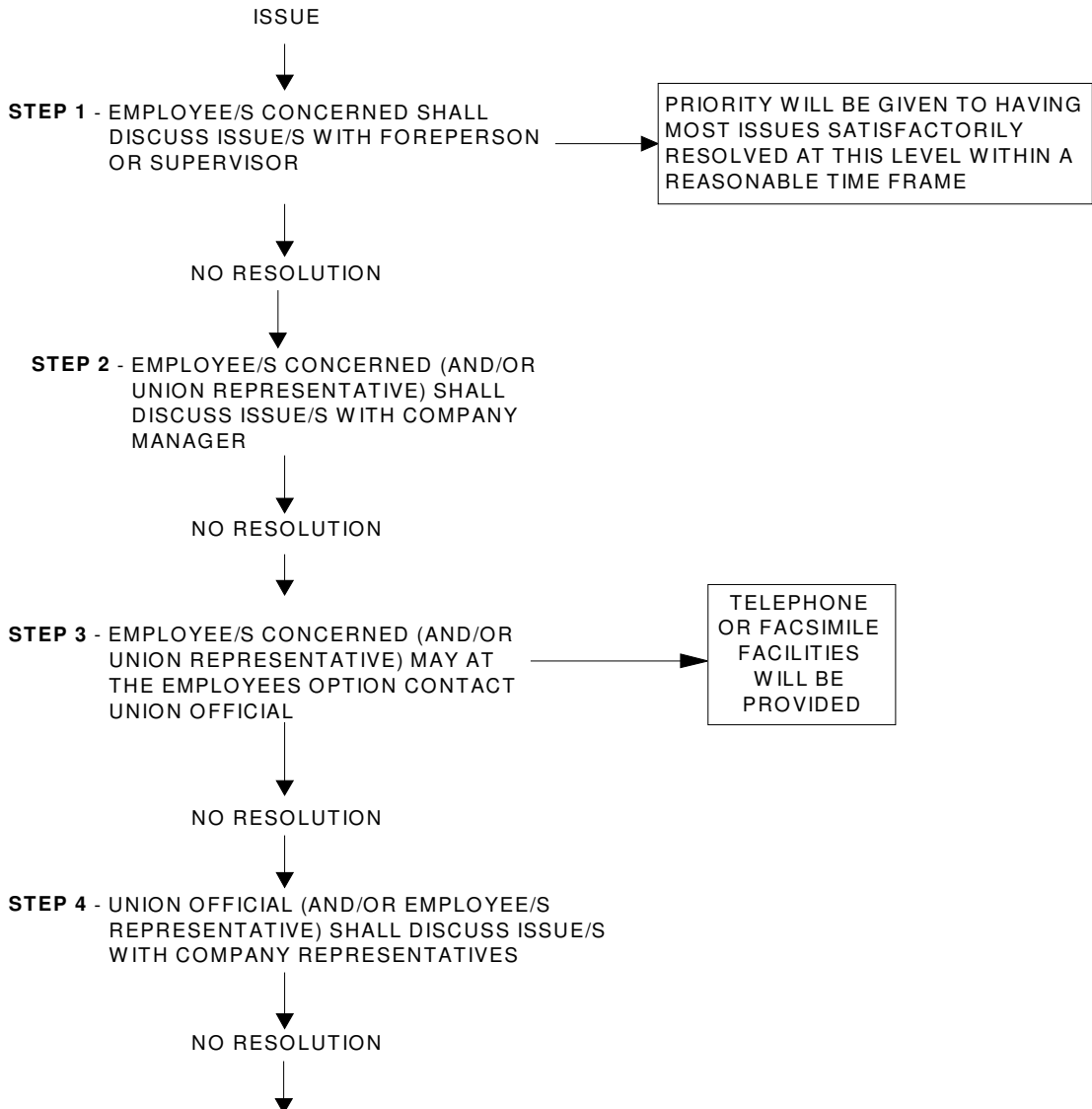
10.2 Efficiency and Quality

10.2.1 The parties are committed to continuously improving efficiency and quality of work and as a consequence the following arrangements will be adopted:

- a) Efficient Safe Working Practices and Active Safety Programmes - consistent with our goal of zero injuries.
 - b) Skills Enhancement - to develop/extend an employee's skills consistent with the productivity and flexibility requirements of the work to be completed and to extend the employees' competence so he/she can ideally perform the whole task.
 - c) Promotion of Industrial Harmony - by combining effective grievance resolution, consultation with and involvement of employees about their work and good management practices to prevent all disputation.
 - d) Flexible Assignment - where the Company may utilise an employee on any task that is within the employees competence, classification, consistent with relevant statutory requirements and our duty to provide a safe and healthy work environment.
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40 AVOIDANCE OF DISPUTE PROCEDURE

- 11.1 In the event of any issue or grievance arising, any such issue or grievance or any other like matter shall be dealt with in accordance with the following steps:



- 11.2 If settlement cannot be reached through the above steps any party to this Agreement shall take the appropriate steps to have the issue/s referred to the NSW Industrial Relations Commission (including, where agreed, to a board of reference) for conciliation and if necessary, arbitration.
- 11.3 While the above procedure is being carried out work will continue in a safe, normal manner and all parties to this Agreement will ensure that no strike, ban or limitation is in place.
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41 EMPLOYEE INDUCTION

- 12.1 All persons before commencing employment on the site will attend and successfully complete a Site Induction Programme (SIP). The SIP will explain safety rules and regulations, site requirements and the application and responsibilities of this Agreement.
- 12.2 Each employee shall receive a Site Safety/House Rules Booklet and a copy of this Agreement. All employees on receipt of the booklet/Agreement, will acknowledge in writing their obligations to understand the booklet/Agreement contents and requirements.
- 12.3 At the company's discretion employees may be issued with personal identification (PI). Such PI once issued will be attached to the employees apparel and may be used for timekeeping, tools/stores requisitioning and for any other reasonable purpose the company may require from time to time.

42 CONTRACT OF EMPLOYMENT

13.1 Weekly Employment

All employees not specifically engaged as casuals shall be employed by the week. (Weekly/Full time/Permanent Employees all have corresponding meanings)

13.2 Casual Employment

- 13.2.1 Casual employees may be employed at any time for periods of engagement of not less than one day and for longer periods as agreed to between the Company and the employee concerned.
- 13.2.2 A casual employee for working ordinary time, shall be paid per hour one thirty-eighth of the weekly wage applicable to the relevant classification rate contained in this Agreement, plus twenty percent (20%).
- 13.2.3 Termination of a casual employee's period of engagement shall be given by no less than one (1) hours notice.

