

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA03/193**

**TITLE: Michad Pty Limited P.L.H.S (NSW) Pty Limited and the  
Australian Workers' Union, New South Wales Enterprise  
Agreement 2003**

**I.R.C. NO:** IRC3/4359

**DATE APPROVED/COMMENCEMENT:** Approved 21 August 2003/Commenced 1  
September 2003

**TERM:** 25 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 7 November 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 14

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of Michad Pty Limited P.L.H.S (NSW) Pty Limited who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering (State) Award

**PARTIES:** Michad Pty Ltd and P.L.H.S. (NSW) Pty Ltd -&- The Australian Workers' Union,  
New South Wales

**MICHAD PTY. LIMITED, P.L.H.S. (NSW) PTY LTD AND  
THE AUSTRALIAN WORKERS' UNION GREATER NSW BRANCH  
ENTERPRISE AGREEMENT 2003**

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## **1. Title and Objectives of This Agreement**

This agreement shall be known as the Michad Pty Ltd, P.L.H.S. (NSW) Pty Ltd and The Australian Workers Union, New South Wales Agreement 2003.

The objectives of this Agreement are as follows:

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

## **2. Parties Bound**

This agreement shall be binding on Michad Pty Ltd of 28 Headland Rd North Sapphire 2450 & P.L.H.S. (NSW) Pty Ltd (herein after referred to as "the company"), the Australian Workers' Union, New South Wales of 16-20 Good Street, Granville, New South Wales 2142 (herein after referred to as "the union") and all employees of the Company, whose employment is, at any time when the agreement is in operation, subject to the Agreement.

## **3. Application**

This agreement shall apply to all employees of the Company engaged on, or in connection with traffic control in New South Wales only.

## **4. Relationship to Parent Award**

This agreement is to be read and interpreted wholly in conjunction with the General Construction and Maintenance, Civil and Mechanical Engineering (State) Award (herein after referred to as "the award").

- 4.1 The terms and conditions of the award are expressly preserved by this agreement as if the same was set out in full herein and shall be binding upon the parties during the currency of the agreement by operation of this agreement if not otherwise.
- 4.2 Where this agreement is silent then terms of the award, as at 1 September 2001 shall apply.
- 4.3 In the event of any inconsistency between the award and an express provision of this agreement, the terms of this agreement shall prevail to the extent of such inconsistency, unless the express provision of this agreement provides otherwise.

## **5. Period of Operation**

This agreement shall come into force from 1 September 2002 in accordance with Part 2 of the *Industrial Relations Act* 1996, it shall remain in force until 30th September 2004 unless terminated in accordance with s.44 of the *Industrial Relations Act* 1996.

## **6. Negotiations of a Subsequent Agreement**

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

## **7. Australian Workplace Agreements**

The Company agrees to not enter into any Australian Workplace Agreements with employees subject to this agreement for the life of this agreement.

## **8. Application of Project Agreements**

This agreement shall apply to all aspects of the employer's operations in NSW, however it may be varied under s.43 of the *Industrial Relations Act 1996* to incorporate the terms of any agreement reached by the parties in relation to supplementary wages and conditions of employment on a major construction project.

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

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

This agreement provides for all employees to be classified at CW2 of the parent award, any higher classifications will occur only after consultation with employees, the Union and the employer.

This Agreement provides for wage increases contained in Appendix A.

All expense related allowances not specifically mentioned in this Agreement will be paid in accordance with the relevant Award as at 1st September 2001 and its variation from time to time.

Probationary period

Employees shall be the subjects of a probationary period for the first three months of their employment. During this probationary period either the employer or the employee may terminate the employment contract without notice.

An Employee may be placed on probation as part of a disciplinary issue, and during the agreed period, any further disciplinary breaches shall result in dismissal without notice. The further disciplinary breach does not need to be of the same nature as the original breach to still apply.

Employees whose employment status is changed due to disciplinary action shall be subject to a probationary period, and may be reclassified from permanent part-time to day-hire status with no notice, with no penalty to the Employer during this period.

Employment Status

Permanent Part-time Employee means an Employee who is engaged for a minimum of 32 hours per fortnight and up to a maximum of 76 ordinary hours per fortnight.

Permanent Part-time employees shall be entitled to a minimum of 40 hours per fortnight after 18 months service with the Company.

Only Permanent Part Time employees are entitled to Service Increments and Gradings

Day Hire Employee means an employee whose employment contract commences at the start of a shift and ceases at the conclusion of the shift.

#### **10. Rostering**

Employees shall be advised of their Roster as soon as practical each afternoon, Monday to Friday and no contact can be taken to mean that the Employee is not required the following day without penalty to the Employer.

Employees must provide a landline telephone number for the Employer to contact.

