

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/105

**TITLE:** **M4 Motorway Agreement 2004**

**I.R.C. NO:** IRC4/7259

**DATE APPROVED/COMMENCEMENT:** 11 January 2005 / 15 April 2004

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/335.

**GAZETTAL REFERENCE:** 6 May 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 16

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by SWR Operations Pty Limited, located at 123-127 Adderley Street, Auburn NSW 2144, classified as plaza attendant and motorway attendant.

**PARTIES:** SWR Operations Pty Ltd -&- The Australian Workers' Union, New South Wales

# **M4 MOTORWAY AGREEMENT - 2004**

**SWR OPERATIONS PTY LIMITED**

**(A SUBSIDIARY OF STATEWIDE ROADS LIMITED)**

**AND**

**THE AUSTRALIAN WORKERS' UNION, NEW SOUTH WALES BRANCH**

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## **2. Area, Incidence and Duration**

- 2.1 This Agreement shall apply to the employment by the employer of persons classified as Plaza Attendant and Motorway Attendant employed at the employer's operations located at Auburn.
- 2.2 This Agreement shall take effect from the beginning of the first pay period to commence on or after 15 April 2004 and shall remain in force until 15 April 2007
- 2.3 This Agreement rescinds and replaces the M4 Motorway Award Agreement -2002.

### 3. Definitions

- 3.1 Employer means SWR Operations Pty Limited (ACN 002 359 864)
- 3.2 Plaza Attendant - means an employee whose duties include, but are not limited to:-
- Operation of manual booths and clear and attend automatic toll collection systems.
  - Collection and accounting of toll payments.
  - Advising and directing drivers and other persons in matters relating to traffic and toll collection.
  - Identifying and reporting payment defaults, incidents and equipment service malfunctions.
  - Changing of electrical and mechanical modules of the toll collection equipment.
  - Acting as toll supervisor when required.
  - Cleaning of lanes and booths.
- 3.3 Motorway Attendant - Means an employee whose ordinary hours of work are normally performed between 6.00am and 6.00pm daily, Monday to Saturday. The Motorway Attendant's duties include, but are not limited to:-
- Operation of maintenance plant and equipment.
  - Maintenance and cleaning of pits, rubbish collection and maintaining civil works to specified standards.
  - Other maintenance as directed.
  - Attend emergencies and accidents as directed.
  - Advise and direct drivers and other persons in matters relating to traffic movements.
- 3.4 Six Day Shift Worker - Means a Plaza Attendant whose ordinary hours of work are normally performed on either a one, two or three-shift roster, Monday to Saturday.
- 3.5 Seven Day Shift Worker - Means a Plaza Attendant working on a shift roster which requires the Attendant to be regularly rostered to work on Saturday, Sunday and Public Holidays.

### 4. Wages

#### 4.1 Weekly Wage Rate

A weekly wage rate for 38 hours of ordinary time earnings shall be

Classification	Current Rate Per Week	Hourly Rate Per Hour
	\$	\$
Plaza Attendant	606.59	15.9629
Motorway Attendant	648.90	17.0763

#### 4.2 Wages Review

It is agreed that during the term of this Agreement an adjustment to the weekly wage rate shall be:

- (a) 3.5% increase from the first full pay period after 15 July, 2004.
- (b) 3.5% increase from the first full pay period 12 months after 15 July, 2004.

(c) 3.5% increase from the first full pay period 24 months after 15 July, 2004.

#### 4.3 Shift Allowance

The weekly wage rate shall be increased by an additional shift allowance as follows:

Morning Shift	a shift that starts between 2.00am and 9.59am - 10%
Afternoon Shift	a shift that starts between 10.00am and 5.59pm - 17½%.
Night Shift	-a shift that starts between 6.00pm and 1.59am - 20%.

#### 4.4 Week-end And Public Holiday Rates

Where ordinary hours of work are worked on a Saturday, a Sunday or a public holiday, the shift allowance in clause 4.3 shall not be paid and the payments for that work shall be as follows:

- (a) For a shift where the majority of the ordinary hours worked are performed on a Saturday, time and one half;
- (b) For a shift where the majority of the ordinary hours are worked on a Sunday, double time;
- (c) For a shift where the majority of the ordinary hours worked are performed on a public holiday, double time and a half.

