

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/184

TITLE: Barclay Mowlem Engineering Construction Group Hunter Valley Minor Works Agreement 2003 - 2006

I.R.C. NO: IRC4/2568

DATE APPROVED/COMMENCEMENT: 21 May 2004 / 1 November 2003

TERM: 36 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 16 July 2004

DATE TERMINATED:

NUMBER OF PAGES: 35

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees of Barclay Mowlem Construction Limited located at 20 Bridge Street, Pymble, NSW 2073 who fall within the coverage of the National Metal Engineering and Associated Industries Award and the Electronic and Communications Contracting Industry (State) Award and the National Metal and Engineering On-site Construction Industry Award 1989

PARTIES: Barclay Mowlem Construction Limited -&- the Australian Workers Union, NSW, Newcastle and Northern Regions Branch, Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch

ENGINEERING CONSTRUCTION GROUP HUNTER VALLEY MINOR WORKS AGREEMENT 2003-2006

Clause No. Subject Matter

1. Title

SECTION A - THE AGREEMENT

2. Parties to the Agreement
3. Objectives
4. Induction
5. Period of Operation and Renewal of the Agreement
6. Consultative Committees
7. Skill Development

SECTION B - EMPLOYMENT CONDITIONS

8. Contract of Employment
9. Rates of Pay and Payment of Wages
10. Hours of Work and Rostered Days Off
11. Rest Periods, Crib Times and Meal Breaks
12. Excess Fares

SECTION C. LEAVE ENTITLEMENTS

13. Sick Leave
14. Annual Leave
15. Other Leave
16. Picnic Day
17. Parental Leave

SECTION D - EMPLOYEE BENEFITS

18. Workers Compensation and Sickness Benefits
19. Superannuation
20. Redundancy

SECTION E - ISSUE RESOLUTION

21. Inclement Weather
22. Dispute Prevention Procedures
23. Procedure for Settling Disagreements over Safety Issues
24. Employee Warnings

SECTION F - MISCELLANEOUS

25. Time Records
26. Working Away from Home
27. Protective Clothing
28. Employee Representative
29. Mixed Functions
30. Trade Union Training
31. Compensation for Clothes and Tools
32. Anti - Discrimination
33. Meetings of Employees to Discuss Agreement & Related Issues

34. Union Membership
35. No Extra Claims Commitment
36. On Site Register
37. Definitions
38. Signatory Page

Appendix A - Wage Rates and Date of Application
Appendix B - Consultative Committee Constitution
Appendix C - Drug and Alcohol Policy
Appendix D – Employment Application Form

1. Title

1.1 The Title

This Agreement shall be known as the BARCLAY MOWLEM CONSTRUCTION LTD ENGINEERING CONSTRUCTION GROUP, HUNTER VALLEY MINOR WORKS AGREEMENT 2003-2006.

1.2 Application of Agreement

This Agreement shall apply exclusively to all employees of Barclay Mowlem Construction Limited Engineering Construction Group operating from the Rutherford office NSW for minor construction projects within the Hunter Valley region of NSW.

This shall apply for construction projects with a contract value not exceeding \$5m.

This Agreement shall not apply to any underground work.

1.3 Relationship to Parent Award

In the event of any inconsistency between this agreement and the National Metal Engineering and Associated Industries Award, Electrical, Electronic and Communications Contracting Industry (State) Award and The National Metal and Engineering On-site Construction Industry Award 1989. The terms of this agreement shall prevail to the extent of the inconsistency unless the express provision of this agreement provides otherwise.

SECTION A - THE AGREEMENT

2. Parties to the Agreement

- 2.1 The Parties to this Agreement are (1) BARCLAY MOWLEM CONSTRUCTION LIMITED (hereafter BMCL) ENGINEERING CONSTRUCTION GROUP and their employees, (2) The Australian Workers Union New South Wales, (3) The Electrical Trades Union New South Wales Branch, and (4) The Automotive, Food Metals, Engineering, Printing, Kindred Industries Union New South Wales Branch.

3. Objectives

- 3.1 The key objectives of the Agreement are to:

encourage a high degree of employee participation, team work, trust and shared commitment to the goals of the Project

develop skill improvement programs for employees

maintain and consolidate a good safety record for the Project

promote measures to improve efficiency and minimise waste from construction activities

promote measures to minimise the impact of construction work on the environment

provide a set of agreed employment conditions

4. Induction

- 4.1 Prior to the commencement of work on site, all project employees shall be required to attend and undertake a project induction session. Officials of the signatory parties may attend these sessions. Employees will have to demonstrate a clear understanding of the issues raised in the induction, prior to beginning actual work.
- 4.2 Inductions will include information and the provision of relevant documentation on the following:
- the scope, purpose and anticipated duration of the project
 - compliance with the requirements for legislative, employer, employee and site safety and environmental standards
 - the cooperative objectives of this enterprise agreement
 - the specific dispute resolution procedures of this enterprise agreement

5. Period of Operation and Renewal of the Agreement

- 5.1 This Agreement shall operate after its certification with the NSW Industrial Commission.
- 5.2 The Agreement will operate for three (3) years from 1 November 2003.

6. Consultative Committees

- 6.1 Within one (1) month of commencement on site Barclay Mowlem will encourage the establishment of a Consultative Committee.
- 6.2 The Parties acknowledge the central role of a Project Consultative Committee is developing and maintaining the conditions and industrial climate necessary for the successful application of this Agreement.
- 6.3 The Project Consultative Committee shall be provided with all the relevant information necessary for it to monitor the implementation of this Agreement.
- 6.4 The Project Consultative Committee shall consist of elected full time Barclay Mowlem Employees only and representatives from Management and Employees in equal numbers. A constitution shall be drawn up to govern the election and operation of the Project Consultative Committee.
- 6.5 Union officials shall be invited to attend Project Consultative Committee meetings as observers. Notice of meetings will be conveyed through the consultative Committee and copies of minutes will be provided upon request.

7. Skill Development

- 7.1 This Agreement aims to encourage all employees to improve their skills through industry recognised training.
- 7.2 Project Consultative Committees may consider a skill development plan for each project, based on the training opportunities and facilities provided on the project.
- 7.3 Incremental weather time may be devoted to agreed structured training when it is possible for training to be delivered.

SECTION B - EMPLOYMENT CONDITIONS

8. Contract of Employment

- 8.1 Except for a casual employee (as defined) employment shall be by the week. One (1) week's notice of termination of employment shall be given on either side or one (1) week's pay shall be paid or forfeited.

CASUAL EMPLOYEES

- 8.2 A casual employee shall be entitled to all of the applicable rates and conditions of employment by this agreement except annual leave, sick leave, personal leave, parental leave, jury service, public holidays and redundancy.
- 8.2.1 A casual employee may be employed by a particular employer on a regular and systematic basis for any period not exceeding six weeks.
- 8.2.2 On each occasion a casual employee is required to attend work the employee shall be entitled to payment for a minimum of four (4) hours' work, plus the relevant fares and travel allowance.
- 8.2.3 A casual employee for working ordinary time shall be paid 125 per cent of the hourly rate prescribed for the employee's classification.
- 8.2.4 A casual employee required to work overtime or weekend work shall be entitled to the relevant penalty rates prescribed by clause 10.7.4
- 8.2.4.1 Where the relevant penalty rate is time and a half, the employee shall be paid 175 per cent of the hourly rate prescribed for the employee's classification; and
- 8.2.4.2 Where the relevant penalty rate is double time, the employee shall be paid 225 per cent of the hourly rate prescribed by the employee's classification.
- 8.3 A casual employee required to work on a public holiday prescribed shall be paid 275 per cent of the hourly rate prescribed by the employee's classification.
- 8.4 Termination of all casual engagements shall require one hour's notice on either side of the payment of forfeiture of one hour's pay, as the case may be.

9. Rates of Pay and Payment of Wages

- 9.1 The ordinary rates shall be those rates as outlined in Appendix A - 'Wage Rate and date of Application.' The allowances (where applicable) shall be those allowance prescribed in clause 9.9. the only increases to the rates of pay during the period of operation of this agreement shall be those as outlined in Appendix A of this agreement. Those allowances contained in clause 9.9 shall be increased by 4% on the 1/10/2004 and again 1/10/2005.
- 9.2 In the situation where an employee is undertaking a role for which there is no classification, the Barclay Mowlem Engineering Construction Group Employee Relations and Safety Manager and a senior representative of the union involved shall determine the classification according to industry standards.
- 9.3 All wages, allowances and other monies shall be paid by electronic funds transfer. Payments shall be paid and available to the employee not later than the cessation of ordinary hours of work on Thursday of each working week.
- 9.4 An employee kept waiting for his/her wages, on pay day for more than an hour after the usual time of ceasing work shall be paid at overtime rates for a maximum of four (4) hours.
- 9.5 Provided that in any week in which a holiday falls on a Friday wages accrued shall be paid on the previous Wednesday night and provided further that when a holiday occurs on any Thursday wages

accrued may be paid on the following Friday. Nothing shall prevent any alternative mutual arrangement between an employer and an employee.

