

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/226

**TITLE:** **SCE AWU (NSW) Enterprise Agreement 2005**

**I.R.C. NO:** IRC5/3632

**DATE APPROVED/COMMENCEMENT:** 21 July 2005 / 21 July 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 9 September 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 16

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Hunter Bulk Materials Pty Ltd t/as SCE Mining Services, employed to carry out any work of the Company's with respect to or incidental to any civil engineering, excavation or works on civil projects, including such works on mining leases, within NSW and outside the Sydney Metropolitan area, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

**PARTIES:** Hunter Bulk Materials Pty Limited t/as SCE Mining Services -&- The Australian Workers' Union, New South Wales

# **SCE AWU (NSW) ENTERPRISE AGREEMENT 2005**

## **1. Title**

This Agreement is known as the SCE AWU (NSW) Enterprise Agreement 2005.

## **2. Contents**

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## **SECTION A**

### **THE AGREEMENT**

#### **1. Title**

1.1 This agreement shall be known as the SCE AWU Enterprise Agreement 2005 ('the Agreement').

#### **2. Parties**

2.1 The Parties to this Agreement are the:

2.1.1 Hunter Bulk Materials Pty Limited t/as SCE Mining Services ('SCE');

2.1.2 All employees of SCE whether members of the organisations of employees listed in Clause 2.1.3 hereof or not (the "Employees"); and

2.1.3 Australian Workers' Union ('the Union').

#### **3. Application**

3.1 This Agreement applies to any work carried out by Employees of SCE with respect to or incidental to any civil engineering, excavation or works on civil projects, including such works performed in connection with the Employer's mining leases, within NSW and outside the Sydney Metropolitan area.

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

4.1 This Agreement must be read in conjunction with relevant legislation and the General Construction and Maintenance, Civil and Mechanical Engineering (State) Award. (the Award)

4.2 Where there is inconsistency between this Agreement and the Award, then, this Agreement prevails to the extent of the inconsistency.

#### **5. Period of Operation**

5.1 This Agreement operates from the date of registration and remains in force for a period of three (3) years from the date of signed acceptance of this agreement. The benefits provided by the Agreement apply from the date of registration of the Agreement unless otherwise indicated by the Agreement.

#### **6. Negotiation of Subsequent Agreement**

6.1 The Parties agree to start negotiations for a new agreement within three months prior to the expiry date of this Agreement. This Agreement continue to apply beyond its expiration date until replaced by another agreement or rescinded by one or more of the Parties in accordance with the *Industrial Relations Act 1996* (NSW).

6.2 Upon termination of this Agreement the conditions it prescribed no longer apply and the governing conditions of employment of the respective Employees reverts to the Award.

#### **7. Consultative Committee**

7.1 Within one (1) month of the registration of this agreement SCE will encourage the establishment of a Consultative Committee.

7.2 The parties acknowledge the central role of the Consultative Committee is developing and maintaining the conditions and industrial climate necessary for the successful application of the Agreement.

- 7.3 The Committee shall consist of elected full time SCE employees only and representatives from the Management and Employees in equal numbers. A constitution shall be drawn up to govern the election and operation of the Consultative Committee.
- 7.4 Union officials shall be invited to attend the Consultative Committee and copies of minutes will be provided on request.

### **8. Skill Development**

- 8.1 Training Strategy - The Parties are genuinely committed to training and education to improve site workforce skills. Training is to be relevant to the needs of the business and development of Employee skills and competency. Training is to be delivered during toolbox meetings or via structured training programmes, predominately on-site. All on-site training is paid ordinary time rates.
- 8.2 The Parties understand and agree that multi-skilling is necessary for SCE to achieve higher levels of productivity and efficiency gains. Involvement in initiatives of multi-skilling by individual Employees is subject to the Employee's willingness and capacity to undertake such tasks.

### **9. Induction**

- 9.1 Prior to the commencement of work on site all employees shall be required to attend and undertake the relevant induction training. Employees will have to demonstrate a clear understanding of the issues raised in the induction prior to beginning work.
- 9.2 Induction Training - All Employees are to receive a site induction detailing issues including Enterprise Agreement Provisions, Site Layout as required, Occupational Health and Safety Procedures Work Procedures, Quality Systems and Environmental Issues.

### **10. Productivity and Efficiency**

- 10.1 The Consultative Committee is to establish goals for improvement in efficiency and productivity, and recommend appropriate action to ensure those goals are achieved.

### **11. Occupational Health and Safety**

- 11.1 SCE is fully committed to the ongoing management and improvement of its OH&S policies and programs. The parties to this Agreement agree that SCE requires every Employee to be equally committed and involved in the maintenance of these policies and their own safety.
- 11.2 All Employees will be required by SCE policy to undergo training and awareness of safety methods, procedures and practices which will be implemented over the life of this Agreement.
- 11.3 Where an Employee is instructed to perform a task and the Employee considers that they are not adequately experienced to perform that task then the Employee is required to notify their supervisor immediately and not attempt such task. This requirement is to ensure Employees' safety and no Employee will be disadvantaged as a result of not carrying out the task.
- 11.4 No Employee is expected to operate any machine/vehicle that the Employee reasonably considers to be unsafe. Employees able to identify problems concerning plant are to notify their immediate supervisor and make an entry into the plant defects book so rectification can be performed.
- 11.5 Prior to the commencement of employment on site, all Employees shall attend an induction program.
- 11.6 Where a safety problem exists, the affected work area is to be roped off and work is to continue elsewhere on the project or possibly transfer to another project if reasonably practicable. If the safety problem prevents safe access to working areas via the means of access the safety then the problem is to be immediately rectified and the Employees may be required to use an alternate safe access to such working areas while the usual access is being rectified.

- 11.7 If a safety problem arises, Employee(s) must bring the matter to the attention of their immediate SCE supervisor, who is responsible for organising to have the problem rectified and the Employees relocated to safe work areas whilst rectification work is being carried out.
- 11.8 If a dispute arises over a safety issue, an immediate inspection of the disputed area involving Management, the Site Safety Representative and/or the OH&S Committee must take place.
- 11.9 If there is more than one area thought to be unsafe, the OH&S Committee in conjunction with the Management must nominate in order of priority the areas to be inspected. On verifying that the safety problem has been rectified, normal productive work is to resume. Such resumption may, if necessary, take place in stages as each area has been cleared.
- 11.10 Provided that any disagreements between the Management and the Site Safety Representative and/or OH&S Committee are to be determined by the recommendation of the relevant statutory authority Inspector (WorkCover or Mines Inspectorate), or in his/her absence the reasonable instruction of management.
- 11.12 SCE is to provide appropriate training as agreed by the Parties to ensure that the OH&S Committee Members can properly participate. This training is to be provided as soon as reasonably practicable after appointment of an OH&S Committee Member.

## **SECTION B**

### **EMPLOYMENT CONDITIONS**

#### **12. Contract of Employment**

##### 12.1 Performance of Work

It is a term and condition of employment and of the rights applying under this agreement that an employee:

- a) Utilises the skills and knowledge that the Employee possesses without reservation within the Employee's core skill area.
- b) Will be encouraged to participate in training and be accredited in work skills and knowledge to become a flexible member of the work team;
- c) Where possible, notifies SCE if unable to work at least one hour before the commencement of the rostered shift. Will give the reason for the absence if work related, and anticipated duration of absence.
- d) Observes regulations published by SCE and its customers to provide an orderly and safe workplace, including keeping the workplace and equipment in a clean and safe condition.
- e) Wears SCE supplied clothing without alteration;
- f) Complies with the Disputes Settlement Procedure
- g) Works to shiftwork systems as required by SCE that are consistent with current agreed procedures and practice or such patterns as may be agreed to and signed off by SCE and the majority of employees involved.
- h) Completes all relevant documentation pertaining to the job as required by SCE. This will include equipment pre start check sheets, time sheets, relevant safety documentation and other documentation by consultation.