Employees not being available on a telephone landline will be responsible to contact the Employer each afternoon after 1700 E.S.T, at no penalty to the Employer.

#### **11. Availability**

All Employees shall be available to work Monday to Friday and advance notification of 48 hours regarding inability to work a particular day must be given to the Employer.

Where Permanent Part Time Employees fail to notify their inability to work, or refuse a shift that is offered between Monday and Friday, 8 unpaid hours will be deducted from their fortnightly minimum hours at no penalty to the Employer.

#### **12. Public Holidays**

Permanent Part time and Day Hire Employees shall be entitled to double time and a half when working on any of the following public holidays, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Labor Day.

Permanent Part-time Employees shall be entitled to 8 hours at ordinary rates when no work is performed on Public Holidays.

Day Hire employees shall be entitled to 8 hours at ordinary rates when no work is performed on a Public Holiday in the event that they work a rostered shift 5 working days prior to the said public holiday.

#### **13. Travelling Allowance**

Employees of the Company, travelling in their private vehicle to an authorised workplace will be paid in addition to the wage rates prescribed in the Agreement, a Travel Allowance of \$15.00 per day.

Where the Company provides, or offers to provide transport from the workplace, an allowance of \$6.00 per day is payable.

Once the employee has travelled more than 100klms to his/her workplace in his/her own vehicle, he/she is entitled to .50c per klm for the excess klms travelled or if transport is supplied by the employer, and the employee has travelled more than 100 klms to his/her workplace, employees will receive ordinary rates of pay for travelling time in 15 minute increments thereafter.

Where Employees are authorised by the Employer in writing, during working hours to travel from job to job, the Employer shall pay all reasonable travelling time and reasonable costs incurred.

#### **14. Superannuation**

The Company will pay the basic Superannuation contribution pursuant to the Superannuation Guarantee Levy, which is 9%, and agrees to pay any increases pursuant to Federal law.

The Company will, prior to commencement of employment, ensure that a prospective employee is a member of, or enrolls in one of the following superannuation funds: Westpac Business Superannuation Fund (Regional NSW), Australian Public Superannuation (Sydney Metro) or C+Bus (Major Projects).

All superannuation contributions will be paid quarterly as required by a trust deed. The Company agrees to facilitate additional employee contributions.

The Company herein authorises the union to access records, so as to ensure all obligations in respect of payment by the Company for employees, has been complied with.

#### **15. Clothing**

The Company agrees to supply Uniforms required by employees upon commencement of employment, and the employee will pay \$250.00 security deposit, refundable on receipt of issued items, on their termination.

#### **16. Wet Weather**

In the event that inclement weather is being experienced in the area where the Employee lives, said Employee is to contact operations for confirmation that the job will proceed prior to attending their rostered location.

#### **17. Personal Carers Leave**

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

- (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household where, for the purpose of this subparagraph:
  - (1) "relative" means a person related by blood marriage or affinity;
  - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
  - (3) "household" means a family group living in the, same domestic dwelling
- (f) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose -

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) or paragraph (c) of subclause (1) who is ill.

(3) Annual Leave

- (a) An employee may elect, with the consent of the employer subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single-day periods of part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shut down period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

(4) Time off in Lieu of Payment for Overtime-

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary-time hours shall be taken at the over-time rate.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time-
- (a) An employee may elect, with the consent of the employer, to work "make-up time" under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
  - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate that would have been applicable to the hours taken off.
- (6) Rostered Days Off-
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
  - (b) An employee may elect with the consent of the employer, to take rostered days off in part day amounts.
  - (c) An employee may elect, with the consent of the employer, to accrue some of all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
  - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce and enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate negotiations.

#### **18. Crib/Meal Allowance**

If the employee works an additional 1.5 hours or more overtime beyond their ordinary hours, he/she will be eligible for a \$14.00 meal allowance (inclusive of crib provisions).

##### **Meal Crib Break**

A meal crib break is a paid meal break of 30 minutes, for employees who are unable to leave their station.

A meal crib break of 30 minutes shall be allowed to employees after 3 hours on any shift greater than 6 hours duration. Where a meal break cannot be taken after 6 hours of work, the employee shall be entitled to double time until such a break is taken where authorization has been received in writing from the employer.

#### **19. Long Service Leave**

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

#### **20. Register of Employees**

The company will maintain and provide on request, to the AWU, GNSW Branch Secretary or nominee, a register containing the name, classification, commencement date, date of birth, Superannuation, LSL and Union number of all employees covered by this agreement.

#### **21. Minimum Engagement**

Any employee instructed to report to work, including Saturdays, Sundays and public holidays, and work ceases due to any reason, he/she will be paid for actual hours worked with a minimum of four (4) hours per engagement.