- 9.6 An employer shall not keep more than two (2) day's wages in hand.
- 9.7 When notice is given in accordance with Clause 8 – Contract of Employment, of this Agreement all monies due to the employee shall be paid at the time of termination and a separation certificate supplied within 14 days of termination.
- 9.8 Particulars of details of payment to each employee shall be included on the envelope including the payment, or in a statement handed to the employee at the time payment is made and shall contain the following information:
- (1) Date of payment.
 - (2) Period covered by such payment
 - (3) The amount of wages paid for work at ordinary rates
 - (4) The gross amount of wages and allowances paid.
 - (5) The amount of each deduction made and the nature thereof.
 - (6) The net amount of wages and allowances paid.

In addition, the following details will also be included in the statement when such payments and benefits apply:

- (7) The number of hours paid at overtime rates and the amount paid therefore.
 - (8) The amount of allowances or special rates paid and the nature thereof.
- 9.9 Other entitlements

9.9.1 Tool Allowance

A tool allowance of \$20.90 per week shall be paid for all purposes of the agreement to all tradespersons.

9.9.2 First Aid Allowance

Employees who have current industry recognised First Aid qualifications shall be paid an allowance of \$2 per day (flat) for each day worked.

9.9.3 Leading Hand Allowance

A person specifically appointed to be a leading hand shall be paid at the rate of the undermentioned hourly amounts above the hourly rates of his/her own rate.

	Per Hour (\$)
(a) In charge of not more than one person	0.35
(b) In charge of two and not more than five persons	0.80
(c) In charge of six and not more than ten persons	1.00
(d) In charge of more than ten persons	1.30

This allowance is to apply for all purposes of this Agreement.

9.9.4 Allowances

- (i) Specialist Skills – Electrical employees who are qualified and required to perform such work shall receive the following all purpose allowance:

Electrical Licence	\$27.80 per week
Electrical Special Class	\$38.68 per week
Electrical Instrument Fitter	\$38.68 per week
Instrument, complex systems	\$38.68 per week

- (ii) Specialist Skills – Mechanical

Mechanical employees (as defined) who are qualified to Project standards and are required to perform such work shall receive the following all purpose allowance:

Instruments	\$38.68 per week
Instrument, Complex Systems	\$38.68 per week

10. Hours of Work and Rostered Days Off

- 10.1 The ordinary hours of work as defined below for Employees will be for the purposes of this Agreement be worked between 6.00 am and 6.00pm.
- 10.2 The ordinary working hours shall be worked in a 20 day cycle, Monday to Friday inclusive, with eight (8) hours worked for each of 19 days and with 0.4 of an hour on each of those days accruing towards the twentieth day, which shall be taken as a paid day off. The twentieth day of that cycle shall be known as the Rostered Day Off (R.D.O.) and shall be taken as outlined in subclauses 10.3, 10.4 and 10.5 below. Provided that payment on such a rostered day off shall include accrued entitlements as outlined above and to fares as outlined in Clause 18a of this Agreement.

R.D.O accruals will occur as follows:

- (i) on ordinary days worked
 - (ii) on approved sick leave
 - (iii) on approved workers compensation
 - (iv) on approved special leave
 - (v) on annual leave
 - (vi) on public holidays
- 10.3 Rostered Days Off shall be taken by agreement between the employee and the employer. Individual employees may use a “banked” RDO if agreed with their employer provided at least one week’s notice is given. Approval will only be refused due to urgent work commitments. An employee may bank RDO’s to a maximum of five (5) days.
 - 10.4 The company will notify the unions of any changes that are proposed to the industry set Rostered Days Off.
 - 10.5 The options will include:

An alternate day in the same or immediately following four (4) week cycle.

Banking for agreed periods to be taken off in conjunction with annual leave and/or public holidays.

Or any other agreed days.

10.6 An employee who has not worked, or is regarded by reason of Clause 10.2 as having 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.

10.7 Overtime and Special Time

10.7.1 No apprentice under the age of 18 years shall be required to work overtime or shift work unless he/she so desires. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent his/her attendance at T.A.F.E. or R.T.O.

10.7.2 When an employee, after having worked overtime and /or a shift for which he/she has not been regularly rostered, finishes work at a time when their usual means of transport is not available your employer shall provide him/her with conveyance to his/her home or to the nearest public transport.

10.7.3 An employee who:

- (a) That has not had at least 10 consecutive hours off duty before recommencing the next shift.
- (b) and, on the instructions of the employer, resumes or continues to work without having had such ten consecutive hours off duty he/she shall be paid at double rates until he/she has had ten (10) consecutive hours off duty without a loss of ordinary working time pay.
- (c) Has worked continuously (except for meal and crib times allowed by this Agreement) for sixteen (16) hours shall not be required to continue at or commence work for at least twelve (12) hours
- (d) The provisions of this subclause shall apply in the case of shift workers as if eight (8) hours were substituted for ten hours when overtime is worked:

10.7.4 The provisions of Clause 10.7.2 and 10.7.3 shall apply in respect of work on a Public Holiday.

The pay rates for weekend and public holidays are outlined in the following table:

Period of work	Pay rate
Monday to Friday – after 8 ordinary hours per day	First 2 hours at 1.5 time Next hours at 2.0 time
Saturday – minimum 4 hours work	First 2 hours at 1.5 time Next hours at 2.0 time All afternoon work at 2.0 time
Sunday – minimum 4 hours work	All hours at 2.0 time
Public Holidays – minimum 4 hours work	All hours at 2.5 time
Recalled to work – minimum 3 hours work	At appropriate overtime rates
Saturday following Good Friday – minimum 4 hours	All hours at 2.5 time

10.8 Weekend Work

An employee working overtime on a Saturday or working on a Sunday shall be allowed a paid crib time of 20 minutes after four hours work, to be paid for at the ordinary rate of pay but this provision shall not

prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay.

In the event of an employee being required to work in excess of a further four hours, he/she shall be allowed to take a paid crib time of 30 minutes which shall be paid at the ordinary rate of pay.

10.9 Shift Work

10.9.1 For the purposes of this clause:

“Day shift” means a shift commencing between 6am and 8am.

“Afternoon shift” means a shift finishing after 9.00pm and at or before 11.00pm.

“Night shift” means a shift finishing between 11pm and at or before 7.00am.

“Morning shift” means finishing after 12.30pm and at or before 2.00pm.

“Early afternoon shift” means a shift finishing after 7.00pm and at or before 9.00pm

10.9.2 Where an employee is employed continuously (inclusive of Public Holidays) for five (5) shifts Monday to Friday, the following rates shall apply:

(a) Afternoon and Night Shift – Ordinary Time plus 50%

(b) Morning and Early Afternoon Shifts – Ordinary Time plus 25%.

10.9.3 In the case of broken shifts (ie. Less than five (5) consecutive shifts Monday to Friday) the rates prescribed shall be: Ordinary time plus 50% for the first two (2) hours and double ordinary time rates thereafter.

Provided that where a job finishes after proceeding on shift work for more than five (5) consecutive days or the employee terminates his/her services during the week, he/she shall be paid at the rate specified in subclause 10.9.2 hereof for the time actually worked.

10.9.4 The ordinary hours of both afternoon and night shifts shall be eight (8) hours daily inclusive of meal breaks.

Where shift work comprises three (3) continuous and consecutive shifts of eight (8) hours each per day, a crib time of 20 minutes duration shall be allowed in each shift, and shall be paid for as though worked. Such crib time shall be in lieu of any other rest period or cessation of work, elsewhere prescribed by this Agreement. An employee shall be given at least 48 hours' notice of the requirements to work shift work.

10.9.5 For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime shall apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday, shall be regarded as a Friday shift.

10.9.6 All work paid in excess of shift hours, Monday to Friday, other than holidays shall be paid for at double time based on the ordinary rates of pay (excluding shift rates).

10.9.7 The provisions of this Agreement relating to hours (38-hour week) and leave shall apply to all employees working shift.