#### 4.5 Penalty Provisions Not Cumulative

Unless otherwise expressly stated, where two or more penalty and/or overtime provisions could apply in a particular situation the employer shall be bound to pay only one of such provisions. Where the provisions are not identical in amount the higher or highest, as the case may be, shall be paid.

### **5. Hours of Work**

5.1 The ordinary hours of work for employees covered by this Agreement shall not exceed thirty eight per week. The starting time, once fixed, shall be altered only by giving seven day's notice to the employees concerned. With the agreement of the parties, 12 hour shift rosters may be worked.

#### 5.2 Motorway Attendant

The ordinary hours of labour shall be worked in five days, Monday to Saturday inclusive, between the hours of 6.00am and 6.00pm.

#### 5.3 Six Day Shift Workers

The ordinary hours of work for Six Day shift workers shall not exceed thirty-eight hours per week to be worked on either a one, two or three shift roster, Monday to Saturday.

#### 5.4 Seven Day Shift Workers

The ordinary hours of work for Seven Day shift workers shall not exceed thirty eight hours per week to be worked on either a one, two or three shift roster, and where the employee is regularly required to work on Saturdays, Sundays and Public Holidays.

#### 5.5 Continuous Shift Operation

Shift relief of Plaza Attendants shall take place in the Toll Booth. In the event of the incoming attendant not reporting for duty at the normal shift change-over time, the out-going attendant shall remain on duty until relieved.

#### 5.6 Crib Breaks

- (a) Full-time employees shall be allowed a paid crib break of fifteen minutes per day to be taken at a time mutually agreed between the employees and the employer as near as possible to the middle of the first half of the shift. Provided that the time and location for taking the morning crib break may be varied in the case of Motorway Attendants when working away from the control centre.
- (b) Part-time and casual employees who work a minimum of four consecutive ordinary hours shall be entitled to a paid crib break of fifteen minutes during the first four hours of duty.

#### 5.7 Meal Breaks

- (a) Full-time employees engaged as Seven Day shift workers only shall be entitled to a paid thirty minute meal break to be taken as near as possible to the middle of each shift.
- (b) Part-time and casual employees working a shift beyond five hours, shall be entitled to an unpaid meal break of not less than 30 minutes nor more than 60 minutes to be commenced between the fourth and fifth hour of work.

#### 5.8 Attendance

An employee shall, as soon as possible, inform the employer of an anticipated late arrival for work. Any employee who has not informed the employer and arrives for work an hour after rostered start time, will not be permitted to commence work and will not be paid for that shift.

### 6. Overtime

#### 6.1 Motorway Attendants And Six Day Shift Workers

For all time worked before the fixed starting time determined under clause 5.1 and after the fixed finishing time, Monday to Friday employees shall be paid at the rate of time and one half for the first two hours and double time thereafter.

#### 6.2 Seven Day Shiftworkers

- (a) Unless overtime is worked:
  - (i) by arrangement between the employees themselves; or
  - (ii) for the purpose of effecting the rotation of shifts; or
  - (iii) in consequence of the operation of clause 5.5;

all time worked in excess of 7 hours 36 minutes per shift by seven day shiftworkers shall be paid at the rate of double time and where that time worked in excess of 7 hours 36 minutes per shift is worked on a public holiday (which is a rostered day off) it shall be paid at double time and one half with a minimum payment of 4 hours at the appropriate rate.

- (b) Where overtime is necessary it shall, wherever reasonably practicable, be arranged such that employees have at least ten consecutive hours off duty between periods of work. An employee (other than a casual employee) who works overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day such that the employee has not had at least ten consecutive hours off work between these times, shall not be obliged to return to work until the employee has had 10 consecutive hours off duty and the employee shall be entitled to be paid at the weekly wage rate ordinary time earnings which the employee has forfeited in consequence of the 10 consecutive hour break.

If, on the instruction of the employer, such employee resumes or continues work without having had the ten consecutive hours off duty, the employee shall be paid at double time until released from duty.

(c) Calls back shall not be counted as overtime for the purpose of this subclause.

### 6.3 Call Back

An employee recalled to work (i.e. recalled to work without prior notice) shall be paid overtime for each such call back at the appropriate rate as prescribed in this Clause with a minimum payment as for four hours at the appropriate rate.

An employee recalled to work shall, if required to use their own transport, be reimbursed for the use of such transport at the rate of forty-four cents per kilometre.

