

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/292

**TITLE: Roads and Traffic Authority of New South Wales (Wages Staff)
Enterprise Agreement**

I.R.C. NO: 2000/4495

DATE APPROVED/COMMENCEMENT: 12 September 2000 & 28 August 2000

TERM: _____ 12 months

**NEW AGREEMENT OR
VARIATION: Variation to EA98/38**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Applies to staff engaged working in Olympic Related Roles**

PARTIES: Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, Roads and Traffic Authority of New South Wales, The Australian Workers' Union, New South Wales, The New South Wales Plumbers and Gasfitters Employees' Union, Transport Workers' Union of Australia, New South Wales Branch



SCHEDULE 2

1. After clause 7 of the Roads and Traffic Authority of New South Wales (Wages Staff) Enterprise Agreement, insert the following new clause 8.

8. Arrangements for staff working in Olympic Related Roles

8.1 Acknowledgments by the Parties

- a) The parties acknowledge that special and unique circumstances will apply to the operation of Games venues, other related facilities and the delivery of services related to the staging of the Games.
- b) The parties acknowledge that the conditions contained in this clause will not create a precedent in regard to employment arrangements or conditions applying to any other special event hosted at Games venues or for any other purpose.
- c) The parties acknowledge that the conditions contained in this clause only apply to staff while they are carrying out Games-related duties.
- d) The parties agree that the arrangements contained in this Award recognise the need for equity, fairness, flexibility and transparency in dealing with staff considerations.

8.2 Terms of Engagement

- a) Staff who are required to hold Olympic accreditation are to undergo a Police probity check as part of the accreditation process. This Police check is to be confidential and is to be used only for the purpose of accreditation.
- b) Where directed, staff must wear the uniform and/or security identification provided at the times required.

8.3 Rates of Pay - No Disadvantage

- a) During the period of the Games, staff will continue to receive their normal rate of pay, with a minimum rate equal to that of the rate applicable to the Classification of Concrete Finisher.
- b) Where, during the six months prior to the Games period, staff have been in receipt of shift loadings on a regular basis and/or have worked a consistent pattern of overtime during that period, they shall:
 - be paid the average weekly shift/overtime payment (with the average calculated based on earnings over the previous six months); or
 - be paid the shift loadings for Games-related work as contained in this Award;whichever is the greater.



- c) Where, during the six months prior to the Games period, staff have been in receipt of allowances on a regular basis, they shall continue to receive such allowances, based on an average of the allowances received over the previous six months.

8.4 Working Hours and Shift Arrangements

- a) For the purposes of this clause, ordinary working hours for staff will remain at 38 hours per week.
- b) Staff will be engaged on a combination of morning, afternoon and night shifts, on a 24 hour, 7 day roster.
- c) Daily hours will be worked in accordance with rostered shifts.
- d) Staff will be required to work 10 days in any 14 day period. Where practicable, two of the rostered days off will be consecutive.
- e) A normal working cycle consists of 152 hours worked as follows:
- 20 day, four week cycle with 19 working days;
 - eight hours worked each day according to the roster; and
 - 0.4 of one hour of each day will be accrued, entitling staff to one rostered day off in the four week cycle, known as the Accrued Day Off (ADO). Wages for the accrued time will be paid in the wage period during which it has been worked.
- f) While staff will continue to accrue leave and time towards an ADO at the rate outlined in clause (e) above, access to accrued leave and ADOs will be suspended for the period that staff are carrying out Games-related duties. Staff will be able to access accrued leave and ADOs after 1 October 2000.
- g) Staff will be afforded a 30 minute meal or crib break taken when convenient to the operations and generally not more than five hours from the commencement of the shift. The 30 minute meal or crib break will be counted as time worked.
- h) Shifts shall be worked at the following times and at the following rates of pay:
- Early morning shift shall mean those shifts commencing at or after 4.00am, paid at the ordinary rate of pay plus 27%.
 - Day shift shall mean those shifts commencing at or after 6.00am, paid at the ordinary rate of pay.
 - Afternoon shifts shall mean those shifts commencing at or after 1.00pm, paid at the ordinary rate of pay plus 27%.
 - Night shift shall mean those shifts commencing at or after 6.00pm, paid at the ordinary rate of pay plus 50%.
 - Payment for all time worked between midnight Friday and midnight Saturday will be paid at time and one half of the ordinary rate of pay for the first two hours and double the ordinary rate of pay thereafter.