## 12.2 Utilisation of Skills

- a) Employees shall be employed to carry out such duties as may be directed by SCE from time to time subject to the limits of their skill and competence, training and approved procedures.
- b) Any direction given by SCE in accordance with a) shall be consistent with SCE's obligations under the *OH&S Act* 1983 (NSW) and shall be carried out as such by the Employee.

## 13. Probationary Period

Full time employment is subject to satisfactory completion of a three (3) month of probationary period during which time suitability for the position is assessed. Employment may be terminated during the probationary period upon one (1) week's notice or payment of one (1) week's wages in lieu of notice.

## 14. Casuals

- 14.1 A casual employee shall be entitled to all the applicable rates and conditions of employment by this agreement except annual leave, personal leave, parental leave, jury service, public holidays and redundancy. Casuals receive a 25% loading to compensate for not getting these based on ordinary hours only. Casuals shall be employed for a maximum period of four (4) months.
- 14.2 On each occasion a casual Employee is required to attend work the Employee is entitled to payment for a minimum of four (4) hours work, plus the relevant fares and travel allowance prescribed in this Agreement.
- 14.3 Termination of all casual engagements is subject to one (1) hours' notice on either side or the payment or forfeiture of one (1) hours' pay, as the case may be.
- 14.3 All Employees are required to undergo a pre employment medical along with drug and alcohol testing prior to commencement of employment.

## 15. Rates of Pay and Payment of Wages

- 15.1 Wages are paid by electronic transfer to an account with a recognised financial institution nominated by the Employee when starting employment.
- 15.2 Wages are paid on a weekly basis.
- 15.3 Classification Structure - The wage rates and allowances to be paid under this Agreement are in substitution for all wage and allowance entitlements otherwise applicable under the Award. The classifications are in accordance with the Appendix A.
- 15.4 Wages - The wages rates and increases as set out in Appendix B, apply from the first pay period commencing after registration of this Agreement.
- 15.5 Weekly Pay Period ends midnight Sunday.
- 15.6 The parties acknowledge that some projects may have special site agreements that prescribe special conditions.

## 16. Hours of Work and Rostered Days Off

- 16.1 An average 38 hour week applies as follows:
  - a. The ordinary hours of work are worked in a 20-day cycle, Monday to Sunday inclusive, with eight (8) ordinary hours worked for each of 19 days and 0.4 of an hour accruing for a paid rostered day off (RDO). The accrual applies on all days worked (except RDO's) and paid leave.

- b. Rostered Days Off shall be taken by agreement between the Employee and SCE. Individual employees may use a "banked" RDO if agreed with SCE provided that at least one week's notice is given. Approval may only be refused due to urgent work commitments. An employee may bank RDO's to a maximum of eight (8) days. The Company will abide by the Construction Industry Scheduled RDO's wherever possible. The parties agree that alternative dates can be substituted for the Construction Industry RDO's so as to ensure maximum production of the Company at all times.
  - c. The spread of ordinary hours of work is from 6.00 am and 6.00 pm Monday to Sunday with eight (8) ordinary hours per day worked. Provided that where agreement is reached between SCE and an Employee or group of Employees, this spread of hours may be changed to allow for daylight saving and special project requirements.
  - d. Starting times and the taking of crib breaks and meal times can be staggered to suit project requirements in consultation with the Employees concerned.
  - e. An employee who has not worked a complete nineteen-day four week cycle, shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off, or in the case of termination of employment, on termination.
- 16.2 Employees agree to work rosters to cover twenty four (24) hours a day Monday to Sunday, to meet the needs of the business and the customer. Employees will be provided with twenty four (24) hours notice of a change in rosters.
- 16.3 SCE and the Employees agree that business activity will vary significantly throughout the year as a result of working requirements. For this reason flexible working arrangements have been established. These arrangements will allow SCE to provide more regular and systematic employment to its permanent employees.
- 16.4 Where Employees are rostered on 12 hour shifts SCE agrees to averaging of pay over the four week cycle.

### **17. Overtime**

- 17.1 Overtime penalty rates apply for any hours worked outside the ordinary hours
- 17.2 All time worked after completion of the agreed eight (8) ordinary hours is paid at time and a half for the first 2 hours, and double time thereafter.
- 17.3 Overtime worked on a Saturday is paid at time and a half for the first two (2) hours, and double time thereafter, provided that double time is paid for all work performed after 12 noon.
- 17.4 Overtime worked on a Sunday is paid at double time, while any overtime worked on a Public Holiday is paid at double time and a half.
- 17.5 It is understood that a reasonable amount of overtime (including Saturdays) may be worked and the amount and timing of overtime varies from time to time to suit work and project requirements.

### **18. Crib Times and Meal Breaks**

- 18.1 Crib and meal break periods are intended to allow a realistic period for rest and refreshment.
- 18.2 The Parties agree to adhere to the designated start and finish times for all work periods, including crib and meal breaks. No Employee is required to work in excess of four (4) hours without a break, subject to the provisions of clause 18.5.
- 18.3 Employees are entitled to a paid twenty (20) minutes morning tea break to be taken no later than four (4) hours after commencing work.

- 18.4 An unpaid thirty (30) minutes meal break is to be taken no later than four (4) hours after the end of the previous break as provided in clause 18.5.
- 18.5 Employees engaged in activities deemed necessary to allow continuing productive work by other Employees may be required to work for one further hour beyond recognised meal breaks providing they receive an equivalent time for a meal.
- 18.6 The Parties agree that meal breaks can be taken on a staggered basis to ensure continuity of operations.
- 18.7 In event of an employee not being afforded a meal break they shall be considered to have worked the appropriate time beyond the actual finishing time.

### **19. Meal Allowance**

- 19.1 An Employee who is required to work on a weekday for ten (10) hours is to be paid a meal allowance of \$10.60 to meet the cost of a meal. This clause shall be in lieu of clauses relating to meal allowances and rest periods and crib time of the Award.
- 19.2 An Employee is entitled to be paid a further amount of \$10.20 for each meal after the completion of each subsequent four (4) hours of overtime after the ten (10) hours prescribed in Para 19.1

### **20. Excess Fares and Travelling Allowance**

- 20.1 Employees of SCE will be paid in addition to the wages rates prescribed in this agreement a daily fares and travel allowance of \$15.00 per day, if asked to report to site in own vehicle.
- 20.2 Where an Employee's place of work is at a construction site located more than 50km's from the Company depot at Mt Thorley, by the nearest practicable route, and the Employee is required to provide and maintain their own vehicle, he/she shall be paid an amount of \$0.73 per km in excess of 50km from the depot to a maximum of 100 km.
- 20.3 Provided further that this payment shall not be made if the employer provides or offers to provide transport to and from site each day.
- 20.4 Definition of construction site is any other location other than SCE's depot.
- 20.5 If an Employee is required to use his/her own vehicle on site the Employee is to be paid an allowance per km for each km travelled. The allowance is to be based on the schedule of rates set by the Australian Tax Office for use of own vehicle for business purposes.

## **SECTION C**

### **LEAVE ENTITLEMENTS**

#### **21. Sick Leave**

All Employees are entitled to Personal Leave, including sick leave in accordance with the Parent Award.

#### **22. Annual Leave**

- 22.1 Annual Leave loading is paid at a rate of 17.5% when leave is taken. This loading does not apply to pro-rata leave paid on termination.
- 22.2 Where an Employee makes a request to SCE to take accrued annual leave, he/she must provide SCE with at least two (2) weeks notice prior to the intended date of such leave taking place, other than in cases of emergency.



22.3 If SCE closes down for a specified period during the Christmas season, SCE will endeavour to give Employees four (4) weeks notice of actual closure dates. The taking of annual leave over the shutdown period is compulsory.

22.4 If an Employee has less than twelve (12) months service, annual leave entitlements are paid on a pro-rata basis

### **23. Picnic Day**

Picnic Day shall be the first Monday in December. Employees will not be required to work (except in a matter of emergency- in which case they will be paid according to Public Holiday rates).

### **24. Parental Leave**

Employees will be entitled to parental leave in accordance with the *Industrial Relations Act*.

### **25. Long Service Leave**

All Employees are to be enrolled in the Building Industry Long Service Leave Corporation if not already enrolled on commencement of employment.

## **SECTION D**

### **EMPLOYEE BENEFITS**

#### **26. Payroll Deductions**

26.1 The Company will make the necessary provisions available to all employees to make union subscriptions by way of payroll deductions.

#### **27. Superannuation**

27.1 SCE contributes 9% (Superannuation Guarantee Contribution) or \$50 per week (whichever is the greater) on the employees behalf into either CBUS, AMP or STA to be determined by the employee. In the event an employee does not elect which fund she/he superannuation contributions to be paid into AMP which will be the default fund.

27.2 The 9% contribution may increase if it is increased by legislation.

27.3 Employees are entitled to 'salary sacrifice' for additional Superannuation benefits in accordance with Australian Tax Office requirements. Salary Sacrifice arrangements must be in writing and recorded prior to implementation.

#### **28. Redundancy**

As per the Award.

## **SECTION E**

### **ISSUE RESOLUTION**

#### **29. Inclement Weather**

29.1 "Inclement Weather" means the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for Employees exposed to those conditions continue working whilst they prevail.

- 29.2 The Parties agree that the primary focus of Inclement Weather provisions is to provide a set of agreed procedures, which ensure that through scheduling of working hours, loss of working time is minimised, and productive work is maximised without Employees being exposed to climatic conditions, which are unreasonable or unsafe to work in.
- 29.3 Where Inclement Weather conditions arise, productive work is to continue by transferring Employees to work in areas protected from Inclement Weather or where only a portion of the project is affected by Inclement Weather, all other Employees not so affected are to continue working regardless of the fact that other Employees may not be gainfully employed due to the Inclement Weather.
- 29.4 Where all avenues of alternative productive work in areas unaffected by Inclement Weather have been exhausted participation in genuine and relevant training, consultation and information sharing activities are to be utilised.
- 29.5 Any Employee operating machinery fitted with a functional weatherproof cab is deemed to be working in an area not affected by Inclement Weather, subject to safe working conditions applying and reasonable access to the machine being available to the Employee.
- 29.6 All Employees are to be available to clean up and dewater relevant work areas as directed by SCE following Inclement Weather.
- 29.7 In circumstances of Inclement Weather, management in consultation with the OHS committee is responsible for determining whether productive work should cease or continue.

### **30. Dispute Resolution Procedures**

- 30.1 The Parties agree that where a dispute arises they must attempt to resolve the dispute as quickly as possible and continue to work without disruption while the dispute is being resolved. No party is to be prejudiced as to final settlement of the dispute by the continuance of work under the dispute settlement procedures in this Agreement.
- 30.2 The Parties are committed to creating a harmonious workplace based upon sound leadership, consultation and co-operation. To promote the harmonious workplace, it is agreed that the following procedure applies to assist the Parties promptly resolve issues without recourse to industrial action, bans or limitations.
- Step 1 - The Employee(s) is to raise any grievances with their immediate Company supervisor and attempt to resolve the matter. If unresolved;
- Step 2 - The Parties identified in Step 1 must refer the dispute to senior site management resolution. If unresolved;
- Step 3 - Management is to confer with the relevant accredited Union(s) representative(s) on ways to resolve the dispute. If unresolved;
- Step 4 - The matter is to be referred to the industrial Relations Commission of NSW for determination by conciliation and, as matter of last resort, arbitration.
- 30.3 The Union may represent the Employee(s) at any stage of the dispute settlement procedure.
- 30.4 Work is to continue without recourse to any form of industrial action including bans, limitations or stoppages of work, whilst the matter is being resolved in accordance with the Disputes procedure.
- 30.5 The Parties acknowledge the value of open communication and mutual respect when resolving disputes and apply both during dispute resolution. When dealing with grievances employee, management and union representatives are to:

Actively listen to the views of the other Parties.

Treat all involved people with common decency and respect.

Avoid giving ultimatums.

- 30.6 Safety issues are to be isolated from industrial matters and safety issue or dispute must be dealt with in accordance with clause 11.

### **31. Counselling and Disciplinary Procedures**

- 31.1 If an Employee fails to maintain satisfactory conduct or performance levels, SCE may require the Employee to show cause why he/she shouldn't face disciplinary action up to and including summary dismissal, depending on the particular circumstances involved. The Employee is to be given the opportunity to be represented and afforded reasonable time to respond to the allegations of unsatisfactory conduct or work performance. This process is to occur in accordance with the following Counselling Procedure:

Step 1 - Verbal Warning/Counselling:

The responsible Supervisor and/or Manager are to explain to the Employee SCE's concerns about his/her conduct or work performance and outline SCE's expectations in this area. The Employee is then to be given a right of reply so he/she has the opportunity to show cause why they should not face disciplinary action or otherwise provide explanation. Where the explanation is unsatisfactory the Employee will then be made aware of the standards of improvement required.

This process is to occur in the presence of another Employee of the Employee's choice, given that they are on the job and available. It constitutes the first warning, which is to be documented and held on file.

Step 2 - Written Warning/Improved Performance:

If the Employee fails to meet the standards of improvement identified in accordance with Step 1, a written warning is to be issued noting this failure and referring to the first warning. The written warning must state that it is a final warning and that any further failure to meet the standards of improvement required will lead to termination of employment.

Step 3 - Dismissal

Where SCE has followed Steps 1 and 2, and the Employee has failed to meet the standards of improvement, SCE may give notice of termination.

- 31.2 The Union may represent the Employee at any stage of the Counselling and Disciplinary Procedure.
- 31.3 Nothing in this clause prevents summary dismissal, without notice, for serious and wilful misconduct.

## **SECTION F**

### **MISCELLANEOUS**

#### **32. Living Away from Home**

- 32.1 An Employee is entitled to the provisions of this clause when required by SCE to work on a job on a job or construction work at such a distance from his usual place of residence (as declared on the employment application form) that he/she cannot reasonably return to that place each night. The parties acknowledge that Employees will not be financially disadvantaged but SCE's competitiveness, utilisation of its existing workforce and commitment to the use of local labour are determining factors in the implementation of this clause.

- 32.2 The Employee must provide a declaration on the appropriate form that:

32.1.1 he/she maintains a usual place of residence and the address thereof,

32.1.2 he/she was required to live away from his/her usual place of residence,

32.1.3 the address at which he/she actually resided while living away from home.

32.3 Where an Employee qualifies under clause 32 above, SCE is to pay an amount based on either;

- a. When accommodation costs in a particular area are agreed to be excessive the Company is to pay the actual amount incurred on accommodation either directly or by reimbursement to the Employee. A food component as prescribed below also applies.
- b. An allowance of \$340.20 per week of seven (7) days made up of rent of \$220.00 per week assessed on a market basis to cover the cost of accommodation, and a food component of \$120.20, which is made up of a reasonable amount of food for a person per week (\$70.20), less an amount for normal food expenditure (\$50.00)

32.4 An Employee who qualifies under clause 30 is to be paid at ordinary rates of pay for the time spent travelling from the usual place of residence to the distant job. Where an Employee is required to use their own vehicle they are to be paid a kilometre allowance of \$0.73 for each kilometre beyond 50 kms each way from the office of employment to the site.

### **33. Protective Clothing and Company Uniforms**

33.1 Protective Clothing is to be supplied in accordance with the following paragraphs

a. All Employees are to be supplied with:

Hard Hat;  
Hearing protection  
Safety Gloves  
Safety Vest  
Safety Boots  
30+ Sunscreen Lotion  
Protective Eye Wear that meets AS 1337(to employees who are required  
To work on reflective surfaces outdoors)  
Suitable Hard Hat attachments  
Wide Brimmed Hat  
High Visibility Long Sleeve Shirts (3)

- b. Where economical and reasonably practical Australian made protective clothing is provided.
- c. SCE is to replace any item (on a one for one) on a normal wear and tear basis.
- d. An Employee must, while at work on any day, have with them, or access to, all safety gear items for the work to be performed by the Employee on that day.
- e. It is a condition of employment that where an Employee who has been issued with the required protective safety equipment, is found not to be wearing/using same on the job then the Counselling and Disciplinary Procedure in clause 29 applies.
- f. Casual Employees receive the Protective Clothing issue on commencement but only receive the issue of company uniforms if they become full-time employees

33.2 SCE Uniforms are to be provided as follows;

- a. Each full-time Employee is provided with the following SCE uniforms, which must be worn whilst at work:
  - i. an agreed winter jacket (jackets will only be issued to those employees with an entitlement and employed between the months of May to September; and

- ii. three (3) SCE embroidered long trousers (replaced on a fair wear and tear basis).
- b. Where a full-time Employee's employment ends prior to completion of their probationary period, the value of SCE uniform issue is deducted, on a proportionate weekly basis for the time worked, from their termination payments.

**34. Anti-Discrimination EEO and Sexual Harassment**

- 34.1 SCE is committed to complying with its obligations under anti-discrimination legislation and in endeavouring to prevent unlawful discrimination and harassment at the workplace.
- 34.2 The Parties have a legal obligation to comply with sex discrimination and anti-discrimination legislation. SCE requires that that all Employees comply with the policies in place in connection with that legislation, including those dealing with unlawful harassment and discrimination at the workplace.

**35. Major Projects Clause**

The parties agree that where the value of the project to the Company exceeds a contract price \$30M, the parties will negotiate a site allowance for those employees employed at the project.

**36. Code of Conduct**

The Code of Conduct is at Reference A. All employees are expected to comply with this policy.

**37. No Extra Claims**

The Employees and the Union agree not make any extra claims for any increases in rates of pay, allowances or any other conditions of employment during the term of this Agreement, whether these claims relate to conditions of employment contained in this Agreement or otherwise.

**38. 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.

**39. Review**

The parties agree that a discussion on the issues of 36 hour week, 24 hour income protection and money's paid into ACIRT can be undertaken no earlier than twelve (12) months from the commencement of this agreement when the Company has secured viable contracts and taking into account the Company's financial position.

**PARTIES SIGNATURES**

This Agreement is made at Newcastle on the ..... 2005.

\_\_\_\_\_  
Signed on behalf of SCE

\_\_\_\_\_  
Witness - Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness - Print Name

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Signed on behalf of the  
Australian Workers Union Newcastle Branch

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Witness - Signature

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Print Name

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Witness - Print name

## **APPENDIX A**

### **CLASSIFICATION STRUCTURE**

#### **CONSTRUCTION WORKER - CW1**

General Labourer (not elsewhere classified)  
Labourer engaged on erosion control  
Labourers engaged in the erection and placement of steel wire mattresses  
Landscape Labourer  
Survey Assistant (with RPL)  
Trainee (with previous civil experience)

#### **CONSTRUCTION WORKER - CW2**

Concrete Worker (with RCC) - including floater, formwork erector and/or stripper, concrete cutting or drilling machine operator  
Earthworks stringer, grade checker  
Labourer bending reinforcing steel to pattern or plan  
Operator CC10 roller  
Pipelayer and joiner assisting  
Landscape Labourer - experienced \*  
Pugmill operator  
Scaffolder  
Steelfixer  
Traffic Controller - accredited

#### **CONSTRUCTION WORKER - CW3**

Dogman  
Rigger (National Certificate)  
Manhole builder, installer of kerb lintels and grates  
Tradesperson/Carpenter  
Landscape Tradesperson (appointed)  
Operators of landscape related mobile Plant and heavy vehicles

#### **CONSTRUCTION WORKER - CW4**

Operators of Road Rollers  
Operators of Skidsteer loader up to 48kw (65hp)  
Engineering Surveyor  
Concrete Finisher  
Pipelayer - Experienced \*

#### **CONSTRUCTION WORKER - CW 5**

Backhoe/bobcat > 48kw (65hp)  
Dozer to D10  
Dump Truck  
Excavator  
Front end Loader  
Grader  
Roller with blade  
Scraper  
Traxcavator  
Pressure Washer

CONSTRUCTION WORKER - CW 6  
 Final trim grader operator being assessed as competent.  
 Dozer D11  
 Experienced Leading Hand- as appointed

## APPENDIX B

### WAGE RATE SCHEDULE

Classification	Rate of Pay 1 July 05	Rate of Pay 1 July 06	Rate of Pay 1-July-07
CW 1	\$16.72	\$17.38	\$18.07
CW 2	\$18.43	\$19.16	\$19.92
CW 3	\$18.85	\$19.60	\$20.38
CW 4	\$19.07	\$19.83	\$20.62
CW 5	\$20.40	\$21.21	\$22.05
CW 6	\$21.00	\$21.84	\$22.71

Allowances:

**Tool Allowance**                    \$22.10 per week Tool Allowance shall be paid to carpenters and, at SCE's sole discretion, to Employees who provide specialised tools at the request of SCE.

**First Aid Allowance:**            An Employee appointed by SCE to perform First Aid duty shall be paid an amount of \$2.10 per day.

**Hammer Allowance**                \$1 per hour for each hour worked. This allowance is paid when the employee operates an excavator with hammer attachment

### REFERENCE

### CODE OF CONDUCT

Aims

This Code of Conduct aims to establish standards of behaviour and performance and to maintain an effective and positive process of employee counselling to be adopted by both management and employees by:

1. Identifying the employee behaviour and performance that is acceptable to SCE.
2. Providing employees, through a counselling and disciplinary process an opportunity to correct unacceptable behaviour and/or to rectify poor work performance.
3. Ensuring that where unacceptable behaviour or poor work performance persists, following counselling and disciplinary action, that any termination that may ensue is conducted in a manner that is demonstrably fair and just.

Obligations of Employee

All employees of SCE Industrial Services are expected to:

1. Carry out their duties and responsibilities consistent with the competencies required of the position.
2. Positively contribute to the achievement of the work objectives of their respective work group
3. Positively participate in approved, relevant training and to provide on the job training to others where appropriate

4. Comply with work practices that are designed to promote the objective of a safe and healthy work place, specifically the requirement of personal protective equipment. Comply with all reasonable and lawful instructions
5. Treat peers, other employees of SCE, clients, associates and members of the general community with due respect, courtesy and good manners.
6. Comply with the terms, conditions and commitments of the Certified Agreement.
7. SCEs' employees are required to abide by and cooperate with the requirements of SCE/Clients' Fitness For Work Alcohol and Drug program and procedures including where required, undertaking alcohol and drug screening.

Unacceptable behaviour or poor performance may include but is not limited to the following:

1. Breaches of OHS&W policies and procedures;
2. Failure to comply with documented procedures and work instructions;
3. Failure to comply with environmental requirements;
4. Damage to plant and equipment through operator negligence;
5. Consistent absenteeism without valid reason;
6. Derogatory speech, action or insubordination;
7. Illegal, dishonest acts which directly conflict with the interests of SCE;
8. Intimidatory language and behaviour or assaults;
9. Drunkenness, intoxication and illicit drug use.
10. Discriminatory behaviour or harassing language toward others.

The following disciplinary measures will be available to management:

1. Assignment of alternative duties
2. Reassigning shift employees to day work
3. Suspension from duties without pay
4. Dismissal

Employment record entries will be made in all instances where this code is invoked.

Any employee being addressed under this Code of Conduct will have the option of having a Work Group Consultative Committee representative.) or other witness of their choice in attendance. Where disciplinary action is to be involved the Work Group Consultative Committee representative will be informed.

The employee concerned will be counselled on performance and offered support through a process involving a Work Group Consultative Committee representative and relevant SCE management. All such cases will also be tabled at monthly Certified Agreement meetings.

Employees who return a positive result for alcohol and/or drugs will be subject to the processes as specified in the current Fitness For Work Alcohol and Drug program policy document.



This Code of Conduct in no way limits the authority of management in the application of suitable disciplinary measures in cases of serious misconduct or performance or behaviour problems, or where an employee is banned from the site as a result of non compliance with site procedures.