### 6.4 Weekend and Public Holiday Overtime Rates

Unless otherwise expressly stated:

- (i) all overtime worked on a Saturday shall be paid at time and a half for the first two hours and double time thereafter with a minimum payment based on 4 hours of work;
- (ii) all overtime worked on a Sunday shall be paid at double time with a minimum payment of four hours at that rate;
- (iii) all overtime worked on public holidays shall be paid at the rate of double time and one half with a minimum payment of four hours at that rate.

## 7. Casual Employment

- 7.1 A casual employee is one engaged on hourly hire and paid as such with a minimum payment of one hour. A casual employee working ordinary time shall be paid per hour at the rate of one thirty-eighth of the appropriate weekly wage rate prescribed in Clause 4 - Wages herein for the work performed, plus a loading of 23 per cent of that per hour rate. This loading is in substitution for sick leave, annual leave and annual leave loading .

## 8. Part-Time Work

- 8.1 "Part-time employee" shall mean an employee, other than a "casual employee" as defined in Clause 7 of this Agreement engaged to work less than thirty eight rostered regular hours each week. Such roster shall show the starting and ceasing times and the days upon which an employee is engaged to work as well as the number of hours to be worked each week or as otherwise arranged by mutual agreement.
- 8.2 The ordinary daily working hours shall be worked continuously excluding meal breaks.
- 8.3 Part-time employees who work a minimum of four (4) consecutive ordinary hours on any day shall be entitled to rest pause of fifteen (15) minutes duration without loss of pay during the first four (4) hours, and a further rest pause of fifteen (15) minutes where seven hours thirty-six minutes are worked consecutively on any one day. Such rest pause shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the employer is necessary provided that where more than five (5) hours are worked such employees shall be entitled to a meal break of not less than thirty minutes nor more than one hour to be taken between the fourth and fifth hour for which time shall not be paid for.
- 8.4 A part-time employee shall be paid an hourly rate equal to the appropriate weekly wage rate prescribed by clause 4 - Wages and divided by 38, and in addition part-time employees shall be entitled to pro-rata payment of the shift allowance in accordance with clause 4.3 - Shift Allowance.
- 8.5 A part-time employee shall be entitled to pro rata annual leave, sick leave, long service leave, bereavement leave and all statutory holidays on the same basis as weekly employees on which the employee would have otherwise worked on a proportionate basis calculated on the ordinary hours of work, worked in accordance with subclause (8.1) hereof. Where a statutory holiday occurs during a

period of the employee's annual leave, there shall be added to the employee's annual leave an extra day for each such day so occurring.

- 8.6 A part-time employee who works more than seven hours thirty-six minutes on any one day or more than thirty-eight (38) hours in any one week shall be paid overtime in accordance with Clause 6 of this Agreement. An employee required to work on Public Holidays shall be paid at the rate of double time and one half with a minimum payment of four hours at that rate.

### **9. Meal Hours - Meal Money**

- 9.1 An employee required to work overtime for more than one and a half hours, after the ordinary ceasing time, without being notified before leaving work on the previous day that there would be a requirement to work overtime shall be provided either with a suitable meal (free of cost) or paid the sum of \$7.80 and if the employee works for a further four hours, shall be supplied with a second meal or paid a further sum of \$7.80 for the second meal.
- 9.2 If an employee pursuant to such notice, has provided a meal or meals and is not required to work overtime or is required to work less than the amount so that the meal or meals are surplus, the employee shall be paid in accordance with sub-clause 9.1 of this clause for meals provided and which are surplus.
- 9.3 No employee shall work longer than five hours without a meal break.
- 9.4 Motorway Attendants and Six Day shift workers shall be allowed a meal break of not less than thirty minutes nor more than one hour, Monday to Friday inclusive. The arrangements for the taking of this unpaid meal break shall be agreed initially between the employer and the employees and, having been agreed, will not be varied unless by agreement between the parties.
- 9.5 Meal Money shall be adjusted annually commencing the first full pay period after 15 July 2005 by reference to movements in the All Groups Consumer Price Index for Sydney for the year ending 30 June in each year.

### **10. Public Holidays**

- 10.1 For the purposes of this Agreement the following Public Holidays shall be observed:

New Year's Day  
Australia Day  
Good Friday  
Easter Saturday  
Easter Monday  
Anzac Day  
Queen's Birthday  
Labour Day  
Christmas Day  
Boxing Day

and any other holidays proclaimed for the County of Cumberland or the State.