10.10 Public Holidays

10.10.1 An employee, other than a casual employee (as defined) shall be entitled to the following holidays without deduction of pay. Provided that if any other day be by a State Act of Parliament or State Proclamation substituted for any of the said

holidays, the day so substituted shall be observed, then such day shall be deemed to be a holiday for the purposes of this agreement, for holidays covered by this Agreement:

New Year's Day

Australia Day

Good Friday

Easter Monday

ANZAC Day

Queen's Birthday

Eight Hour Day or Labour Day

Christmas Day

Boxing Day

Newcastle Show Day or local show day as gazetted

Picnic Day – 1st Monday in December

10.10.2 Easter Saturday – only an employee who normally works ordinary time, not overtime, on Easter Saturday shall be entitled to an ordinary days pay if Easter Saturday is not worked and not otherwise. All employees shall be entitled to public holiday penalty rates if Easter Saturday is worked.

10.10.3 Where an additional or substitute public holiday is proclaimed the terms and conditions of 11.7.4 for public holidays shall apply.

10.10.4 Provided that:

10.10.4.1 An employer who terminates the employment of an employee except for reasons of misconduct or incompetency (proof of which shall lie upon the employer) shall pay the employee a day's ordinary wages of each holiday which falls within 10 consecutive days after the day of termination.

10.10.4.2 Where any two or more of the holidays prescribed in this Agreement occur within a 7 day span, such holidays shall for the purpose of this Agreement be a group of holidays. If the first day of the group holidays falls within 10 consecutive days after termination, the whole group shall be deemed to fall within the 10 consecutive days. Christmas Day, Boxing Day, and New Year's Day shall be regarded as a group.

10.10.4.3 No Employee shall be entitled to receive payment from more than one employer in respect of the same public holidays or group of holidays.

10.10.4.4 An employee who has worked as required by his employer the working day immediately before and the working day immediately after such a holiday or is absent with the permission of his employer or is absent with reasonable cause, shall be entitled to payment for the payment the public holiday. An absence arising by termination of employment shall be not be reasonable cause.

- 10.10.5 All employees shall, as far as practicable, be given and shall take Picnic Day and shall be paid therefore eight hours work at the rate of pay prescribed in Clause 9 of the this Agreement.
- 10.10.6 All work performed on any of the holidays prescribed in this clause or substituted in lieu thereof, shall be paid for at the rate of double time and a half (I.e. 2-1/2 times).
- 10.10.7 An employee required to work on a holiday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

11. Rest Periods, Crib Times and Meal Breaks

- 11.1 Employees will be entitled to a ten (10) minute meal break (without a deduction in pay) to be taken within the first 3 hours of commencing work on all days worked.
- 11.2 A lunch break of thirty (30) minutes (non-paid) will be taken between the hours of 12.00 noon and 1.00 pm.
- 11.3 When an employee is required to work overtime after the usual ceasing time for the day or shift for two hours or more, he/she shall be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such ceasing time and thereafter, after each four hours of continuous work, he/she shall be allowed to take also, without deduction of pay, a crib time of 30 minutes in duration. In the event of an employee remaining at work after the usual ceasing time without taking the crib time of 20 minutes and continuing at work for a period of two hours or more, he/she shall be regarded as having worked 20 minutes more than the time worked and be paid accordingly. Subject to further order this payment shall be at ordinary time for employees engaged on weekly hire.

For the purposes of this subclause "usual ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clauses 10.1 and 10.2.

Where shift work comprises three continuous and consecutive shifts of eight hours each per day inclusive of time worked for accrual purposes as prescribed in clause 10.9 a crib time of 20 minutes in duration shall be allowed without deduction of pay in each shift, such crib time being in each shift in lieu of any other rest period or cessation of work elsewhere prescribed by this Agreement.

11.4 Meal Allowance

An employee shall be entitled to be paid an allowance \$9.30 for each day where they are required to work 9.5 hours or more. This shall not apply to an employee who is receiving an allowance prescribed in clause 30 'working away from home'.

Should an employee be required to work for 10 hours or more they shall receive an allowance of \$17.90 in lieu of all applicable meals and crib allowances. Any requirements for the payment of taxation in this allowance shall be the responsibility of the employee.

An employee shall be entitled to the provision of this clause when employed on a job or construction work at such a distance from his usual place of residence that he cannot reasonably return to that place each night under the following conditions:

- a) the employee is not in receipt of relocation benefits through the Commonwealth Employment Service;
- b) the employee is maintaining a separate place of residence to which it is not reasonable to expect him/her to return each night; and
- c) the employee on being requested by the employer informs the employer, at the time of engagement, that he/she maintains a separate place of residence from the address recorded on the job application.

- 11.5 Employees engaged in the pouring, placing and finishing of concrete may be called upon to work for not more than 1 hour during recognised meal breaks without additional rates of pay, provided they receive equivalent meal time over the same shift. Meal breaks can be taken on a rolling basis to allow continuity in the paving operations.

12. Excess Fares

- 12.1 An Employee who resides more than 50 km from the site and who travels more than 50 km by road each way to and from the site each day shall be entitled to a minimum travel time payment of half an hour each day at ordinary rates. If the travelling time beyond the 50km is in excess of half an hour each day, the actual time travelled beyond the 50km shall be paid at ordinary rates in increments of 0.25 hours.

Provided that, if the employee uses their own private vehicle to travel to and from the site the employee shall be entitled to forty (\$0.40) cents per km for each km travelled in excess of 50 km.

Provided further, this payment shall not be made if the employer provides or offers to provide transport to and from site each day.

SECTION C - LEAVE ENTITLEMENTS

13. Sick Leave

- 13.1 An employee other than a casual employee as defined who is absent from his/her work on account of personal illness or on account of injury by accident, other than that covered by workers' compensation, shall be entitled sick leave subject to the following conditions and limitations:

- (a) He/she shall within 24 hours of the commencement of such absence inform their employer of his/her inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of his/her absence.
- (b) He/she shall prove to the satisfaction their employer that he/she 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 during his/her first year of employment with their employer shall be entitled to sick leave entitlement at the rate of one (1) day at the beginning of each of the first ten calendar months.

An employee who has completed one (1) year of continuous employment shall be credited with a further ten days sick leave entitlement at the beginning of each subsequent year on the anniversary of engagement.

- 13.2 Employees will be allowed a maximum of two (2) days sick leave without a medical certificate. All sick leave beyond 2 days will require a medical certificate for such leave to be paid. Their employer may agree to accept from the employee a statutory declaration, stating that the employee was unable to attend for duty on account of personal illness or injury in lieu of a medical certificate. Nothing in this subclause shall limit the employer's rights under Clause 13.1(b) hereof.
- 13.3 Sick leave shall accumulate from year to year so that any balance not used shall carry over to the following year. Sick leave may accumulate for a period not exceeding ten (10) years.
- 13.4 If an employee is terminated by an employer and is re-engaged by an employer within a period of six (6) months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.
- 13.5 In such a case the employee's next year of service will commence after a total of twelve months has been served from the date of re engagement.

14. Annual Leave

14.1 Period of Leave

- (a) Employees shall accrue annual leave at the rate of 1.667 days for every month worked.

Provided that where a rostered day off, as prescribed in Clauses 10.2 and 10.3 falls during the period Annual Leave is taken, payment of accrued entitlements for such day shall be made in addition to Annual Leave payments.

14.2 Method of Taking Leave

- (a) Where an entitlement to annual leave exists in accordance with Clause 14(1) such leave may be taken in such periods, and at such times as agreed between the employer and the employee.
- (b) Any request of annual leave (by the employee) shall not be unreasonably refused. In the event of lack of agreement between the parties the matter shall be referred to a Board of Reference.

14.3 Proportionate Leave on Termination

Where an employee has given five (5) working days or more continuous service (other than a casual employee), inclusive of any agreed day off, and he/she either leaves his/her employment or his/her employment is terminated by his/her employer he/she shall be paid any untaken annual leave as defined in clause 14.1.

14.4 Broken Service

Where an employee breaks his/her continuity of service by an absence from work without the permission of the employer, the amount of leave to which he/she would have been entitled under 14.1 and 14.3, shall be reduced by one-fortieth for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which one-twelfth of a week's pay for each week or part thereof during which any such absence occurs.

A reduction shall only be made in respect of any absence where the employer informs the employee in writing within fourteen (14) days of the absence.

14.5 Calculation of Continuous Service

The following shall be included as time worked for the purpose of calculation of continued service:

- (a) Illness or accident up to a maximum of four (4) weeks after expiration of paid sick leave;
- (b) Bereavement leave;
- (c) Jury Service;
- (d) injury received during the course of employment and up to a maximum of 26 weeks for which he/she received worker's compensation;
- (e) Where called up for military service for up to three (3) months in any qualifying period;
- (f) Long service leave;
- (g) Any reason satisfactory to your employer or in the event of a dispute to the appropriate Board of Reference.

14.6 Leave Payment

- (a) Payment for Period of Leave

Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue to him/her during the currency of leave.