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- Payment for all time worked between midnight Saturday and midnight Sunday will be paid at double the ordinary rate of pay.
 - Payment for all time worked on a Public Holiday will be paid at double time and one half of the ordinary rate of pay.
- i) Staff who work in excess of shift hours (other than public holidays) will be paid at double the ordinary rate of pay. All overtime in excess of shift hours for public holidays will be paid at double time and one half of the ordinary rate of pay.
 - j) The 'ordinary rate of pay' referred to in (h) and (i) above does not include any shift loading that staff normally have 'rolled up' into their rate of pay.
 - k) Staff who are rostered to work on Saturday and/or Sunday will be entitled to an alternate day(s) off during the roster period.
 - l) Staff will be allowed a minimum of 10 hours between shifts except
 - at change of shifts, where a minimum of 8 hours will be allowed, or
 - in cases of unavoidable necessity.
 - m) If the RTA instructs staff to resume or continue work without having 10 consecutive hours off duty, they will be paid double time until released from duty, other than for the purposes of changing shifts, where 8 hours will be allowed.
 - n) All rosters will take into consideration the staff member's family, personal and carer's responsibilities, including the holding of Games event tickets.
 - o) A double shift may be worked in emergency situations and with the agreement of the staff member.

8.5 Olympic Attendance Allowance

- a) An Olympic Attendance Allowance of \$1.50 per hour will be accrued for each completed rostered shift where staff covered by this clause are carrying out Olympic Games-related duties.
- b) The accrued monies will be paid to staff on completion of all of their allocated shifts worked during the period 15 September 2000 to 1 October 2000 inclusive.
- c) The payment of the allowance will be in accordance with the following:

Number of allocated shifts completed	Percentage of allowance payable
Greater than 95%	100
Greater than 85% but less than 95%	75
Greater than 75% but less than 85%	50
Less than 75%	0

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Signed by:

[Handwritten signature]

duly authorised by the **Australian Workers' Union, New South Wales Branch** to sign this Agreement on its behalf in the presence of:

J. Coates

Signed by:

[Handwritten signature]

duly authorised by the **Construction, Forestry, Mining and Energy Union (Construction and General Division) New South Wales Divisional Branch** to sign this Agreement on its behalf in the presence of:

[Handwritten signature] 69.00

Signed by:

B. R. L.

duly authorised by the **Electrical Trades Union of Australia, New South Wales Branch** to sign this Agreement on its behalf in the presence of:

[Handwritten signature]



Signed by:

A. E. Hyall

duly authorised by the **Transport Workers' Union of Australia, New South Wales Branch** to sign this Agreement on its behalf in the presence of:

[Signature]

Signed by:

.....

duly authorised by the **Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch** to sign this Agreement on its behalf in the presence

of:

[Signature]
Solicitor

6.9.00.

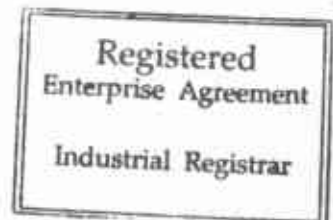
Sean O'Leary

Signed by:

B.B.

duly authorised by the **New South Wales Plumbers and Gasfitters Employees Union** to sign this Agreement on its behalf in the presence of:

[Signature]



Signed by:



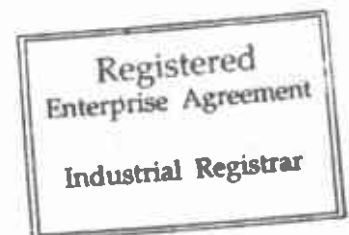
duly authorised by the **Australian
Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
New South Wales Branch** to sign
this Agreement on its behalf in the
presence of:



Signed by:



duly authorised by the **Roads and
Traffic Authority of New South
Wales** to sign this Agreement on
its behalf in the presence
of:



SCHEDULE 3

GROUNDS AND REASONS

1. In order to ensure that Sydney's transport system is compatible with the increase in customer demand and functions efficiently during the Olympic Games (the Games), the RTA will need to redirect designated staff into Games-related roles leading up to and during the Games.
2. The roles into which such designated staff are redirected will either be similar in nature to the roles which they normally perform or else, if different in nature, will be one for which they are deemed qualified or suitable to perform.
3. The RTA is seeking to vary the Roads and Traffic Authority of New South Wales (Wages Staff) Enterprise Agreement to establish the terms and conditions for the redirection of RTA wages staff into Games-related roles.
4. Because these roles will need to be performed under extended hours arrangements, specific conditions of employment have to be developed that are consistent with the work patterns that such staff will be required to perform during the Games. This variation attempts to establish shift loadings and a no disadvantage provision to ensure that staff will be adequately remunerated for their contribution to the Games effort.
5. The proposed variation will specify the working arrangements while under redirection so as to remove any doubts regarding the employees' entitlements under the Roads & Traffic Authority of New South Wales (Wages Staff) Enterprise Agreement.
6. The Parties consent to the proposed application.
7. The Award complies with the Industrial Relations Act 1996.
8. Such other reasons as the Industrial Relations Commission may deem appropriate.