- 10.2 The first Monday in March of each year or any other date agreed between the Union and the employer shall be a holiday as the picnic day of the Australian Workers' Union, provided that a picnic is held. The employer may require any employee to work on such picnic day and unless reasonable excuse exists, the employee shall work in accordance with such requirement at the rates prescribed in Clause 6 - Overtime of this Agreement. The employer may require from an employee evidence of attendance at the picnic and the production of the butt of the picnic ticket issued by the picnic committee shall be sufficient evidence of attendance. When proof of such attendance is requested by the employer, payment need not be made unless the evidence is produced.

- 10.3 Any employee who is absent without leave or reasonable excuse on the working day succeeding or preceding a public holiday shall not be entitled to payment for such holiday unless a doctors certificate is made available to the company.

## **11. Sick Leave**

- 11.1 A full-time or part-time employee, after three month's continuous service, who is absent from work by reason of personal illness or personal injury, shall be entitled to paid leave of absence to the following conditions and limitations:-
- (a) The employee shall, where reasonable, but no later than two hours prior to commencement of shift, inform the employer of an inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of absence.
  - (b) The employee shall prove to the satisfaction of the employer, by the production of medical certificate or other satisfactory evidence, that he was unable, on account of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.
  - (c) A full-time employee shall be entitled to sick leave of seventy six (76) hours for each year of employment.
  - (d) A part-time employee shall be entitled to pro rata sick leave in the ratio of seventy six (76) hours of sick leave for each year of service multiplied by that employee's average weekly hours worked divided by thirty eight (38) hours.
- 11.2 Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (1) of this clause which has not been allowed by the employer to an employee as paid sick leave may be claimed, subject to the conditions prescribed by this Clause, by an employee in a subsequent year of continued employment. Any rights which accumulate, pursuant to this subclause, shall be available to the employee so long as the employment continues.
- 11.3 Provided that the employee is not less than sixty years of age, an attendance payment, that shall not exceed the value of accumulated untaken sick leave, shall be paid out upon termination of employment due to death or permanent disablement or upon retirement from the workforce.

## **12. Annual Leave**

- 12.1 Annual leave will generally be in accordance with the provisions of the NSW *Annual Holidays Act, 1944*. Annual leave entitlements will be approved on the basis that an employee may apply for no more than 5 single day absences during the year with the balance of annual leave being approved in single periods of no less than 5 consecutive day segments.
- 12.2 Motorway Attendant And Six-day Shift Workers
- Subject to subclause 12.1 above, annual leave shall be taken in accordance with the *Annual Holidays Act, 1944*.
- 12.3 Seven-day Shift Workers
- (a) In addition to the leave prescribed by the *Annual Holidays Act 1944*, a further period of seven consecutive days' leave, with thirty eight hours pay at ordinary rates, shall be allowed annually to full-time employees after not less than twelve months' continuous service as seven-day shift workers under this Agreement.
  - (b) An employee with twelve months' continuous service who is employed for part of the twelve monthly period as a seven day shift worker under this Agreement shall be entitled to have the leave prescribed by the *Annual Holidays Act 1944*, increased by a half day for each month the employee is continuously employed as aforesaid.



- (c) Where the additional leave is calculated under paragraph (b) of this subclause or includes a fraction of a day, such day shall not form part of the leave period and any such fraction shall be discharged by payment only.
- (d) Annual leave under this subclause shall be given and taken within a period not exceeding six months from the date upon which the right to such leave has accrued; provided that the giving and taking of such annual leave may be postponed for a further period not exceeding three months in cases where circumstances render it impracticable to give or take it within the said period of six months.

Nothing in this paragraph shall prevent the employer from allowing annual leave to an employee before the right thereto has accrued, but where such leave is taken before the right thereto has accrued further leave shall not commence to accrue until after the expiration of the twelve months in respect of which such annual leave has been taken.

- (e) Any employee whose employment is terminated by the employer through no fault of his own and any employee who leaves his employment shall be paid for the proportionate period of annual leave to which he would have been entitled if his employment had not been so terminated.
- (f) The annual leave provided for by this subclause shall be given and shall be taken and except as provided in paragraphs (c) and (e), of this subclause, payment shall not be made or accepted in lieu of annual leave.
- (g) Service with the employer before the date of coming into force of this Agreement shall count as service for the purpose of the current qualifying twelve-monthly period under this clause.