(b) Annual Leave Loading

In addition to the payment prescribed in paragraph (a) hereof an employee shall receive during a period of annual leave a loading of 17.5% per cent calculated on the employees hourly rate as defined in Appendix A

(c) An Employee who is granted annual leave and receives payment subsequent to being transferred from the Construction Site to another work location, is entitled to receive the benefits of this Agreement in respect to the Employee's service on the Project.

14.7 Prohibition of Alternative Arrangements

An employer shall not make payment to an employee in lieu of his annual leave or any part thereof.

15. Other Leave

15.1 Jury Service

An employee required to attend for jury service shall be entitled to have his/her pay made up by his / her employer to equal his/her ordinary pay as for eight (8) hours per day plus fares whilst meeting this requirement. The employee shall give the employer proof of such attendance and the amount received in respect of such jury service.

15.2 Bereavement Leave

An employee shall on the death within Australia of a wife, husband, father, mother, brother, sister, child or step-child, mother-in-law, father-in-law, be entitled on notice to leave up to and including the day of the funeral of such relation, (or where made necessary because of travel arrangements, the day after the funeral) and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two (2) ordinary days of work.

Proof of such death shall be furnished by the employee to the satisfaction of his / her employer.

Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement of leave.

For the purposes of this clause the words "wife" and "husband" shall include a person who lives with the employee as a defacto wife or husband.

Provided further that, with the consent of the employer, which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement to be paid bereavement leave, be entitled to reasonable unpaid bereavement leave up to ten working days in respect of the death within Australia or overseas of a relation to whom the clause applies, and that any dispute as to the granting of unpaid bereavement leave will be resolved in accordance with the disputes procedure of this Agreement.

16. 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) and will be paid 7.6 hours ordinary wages only. Employees are required to provide the Picnic Ticket Butt in order to be paid.

17. Parental Leave

Employees will be entitled to Parental Leave in accordance with the *Industrial Relations Act*.

SECTION D - EMPLOYEE BENEFITS

18. Workers Compensation and Sickness Benefits

Your Employer will provide top-up insurance 24 hour 7 days a week accident cover with union approved industry scheme.

19. Superannuation

- 19.1 Each employer will contribute an amount of \$80.00 per week for each employee for each completed week of 38 ordinary hours. For weeks of less than 38 hours then the contribution will be 9% of the ordinary times earnings.
- 19.2 The payment will be made to a recognised industry scheme.
- 19.3 Should the legislation require a contribution greater than the amount nominated in 19.1 then the greater amount will apply.

20. Redundancy

- 20.1 Each employee will be entitled to receive a redundancy payment for each week (38 ordinary hours) of service of \$60.00 (paid to M.E.R.T. or any industry approved scheme). Should an employee not work 38 ordinary hours in a week they shall receive a pro-rata redundancy payment of \$1.58 for each hour worked.

The contribution will increase to \$70 per week on 1 November 2004 (\$1.84 per hour pro-rata) and to \$80 per week (\$2.10 per hour pro-rata).

SECTION E - ISSUE RESOLUTION

21. Inclement Weather

- 21.1 The parties will adopt a reasonable approach with respect to inclement weather procedures and what constitutes 'inclement weather'. The object is to minimise lost time due to inclement weather and the purpose of this Clause is to establish common procedures so that the welfare and safety of Employees is respected and work can continue in an orderly fashion during periods of inclement weather. Employees will accept transfers from an exposed work area to a work area not affected by inclement weather if useful work is available within the scope of the Employee's skill, competence and training.
- 21.2 During and after periods of inclement weather the Barclay Mowlem Project Manager, after consultation with the Safety Committee or employee safety representative, will determine any steps necessary to ensure that work can continue in a safe manner. In all cases, priority will be given to ensuring that a safe workplace is provided and safe systems of work are used. Nothing in this procedure will negate or contradict the rights of the safety committee under the terms of the *Occupational Health and Safety Act*.
- 21.3 Remaining on Site

Where, because of wet weather, the employees are prevented from working:

- (i) For more than an accumulated total of four (4) hours of ordinary time in any one day; or
- (ii) After the meal break, as provided in clause 14, for more than an accumulated total of 50% of the normal afternoon work time: or
- (iii) During the final two hours of the normal work day for more than an accumulated total of one hour, the employer shall not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances.

Provided that where, by agreement between, the employer and / or his / her representative and the employees' representative the persons remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the employees hours.

Provided further that wet time occurring during overtime shall not be taken into account for the purposes of this sub-clause.

21.4 Rain at starting time

Where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall not be required to go to work in a dry area or to be transferred to another site unless:

- (1) The rain stops; or
- (2) A covered walkway has been provided; or
- (3) The sheds are under cover and employees can get to the dry area without going through the rain; or
- (4) Adequate protection is provided. Protection shall, where necessary, be provided for the employee's tools.

Provided that, for the purposes of this clause, a "dry area" shall mean a work location that has not become saturated by rain or where water would not drip on the employees.

Consistent with the provisions of this Agreement, employees are not to leave the job without the approval of the Project Manager.

22. Dispute Prevention Procedures

- 22.1 The Parties to this Agreement agree to facilitate the constructive and speedy resolution of any issue of concern at the workplace and recognise that this commitment is critical to maintaining harmonious relations between Barclay Mowlem and its Employees and to ensure that the Client and Barclay Mowlem achieve the completion of the job within the specified time and cost.
- 22.2 If an Employee has a grievance arising out of his or her employment with the employer, the Employee may notify the Supervisor of the substance of the grievance, request a meeting with that person and state the remedy sought. The Employee may request an Employee member of the consultative Committee to be present at the meeting.
- 22.3 If the matter is not resolved by the Supervisor, the Employee may request that the Supervisor refer the grievance to the Project Manager. Where appropriate or deemed necessary, the Employee may elect to seek the assistance of his/her workplace delegate and designated area Union organiser.
- 22.4 If the matter is still not resolved, the Employee may request the Project Manager to refer the grievance to the State Manager and the relevant Union Secretary or nominee.
- 22.5 If the above process does not resolve the grievance either of the parties may refer the grievance to the NSW Industrial Relations Commission for determination, whose determination shall be binding on the Parties.
- 22.6 Whilst the above procedures are being carried out, work will continue as it did prior to the grievance arising. Neither party shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.

23. Procedure for Settling Disagreements Over Safety Issues

23.1 Where a safety problem exists, work shall cease only in the affected area. Work shall continue elsewhere unless access to safe working areas is unsafe. However, any problem of access shall be immediately rectified and employees/workers will use any alternate safe access to such safe working areas while the usual access is being rectified.

23.2 Should a particular project be in dispute on the basis that the whole project is thought to be unsafe, the following procedures shall apply:-

Employees shall not leave the site.

Immediate inspection of the project involving both Barclay Mowlem and Employee representatives of the site Safety Committee shall take place.

Barclay Mowlem will nominate in consultation with the Safety Committee the order of priority the work areas to be inspected by the Safety Committee.

The inspection shall identify the safety rectification work needed to take place in each work zone.

As zones are agreed for rectification, all employees/workers who can be gainfully employed shall immediately commence rectification works.

Upon verification that such rectification has been completed, productive work will resume. Such resumption of work shall take place progressively as each work area has been cleared.

Should any dispute arise then the Project Manager will immediately call a Work Cover Inspector to assist on the procedures required for rectification.

24. Employee Warnings

24.1 Where a misdemeanour occurs, the employee will be given a verbal warning (first warning) by management in the presence of an employee representative of the Consultative Committee, or a union delegate.

24.2 If, after the first warning, the problem continues the employee will be given a written warning (second warning) detailing the behaviour which need to be improved or changed.

24.3 After receiving this warning, if the employee repeats the event or behaviour within a period of three (3) months, then the employee will be terminated.

24.4 If during the above three (3) month period the employee does not repeat the behaviour which produced the need for the final warning, the final warning advice becomes null and void and cannot be considered grounds for termination.

24.5 The above procedure shall not be adopted in cases of summary dismissal.

SECTION F - MISCELLANEOUS

25. Time Records

25.1 Employers shall keep a record of the following:

- (a) The name of each employee and his/her classification and rate of pay.
- (b) The hours worked each day.
- (c) The gross amount of wages and allowances paid.

- (d) The amount of each deduction made and the nature thereof.
- (e) The net amount of wages and allowances paid.
- (f) The Workers Compensation Policy or other satisfactory proof of insurance such as a renewal certificate.
- (g) Any details of taxation deductions and remittances to the Australian Taxation Office, including those payments made as PAYE Tax, whether under a Group Employer's Scheme or not.
- (h) A certificate or other documentation from the State Long Service Leave Board or Authority which will confirm the employer's registration, the date of the last payment, and the period for which that payment applies (where such documentation is available under State Legislation).
- (i) Superannuation and Redundancy Scheme contributions.
- (j) Employees 24 hour sickness and accident policy.