## **22. Picnic Day**

Consistent with the terms of the General Construction Award, the Company may request from an employee a copy of their Union membership card before payment is made for the day. No work shall be scheduled on the 27th day of December each year, which will be recognised as the UNION Building Industry Picnic Day by agreement with the Union.

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

## **23. Occupational Health and Safety/First Aid Training**

The parties to this agreement are committed to;

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

The company recognises its responsibilities to provide a safe and healthy workplace and accordingly agrees to comply with all current Codes of Practice, Regulations, Worksafe Australia documentation and approved and recognised industry standards as a minimum requirement. As well as compliance with the Company's obligations under the *Occupational Health and Safety (OHS) Act* (1983) as amended.

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

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

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

All employees will have access to high quality amenities not less than the provisions required by WorkCover Codes of Practice/Regulations, employees shall be afforded the opportunity to enrol in appropriate first aid training courses. The aim of the company will be to have minimum of 25% of employee's complete relevant first aid training during the life of this agreement.

## **24. Workers Compensation and Rehabilitation**

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

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

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

Within a period of 2 years becomes fit to do the same job he/she was previously performing for the company, and the employee requests to be re-employed in that position, then at such time as the first vacancy becomes available the company will reinstate said employee

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

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

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

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

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

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

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

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

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

## **25. Access to Information**

The employer shall allow access for all employees to their personal work history data base which shows their rostered shifts, days of absence and times of shift refusal.

Any employee may dispute an entry within such a database within 28 days of the entry being made and the employer will address the complaint and advise the outcome of the investigation into such a complaint.

## **26. Medical Checks**

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

## **27. Disciplinary Procedure/Termination of Employment**

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

## **28. Dispute Settlement Procedure**

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

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

1. Disputes on any work related grievance or industrial matter should be dealt with as close to its source as possible.
2. An employee of the Union delegate/organiser shall initially submit any work related grievances and or industrial matters to the on-site company supervisor or other appropriate site representative
3. If the issue remains unresolved after twenty-four hours the employee of Union delegate/organiser may then submit the issue to the appropriate Senior Management person.
4. If the dispute or grievance has the potential to cause disputation or dislocation to the work of employees of a different company working on the same site where applicable appropriate management with the principle contractor will be notified.
5. If the issue remains unresolved the matter may be referred to an Executive Officer/Coordinator of the Union for direct discussion with senior management of the company and or principle contractor.
6. Whilst the above procedures are being followed, work shall continually normally.
7. Should the matter remain unresolved after the direct discussions between the Union and management there shall be a 48-hour cooling off period.
8. After the cooling off period the Union and the company shall be free to exercise their respective rights. Provided that either party may evoke the provisions of the *Industrial Relations Act (NSW) 1996*.
9. Each party will ensure each step of the above procedure is followed within reasonable time frames.
10. This dispute settlement procedure does not apply to health and safety issues.

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

1. The parties to this agreement recognise the importance of occupational health and safety and will cooperate to ensure that standards are maintained and enhanced.
2. In the event of any disagreement on the necessity to carry out any safety measure or modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause and the Building Industry Safety Code will be adopted.

3. No person shall dismiss a safety complaint. Any complaint shall be referred to the company safety officer or workers' safety representative to be dealt with in accordance with the following procedures:
  - (a) Where any employee becomes aware of an unsafe situation, that employee will immediately notify the company safety officer &/or the workers safety representative.
  - (b) The relevant safety representative(s) will take immediate action to have the unsafe situation rectified.
  - (c) Should the company safety officer consider that no safety precautions are necessary, he/she will notify the workers' safety representative accordingly as soon as possible.
  - (d) While there is disagreement on the ruling of the company safety officer, he/she will arrange for the immediate transfer of all employees from the disputed area.
  - (e) Should the company safety officer be of the opinion that no action is necessary and the workers' safety representative disagrees an appropriate inspector from WorkCover will be requested to undertake an inspection of the disputed area for the purpose of resolving any such matter.
  - (f) If disagreement still exists the chief inspector or nominee of WorkCover will be called in to assist in the resolution of the dispute.
4. Whilst the above procedure is being followed there will be no stoppage of work in respect to the matter being considered, except in an area alleged to be unsafe.
5. It is accepted that safety considerations override normal work practices and depending on the degree of potential risk to persons on the job, or the general public, can override normal demarcation practices.
6. The policies and conditions outlined in the Company Workplace Health and Safety document shall be strictly adhered to at all times and breaches may result in instant dismissal.
7. Nothing in this clause shall be construed as restricting the rights of the appropriate Union official(s) to become involved at any stage of this process to assist with the resolution of any safety issue.

### **30. Consultative Committee**

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

A Joint Consultative Committee will be established in companies with over twenty (20) employees, the role of this Committee will be, (but not limited to)

The monitoring of the implementation and on going operation of this Agreement. To seek remedies where the objectives of the agreement are not being met;

The development and monitoring of key productive improvements, and the measurement of the effectiveness of those initiatives;

The monitoring of the implementation of training measures the purpose of which will be to advance the concept of continuous workplace training and skills enhancement; and

The maintenance of effective compliance with the dispute settlement procedures of this agreement by all parties.

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

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

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

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

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

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

1. An employee elected as a job Steward/Union delegate shall upon notification by the Union to the company be recognised as the representative of the Union. The delegate will be allowed all time during working hours to submit to the company matters affecting employees
2. A delegate will be given access on site, to a telephone and all meetings and administrative facilities necessary for the performance of his/her duties
3. The company agrees to the payment to the union and the deduction of union fees from employee's pay upon authorisation of an employee(s).

### **32. Right of Entry**

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

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

### **33. Initiatives for Improving Productivity**

1. E.F.T. it is agreed that the company is authorised to make payment of wages by Electronic Fund Transfer (EFT). All employees will nominate a Westpac bank account for the purposes of fortnightly payment of wages. Pay week begins on Monday and ends on Sundays with pays being transferred fortnightly on a Thursday. The only exception would be if a computer error beyond the control of the Employer resulted in a processing delay. Pay advices and associated documentation shall be mailed to the employee by 1800hrs on the Monday following pay day until such time as they are made available on the company website for viewing and downloading at the employees convenience. Six months of pay advices shall be available for viewing on the website.

### **34. Spread of Hours**

The ordinary hours of work for all employees shall be 38 per week, with a maximum of 8 hours per day, between 6.00am to 6.00pm (5am start during daylight savings) Monday to Friday. Employees shall not accrue credits toward RDO's.

Permanent Part-Time Employees will be entitled to a minimum of 32 hour per fortnight, calculated over the same period as the fortnightly pay period.

Additional Shifts

Monday to Friday Permanent Part Time employees can on a voluntary basis, work additional overtime shifts at the relevant day hire "total hourly rate" rate of pay after performing 38 ordinary hours per week and/or on their rostered days off.

### **35. RDO Flexibility**

It is a term of this agreement that the Company will be afforded increased flexibility on Rostered Days Off (RDO's). In recognition of the fact that the principal contractors for which the Company works, are covered by differing parent awards, RDO's shall be scheduled to coincide with these. Penalty rates shall not apply on Building & Construction Industry RDO's.

### **36. Employee Awareness**

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

### **37. Annual Leave**

It is agreed that employees can choose one of the following options:

- (a) Accumulated and paid as a lump sum during company stand down periods being the Christmas and Easter School holidays.
- (b) On termination.
- (c) These amounts will attract superannuation contributions.
- (d) Permanent Part time annual leave shall be calculated on a pro-rata basis.

### **38. No Extra Claims**

The employees of the Company and the union agree not pursue any further claims against the company during the life of this agreement except where consistent with this agreement.

### **39. No Disadvantage**

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

### **40. Anti Discrimination**

- (i) It is the intention of the parties to this Agreement to seek to achieve the object in section 3 (f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (iv) Nothing in this clause is 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 s56 of the *Anti-Discrimination Act 1977*;
  - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

#### NOTES

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

### APPENDIX A

Table A Regional New South Wales

	Loaded Hourly Rate	Holiday Loading	Total Hourly
Day Hire			
1st September 2002	\$15.25	\$1.27	\$16.52
1st September 2003	\$15.60	\$1.35	\$16.95
Permanent part-time			
1st July 2003	\$14.10	Pro Rata Leave	\$14.10
1st September 2003	\$14.65	Pro Rata Leave	\$14.65

The loaded hourly rate is in lieu of any industry allowance, follow the job loading, sick leave loading, travel pattern loading and distant places allowances as prescribed by the Award.

All overtime payments are calculated on the Permanent Part time Loaded hourly rate.

Table B Sydney Metro Rates

	Loaded Hourly Rate	Holiday Loading	Total Hourly
Day Hire			
1st September 2002	\$15.70	\$1.30	\$17.00
1st September 2003	\$16.10	\$1.40	\$17.50
Permanent Part-time			
1st July 2003	\$14.60	Pro Rata Leave	\$14.60
1st September 2003	\$15.20	Pro Rata Leave	\$15.20

### APPENDIX B

SIGNATURES OF THE PARTIES

Signed for and on behalf of The Australian Workers Union, New South Wales

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Signature

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Full Name (Please Print)

Signed for and on behalf of Michad Pty. Limited

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Signature

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Full Name (Please Print)