#### 12.4 Days Added to Period of Annual Leave

- (a) In the case of an employee who was at the commencement of annual leave employed as a seven-day shift worker, as defined, one day shall be added to the annual leave period in respect of any holiday prescribed by the Agreement which falls within the period of annual leave to which the employee is entitled under this Agreement.
- (b) One day shall be added to the annual leave period of any employee who, whilst employed as a seven-day shift worker, as defined, is rostered off duty on a day which is a holiday prescribed by this Agreement and who is not required to work on that day.
- (c) Any day or days added shall be paid for at the ordinary rate of pay prescribed by Clause 4.2 - Wages - of this Agreement.
- (d) Any day or days added in accordance with paragraphs (a) or (b), of this subclause shall be the working days immediately following the period of annual leave to which the employee is entitled under subclauses 12.1 and 12.2 of this clause.
- (e) For the purpose of paragraph (d) of this subclause, working days shall be:-
  - (1) in the case of an employee who, at the commencement of his/her period of annual leave was employed as a 6 day shift worker - any day in the week other than Saturday, Sunday or holiday prescribed by this Agreement.
  - (2) in the case of an employee who, at the commencement of the period of annual leave, was employed as a seven-day shift worker - any day of the week including a day on which the employee concerned would have been rostered off duty if not on annual leave.
- (f) Where the employment of a worker has been terminated and thereby becomes entitled under Section 4 of the Annual Holiday Act, 1944, to payment in lieu of annual holidays, with respect to a period of employment, such employee shall be also entitled to an additional payment for each day accrued under paragraph (b) of this subclause at the ordinary rate of pay prescribed by Clause 4.2 of this Agreement.

### **13. Annual Leave Loading**

- 13.1 In this clause the *Annual Holidays Act 1944*, is referred to as "The Act".
- 13.2 Before an employee is given and takes his annual holiday or where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay its employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (13.6).
- 13.3. The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this Agreement.
- 13.4 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this Agreement (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked) or where such a holiday is given and taken in separate periods, then in relation to each separate period.
- 13.5 The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause 13.4 at the rate per week of 17½% of the appropriate ordinary weekly time rate of pay prescribed by this Agreement for the classification in which the employee was employed immediately before commencing annual holiday.
- 13.6 Subject to subclause 13.5, where a seven day shift worker or part-time employee would have, if rostered for work, been in receipt of a shift loading greater than 17½%, the employee will be paid the higher loading for the corresponding time whilst on annual leave.
- 13.7 This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if he/she had not been on holiday, provided that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time [not including time on a public or special holiday] which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.
- 13.8 No loading is payable to an employee who takes an annual holiday wholly or partly in advance: provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with either subclause 13.5 or 13.6 of this clause applying the Agreement rates of wages payable on that day.

### **14. Long Service Leave**

- 14.1 Long service leave shall be taken and paid in the manner prescribed by the *Long Service Leave Act, 1955* (as amended).

### **15. Protective Clothing and Safety Equipment**

- 15.1 The employer shall provide and the employee shall wear and use protective clothing and safety equipment nominated by the employer from time to time.
- 15.2 Protective clothing and safety equipment shall remain the property of the employer.

### **16. Contract of Employment**

- 16.1 Notwithstanding anything contained in this Agreement, each employee's employment shall be subject to the successful completion of a three month probationary period. The employer shall advise each employee, prior to the expiration of the three month probationary period as to whether their employment shall continue.

During the probationary period either party may terminate the contract of employment upon the provision of 1 weeks notice in writing.

## 16.2 Summary Dismissal

The employer may terminate the employment of any employee without notice or pay in lieu thereof in circumstances of serious or wilful misconduct. Examples of misconduct warranting summary dismissal include, but are not limited to:

- (a) dishonesty including theft and fraud;
- (b) wilful and deliberate mis-behaviour;
- (c) gross or repetitive neglect of duties;
- (d) fraud or deliberate falsification of records;
- (e) serious breach of the policies of the employer;
- (f) failure to provide friendly and courteous service at all times;
- (g) wilful or repetitive disregard of the occupational health and safety policy;
- (h) wilful or repetitive use of inappropriate language when dealing with the public;
- (i) attending at work under the influence of non-prescribed drugs or alcohol.