25.2 All records and documentation referred to in the above clause, or copies thereof, shall be available for inspection by a duly accredited official of an organisation bound by this agreement in accordance with the terms of *NSW Industrial Relations Act*.

26. Working Away from Home

26.1 Entitlement

26.1.1 The employer shall provided a distant worker with reasonable board and lodging at no cost to the employee or pay the living away form home allowance contained in the contractor's parent Agreement when employed on the construction site at such distance from the employee's usual place of residence that the employee cannot reasonably return each night.

It shall be considered impractical where the distance travelled exceeds 100klm (by the shortest practical route) from the project to the usual place of residence.

An employee who works until or beyond 6pm (E.S.T) or (7pm Daylight Saving Time) and who resides between 50klm and 100klm shall be provided with reasonable board and lodging (or 1/7th of the L.A.F.H.A) for those such days.

26.1.2 The employer shall provide an itinerant worker acceptable board and lodging at reasonable cost – (caravan allowance of \$147.00 per week or \$21.00 per day or the cost of the caravan site whichever is the greater).

26.2 Procedure

26.2.1 The employer shall advise applicants in writing for employment of their entitlement under this clause at the time of the interview.

26.2.2 The employer shall determine whether the employee is correctly defined as a "distant worker", "itinerant worker" or "local worker". The appropriate definition shall be shown on the employer's records when the employee completes the (Application Form – refer Appendix D) made at the pre employment interview.

26.2.3 An employer shall not, under any circumstances, attempt to persuade or induce applicants for employment to provide a local address as the usual place of residence in an effort to avoid the employer's obligations under this clause.

26.3 Disputes

Disputes, arising from application of this clause will be subject to resolution in accordance with Clause 22 herein. In the event of a dispute all relevant documentation will be made available to the Tribunal dealing with this matter.

27. Protective Clothing

27.1 Mandatory Equipment

All employees engaged to work on site will be supplied with appropriate safety footwear and safety helmets before commencing work on a project.

These items must be worn at all times as instructed during the site induction process. Helmets must not be painted, drilled or modified in any way. Damaged and/ or worn footwear and helmets will be replaced on a fair wear and tear basis.

27.2 Job - Related Equipment

The Company will supply the following protective equipment/materials for use on specific work tasks:

Factor 30+ protective sun screen;

Hearing protection;

Eye protection;

Gloves;

Safety harnesses;

Gumboots;

Hat Brims;

Dust Masks

In addition, one (1) pair of UV-rated safety glasses which conform to AS 1337 will be provided to employees who are required to work on reflective surfaces outdoors. Glasses will be replaced on a fair wear and tear basis.

27.3 Clothing Issue

Australian-made protective clothing will be available to all employees at the completion of 152 hours period with the project. The protective clothing will be:

1. 2 shirts and 2 pairs of trousers; or
2. 2 shirts and 2 pairs of shorts; or
3. 2 shirts and 2 pairs of bib and brace overalls

Plus 1 warm water resistant jacket. Electricians will be issued with a wool jacket in lieu there of.

These jackets will be issued to those employees who have an entitlement and are employed between the months of May and September.

28. Employee Representative

- 28.1 An employee elected as an Employee Representative shall be recognised as the accredited representative of the employees on the project and be allowed all necessary time during working hours to attend and submit to their employer, matters affecting the employees he/she represents. Provided that the foregoing does not relieve the Employee Representative of the obligation imposed upon him/her by his/her employer.
- 28.2 Prior to termination or transfer of any employee representative two (2) days notice shall be given to any Employee Representative and the union if the Representative is a member of the union. Payment in lieu of notice shall not be given. In the event of the union disputing the decision of Management to transfer or terminate the Employee Representative or terminate his/her service the matter shall be resolved in accordance with the Disputes Settlement procedure of this Agreement.

29. Mixed Functions

An employee engaged for more than 2 hours during one day on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day. If for 2 hours or less during one day, he/she shall be paid the higher rate for the time so worked.

30. Trade Union Training

- 30.1 Subject to all qualifications in this clause, an employee appointed or elected as an Employee Representative of a union, (party to this agreement) to which he/she belongs shall, upon application in writing to the employer, be granted up to five (5) days non-cumulative leave with pay each calendar year to attend courses conducted or approved by the Australian Trade Union Training Authority.
- 30.2 The following scale shall apply:

No. of employees covered by this agreement	Max. no of employee representatives to attend per year	Max no .of days permitted per year
up to 15	1	5
16-30	2	10
31-50	3	15
51-100	4	20
101 and over	5	25

- 30.3 the Application for Leave Shall be Given to the Employer at Least Six (6) Weeks in Advance of the Date of Commencement of the Course. the Application for Leave Shall Provide the Following Details:
- (i) The name of the employee seeking the leave.
 - (ii) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
 - (iii) The title, general description and structure of the course to be attended and the location of where the course is to be conducted.
- 30.4 The employer shall advise the union within seven (7) clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.
- 30.5 The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.
- 30.6 An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant Agreement classification rate plus

supplementary payments, shift work loadings where relevant plus productivity target payments where applicable.

- 30.7 Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with an employee's day off in the 19-day month work cycle or with any concessional leave.
- 30.8 An employee on request by Barclay Mowlem shall provide proof of their attendance at all times within seven (7) days. If an employee fails to provide such proof, the employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the employee.
- 30.9 Where an employee is sick during a period when leave pursuant to this clause has been granted, proof of attendance at the course is not required for that period and the employee shall receive payment, if entitled under the provisions of Clause 13 of this Agreement.
- 30.10 Any dispute as to any aspect of the operation of this clause shall be resolved in accordance with the dispute settlement procedure of this Agreement.

31. Compensation for Clothes and Tools

- (1) An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoiled by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered by him/her as may be agreed upon between him/her and his/her employer or, in default of agreement, as may be resolved in accordance with the disputes settlement procedure.
- (2)
- (a) An employee shall be reimbursed by their employer to a maximum of \$1,087.00, for loss of tools or clothes caused by fire or breaking and entering whilst securely stored at their employer's direction in a room or building or they are lost or stolen while being transported by the employee at their employer's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.
- Provided that an employee transporting his/her own tools shall take all reasonable care to protect those tools and prevent theft or loss.
- (b) Where an employee is absent from work because of illness or accident and has advised their employer in accordance with clause 26 – Sick Leave, their employer shall ensure that the employee's tools are securely stored during his absence.
- (3) When their employer requires an employee to wear spectacles with toughened glass lenses their employer will pay the cost of the toughening process.
- (4) Provided that for the purposes of this clause:
- (a) Only tools used by the employee in the course of his employment shall be covered by this clause.
- (b) The employee shall, if requested to so, furnish their employer with a list of tools so used.
- (c) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.
- (d) The employee shall report any theft to the police prior to making a claim on their employer for replacement of stolen tools.

32. Anti - Discrimination

- (1) It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This

includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable step 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 term or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or any make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party tot his Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in the 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 o the adherents of that religion.”
- (6) These orders shall operate on and from today until further order of the Commission.

33. Meetings of Employees to Discuss Agreement & Related Issues

One hour per month shall be allowed to employees, during ordinary working time to discuss matters related to the operation of this Agreement and/or other related issues, including matters relating to the employee’s union. This meeting shall commence as near as practicable one hour prior to the normal lunch break observed by the majority of contractors employees engaged on the project site on a day agreed between the Project Manager and employee representatives engaged on the Project Site. Once established, no alteration is to be made to the scheduled date unless otherwise agreed.

Such meetings shall only proceed where a party to this Agreement with members on site confirms to the Project Manager their desire to conduct a meeting at least two (2) days prior to the scheduled date.

Any time lost during ordinary working hours by attendance at unauthorised meetings shall not be paid and shall be deducted against the one-hour allowance.

34. Union Membership

To the extent that the appropriate legislation permits, contractors and sub-contractors shall give favourable consideration to the employment of financial members of the appropriate union respondent to this Agreement.

Union membership shall not of itself in any way limit the operation of Clause 9 of the Agreement with respect to the duties of any employee.

35. No Extra Claims Commitment

No claims for wages and conditions in excess of this Agreement during its period of operation will be made.

36. On Site Register

The Project Manager will require that all contracts with Contractors include the following terms and conditions:

- (a) That all sub-contractors shall in writing, and
- (b) That this Agreement shall form part of the conditions of such contracts, and bind all such contractors and sub-contractors, and
- (c) That sub-contractors will be required to meet all statutory, Agreement and legal obligations for their employees.
- (d) That there shall be no 'pyramid subcontracting, all in payments, or cash in hand'. Should any suspected deviation from the foregoing be found exist, the union concerned will notify the contractor and the Project Manager immediately for investigation. If found to be correct, such deviation will be stopped immediately, rectified and all and statutory entitlements shall be paid.

The Project Manager shall instruct each contractor to keep, on site a register containing information of every employer and employee engaged on the site. Each contractor shall supply a copy to the Project Manager. The Register shall contain the following.

36.1 From employees;

Prior to commencing work on site employees must provide and certify as correct to their employer, who will provide to the Project Manager, the following information:

- (a) Name and address of Employee
- (b) Classification and Certificate details
- (c) Induction date
- (d) Start Date on Construction Site
- (e) Union and ticket number (where applicable and if voluntarily provided)
- (f) Superannuation scheme name and employee number
- (g) Long Service Leave Number
- (h) CTAS Number

Failure to comply with this clause may result in employees being removed from the Project.

36.2 From employers;

Prior to commencing work on site employers must provide and certify as correct and current the following information to the Project Manager:

- (a) Registered business name and address of employer and CAN number
- (b) Workers Compensation Policy Number, Underwriter and Currency Certificate

- (c) Public Liability Policy Number, Underwriter and Currency Certificate
- (d) Superannuation Fund Name and employer number
- (e) Long Service Leave employer number
- (f) Redundancy, Trust name and employer number
- (g) Travel and / or living away from home declaration
- (h) CTAS Number
- (i) Union and union number where applicable

Failure to comply with this clause may result in persons being removed from the Project.

37. Definitions

“Agreement” means The Barclay Mowlem Engineering Construction Group (NSW) HUNTER VALLEY MINOR WORKS Agreement, 2003-2006

“Base Date” means the date of signing of this Agreement.

“Caravan allowance” means the allowance provided where an employee resides in a caravan because it is impractical for the employee to return from the project to their usual place of residence.

“Casual Employee” means an employee engaged for a period of not exceeding six (6) weeks (exclusive of overtime). Such employees will be paid a 25% loading in lieu of annual leave, sick leave and Public Holidays.

“Client” means a third party with which Barclay Mowlem contracts.

“Consultative Committee” means the Project Consultative Committee, where applicable.

“Distant Work” means working at a location where it is impractical to return daily to your usual place of residence as outlined in Clause 26.1.1 of this Agreement.

“Electrical Certificate” is an Electrical Mechanics Certificate issued by the Electrical Workers’ and Contractors Board, or its equivalent, as a result of additional responsibilities by an employee for testing and connecting their own work.

The additional skills payment shall not apply in whole or in part to any person, until that person completes an apprenticeship or other equivalent training course.

“Electrical instrument fitter” means a tradesperson, not necessarily an electrical fitter, who is required to design, test and / or repair and maintain electrical and / or electro-pneumatic measuring and or recording appliances and / or scientific instruments, electrical instruments.

“Electrician Special Class” shall mean an employee holding an electrical licence, who is engaged on complex and / or intricate circuitry, the performance of which work requires the use of “additional knowledge” as defined.

For the purpose of this definition “additional knowledge” means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the employee by virtue of their:

- (a) having had not less than two years on the job experience as a tradesperson working mainly in such complex and / or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable;

and

- (b) having, by virtue of either the satisfactory completion of a prescribed post-trade course in industrial electronics or the achievement of a comparable standard of knowledge by other means including the on the job experience referred to in provision (a) hereof, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the employee to examine, diagnose and modify systems comprising inter-connected circuits.

For the purpose of this definition the following courses are deemed to be prescribed post-trade courses in industrial electronics:

- (i) Industrial Electronics (Course “C”) of the Department of Education, Queensland
- (ii) Post Trade Industrial Electronics Course of the NSW Department of Technical Education:
- (ii) The Industrial Electronics Course (Grades 1 & 2) as approved by the Education Department of Victoria
- (iii) The Industrial Electronics Course of the South Australian School of Electrical Technology;
- (iv) The Industrial Electronics Course of the Technical Education Department of Tasmania;
- (v) The Certificate in Industrial Electronics of the Technical Education Division of the Western Australian Educational Department.

“Electronics Tradesperson” means an electrical tradesperson who is engaged in applying his/ her knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and / or analogue control systems using integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out his / her tasks.

To be classified as an electronics tradesperson, a tradesperson must have at least three (3) years on the job experience as a tradesperson in electronic systems utilising integrates circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least two (2) years’ part time study.

In addition, to be classified as an electronics tradesperson, a tradesperson must be capable of:

- (a) maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.
- (b) Working under minimum supervision and technical guidance
- (c) Providing technical guidance within the scope of the work described in this definition
- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

“Employees” means persons engaged on wages by Barclay Mowlem or other Project Contractors who are members or eligible to become members of the Signatory Unions to this agreement.

“Engineering Construction Group (NSW)” is a separate business unit within Barclay Mowlem.

“Instruments” involving installing, (including the installing of inter connecting instrumentation wiring, not prohibited by the *Electricity Act* 1976 – 1990 or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.

An employee at this level will have completed an apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation

and can apply that knowledge and understanding to the tasks assigned by the Employer. The required knowledge and understanding would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent or by at least 12 months on the job experience performing instrument work.

“Instruments – Complex Systems” Means an employee who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and / or analogue control systems utilising integrated circuits.

To be classified at this level an employee will have:

- (a) Had a minimum of two years on the job experience working predominant on complex and / or intricate instruments and instrument systems, as will enable them to perform such work under minimum supervision and technical guidance; and
- (b) Satisfactorily completed an appropriate posttrade course equivalent to at least two years part time study or has achieved to the satisfaction of the employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (a) above.

“Instrumentation and Controls” means an employee working mainly at a level defined as Instruments Complex Systems and who is mainly engaged in applying skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and / or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the employee is required to perform tasks. To be classified at this level an employee must have at least three years relevant on the job experience – 12 months of which must have satisfactorily completed a related post-trades course equivalent to at least two years part time study.

In addition, to be classified at this level, a employee must be required as part of their duties to:

- (a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment;
- (b) Work under minimum supervision and technical guidance;
- (c) Provide technical guidance to other employees or to management within the scope of the work described in this definition; and / or
- (d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

“Itinerant Worker” means an employee with no fixed address.

“Local Worker” means an employee whose usual place of residence is within the local area, in accordance with clause 27.1.1 and where clauses 27.2.1 and 27.2.2 do not apply.

“Living Away from Home Allowance” means an allowance payable weekly. Such allowance shall not be wages, provided that in the case of broken parts of a week occurring at the beginning or end of employment, the allowance shall be divisible by, seven (7).

“Management” means staff persons engaged by Barclay Mowlem.

“Mechanical Tradesperson – Special Class” means a mechanical tradesperson who is mainly engaged in any combination of installing, repairing and maintaining, testing, modifying, commissioning or fault finding on complex machinery and equipment which utilises hydraulic and / or pneumatic principles and who, in the course of such work, is required to read and understand hydraulic and / or pneumatic circuitry which controls fluid power systems.

To be classified as Mechanical Tradesperson – Special Class a tradesperson will have:

- (a) Had minimum of two (2) years on the job experience working predominantly on fluid power systems as will enable the tradesperson to perform such work under minimum supervision and technical guidance and
- (b) Satisfactory completed a prescribed post trades course or the achievement, to the satisfaction of the employer of a comparable standard of skill and knowledge by other means including in-plant training or on the job experience referred to in (a) above.

For the purpose of this definition:

- (aa) “mainly engaged” means regularly over a period or intermittently during a week;

“Minor Works” shall mean construction works with a contract value not exceeding \$5 million.

“Parties” means the Parties to this Agreement.

“Project RDO Schedule” means a schedule of dates which may vary from time to time on which AMW Project will take RDO’S.

“Plant” includes rollers, screen plants, off highway earthmoving plant, pugmills, concrete pumps, crushers, forklifts, trenchers, water carts, backhoes, F.E.L. cranes, concrete pavers.

“Reasonable board and lodging” means lodging in a well kept establishment with three (3) adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating and with hot and cold running water, in either a single room or twin room if a single room is not available.

“Special Class Welding” Welding to the satisfaction of the Division of Workplace Health and Safety to the requirements of any of the following; As 1796 Certificate 1-9 and who is engaged on work requiring such qualification.

“Tested Welding” Welding to the standard of the qualification lists specified by the manufacturer of the relevant machinery, such tests generally being in accordance with the standards, nominated by such manufacturer, and who is engaged on work requiring such qualification.