13.3 Probationary Period

Employment for other than casual employees will be on the basis of an initial thirteen (13) week probationary period for new employee's during which time (subject to no less than one (1) days notice) either party may notify its intention to withdraw from the contract of employment.

13.4 Timekeeping

Notwithstanding anything elsewhere stated in this Agreement. The Company may select and utilise for time keeping purposes any fraction or decimal proportion of an hour (not exceeding six minutes) and will apply such proportion in the calculation of working time (including overtime) of an employee.

13.5 Payment of Wages

- 13.5.1 Wages due will be paid by electronic funds transfer into the employees nominated bank or other financial institution account. Wages will be paid weekly and (subject only to Public Holiday delays) be available no later than close of business on the Thursday following the end of the relevant pay period.
- 13.5.2 An employee whose service is terminated shall, within a reasonable time period, be paid the full amount of wages and accrued payments due provided no employee will be required to wait for a longer period than Two(2)ordinary working days after the date of termination.

13.6 Time and Wages Record

- 13.6.1 In accordance with statutory requirements, the Company shall keep or cause to be kept a time and wages book or other time and wages record for each employee.
- 13.6.2 Subject to statutory requirements being met, the Company, on request by an authorised representative of a Union, will make relevant records available for inspection.

13.7 Continuous Operations

- 13.7.1 It is an express condition of this agreement and each employees contract of employment that continuous operations and work flow be maintained.
 - 13.7.2 It is recognised by the parties that their interests are best served by meeting the requirements of the service orientated contract by providing the community with a reliable safe road network. To aid that development it is necessary to ensure the full utilisation of existing resources to meet those requirements by ensuring continuous operation and work flow be maintained on all services carried out.
 - 13.7.3 It is further recognised that to promote the ongoing business of the Company and its employees we must ensure that services are not subject to unnecessary delays whilst undertaking field based maintenance.
 - 13.7.4 In recognition of the commitment by the Company to pursue a commercially viable maintenance industry, it is agreed that to ensure continuous operations in times of emergency, health risks or life threatening situations staff personnel will work with employees engaged under this Agreement.
 - 13.7.5 A 24 hour emergency callout service will provide the appropriate response to the public, by directing all calls to the emergency teams allocated to the particular shift.
 - 13.7.6 Parties to the Agreement will not be disadvantaged by continuity of operations. Issues and disputes will be processed through the disputes and grievance procedure.
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13.7.7 Safety issues will be processed through the Occupational Health and Safety Committee. Emergency crewing, where required, must be maintained continuously throughout the year.

13.7.8 It is an express condition of employment that each employee/party to this agreement will comply with the company's Drugs and Alcohol Policy.

43 TERMINATION OF EMPLOYMENT

14.1 Notice Period

14.1.1 In order to terminate the employment of an employee, the Company shall give to the employee the following notice:

Employee's Period of Continuous Service	Period of Notice
Not more than 1 year	at least 1 week
More than 1 year but not more than 3 years	at least 2 weeks
More than 3 years but not more than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

14.1.2 In addition to the notice in subclause 14.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.

14.1.3 Payment in lieu of the notice prescribed in subclause 14.1.1 and 14.1.2 shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

14.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had employment not been terminated, shall be used.

14.1.5 For the purpose of this Clause, continuity of service shall be calculated in the manner prescribed in the Annual Leave Clause of this Agreement, viz Calculation of Continuous Service.

14.2 Termination of Employment by Employee

Employment is terminable by an employee by one (1) week's notice.

If an employee fails to give notice, the Company shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice not given.

14.3 Statement of Employment

The Company will, upon receipt of a request from an employee whose

employment has been terminated, provide to the employee a written statement specifying the period of employment and the classification of the type of work performed by the employee. At the additional request of the employee, an evaluation of conduct and performance will also be outlined.

14.4 Instant Dismissal

Notwithstanding the provisions of subclauses 14.1 hereof, the Company will have the right to dismiss any employee, without notice, for conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty, in such case the wages shall be paid up to the time of dismissal only.

14.5 Unfair Dismissal

Termination of employment by the Employer will not be harsh, unjust or unreasonable. For the purpose of this Clause, termination of employment shall include termination's with or without notice. Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirement of a particular position, termination on the grounds of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political option, national extraction or social origin shall constitute harsh, unjust or unreasonable termination of employment.

An employee's employment shall not be terminated for one or more of the following reasons: temporary absence from work because of illness or injury; union membership or non-union membership or participation in legal union activities; seeking office for and/or acting as an employee representative.

14.6 Standing Down of Employees

Notwithstanding anything elsewhere contained in this Clause, the Company will have the right to deduct payment for any day or part of a day, an employee cannot be usefully employed because of a strike, or for disciplinary reasons, or through any breakdown in machinery or any stoppage of work by any cause for which the Company cannot reasonably be held responsible.

14.7 Abandonment of Employment

The absence of any employee from work for a continuous period exceeding five (5) working days without the consent of the company and/or without notification to the company and/or without reasonable excuse, shall be prima facie evidence that the employee has abandoned his/her employment.

15. HOURS OF WORK

15.1 Ordinary Hours

15.1.1 The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

- a) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - b) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - c) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - d) 152 hours within a work cycle not exceeding 28 consecutive days.
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15.2 The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday.

15.3 The ordinary hours of work prescribed herein shall be worked continuously, (except for meal breaks at the discretion of the Company) between 6.00 am and 6.00 pm. Provided that the actual ordinary hours of work shall be determined by agreement between the Company and the majority of employees in the plant or work section or sections concerned.

15.4 Rostered Days off

15.4.1 Subject only to the requirements of the Company, employees will be entitled to one day off every four weeks (of 7.6 hours each).

RDO accrual shall involve:

- Working an actual eight (8) hour day and being paid 7.6 hours.
- "Banking"/accruing the remaining 0.4 hours/day towards the RDO of up to 7.6 paid hours.
- The RDO shall accrue after each nineteen (19) working day cycle (this cycle shall include Public Holidays).