## 16.3 Termination on Notice

The employment of a full time or part time employee may be terminated for any reason other than serious or wilful misconduct upon the provision of notice or pay in lieu thereof at the discretion of the employer as follows:

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

The period of notice referred to above shall be increased by one week where the employee is over the age of 45 years and has completed at least 2 years continuous service with the employer.

An employee may terminate the contract of employment upon the provision of two weeks' notice in writing.

16.4 Where the position of a full-time or a part-time employee with continuous period of service becomes redundant, severance payments on redundancy shall be paid in the manner and at the rates prescribed by Schedule I of the Regulations to the *Employment Protection Act*, 1982 (NSW) as amended from time to time.

The Employment Protection Act provides for the following scale of severance payments in respect of a continuous period of service -

- (a) If an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil

1 year and less than 2 years	4 Weeks Pay
2 years and less than 3 years	7 Weeks Pay
3 years and less than 4 years	10 Weeks Pay
4 years and less than 5 years	12 Weeks Pay
5 years and less than 6 years	14 Weeks Pay
6 years and over	16 Weeks Pay

(b) Where an Employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 Weeks Pay
2 years and less than 3 years	8.75 Weeks Pay
3 years and less than 4 years	12.5 Weeks Pay
4 years and less than 5 years	15 Weeks Pay
5 years and less than 6 years	17.5 Weeks Pay
6 years and over	20 Weeks Pay

In this clause, "Weeks Pay" means:

- (i) for a Full Time Employee, the applicable Ordinary Weekly Rate of Pay for the Employee's classification as set out in Clause 4.1 at the date of termination; and
- (ii) for a Part Time Employee, the amount equal to the Part Time Employee's Ordinary Weekly Hours multiplied by the applicable Ordinary Hourly Rate of Pay for the Employee's classification as set out in Clause 4.1 at the date of termination.

16.5 An employee who fails to give a minimum of one (1) or two (2) week's notice of intention to terminate employment as set out in subclause 16.1 and 16.3 above, shall forfeit one (1) or two (2) weeks' pay as the case may be.

16.6 It is a fundamental condition of employment that employees have to deal with the public and provide friendly and courteous service at all times. Failure to do so shall be grounds for disciplinary action, including termination to be taken against an employee.

16.7 Employees engaged as Plaza Attendants are required to handle large sums of cash. All such employees will be subject to regular security and audit procedures as part of their contract of employment and in the event of misappropriation of funds will be liable to termination without notice.

### **17. Payment of Wages**

17.1 On each pay day (every second Wednesday or alternative day by mutual agreement with the majority of employees), the employer will supply each employee with a statement showing the wages entitlement, the amount of deductions made there from and the net amount of wages due to the employee. Payment of wages shall be by Electronic Funds Transfer.

### **18. Union Shop Stewards**

18.1 The employer recognises the right of its employees to have proper representation in their dealings with management. The accredited delegate and/or co-delegate shall be allowed the necessary time during working hours to discuss with the employer or deputy any matter affecting the employee/s represented. Such discussions should be arranged for a time which is convenient to both parties. Before a delegate/co- delegate moves away from the respective work area or commences to work on union business, permission must first be obtained from the immediate supervisor who shall not unreasonably refuse such permission.

- 18.2 Delegates must advise their supervisors before leaving their place of work for any meeting.
- 18.3 Leave with pay may be granted to Delegates for union duties on request from the State Secretary or organiser of the union and at the discretion of the employer having regard to work requirements.

### **19. Right of Entry of Union Officials**

- 19.1 The right of union officials to enter the premises of the employer will be observed by the employer in accordance with Section 297 of the New South Wales *Industrial Relations Act*, 1996.

### **20. Jury Service**

- 20.1 A full-time or part-time employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time that would have been worked had there not been an obligation for jury service. An employee shall notify the employer as soon as possible of the date required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

### **21. Bereavement Leave**

- 21.1 A full-time or part-time employee shall be entitled to a maximum of two day's leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild, grandparents or parents-in-law. For the purposes of this subclause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster father or mother and stepfather or stepmother.
- 21.2 Provided further, a full-time or part-time employee shall be entitled to a maximum of two day's leave without loss of pay on each occasion and on production of satisfactory evidence of the death outside Australia of an employee's husband, wife, father or mother, and where such employee travels outside of Australia to attend the funeral.