“Unions” means those unions who are signatories to this agreement. [Australian Workers Union Newcastle, Central Coast and Northern Regions (A.W.U), Electrical Trades Union of Australia – NSW Branch, Australian Manufacturing Workers Union (A.M.W.U)]

“Usual Place of Residence”

- (a) The employee shall provide on the application for employment form their usual place of residence. This address will determine the employee’s applicability under this clause.
- (b) The employee’s usual place of residence and not the place of employment shall determine the applicability of this clause.
- (c) An employee shall notify the employer in writing of any subsequent change to his usual place of residence. No subsequent change to an employee’s usual place of residence shall entitle an employee to the provisions of this Clause, unless the employer agrees.

“R.T.O” means Registered Training Organisation

“T.A.F.E” means Technical and Further Education

38. Signatory Page

Signed: _____ Witness: _____

K. Maher
On behalf of the A.W.U

Date: 01 / 03 / 2004

Signed: _____ Witness: _____

T Ayres
On behalf of the A.M.W.U

Date: 20 / 04 / 04

Signed: _____ Witness: _____

B. Riordan
On behalf of the Electrical Trade Union of Australia NSW Branch

Date: 25 / 03 / 04

Signed: _____ Witness: _____

D. Hukins
On behalf of the Barclay Mowlem Construction Limited

Date: 19 / 01 / 04

APPENDIX A - WAGE RATES AND DATE OF APPLICATION

Rates of pay

Group	AA	A	B	C	D	E
Current	\$21.00	\$20.00	\$19.40	\$19.00	\$18.20	\$17.60
1/10/2004	\$21.84	\$20.80	\$20.18	\$19.76	\$18.93	\$18.30
1/10/2005	\$22.71	\$21.63	\$20.98	\$20.55	\$19.69	\$19.04

Group AA

Mechanical Tradesperson – Special Class

Mobile Cranes over 70 tonnes (add 5c per hour for every 5 tonnes in excess of 90 tonnes).

Welder Special Class

Operator of Tractor from 370kw (500hp) up to but not exceeding 450kw (600hp)

Dragline / Shovel Excavator from 3.0 cubic metres

Dumper from 100 tonnes struck capacity

Loader front end and overhead, from 370kw (500hp) up to but not exceeding 450kw (600hp)

Side Boom / Pipe Layer from 220kw (295hp)

Operator of Tractor from 450kw (600hp)

Tower crane

Group A – 100%

All Tradespersons, including Mechanical Tradespersons

Welder Tested

Crane Operator lifting capacity 40 tonnes but not exceeding 70 tonnes.
Operator of Tractor from 48kw (65hp) up to but not exceeding 370kw (295hp)
Loader front end and overhead from 48kw up to but not exceeding 370kw (500hp)
Dragline / Shovel / Excavator up to 3.0 cubic metres capacity
Dumper up to but not exceeding 100 tonnes
Grader
Compactor from 48kw (65hp)
Skid Steer Tractor from 48kw (65hp)
Forklift from 48kw (65hp) up to but not exceeding 95kw (130hp)
Floating Crane over but not exceeding 20 tonnes
Other Cranes over 15 tonnes and not exceeding 20 tonnes
Excavator hydraulic telescopic boom type
Forklift from 95kw (130hp) up to but not exceeding 220kw (295hp)
Side Boom / Pipe Layer not exceeding 220kw (295hp)

In addition to performing any duties within group A (subject to capability), employees in this Group will perform any of the duties of Group E, D, C or B provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

Group B – 97%

Concrete Pump Operator
Batch Plant Operator / Weigher and Batcher
Greaser – field service truck
Cable joiner
Mobile Crane Operator lifting capacity up to 40 tonnes.
Operator of Tractor up to but not exceeding 48kw (65hp)
Skid Steer Tractor up to but not exceeding 48kw (65hp)
Compactor up to but not exceeding 48kw (65hp)
Forklift up to but not exceeding 48kw (65hp)
Mobile Crane up to but not exceeding 10 tonnes
Floating Crane up to but not exceeding 10 tonnes
Other Crane over 5 tonnes and not exceeding 15 tonnes
Road Roller
Road Sealing and Surfacing Plant

In addition to performing any duties within Group B (subject to capability), employees in this Group will perform any of the duties of Group E, D or C, provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

Group C – 95%

Bituminous Spray Operators
Rigger
Steelfixer / Concrete Finisher
Sheet metal Worker – 2nd class
Dogman / Crane Chaser
Scaffolder
Driller Operator – shot drilling machine

Driller's Assistant
Transport Workers, Grade 1, 2 and 3
Powder Monkeys
Mechanical Plant Operators Group A as follows:
Air Compressor Operators
Electric Motor Attendants
All winch Drivers
Service People
Operators of other cranes £ 5 tonnes
Rail Worker grade 3

In addition to performing any duties within Group C (subject to capability), employees in this Group will perform any of the duties of Group E, or D, provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

Group D – 91%

Storeperson
Concrete Formwork Stripper
Jackhammer Man
Crane Chasers (engaged in loading and unloading and/or on work associated with storage areas)
Laboratory Labourers
Concrete Cutter
Dump Cart Operator
Rail Worker Grade 2
Lagger

In addition to performing any duties within Group D (subject to capability), employees in this Group will perform any of the duties of Group E provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

Group E – 88%

Tradesmen's Assistants
Survey Field Hands
General Labourer
Turfig, Cutting, laying Labourer
Dresser and Grinder
Cold Saw Operator
Storesperson
Rail Worker Grade 1

Employees in this Group will perform any of the duties of Group E provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

Other classifications of labour may be included in this Clause following discussions and agreement between the appropriate parties to this Agreement.

The rates of pay set out in this Appendix (A) are inclusive of amounts in lieu of over Agreement payments, Industry Allowance, Construction Allowance, Fares and travelling (excluding excess fares where applicable) and Site Disability payments such as space, height, dirt, etc, Agreement special rates such as confined space, wet work, etc follow the job loadings, compensation for travel pattern mobility requirements, etc., inclement weather, wind, dust, etc., but exclude those allowances contained separately under this Agreement.

APPENDIX B - CONSULTATIVE COMMITTEE CONSTITUTION

1. Name

The Committee will be known as the Project Consultative Committee

2. Objectives

The objectives of the Consultative Committee are:

- i) To implement the Enterprise Agreement for Barclay Mowlem Resource Engineering Group.
- ii) To maximise the involvement of all Barclay Mowlem Resource Engineering Group employees and management in implementing the Agreement.
- iii) To monitor the Agreement so that it improves the competitiveness and quality performance of Barclay Mowlem Resource Engineering Group and delivers improved benefits to its workforce.

3. Reporting Requirements

All Consultative Committee members are required to communicate and consult with the workforce and management and to canvass opinions and suggestions to ensure full participation and commitment.

4. Structure

4.1 The membership of the Committee will be made up of:

- (a) Up to three (3) employees' representatives elected from a cross section of the project. Each employee representative shall nominate a proxy to attend when they are not available.
- (b) Up to three (3) management representatives.

4.2 All decisions of the Committee will be reached by consensus.

5. Office bearers and Their Role

5.1 Chairperson

The chairperson shall be a member of the Committee and shall have the same voting rights as other Committee members. The position of Chairperson will rotate every meeting between management and an employee representative by agreement of the Committee.

5.1.2 Chairperson's duties are:

- (a) To be familiar with the agenda and come to the meeting prepared.
- (b) To liaise with the Committee Secretary in preparing for the meeting.
- (c) To open the meeting and follow the agenda.

- (d) To maintain meeting order by encouraging participation and leading the meeting.
- (e) To ensure that if the previous minutes require amendments prior to their confirmation that these alterations are made prior to signing the minutes.
- (f) To allow all members of the Committee to put their point of view.
- (g) To close the meeting and make known the date, time and place of next meeting.
- (h) To liaise with the Secretary after the meeting and prepare the minutes of the meeting.

5.2 Secretary

A secretary shall be allocated to the Committee to:

- (a) draw up and issue agendas
- (b) record minutes of meetings and distribute them
- (c) receive and record correspondence
- (d) arrange typing and photocopying services

6. Meetings

Meetings shall be held as frequently as decided necessary by the Committee or when specially convened by the Chairperson.

7. Quorum

The quorum shall be four (4) members of the Consultative Committee.

8. Agenda

The agenda is to be prepared and distributed by the Secretary to all Committee members at least five (5) working days prior to meetings. Any Committee member may submit agenda items.

Issues of importance, but not noted on the finalised agenda, can be raised at the meeting and discussed at the meeting by agreement of the Committee.

9. Recording of Minutes

Minutes shall be circulated to Committee members for verification prior to posting on the notice boards. Every effort shall be made to have the minutes publicised within ten (10) working days of the meetings. The minutes shall include:

- (a) attendance at the meeting
- (b) summary of issues discussed
- (c) decisions made, the time frame for implementation of decisions and who is responsible for acting on the decision
- (d) time frame for consideration of deferred decisions
- (e) all those in attendance agree to respect the confidentiality of commercially sensitive information disclosed at the meeting.

APPENDIX C - DRUG AND ALCOHOL POLICY

ENGINEERING GROUP – ALCOHOL AND OTHER DRUGS POLICY

The Management of Barclay Mowlem Construction Ltd’s (BMCL) Engineering Group is committed to their duty of care by:

Protecting the health, safety and welfare of all employees from injuries and disabilities resulting from the use of alcohol or other drugs.

Providing employees with information/training on the effects of alcohol and other drugs.

Prohibiting Subcontractors, agents, employees or visitors from consuming, using, selling, giving or otherwise disposing of any alcoholic liquor or drugs or be under the influence of the same whilst at a BMCL Engineering Group site, or at a site that personnel are attending on BMCL’s behalf.

Prohibiting employees from carrying out work at BMCL worksites or other such places where BMCL may be contracted to perform work which will include operating plant and equipment when the employees have a blood alcohol content in excess of 0.02g / 100ml of blood.

Providing Alcohol and Other Drugs screening programs as part of the pre-employment medical criteria with ongoing screening to monitor conformance.

Providing resources to allow for the testing of all project personnel where appropriate

The procedures developed to support this policy include provisions designed to protect the privacy and confidentiality of all personnel with the aim of respecting the rights of the personnel at all times.

D. Hukins
General Manager
Engineering Group

APPENDIX D – EMPLOYMENT APPLICATION FORM

APPLICATION FOR EMPLOYMENT	
PAYROLL No. :	
Page 1 of 4	
Position Applied for : _____	Location / Project : _____
PERSONAL DETAILS	
Surname : _____	Given Name/s : _____
Permanent Address : _____	
P/Code: _____ Ph. No.: _____	
Current Address : _____	
P/Code: _____ Ph. No.: _____	
Date of Birth: _____	Are you Available for Transfer: Within Aust.: <input type="checkbox"/> o/s: <input type="checkbox"/> Sex M <input type="checkbox"/> F <input type="checkbox"/>
Emergency Contact:	
Name : _____	Relationship _____
Address : _____	
Ph. No: (B) _____ Ph. No.: (P) _____	
EDUCATION / MEMBERSHIPS (Attach copy of certificates)	

Secondary / Technical / University	
Where / Institution	Standard Attained
Further Education / Courses Completed (Attach copy of certificates)	
The Employee Is: -	
· Local Employee (resides within 100klm by the shortest route of the project)	ÿ
· Distant Worker (usual place of residence is 100klm or more by the shortest route away from the project)	ÿ
· Itinerant Worker (no fixed address)	ÿ
Procedure Ref.: P 0804	

APPLICATION FOR EMPLOYMENT						
						Page 2 of 4
PREVIOUS EMPLOYMENT HISTORY (Last position first)						
Employer's Name	Location of Job	Position Held	From	To	Contact	Phone
(Copy of references should be supplied with this application where available)						
OTHER QUALIFICATIONS: (Copy of permits, tickets and licences to be attached)						
Type: _____	Class: _____	Number: _____	Expiry Date: _____			
Type: _____	Class: _____	Number: _____	Expiry Date: _____			
Driver's Licence	State: _____	Class: _____	No.: _____	Expiry Date: _____		
First Aid Certificate		Class: _____	No.: _____	Expiry Date: _____		
Operator's licence/Permit	Type: _____	Class: _____	No.: _____	Expiry Date: _____		
<i>(This information MUST be completed for employee requiring trade or other licences in performance of their duties)</i>						
Union Membership	Union: _____	No.: _____	Expiry Date: _____			
If not a Union member, are you prepared to join?			Yes ÿ	No ÿ		
Industry Superannuation	No.:	Name of Scheme:				
Industry Redundancy (if applicable)	No.:	Name of Scheme:				
Portable Long Service Scheme No:						
<i>(If not a member of the above schemes and they are applicable, please attach membership application forms)</i>						
GENERAL QUESTIONS						
Are you prepared to:		Yes ÿ				No ÿ
Work reasonable overtime?		Yes ÿ				No ÿ
Work at heights?		Yes ÿ				No ÿ
Work shift work on short notice when required?		Yes ÿ				No ÿ
Work in heat?		Yes ÿ				No ÿ
Work in confined spaces?		Yes ÿ				No ÿ
Undergo a medical examination at the Company's expense?		Yes ÿ				No ÿ
Wear personal protective equipment?		Yes ÿ				No ÿ

(Safety Helmet, Footwear, Safety Glasses or Other Appropriate Safety Apparel) Take responsibility for tools and equipment issued to you for the purpose of doing your work and ensure they are maintained in good order and condition and returned at the end of the job?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have you attended a General Safety Induction Course within the Construction and Building Industry? If Yes, state with whom you were employed and when and where induction took place (attach copy of card)		
If Offered Employment, when could you commence? _____		

APPLICATION FOR EMPLOYMENT
Page 3 of 4

WORKERS COMPENSATION			
Have you ever been on workers' compensation?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If Yes, please fill in the details:			
Nature of Injury/Impairment or Disability	Date of Injury	Employer's Name (if applicable)	Period of Incapacity

BANKING DETAILS:	
(Bank details are not required unless employment application is successful.)	
I hereby authorise that if my application is successful my pay be banked each pay period to:- Name of Bank: _____ *Branch:(Location) _____ *B.S.B. (branch) No.: _____ Account No.: _____ Account in the Name of: _____	
Banking details verified with appropriate institution: Yes <input type="checkbox"/>	
Wages cannot be processed until Superannuation and bank details are confirmed (Where the account is with a financial institution other than the ANZ, the Company cannot guarantee that your wages will be credited to your account on pay day, due to normal delays involved in inter bank funds transfer. All funds will be available by 7am the following morning. Small Credit Unions may face up to an extra 2 days delay.)	

DECLARATION AND ACCEPTANCE OF CONDITIONS	
In the event that my application is successful I understand and accept that my employment is not subject to any guaranteed minimum in respect of wages or duration, other than that provided in the applicable Agreement, Site Agreement or Contract. I agree to undertake any induction and training as required by the Company and to abide by all site rules and instructions including the wearing of safety equipment as appropriate or as directed. I declare that the information I have given is complete and correct.	
Signed: _____	Date: / / _____

APPLICATION FOR EMPLOYMENT

HIRING MANAGER MUST COMPLETE THE FOLLOWING:

Position / Classification: _____ Grade: _____
 (If Leading Hand please state number of employees in charge of: _____)
 Basis of Employment Full Time: Casual Employee:
 Pay Frequency Weekly: Monthly:
 Agreement: Rate of Pay: _____ per hour

Commencement Date: _____
 Superannuation No.: _____ Superannuation Fund: _____

Daily Transport Provided? Yes No
 Accommodation/Messing Provided: Yes No
ALLOWANCES
 Location: _____ per week flat Site Allowance: _____ per hour worked
 Fares: _____ per days worked First Aid: _____ per week flat
 Others (please state): _____

PAYROLL DEDUCTIONS, Yes , see attached authority.

Company to be Paid out of: _____ Pay Point: _____
 Default Cost:(Specify Job or Overheads Costing): _____

AUTHORISED BY – Hiring Manager:
 Signature _____ Printed Name _____ Date ____/____/____

OTHER FORMS TO BE COMPLETED:

Taxation Declaration	Yes <input type="checkbox"/>		
Accommodation Fringe Benefit Declaration	Yes <input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
Membership Applications to Relevant Schemes	Yes <input type="checkbox"/>	Already joined	<input type="checkbox"/>
Health Status Report	Yes <input type="checkbox"/>		
Other application or information form required by contract	Yes <input type="checkbox"/>	No	<input type="checkbox"/>

DISTRIBUTION:

	Pay Office	Contract File
Original Application Form	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Application	<input type="checkbox"/>	<input type="checkbox"/>
Tax Declaration	<input type="checkbox"/>	<input type="checkbox"/>
Accommodation Fringe Benefit Distribution	<input type="checkbox"/>	<input type="checkbox"/>
Membership Applications to Relevant Schemes	<input type="checkbox"/>	<input type="checkbox"/>
References	<input type="checkbox"/>	<input type="checkbox"/>
Copies of Licences, Permits & Qualifications	<input type="checkbox"/>	<input type="checkbox"/>
Health Status Questionnaire (Form)	<input type="checkbox"/>	<input type="checkbox"/>

Note: Pay Office documents to be forwarded to arrive prior to the Wednesday payroll run. If this is not possible a fax of employment application and tax declaration must be received in the Pay Office prior to the Wednesday payroll run

Copy: Contract File