

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/129

TITLE: M4 Motorway Agreement 2000

I.R.C. NO: 2000/2364

DATE APPROVED/COMMENCEMENT: 6 June 2000/15 April 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

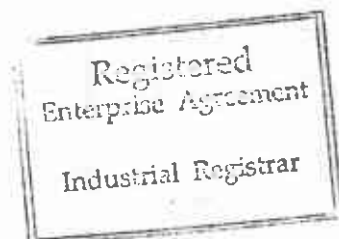
GAZETTAL REFERENCE: 11 May 2001

DATE TERMINATED:

NUMBER OF PAGES: 19

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Applies to employees classified as Plaza Attendant and Motorway Attendant**

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



SCHEDULE "A"

M4 MOTORWAY AGREEMENT - 2000

S.W.R. OPERATIONS PTY LTD

(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 and shall remain in force until *15. APRIL 2002*
- 2.3 This Agreement rescinds and replaces the M4 Motorway Award Agreement - 1998.

3. DEFINITIONS

- 3.1 **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.
 - * Advise and direct drivers and other persons in matters relating to traffic and toll collection.
 - * Identify and report payment defaults, incidents and equipment service malfunctions.
 - * Changing of electrical and mechanical modules of the toll collection equipment.
 - * Act as toll supervisor when required.
 - * Cleaning of lanes and booths.
- 3.2 **Motorway Attendant** - means an employee whose 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.

- 3.3 **Motorway Attendant** - Means an employee whose ordinary hours of work are normally performed between 6.00am and 6.00pm daily, Monday to Saturday.
- 3.4 **Non-continuous Shift Worker** - Means an employee whose ordinary hours of work are normally performed on either a one, two or three-shift roster, Monday to Saturday.
- 3.5 **Continuous Shift Worker** - Means an employee working on a shift roster which requires the employee to be regularly rostered to work on Saturday, Sunday and Public Holidays.

4. WAGES

4.1	<u>Classification</u>	<u>New Rate</u> <u>Per Week</u>
		\$
	Plaza Attendant	517.73
	Motorway Attendant	553.84

4.2 Wages Review

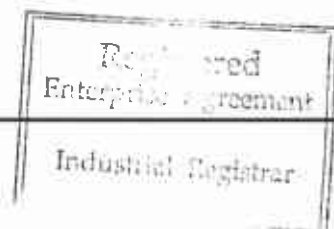
It is agreed that during the term of this Agreement an adjustment to wages is to be made on the following basis:

- (a) 2% increase from the first full pay period after 15 July, 2000.
- (b) 2% increase from the first full pay period 6 months after 15 July, 2000.
- (c) 2% increase from the first full pay period 12 months after 15 July, 2000.
- (d) 2% increase from the first full pay period 18 months after 15 July, 2000.

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.

Provided further that for all times worked on Saturdays within the normal starting and finishing times in any one week, payment shall be at the rate of time and one half.



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 Non-continuous Shift Workers

The ordinary hours of work for non-continuous 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 Continuous Shift Roster

Continuous Shift Roster means a roster designed to cover operations twenty-four hours per day, seven days per week and where the employee is regularly required to work on Saturdays, Sundays and Public Holidays.

5.5 Shift Allowance

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%.

(The above allowance shall be calculated on the weekly wage rates prescribed in Clause 4 herein).

5.6 Week-end And Public Holiday Rates

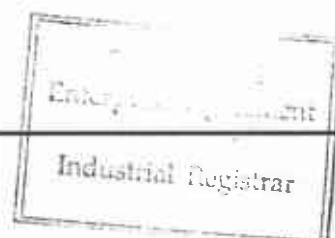
For a shift where the majority of the hours worked are performed on a Saturday, time and one half. For a shift where the majority of the hours are worked on a Sunday, double time. For a shift where the majority of hours worked are performed on a public holiday, double time and a half.

5.7 Penalty Provisions Not Cumulative

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 the higher or highest, as the case may be, shall apply.

5.8 Continuous Shift Operation

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



5.9 **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.

5.10 **Meal Breaks**

- (a) **Full-time employees** engaged on continuous shift operations 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.

5.11 **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

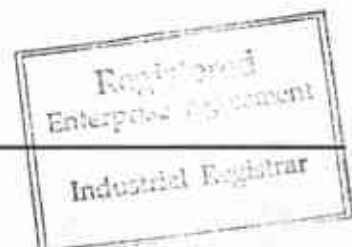
6.1 **Motorway Attendants And Non-continuous Shift Workers**

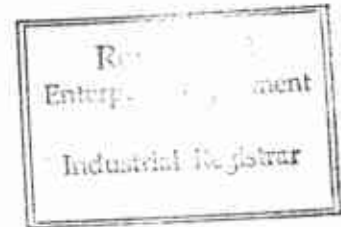
For all time worked before the normal starting time and after the normal finishing time, Monday to Friday employees shall be paid at the rate of time and one half for the first two hours and double time thereafter.

For all time worked on a Saturday (except as prescribed in Clause 5.1) employees shall be paid time and a half for the first two hours and double time thereafter with a minimum payment as for four hours at the appropriate rate.

For all time worked on a Sunday, double time with a minimum payment as for four hours at the appropriate rate.

Employees required to work on Public Holidays as prescribed in Clause 10 Holidays - shall be paid at the rate of double time and one half with a minimum payment as for four hours at the appropriate rate.





6.2 Continuous Shiftworkers

- (a) For all time worked in excess of seven hours thirty- six minutes per shift, except as provided for in Clause 5.8 - Continuous Shift Operations - Shift Relief, Continuous Shift Workers shall be paid at the rate of double time except for time worked on public holiday which is a rostered day off where such time worked shall be paid at double time and one half with minimum payment as for four hours at the appropriate rate.

Provided that this subclause shall not apply when the time worked is:-

- (1) by arrangement between the employees themselves, or
 - (2) for the purposes of effecting the rotation of shifts.
- (b) Where overtime is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. 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 duty between these times, shall subject to the subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay, for ordinary working time occurring during such absence.

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 rates until released from duty for the period, and shall then be entitled to ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

- (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 as provided for in Clause 6.3(a) above 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.

7. CASUAL EMPLOYMENT

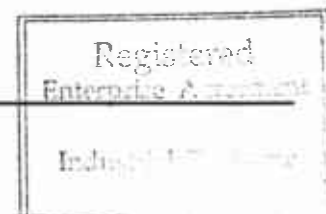
- 7.1 A casual employee is one engaged and paid as such with a minimum payment of one hour. A casual employee for working ordinary time shall be paid per hour one thirty-eight of the appropriate weekly wage rate prescribed in Clause 4 - Wages herein for the

work performed, plus 23 per cent. This loading includes appropriate Award entitlements plus the annual leave provisions as provided for in the Annual Holidays Act, 1994.

- 7.2 **Redundancy:** Should an employee's position become redundant, a redundancy payment in accordance with the 24 June 1994 decisions of the NSW Industrial Relations Commission will be made to the employee.

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 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 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 rate prescribed by the Award and divided by 38, and in addition shall be entitled to pro-rata payment of the shift premium where appropriate.
- 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 (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- seven (37) 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 as prescribed in clause 10 Holiday - shall be paid at the rate of double time and one half with a minimum payment as for four hours at the appropriate rate.



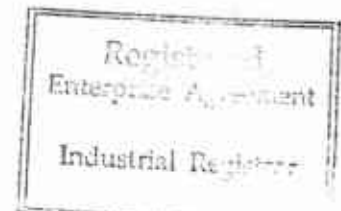
9. MEAL HOURS - MEAL MONEY

- 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 Non-continuous Shiftworkers 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.

10. 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.

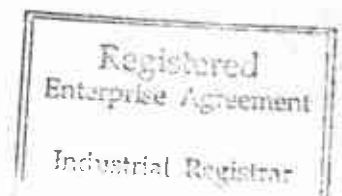
11. SICK LEAVE

- 11.1 An 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) An employee shall be entitled to sick leave of eighty hours for each year of employment.
- 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 an attendance payment, that shall not exceed the value of accumulated untaken sick leave, shall be paid out upon termination of employment because of the death or permanent disablement of an employee or upon retirement provided that the employee is not less than sixty years of age at the time of retirement. Provided further that each employee shall have the option, on a year to year basis, of electing to receive 50% of this attendance payment at the time of each date of accrument.

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**

See 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 less the period of annual leave.
- (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 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 his 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 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 day of 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 together with leading hand allowance where applicable.
- 13.6 Subject to subclause 13.5, where the continuous 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

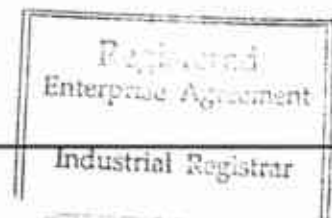
- 14.1 See Long Service Leave Act, 1955.

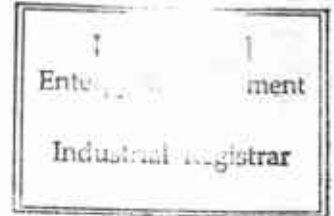
15. PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

- 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, the first three months of employment shall be deemed to be a probationary period during which employment may be terminated by one weeks notice by either party. Following the completion of the probationary period, employment may be terminated by the employee by two weeks notice. Subject to sub-clause 16.3, the following notice period must be given where the employer terminates the employee;





Not more than 1 years service	At least 1 weeks notice
1 to not more than 3 years service	At least 2 weeks notice
3 to not more than 5 years service	At least 3 weeks notice
More than 5 years service	At least 4 weeks notice

Add one extra week for employees aged 45 years and older with at least 2 years consecutive service.

Provided that where the employment is terminated by the employer, a payment in lieu of notice may be paid to the employee.

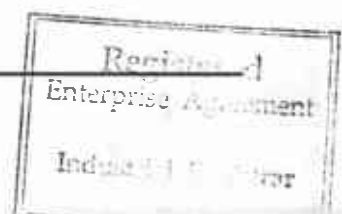
- 16.2 An employee who fails to give a minimum of one (1) or two (2) weeks notice of intention to terminate employment as prescribed in sub-clause 16.1 shall forfeit one (1) or two (2) weeks pay as the case may be.
- 16.3 Provided that nothing contained in this clause shall prevent an employee's employment being terminated without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only.
- 16.4 It is a fundamental condition of employment that employees have to deal with the public and provide friendly, courteous service at all times. Failure to so act shall be grounds for determining that the employee is unsuitable for this work and may be dismissed. Employees engaged as Plaza Attendants are involved with handling 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 dismissal.
- 16.5 Redundancy - If an employee's position should become redundant, a redundancy payment in accordance with the 24 June 1994 decision of the NSW Industrial Relations Commission will be made to the employee.

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 time which are 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 An employee on weekly hiring 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 An employee on weekly hiring 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, an employee on weekly hiring 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.

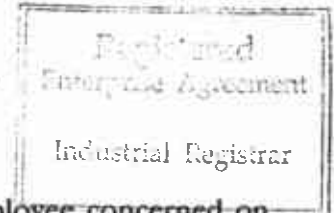
22. TRADE UNION TRAINING

- 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 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.

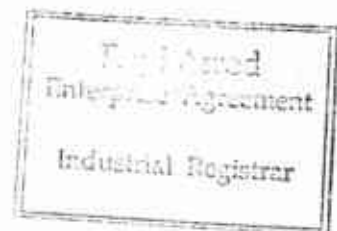
The Supervisor or Controller or their nominee shall initial the back of each such notice prior to posting.

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 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 An industrial dispute shall be dealt with in accordance with the provisions of the New South Wales Industrial Relations Act 1996 and the following procedure:
- 26.2 Where a dispute arises which cannot be resolved between the employee (or the employees representative) and the supervising staff, it shall be referred to the Motorway Manager (or other officer nominated by the employer) who will, if unable to resolve the dispute arrange for the matter to be discussed with the local union organiser.
- 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 Whilst this process is continuing, no stoppage of work or any other form of limitation of work shall be applied.

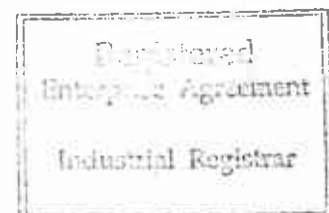


27. UNIFORMS

- 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 Trousers or Culottes
 - One Jumper
 - Two Shirts
 - One Hat
 - 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 if issued clothing, the employer may deduct an amount of \$40.00 from the employee's termination pay.
- 27.7 All employee shall be paid an allowance of \$8.00 per week towards the cost of laundering and maintenance of items of uniforms in a presentable condition.
- 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, 1983 as amended.
- 28.2 A qualified employee appointed by the employer to perform first aid duties shall be paid an allowance of \$10.50 per week.



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 S.W.R. Operations Pty Ltd .
- (c) "The Employee" shall mean any employee engaged under the terms of this Agreement.
- (d) "Ordinary Times Earning" shall mean the rate as specified in Clause 4 - Wages - of this Agreement.

29.2 Contributions

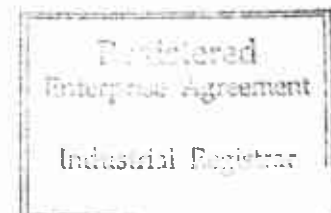
- (a) The employer shall pay the Trustee of the Fund on behalf of each employee a contribution of an amount specified under the Superannuation Guarantee Act and its variations.
- (b) Contributions shall be payable from the date of the commencement of employment of the employee.

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.

30. SICKNESS AND ACCIDENT POLICY

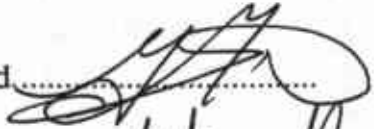
All employees party to this Agreement shall be covered by the Statewide Roads Sickness and Accident Cover Policy which provides employees with salary protection of 80% of their respective salary for a maximum period of two [2] years. Employees on paid sick leave or workers compensation are exempted from this benefit.



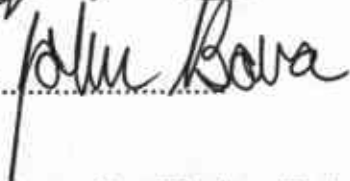
31. SIGNATORIES TO AGREEMENT

Signed for and on behalf of S W R Operations Pty Limited

Signed



Witnessed by.....



Date 8/5/00

Signed by the Australian Workers Union [NSW Branch]

Secretary



Witnessed by.....



Date 15/5/00

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