### **22. Trade Union Training**

- 22.1 Authorised delegates of the union party to this Agreement who are nominated by the Secretary of the Union to attend a training course or programme conducted under the auspices of the authority established under the Trade Union Training Authority Act, 1975, or sponsored by the Australian Council of Trade Unions, the State Branch of the Australian Council of Trade Unions or by the union party to this Agreement shall be granted leave of absence while attending such course or courses provided that:-
- 22.2 At least two weeks prior to attendance at the course or courses the employer received written notice of the nomination from the Union Secretary setting out the times, dates, content and venue of the course;
- 22.3 Nominations shall not involve absences from work of more than one delegate from the union per establishment (for a maximum of three days in each calendar year and, for the purpose of this subclause, a calendar year shall mean the period from January 1 to December 31 inclusive);
- 22.4 Leave of absence granted shall be counted as time worked for the purpose of annual leave, sick leave and long service leave. Delegates attending shall receive their normal rate of pay whilst on such leave including shift allowances, but other allowances, penalty rates or any other daily or hourly payments prescribed by this Agreement shall not be payable.

### **23. Medical Examinations**

- 23.1 In addition to the pre-employment examination, the employer will arrange medical examinations of employees covered by this Agreement every twelve months on the following basis:-

- (i) All costs of medical checks are to be borne by the employer.
- (ii) The employer is to keep records of the medical checks.
- (iii) The medical records shall be made available to the employee concerned on request.
- (iv) A copy of the medical report is to be forwarded to the employee's treating doctor at the request of the employee.
- (v) With the employee's authority information relevant to workers' compensation or occupational health and safety is to be forwarded to the Union and Occupational Health and Safety Committee.
- (vi) In all other circumstances information contained in the medical reports is to remain confidential.

#### **24. Notice Boards**

- 24.1 The employer shall erect suitable Notice Boards in prominent positions for the display of Union Notices.
- All notices placed on the Board will be signed by the delegate/co-delegate posting the notice.
- The Supervisor or Controller or their nominee shall initial the back of each such notice prior to posting.

#### **25. Employee Counselling**

- 25.1 With the object of retaining good employer/employees relations, no employee will be dismissed [except for misconduct which would justify instant dismissal] unless the following procedures have been followed:
- (i) **First Warning:** If Management considers an employee to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee the right to respond. If the employee so requests, a witness of his/her choosing may be present. The nature of the unsatisfactory service will be committed to writing.
  - (ii) **Second Warning:** If the employee in the opinion of the employer continues to be unsatisfactory, the company shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal. Again, the nature of the unsatisfactory service will be committed to writing.
  - (iii) **Third Warning:** If after two written warnings the employer considers the employee to still be unsatisfactory, then the employee may be dismissed in the presence of the appropriate job delegate.

#### **26. Settlement of Disputes**

- 26.1 Where an employee has a grievance arising out of his or her employment, which cannot be resolved between the employee (or the employee's representative) and the supervising staff, the employee shall notify the Motorway Manager of the substance of the grievance and state the remedy sought.
- 26.2 The Motorway Manager shall meet with the employee (and the employee's representative if the employee so requests) within seven (7) days and attempt to resolve the dispute.
- 26.3 Failing settlement of the dispute at this level, the matter is to be referred to senior management and if appropriate, the assistance of an officer of the relevant employer organisation.
- 26.4 All parties must use their best efforts to resolve the grievance expeditiously and to the satisfaction of the parties. If the grievance is not resolved by the above process the parties may refer the grievance to the Industrial Relations Commission of New South Wales.

- 26.5 Whilst this process is continuing, no stoppage of work or any other form of limitation of work shall be applied.