15.4.2 To provide maximum flexibility to meet the needs of the Company, subject to agreement an employee or employees may be required to work on a nominated RDO and take an alternative day off at a mutually agreed date. Up to five (5) RDO's may be accrued. At the employees option only, and subject to an employee making the request in writing an employee may 'cash-out' any accrued RDO's. In such cases of 'cashing out' any accrued RDO's, means that the employees RDO accruals will be reduced by the amount of hours 'cashed-out.'

15.5 Public Holidays

Subject only to the requirements of the Company, where the agreed RDO falls on a Public Holiday the next working day may be taken in lieu unless an alternative day is agreed.

15.6 Paid Leave(Annual, Sick, Long Service, Bereavement, Public H'day, Jury Duty)

Leave taken and paid for during any cycle of four weeks shall be regarded as a day worked for accrual purposes and as in the case of actual days worked the first 24 minutes (0.4) shall be the designated accrual.

16. SHIFT WORK

16.1 Definitions

For the purposes of this clause:

Shift Work means any shift starting at or after 4:00pm and before 6:00am.

Shift Worker means an employee who works shift work (as defined) in accordance with the shift work provisions of this Agreement and who is (as part of his/her ordinary working time on shift) working such hours that the majority of his/her ordinary daily shift hours fall within the span of shift work hours.

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

16.2 Hours - Shift Work

- 16.2.1 The ordinary hours of shift work will not exceed an average of 38 hours per week over the shift roster.
- 16.2.2 The ordinary hours of shift work may be worked on any day or all the days of the week, Monday to Friday. Provided that the ordinary hours of shift work may be varied to include the hours between 11:00pm Friday and 6:00am Saturday as part of the weekly ordinary hours for shift work, where in each case, the provisions of sub-clause 16.4.1 of this Agreement will apply.
- 16.2.3 Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- 16.2.4 30 minutes shall be allowed to shift workers each shift for a meal which shall be counted as time worked. No shift worker shall work more than 5 hours without a break for a meal.

16.3 Rostered Days off

The provisions relating to RDO's at clause 15, sub-clause (15.4) of this Agreement will also relate to shift workers.

16.4 Shift Allowances

- 16.4.1 A shift worker whilst working ordinary hours on shift work shall be paid for such hours worked **27.5 per cent** more than his/her ordinary rate.

16.5 Saturday/Sunday/Public Holiday Shifts

16.5.1 Saturday Shift

The minimum rate to be paid to a shift worker for ordinary work performed between 11.00 pm on Friday and 11.00 pm on Saturday shall be time and a half for the first two hours and double time thereafter. Such extra rate shall be in substitution for and not cumulative upon the shift allowances prescribed in subclause 16.4 hereof. The provisions of this subclause shall have no application in respect to any shift worked in accordance with subclause 16.2.2 of this Agreement.

16.5.2 Sunday Shift

The minimum rate to be paid to a shift worker for ordinary hours worked between 11.00 pm on Saturday and 11.00 pm on Sunday shall be double time. Such extra rate shall be in substitution for and not cumulative upon the shift allowances prescribed at subclause 16.4 hereof.

16.5.3 Public Holiday Shift

The minimum rate to be paid to a shift worker for ordinary hours worked on a Public Holiday shall be double time and one half. Such extra rate shall be in substitution for and not cumulative upon the shift allowances

prescribed in subclause 16.4 hereof.

16.6 Rosters

Shift rosters shall specify the commencing and finishing times/days of ordinary working hours/days of the respective shifts.

16.7 Overtime

16.7.1 Subject to the provision of 16.7.2 hereof, shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Agreement or on a shift other than a rostered shift shall be paid at the rate of double time or double time and one half for Public Holidays, for overtime hours or part thereof actually worked.

16.7.2 Except in each case when the time is worked:

- a) By arrangement between the employees themselves;
- b) For the purpose of effecting the customary rotation of shifts; or
- c) On a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the Company to deduct payment for a day in accordance with subclause 14.6 of clause 14 of this Agreement.

16.8 Transfer from Day work to Shift work

16.8.1 The company may require a day work employee to transfer to shift work at any time. Provided that where 48 hours notice is not given, then the employee will be entitled to overtime rates during the shift period worked until the 48 hours notice period has expired.

16.8.2 Where the transfer as outlined at 16.8.1 above is for a shift period which does not run for a period of 5 consecutive shifts, then the employee will be entitled to overtime rates for each shift worked.

16.8.3 Overtime rates in the above circumstances will be in accordance with clause 19 (19.1.1.) and will be paid in lieu of shift allowances.

44 MEAL BREAKS

17.1 Day Workers

17.1.1 Day workers shall be entitled to an unpaid meal break of 30 minutes duration. Such meal break shall be taken between the fourth and sixth hours from the daily commencement time of the employee/s concerned ordinary hours. Meal breaks will be taken at the work site.

17.1.2 To allow for continuity of work, meal breaks may be staggered.

17.2 Shift Workers

See Clause 16.2 (16.2.4) of this Agreement.

45 REST PERIOD

Employees shall be entitled to a tea break of 20 minutes duration taken at the work site in the first half of their daily work. Such rest period to be taken at a time as will not unreasonably interfere with the continuity of work.

46 OVERTIME

19.1 Payment for Working Overtime

- 19.1.1 For all work done outside ordinary hours the rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.
- 19.1.2 Except as provided in this subclause or subclause 19.3 hereof in computing overtime each day's work shall stand alone.
- 19.1.3 For the purposes of this clause ordinary hours shall mean the hours worked in accordance with clause 15 or 16 of this Agreement.
- 19.1.4 The hourly rate, when computing overtime, shall be determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.

19.2 Requirement to Work Reasonable Overtime

- 19.2.1 The Company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- 19.2.2 The assignment of overtime by the Company to an employee shall be based on specific work requirements and the practice of "*one in, all in*" overtime shall not apply.

19.3 Rest Period After Overtime

- 19.3.1 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
 - 19.3.2 An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times, shall, subject to this subclause, be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - 19.3.3 If on the instructions of the Company such an employee resumes or continues work without having had such 10 consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
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- 19.3.4 The provisions of this subclause shall apply in the case of shift workers as if 8 hours were substituted for 10 hours when overtime is worked:
- a) For the purpose of changing shift rosters; or
 - b) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - c) Where a shift is worked by arrangement between the employees themselves.

19.4 Call Back

- 19.4.1 An employee recalled to work overtime after leaving the site (whether notified before or after leaving the site) shall be paid for a minimum of 4 hours work overall at the appropriate rate for each time so recalled within each 4 hour period; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours as the case may be if the job he/she was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the Company's premises to perform a specific job outside his/her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- 19.4.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause 19.3.2 of this clause when the actual time worked is less than 4 hours on such recall or on each of such recalls.

19.5 Saturday, Sunday, Public Holiday Work

An employee required to work overtime on a Saturday, Sunday, Public Holiday shall be afforded at least 4 hours work or paid for 4 hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

19.5.1 Saturday Overtime

Other than for shift workers, overtime hours worked on Saturday shall be paid for at the rate of time and one half ordinary time rates for the first two hours and double time thereafter. Overtime hours worked on a Saturday after 12.00 noon shall be paid at double ordinary time rates.

19.5.2 Sunday Overtime

Overtime hours worked on a Sunday shall be paid for at the rate of double ordinary time rates.

19.5.3 Public Holiday Overtime

Overtime hours worked on a Public Holiday shall be paid for at the rate of double and one half ordinary time rates.

19.6 Crib Time

19.6.1 An employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

19.6.2 Provided that where a day worker is required to work overtime on a Saturday the first prescribed crib time shall if occurring between 10.00 am and 1.00 pm be paid at ordinary rates.

19.6.3 Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. The Company and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Company shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

19.7 Meal Allowance

An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he/she will be so required to work shall either be supplied with a meal by the Company or paid for the first meal and each subsequent meal.:

Current	From 11/2/2006	From 10/2/2007	From 9/2/2008
\$9.10	\$9.50	\$9.90	\$10.30

19.8 Time Off in Lieu of Payment of Overtime

19.8.1 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.

19.8.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

19.8.3 The company shall if requested by an employee, provide payment at the rate provided for the payment of overtime in the Agreement, for any overtime worked under paragraph 19.8.1 of this subclause where such time has not been taken within 12 weeks of accrual.

19.9 Standby

19.9.1 Standby duties shall be undertaken by employees (other than shift workers) as required. Employees required to be available and in

readiness to perform Standby duties shall be paid a Standby Allowance of 8% of the ordinary weekly wage of the employee paid on daily basis.

- 19.9.2 For the purpose of this Clause, seven (7) continuous days shall constitute a week with specified available hours being between 6.00pm Friday and 6.00pm the following Friday.
- 19.9.3 An employee, who is in receipt of a Standby Allowance, and who is recalled to work in an emergency after the expiration of his/her customary working time for the day and after he/she has left work for the day, shall be paid for a minimum of 4 hours inclusive of time worked for the Call Out period.
- 19.9.4 Provided that where an employee is recalled to work after 4.00 am on a normal working day and such work continues through to his/her customary starting time, no minimum Call Out Payment shall apply.
- 19.9.5 For the purpose of this clause, time reasonably spent in travelling to and from the incident shall be counted as time worked.
- 19.9.6 An employee recalled to work while on standby duty shall be paid in accordance with Clause 15 - Hours of Work of this Agreement.

47 PUBLIC HOLIDAYS

20.1 Prescribed Public Holidays

20.1.1 An employee on weekly employment shall be entitled, without loss of ordinary pay, to public holidays as follows:-

- New Year's Day
- Australia Day
- Labour Day
- Good Friday
- Easter Saturday
- Picnic Day (usually the first Monday in December)
- Easter Monday
- Anzac Day
- Queen's Birthday
- Christmas Day
- Boxing Day

or other such day as is generally observed in the locality to which this Agreement applies as a substitute for any of the above days.

20.1.2 For the purpose of this Agreement

- a) When Christmas Day is a Saturday or on a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- b) When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.
- c) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

20.1.3 By agreement between the company and employee, other days may be substituted for the said days.

20.2 Holidays - Absence on Working Day Before or After

Where an employee is absent from employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the Company, the employee shall not be entitled to payment for such public holiday.

48 ANNUAL LEAVE

21.1 Period of Leave

21.1.1 Subject to the provisions of this Clause, each weekly hired employee covered by this Agreement shall after each 12 months of their continuous employment, be entitled to annual leave on full "all purpose" pay as follows:-

- Four (4) weeks

21.2 Annual Leave is exclusive of Public Holidays

Such annual leave shall be exclusive of any statutory holiday which may occur during the period of annual leave and (subject to subclause 21.6 hereof) shall be paid for by the Company in advance.

21.3 Payment on Termination

21.3.1 If the employment of any employee is terminated for any reason at the expiration of a full year of employment the Company shall be deemed to have given the leave to the employee from the date of termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee his/her pay, calculated in accordance with subclause 21.6(b) hereof, for four weeks less payment of any leave previously taken.

21.3.2 If the employment of any employee is terminated for any reason before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to one-twelfth of the ordinary earnings for the period of the employment calculated in accordance with subclause 21.6 hereof less payment of any leave previously taken.

21.4 Period of Notice prior to taking Annual Leave

One month's notice (or such other period as may be agreed) prior to commencement of annual leave shall be given by the Company to the employee.

21.5 No Payment in lieu of Annual Leave

Except as herein before provided it shall not be lawful for the Company to give or for any employee to receive payment in lieu of annual leave.

21.6 Calculation of Annual Leave Pay (when leave is actually being taken)

21.6.1 Calculation of Annual Leave Pay - in respect to Annual Leave entitlements to which this subclause applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- a) Shift Workers - Subject to provision (b) hereof the rate of wage to be paid to a shift worker shall be at the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- b) All Employees - In no case shall the payment by the Company to an employee be less than the sum of the following amounts:
 - i) The employee's ordinary "all-purpose" wage rate as prescribed by this Agreement (Appendix 'A') for the period of Annual Leave (excluding shift premiums and weekend penalty rates);

21.7 Annual Leave Loading (17½%)

An employee who proceeds on Annual Leave shall receive a loading of 17.5% calculated on the total amount of Annual Leave Pay received. Provided that a shift worker (Clause 16) actually taking leave shall receive the said loading or paid as per his/her projected shift roster, whichever is the greater. This loading shall also apply to any proportionate leave. Provided also, that any leave paid out under subclause 21.3 hereof, then such 17.5% loading will apply.

21.8 Split Leave

By mutual agreement between the Company and employee/s concerned Annual Leave entitlements may be split into several leave periods of individual days or collective days/weeks.

21.9 Calculation of Continuous Service

21.9.1 For the purpose of this Clause, service shall be deemed to be continuous notwithstanding:

- any interruption or determination of the employment by the Company if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
 - any absence from work on account of personal sickness or accident, or on account of paid leave lawfully granted by the Company, or
 - any absence with reasonable cause, proof of which shall be upon the employee.
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- 21.9.2 In cases of personal sickness or accident, or absence with reasonable cause, the employee to become entitled to the benefit of this subclause shall inform the Company in writing if practicable, within 24 hours of the commencement of such absence of their inability to attend for duty and as far as practicable state the nature of the illness, injury of cause and the estimated duration of such absence.
- 21.9.3 In calculating the period of 12 months continuous service, the following absences shall be taken into account and counted as time worked:
- Up to 152 ordinary hours in 12 monthly period in the case of sickness or accident;
 - Long service leave actually taken by an employee:
- 21.9.4 Other absences from work shall not be taken into account and shall not count as time worked in calculating the 12 months continuous service.
- 21.9.5 Provided that, for the purpose of this Clause in calculating continuous service for periods of less than 12 months, such absences due to sickness or accident shall be taken into account and counted as time worked on pro rate basis of 152 ordinary working hours for 12 months service.

21.10 Annual Closedown

- 21.10.1 The Company may close its worksites or reduce the number of employees required for work so that all, or the maximum number of employees take leave at the same time.
- 21.10.2 The Company shall give one month's notice of its intention to employees who would be affected by such action.
- 21.10.3 When the workplace is closed, employees must take the leave to which they are entitled pro-rata at the period of closure. In the case of the employee leave balance being less than the period of annual closure, the remainder of the closedown period shall be taken as unpaid leave.
- a) Should the employee later accrue the entitlement to further paid leave following the resumption of work, the employee may elect to have the period of unpaid leave, paid from the subsequently accrued leave.
- 21.10.4 If an employee is employed for less than one year, any leave taken will be proportionate to length of service and if such leave is not equal to the leave given to other employees, then the employee shall not be entitled to work or pay whilst other employees are on the annual leave closedown.

21.11 Reference to Annual Holiday Act

In any area of interpretation or dispute the NSW: *Annual Holidays Act*, shall be referred to.

49 LONG SERVICE LEAVE

Employees covered by this Agreement shall be entitled to long service leave in

accordance with the provisions of the : *Building & Construction Industry Long Service Leave Payments Act 1986*. The Company will ensure that all employee details are properly registered with the Board.

50 SICK LEAVE

- 23.1 An employee on weekly employment who is absent from work on account of personal illness or an account of injury by accident, other than that covered by Workers' Compensation, will be entitled to leave of absence, without deduction of pay subject to the following conditions and limitations:
- 23.1.1 The employee must within 24 hours of the commencement of such absence inform the Company of his/her inability to attend for duty, and as far as practicable, state the nature of the injury and the estimated duration of such absence.
 - 23.1.2 The employee must prove to the satisfaction of the Company that he/she was unable (on account of such illness or injury) to attend for duty on the day or days for which sick leave is claimed.
 - 23.1.3 An employee during the first year of employment with the Company will be entitled to sick leave entitlements at the rate of 1 day for each month of employment to a maximum of ten days. Provided that no sick leave entitlements will be claimable prior to the expiry of the first two months of employment.
 - 23.1.4 An employee who has completed one year of continuous employment with the Company will be credited with a further 10 days sick leave entitlement at the beginning of the second and each subsequent year of continuous employment.
- 23.2 Subject to the provision of this clause, an employee will be entitled to claim sick pay for two (2) single day absences in any year without a medical certificate. Thereafter, any day/days claimed, or multiple days claimed at anytime, the employee will need to provide to the Company's satisfaction a medical certificate from a duly qualified medical practitioner attesting to the fact that the employee was unable to attend for duty on account of personal illness or injury.
- 23.3 Sick leave not taken in any year will accumulate from year to year with no cap on the level of accumulation.
- 23.4 If any employee is terminated by the Company and is further engaged within a period of 6 months, then the employee's unclaimed balance of sick leave will continue from the date of the new engagement.
- 23.5 Sick leave entitlements are accrued and provided to employees for the purpose of illness or injury as provided in this Clause, or for reasons relating to Personal Carers Leave as provided for at Clause 28 Asphalt and Bitumen Industry Award .
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51 BEREAVEMENT/COMPASSIONATE LEAVE

24.1 An employee on weekly employment shall be entitled to a maximum of two days leave without loss of pay on each occasion and on production of satisfactory evidence of death of the employee's partner, father, mother, brother, sister, child, stepchild or parents in-law. Where in the case of an employee seeking bereavement leave due to the death of a relative other than those already mentioned in this clause such request will not be unreasonably refused provided the relative resides with the employee at the time of death and satisfactory evidence is supplied to the company.

24.2 Where an employee on weekly employment seeks time off work on compassionate grounds, then on production of evidence to the satisfaction of the Company, such time off will be approved to the maximum of 2 paid days in any calendar year.

24.3 Provided where circumstances relating to 24.1 and 24.2 above apply and the employee is required to travel interstate or overseas, then 3 days shall substitute for the 2 days as prescribed above.

52 PARENTAL LEAVE

The provisions of Part 4 - Parental Leave of the *NSW Industrial Relations Act, 1996* shall apply. For the purposes of paid Parental Leave the Company's procedure will apply.

53 TRADE UNION TRAINING LEAVE

26.1 A union, which is a party to this Agreement, may request in writing the release of employees to attend a union education course, subject to the following:

- a) No more than 10 days leave will be allocated to each union per annum;
- b) The release of employees to attend courses will not unreasonably interfere with the operations of the company;
- c) Employees attending a course with written approval from management will not be disadvantaged against their ordinary time earnings during the period of attendance. No individual employee will be entitled to more than 5 days leave from the leave allocation at a) above.

26.2 Nothing in this clause will prevent the company and the union from reaching any other mutually agreed alternative arrangement.

54 JURY SERVICE

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

27.2 The employee must notify the Company as soon as practicable of the date upon which he/she is required to attend for jury service and must provide the Company with proof of this attendance, the duration of such attendance and the amount received in respect thereof.

55 CONSULTATIVE COMMITTEE

28.1 Composition of Consultative Committee

28.1.1 A consultative Committee shall be formed to assist management in the implementation of Best Practice initiatives consistent with the Intent of this Agreement.

28.1.2 The Consultative Committee shall consist of three (3) representatives of the workforce, and three (3) representatives of management who shall meet as frequently as the Committee determines is necessary. It is intended that the members of the Committee would be from a broad cross-section of the workforce.

28.1.3 The Consultative Committee shall appoint a suitable person to keep minutes of meetings and to provide an agenda for each meeting.

28.1.4 In an effort to provide further input into the Committee from time to time, the Committee may invite other representatives to attend the Consultative Committee meetings. Such representatives may be from subcontracting companies who participate in the maintenance operations, a duly accredited Union Official such as the responsible organiser and/or a representative of the Company's management team.

28.2 Scope of Tasks of the Consultative Committee

28.2.1 The tasks to be undertaken shall include, but shall not necessarily be limited to the following:

- Oversee the Skills Enhancement Training Programme content and assist where requested by the Contract Manger in the evaluation criteria for each Classification Level within the skills matrix to suit the requirements of the Company for the maintenance servicing of the NSW Roads and Traffic Authority's assets;
 - Facilitate the resolution of difficulties and problems which may arise in establishment and implementation of the Skills Enhancement Training Programme;
 - Contribute to the development of shift and work rosters;
 - Contribute to the development of Best Practice initiative for the Enterprise;
 - Create feasible work methods and task redesign to enhance productivity and efficiency;
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- Contribute to the Quality Assurance Plan Development for the Maintenance Services Specification;
- Continuously review the Drugs and Alcohol Policy.
- Develop concepts for productivity and efficiency improvements within the Enterprise and in particular over viewing the implementation and development of the Productivity/Performance Improvement Plan;
- Develop an open, participate and co-operative management approach;
- Promote team based work methods;
- Assist with communication, participative and training programmes to bring about attitudinal and cultural change;
- Ensure propagation of experience, knowledge and skills at all levels.

56 SAFETY AND OCCUPATIONAL HEALTH

- 29.1 The NSW *Occupational Health and Safety Act*, its amendments and regulations will apply. A Safety Committee will be formed and operate in accordance with the abovementioned Act.
- 29.2 It is recognised that the Company is responsible for the safety of the workforce, irrespective of whether work is carried out by Company employees or by subcontractors, but this in no way removes any obligation from Company employees, individual subcontractors or their employees, for proper safety practices to prevail at all times. *Safety is everyone's business.*
- 29.3 In order to clarify obligations under the NSW *Occupational Health and Safety Act*, so as to reduce the degree of accidents or near misses it is agreed that an Occupational Health and Safety Committee will be formed as follows:
- 29.3.1 The OH&S Committee shall be established pursuant to the relevant provisions of the OH&S Act. This Committee shall endeavour to reach consensus on all aspects of the Company's Occupational Health and Safety Policy. The Occupational Health and Safety Committee shall be separate and distinct from the Consultative Committee and Industrial Delegates and shall not deal with matters of an IR nature.

57 CLOTHING AND PROTECTIVE EQUIPMENT

30.1 General/Identification

- 30.1.1 Weekly engaged employees (other than casual, or one who is engaged for a specific period or task) shall be issued with safety footwear and clothing under the following terms:
- Employees must wear the footwear and clothing whilst at work.
 - It is the responsibility of employees to clean and maintain same in a neat and tidy condition.
 - Clothing issued will be identified by a Company logo.
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30.2 Protective Footwear/Clothing Issues

- 30.2.1 The following protective items will be supplied within a reasonable period on commencement of employment and will be replaced on a fair wear and tear basis thereafter:
- a) One (1) set of safety footwear; Plus
 - b) Three (3) sets of clothing suitable to the tasks required.
- 30.2.2 Employees engaged as casuals or engaged for a specific task or period, will be required to present themselves for work in suitably attired safety footwear and clothing. Provided that where genuine hardship is proven, then the Company may supply clothing and footwear in accordance with 30.2.1 above.

30.3 Non-Wearing Of:

- 30.3.1 Where an individual who has been issued with required protective safety equipment, including safety footwear, helmets, glasses, sunscreen lotions, clothing and other safety apparel is found not to be wearing same on the job then such employee shall be counselled.
- 30.3.2 Further infractions in relation to the non-wearing of the said protective equipment/clothing referred to above shall result in the individual being required to show cause why the said individual should not be removed from the job.

58 WORKERS COMPENSATION

- 31.1 In areas of workers compensation, rehabilitation, the standards of the NSW: *Workers Compensation Act*, its amendments and regulations will be followed.

31.1.1 Accident Pay

“Accident Pay” is defined as a weekly payment being the difference between the weekly amount of compensation paid to the employee in accord with the Workers Compensation statutory requirements and the employee’s appropriate 38 hour rate and such other entitlements that may be accrued under Appendix “A” of this Agreement;

or where the incapacity is for a lesser period than (1) calendar week, the difference between the amount of compensation and the said rate for that period.

31.1.2 Duration of Accident Pay

It is agreed that The Company shall pay “Accident Pay” as defined above throughout the period of incapacity of the employee arising from any one (1) injury for a total of twenty six (26) weeks whether the incapacity is for one (1) continuous period or not. It is agreed that in the event that an employee is incapacitated for a period in excess of twenty six (26) weeks, The Company shall give due consideration to the conditions giving rise to the incapacity and may at its own

discretion decide to extend the period for which “Accident Pay” is payable to a date The Company so determines.

31.1.3 Accident Pay Liability

The Company’s Liability to make payments for Accident Pay in accordance with the provisions of this Clause shall commence upon the date that the injury is incurred. The termination of the employee’s employment for any reason during the period of incapacity shall in no way affect the liability of The Company to pay Accident Pay as herein provided. In the event that an employee receiving Accident Pay, receives a lump sum in redemption of weekly payments under the relevant legislation, the liability of The Company to make Accident Pay payment as herein provided shall cease from the date of such redemption.

59 COUNSELLING AND DISCIPLINARY ACTION

32.1 Each employee bears the ultimate responsibility for his/her actions and ability or willingness to comply with Company standards.

32.2 Problems are generally divided into three categories:

- Work performance
- Attendance
- Conduct.

32.3 Where it is recognised that an employee is having a problem in any of the above categories then the following will apply:

- An oral reminder will be issued to the employee by the relevant supervisor.

32.4 Where an employee continues to transgress then the following will apply:

- A written reminder will be provided to the employee by a manager.

32.5 Where after the abovementioned reminder has been issued and the employee continues to transgress, then the onus is on the employee to show cause why his/her employment should not be terminated.

32.5.1 In any situation where the site manager confers with an employee on a disciplinary matter, the employee is entitled to request that a witness be present. Such reasonable request will be adhered to by the manager.

32.6 In any circumstances where an employee has received a written reminder and continues in the employment of the Company for a further six months without receiving a further written reminder then the initial written reminder shall be erased from the employees file.

59.7 An employee after making an appointment with the manager may view his/her file. Each file will contain amongst other entries statutory requirements and

comments on an employees oral or written reminders or commendations for good performance.

- 32.8 Nothing in this clause shall deny the Company its rights to dismiss an employee without notice for any conduct, action or otherwise that justifies instant dismissal and in such cases wages shall be paid up to the time of dismissal only.

60 EMPLOYEE REPRESENTATIVE (DELEGATE/SHOP STEWARD)

- 33.1 Where the company is informed in writing by the Secretary of a Union party to this Agreement, that an employee has been elected to represent that union and its members, the company will recognise that employee as having certain rights in accordance with the *NSW Industrial Relations Act 1996*.
- 33.2 Employee Representatives will be allowed reasonable time during working hours that is considered necessary to carry out functions associated with his/her role as Employee Representative. At no stage should an Employee Representative allow his/her responsibilities and duties as an employee suffer due to his/her role as an Employee Representative.
- 33.3 A Manager will make available for the free use by the Employee Representative, a telephone or facsimile on the occasions it is reasonably requested.
- 33.4 On written request from the Secretary of a Union listed in Clause 3 (3.1.2) of this Agreement, approved paid training leave will be provided to employee representatives in accordance with the provisions of Clause 26 of this Agreement.

61 NOTICE BOARD

A notice board will be situated in a prominent position at the depots. The use of the notice board is for parties of this Agreement to display relevant documentation .

62 RIGHT OF ENTRY - UNION OFFICIALS

For the purpose of investigating matters concerning the application of this Agreement or interviewing employees, a duly accredited representative of the Union, recognised with respect to this Agreement, shall after notifying the company have reasonable right of entry to the company's premises/work areas during working hours, so long as such representatives do not unduly interfere with the performance of work.

63 SUBCONTRACTING OF WORK

The Company may require additional resources to meet the requirements of an increased workload. The Company may therefore engage the services of Subcontractors to assist in meetings its contractual obligations. The level of work undertaken by Subcontractors in accordance with the clause shall be monitored in conjunction with the Consultative Committee.

64 REPORTING FOR DUTY

- 16.2 Unless instructed otherwise, employees shall report for duty each day at the Depot to which they are assigned and shall finish each day at the Depot to which they are assigned. Employees may be required to work at any location within the Region
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to meet operational requirements or any other location as directed by their supervisor.

37.2 Amenities

The Company shall provide suitable amenities at the depot for employees to wash and change. Amenities shall be as per statutory requirements.

65 SUPERVISION

38.1 In keeping with the needs of the Enterprise and Best Practice initiatives, it is recognised by the parties that supervisory staff shall perform minor maintenance work when necessary to maintain customer relations, ensure public safety and/or minimise damage to public property.

38.2 Supervisor staff may be required to perform minor maintenance work in conjunction with weekly hire personnel on call when specialist skills may be required.

38.3 In all such circumstances work performed by supervisory staff shall not be to the detriment of the continuity of employment of existing employees.

66 QUALITY ASSURANCE

The Company has established a Quality Assurance System for the performance of the work which includes a requirement for employees to maintain adequate records. Work must at all times be performed in conformity with Quality Assurance requirements including the maintenance of work records.

67 RECORD KEEPING

Employees may be required to maintain operational records, by manual or electronic means, relating to the performance of the work. Such records must be kept in accordance with the company's instructions and training.

68 TOOLS

41.1 All tools (other than those ordinarily used by mechanical tradespersons in their daily work) and equipment shall be supplied by the Company to employees who shall apply due diligence toward their care of the tools and equipment. An employee will as soon as possible report any lost or damaged tools on the appropriate report form. Periodic checks will be made by stores personnel of the tools and equipment issued. An employee shall, upon request by the company, replace or pay for any tools and/or equipment so supplied if lost or damaged through the employee's negligence.

41.2 Tool Allowance: All mechanical tradespersons who are required to supply, use and maintain their own tools of trade ordinarily used in their daily work will be paid a tool allowance. The allowance will be paid for "all purposes" of the Agreement.

Current	From 11/2/2006	From 10/2/2007	From 9/2/2008
\$11.80	\$12.30	\$12.80	\$13.30

69 SUPERANNUATION

16.3 In accordance with the requirements of the Superannuation Guarantee Act, its amendments and regulations, the Superannuation Guarantee Charge (SGC) Legislation and subject to the terms and conditions of the relevant superannuation fund trust deed, the Company will contribute on behalf of each employee the following SGC percentage:

Financial Year	Percentage
2006-2009	9%
2006-2010	

16.4 The relevant Superannuation Funds at the employees option are:

- *Transfield Employees Superannuation Fund; or*
- *Any other fund that the Company currently contributes to.*

42.3 An employee may make an election to transfer from one fund to another, once only in any calendar year and such election must be made in writing to the Contract Manager.

70 REDUNDANCY

43.1 Redundancies Occur When:

- The Company decides that it no longer wishes the job an employee has been doing to be performed by anyone,
- This does not result from ordinary or customary turnover of labour,
- This decision makes it necessary for the Company to retrench the employee(s)

43.2 Discussion Before Termination

43.2.1 The Company will discuss with the employee(s) affected and where 15 or more employees are involved notify the union(s) as soon as practicable after making a firm decision that a job is redundant and:

- a) the reasons for the redundancy;
- b) any measures to avoid or minimise any adverse effects.

43.2.2 The Company will also provide in writing all relevant information about the proposed terminations to the employee(s) concerned.

43.3 Transfer to Lower Paid Duties

An employee transferred to lower paid duties as a result of his/her job becoming redundant shall be entitled to the same period of notice (or pay in lieu) as if

his/her employment had been terminated. (This notice is set out in Clause 14.)

43.4 Employees With Less Than One Year's Service

This clause shall not apply to employees with less than 1 year's continuous service. The Company's general obligation should be no more than to give relevant employee(s) an indication of the impending redundancy at the first reasonable opportunity and take reasonable steps to facilitate the employee(s) obtaining suitable alternative employment elsewhere.

43.5 Employees Exempted

This clause shall not apply where employment is terminated for conduct that justified instant dismissal, or in the case of casual employees or apprentices.

43.6 Superannuation

Superannuation benefits will be paid in accordance with the trust deeds and rules of the relevant fund.

43.7 Severance Pay

43.7.1 An employee who is retrenched shall be entitled to the following severance pay in addition to the notice for ordinary termination set out in Clause 14.

Years of Service	Severance Pay	Severance pay when employee is over 45yrs
Less than 1 year	Nil	Nil
1 year and more <than 2 year	4 weeks	5 weeks
2 year and more <than 3 year	7 weeks	8.75 weeks
3 year and more <than 4 year	10 weeks	12.5 weeks
4 year and more <than 5 year	12 weeks	15 weeks
5 year and more<than 6 year	15 weeks	18.75 weeks
6 year and more<than 7 year	18 weeks	22.5 weeks
7 year and more<than 8 year	21 weeks	26.25 weeks
8 year and more<than 9 year	24 weeks	30 weeks
9 year and more<than 10 year	27 weeks	30 weeks
10 years or more	30 weeks	30 weeks

“Weeks Pay” means the normal weekly all purpose earnings (excluding overtime) for the employee concerned.

43.8 Employee Leaving During Notice

An employee who is to be retrenched may terminate his/her employment during the notice period. He/she would still be entitled to the same benefits and severance pay mentioned above, but not to pay in lieu of notice.:

43.9 Time off During Notice of Termination

43.9.1 the employee shall be allowed up to one day's time off without loss of pay during each week of notice to look for another job.

43.9.2 an employee who has been allowed more than one day's paid leave to seek another job during the notice period shall provide proof of attendance at an interview if the Company requests it. Otherwise he/she shall not be paid for the absence. A Statutory Declaration will be sufficient.

44. ANTI- DISCRIMINATION

It is the intention of the Parties to this Agreement to uphold the principles established in the Anti-Discrimination Act 1977 through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination in any form. Hence the Parties will endeavour to ensure that neither their actions, nor the provisions or operations of this Agreement will in any way be directly or indirectly discriminatory in their effects.

A1. WAGE RATES

A1.1 Occupational/Classification/Levels

This Agreement provides for one classification title incorporating six (6) levels - the title being: **Transfield Maintenance Employee (TME)**

A1.1.1 Employees will be classified into one of the following classification levels which is compatible to the company's needs provided the employee has the appropriate qualifications. Employees will be required to carry out such duties as are within the limits of the employees' skill, competence and training, including work that is incidental or peripheral to the employee's main function.

A1.2 Skills Enhancement Programme Progression

All employees shall have a reasonable opportunity of progressing to a higher classification level. Advancement to a higher level will result from:

- Requirement/needs of the company for skills within the classification levels specified.
- Capacity of the employee to competently perform the work.

NB: Classification advancement is dependent upon vacancies and the needs of the company. Classifications and/or wage adjustment is not advanced on a skills acquired basis.

A1.3 Classification/Levels/Wage Rates

Subject to A1.2 above, persons employed at the following levels will have successfully completed the company induction programme and who has the necessary qualifications defined in accordance with the relevant provisions of The Company's skills matrix. The following classification levels and weekly wage rates for 38 ordinary hours (within the relevant twelve monthly period) will be:

Classification	Current	From: 11/2/06 (4%)	From: 10/2/07 (4%)	From: 9/2/08 (4%)
TME-Level 1	\$838.10	\$871.60	\$906.50	\$942.75
TME-Level 2	\$808.60	\$840.95	\$874.60	\$909.60
TME-Level 3	\$748.40	\$778.35	\$809.50	\$841.85
TME-Level 4	\$726.50	\$755.60	\$785.80	\$817.21
TME-Level 5	\$704.50	\$732.70	\$762.00	\$792.50
TME-Level 6	\$657.50	\$683.80	\$711.15	\$739.60

A1.4 Additional Classifications

The Classifications mentioned within each grouping are not considered to be inclusive of all classifications likely to be used on the site, other classifications may be included from time to time, provided discussion will take place between the relevant Parties to the Agreement.

A1.5 Skills Matrix

A1.5.1 The Company currently has in place a Skills Matrix aligning skills, competencies, duties to each level as per the classification structure. As this is a working document sitting outside of the Agreement the parties to this Agreement have agreed that a working party consisting of the Contract Manager, Employee Representatives will examine all aspects of the matrix with the intent of making it contemporary and fair in its application across the workforce and classification structure.

A1.5.2 The working party can invite persons with expertise to offer advice on the formation of the matrix so as it best suits the needs of the business and the development of the employees.

A1.5.3 Notwithstanding any of the above, the Parties agree that if at any time during the process of formulation of the matrix, if agreement cannot be reached then the Union Organiser and Company Industrial Relations Manager will be involved. Provided that if any issues are at a stalemate and agreement is not possible then the matter shall be advanced as per sub-clause 11.2 Avoidance of Dispute Procedure of this Agreement.

A1.5.4 The final agreed matrix will be recognized by a MOA between the Parties.

A1.6 Higher Duties

A1.6.1 Where suitably qualified employees are called upon to act in a higher grade and do so for more than two (2) hours on any day/shift, payment shall be made at the higher rate for the whole day/shift. Where time involved is for less than two (2) hours, payment will be made at the higher rate for the actual time involved.

A1.6.2 Where an employee claims to be working in Higher Duties and such recognition is not forthcoming by the Supervisor or Team Leader, the matter will be pursued via Clause 11. Provided if the matter is not resolved, the Union Organiser and Company's Industrial Relations Manager will be given an opportunity to resolve the issue.

A2. ALL PURPOSE

A2.1 The rates of pay expressed in Appendix "A" of this Agreement provide for all conditions of employment. They are the minimum rates of pay to be paid for an average 38 hour week. The rates are paid for all purposes.

A2.1 The rates expressed are paid for all or any disabilities associated with any work carried out by the employees including, without limiting Award special rates, confined space, wet underfoot, height, dirt, dust, heat, fumes, travel, inclement weather, special skill payments, wind, training, laundry, toxic substances and any other similar or like payments which may be provided for in any other relevant Awards/Agreements and not expressly provided for elsewhere in this Agreement, and/or relating to the scope of work to be undertaken by the Company on the contract.

APPENDIX "B"