## **27. Uniforms**

- 27.1 Upon appointment the employer shall supply every permanent employee with an initial issue of uniform items in accordance with the following schedule:-

Two Pair of Trousers or Two Skirts  
One Jumper  
Two Shirts  
Wet Weather Clothing  
Two Safety Vests

- 27.2 Such items shall be replaced or exchanged on a one for one basis as required to maintain a proper presentation in the work place with a minimum replacement period of 12 months and a maximum period of two (2) years.
- 27.3 Casual employees and part-time employee shall be supplied with issue of such items of uniform as are necessary to cover the hours worked per week.
- 27.4 Such uniforms shall remain the property of the employer and shall not be worn other than when on duty or in transit to and from work.
- 27.5 Upon termination of employment or when replaced by a new issue all items of uniform shall be returned to the Company.
- 27.6 Where an employee for no good reason fails to return items of issued clothing, the employer may deduct an amount of \$100.00 from the employee's termination pay.
- 27.7 All employees shall be paid a Laundry Allowance of \$8.00 per week towards the cost of laundering and maintenance of items of uniforms in a presentable condition. The Laundry Allowance shall be adjusted annually commencing the first full pay period after 15 July 2005 by reference to movements in the All Groups Consumer Price Index for Sydney for the year ending 30 June in each year.
- 27.8 Notwithstanding the provisions of this clause, the supply of uniforms may be varied by agreement with the Union to suit the needs of the particular establishment.

## **28. First Aid and First Aid Allowance**

- 28.1 Adequate first aid facilities shall be maintained by the employer in accordance with the *Occupational Health and Safety Act, 2000* as amended.
- 28.2 A qualified employee appointed by the employer to perform first aid duties shall be paid a First Aid Allowance of \$10.50 per week. The First Aid Allowance shall be adjusted annually commencing the first full pay period after 15 July 2005 by reference to movements in the All Groups Consumer Price Index for Sydney for the year ending 30 June in each year.

## **29. Superannuation**

- 29.1 Definitions

For the purpose of this clause:-

- (a) "The Fund" shall mean the Statewide Roads Superannuation Plan which is an AMP Master Plan, a Fund which complies with all the operational standards and satisfies all other conditions under the *Occupational Superannuation Standard Act, 1989* and the Regulations under the Act.
- (b) "The Employer" shall mean SWR Operations Pty Limited.

- (c) "The Employee" shall mean any employee engaged under the terms of this Agreement.
- (d) "Ordinary Time Earnings" shall mean the weekly wage rate as specified in Clauses 4.1 and 4.2 - Wages - of this Agreement.

#### 29.2 Contributions

- (a) The employer shall pay the Trustee of the Fund on behalf of each employee a contribution of an amount specified under the Superannuation Guarantee Act and its variations.
- (b) Contributions shall be payable from the date of the commencement of employment of the employee.

#### 29.3 Expenses

- (a) The following additional costs will be paid by the employer:-
  - (i) Cost of the standard minimum master plan management fee, and
  - (ii) Cost of Group Life Insurance cover for full time employees or part time employees, under the age of sixty five (65) years.

### **30. Sickness and Accident Policy**

- 30.1 All full-time and part-time employees working more than 20 hours per week and who are party to this Agreement shall be covered by the Statewide Roads Sickness and Accident Cover Policy ("the Policy") which provides employees with salary protection of 80% of their respective salary for a maximum period of two [2] years. An entitlement arises only where the claim is accepted by the Insurer providing the Policy.
- 30.2 The Policy pays after a period of incapacity of thirty days, however, the employer shall pay a qualifying employee the last sixteen days of the thirty day period of incapacity where the claim is otherwise accepted by the Insurer providing the Policy.

### **31. Anti-Discrimination and Harassment**

- 31.1 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 work place on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 31.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award 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.
- 31.3 Under the *Anti-Discrimination Act, 1977* 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.
- 31.4 Nothing in this clause is to be taken to affect:
  - (a) Any conduct or act which is specifically exempted from anti-discrimination legislation.
  - (b) Offering or providing junior rates of pay to persons under 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*.



- (d) A party to this Agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

31.5 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.

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

32.1 It is agreed by the parties that up to the expiry date of this Agreement:

- (a) No party will pursue an extra wages claim whether award or over award;
- (b) No party will seek any changes to the conditions of employment;
- (c) This Agreement will cover all matters or claims regarding the employment of Statewide Roads' employees which could otherwise be the subject of industrial action; and
- (d) No party will engage in industrial action in relation to performance at work or with respect to the terms and conditions covered by this Agreement.

Nothing in this Clause shall prevent any of the parties from seeking the enforcement of this Agreement.

### **33. Signatories to Agreement**

Signed for and on behalf of SWR Operations Pty Limited

Signed:

Witnessed by:        Date:

Signed by the Australian Workers Union [NSW Branch]

Secretary:

Witnessed by:        Date: