

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA08/1

TITLE: Port Waratah Coal Services Enterprise Agreement 2007

I.R.C. NO: IRC7/2077

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**NEW AGREEMENT OR
VARIATION:** Replaces EA05/159.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Port Waratah Coal Services Limited, employed at the company's operations at Carrington Coal Terminal, Kooragang Coal Terminal and associated wharf facilities at both locations, who fall within the coverage of the Port Waratah Coal Services Consent Enterprise (State) Award 2003 and the Port Waratah Coal Services Limited (Traineeship) (State) Award.

PARTIES: Port Waratah Coal Services Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Australian Workers' Union, New South Wales, The Seamens' Union of Australia, New South Wales Branch, Transport Workers' Union of New South Wales

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TITLE

The Agreement shall be known as the Port Waratah Coal Services Limited Enterprise Agreement 2007.

AREA, INCIDENCE AND PARTIES BOUND

Area

This Agreement will apply to the following locations where Port Waratah Coal Services operates its business:

Carrington Coal Terminal
Kooragang Coal Terminal
and associated wharf facilities at both locations.

Incidence

This Agreement will operate from the date of approval by the Industrial Relations Commission (IRC) and will remain in force until 21st August 2009.

The first percentage increase as highlighted in clause 15 and clause 16 shall be paid retrospectively to the first full pay period on or after the 22nd August 2007.

Parties Bound

This Agreement will apply to:

Port Waratah Coal Services Limited ("PWCS"), the organisations of employees listed below; (the "Unions") and the PWCS employees who are/or are entitled to be members of those organisations (the "employees").

THE SEAMAN'S UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH;

NEW SOUTH WALES LOCAL GOVERNMENT, CLERICAL, ADMINISTRATIVE, ENERGY, AIRLINES AND UTILITIES UNION;

THE AUSTRALIAN WORKER'S UNION;

AUTOMOTIVE, FOOD, METALS, ENGINEERING PRINTING AND KINDRED INDUSTRIES UNION, NEW SOUTH WALES BRANCH;

ELECTRICAL TRADES UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH;

CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION; AND

TRANSPORT WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH.

1. RENEGOTIATION OF THIS AGREEMENT

It is the parties' intent to commence negotiations to develop a new Enterprise Agreement prior to the expiry of the current Agreement. Ideally, negotiations should commence 10 weeks prior to the expiry of the current Agreement.

The current Enterprise Agreement conditions shall apply until the new Enterprise Agreement is finalised.

Provided that negotiations continue in good faith, employees will not be disadvantaged.

2. SUPERSEDES ALL PREVIOUS AGREEMENTS

This Agreement will supersede all previous Federal or NSW industrial awards and agreements.

Appendix 1 of this Agreement contains the agreed Work Practice Changes.

Appendix 2 of this Agreement contains the Advanced Trades Agreement.

Appendix 3 of this Agreement contains the PWCS Roster Agreements.

3. INTENT

The intention of this Agreement is to regulate:

- a) The general employment conditions of those current and future PWCS employees covered by this Agreement.
- b) The remuneration arrangements for those employees.

4. NEW TECHNOLOGY AND WORK PRACTICE CHANGE

It is the intent of PWCS to seek continuous improvement and best practice in all that we do. Although PWCS recognises that employees at times may not agree or support the content of a change, it is PWCS' expectation that employees commit to actively supporting and contributing to the "process" of change. The process is detailed below:

- Develop draft proposed change – context and purpose
- Consultation – the consultation process will allow for the input of employees and their representatives
- Seek input from affected teams in the detailed design and risk assessment
- Seek input into a proposed trial

Employees in the affected areas and their representatives will be consulted during the change process and will be encouraged to contribute to the process.

The change process may determine a trial process is appropriate to ensure that the requirements of both parties are met. The trial system shall be as follows:

- i) The proposed change shall be detailed for the parties. This detail will include the proposed manning requirements, safety and work procedures.

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- ii) The trial time shall be set to reflect the significance of the change. Trial time may be from 1 to 3 months depending on the significance of the change and trial results are to be continually reviewed.
 - iii) Report back to the respective employee/s and if they so choose a representative of their choice on the state of the trial.
 - iv) The new work practice and/or manning structure once agreed shall be implemented as the relevant standard.

At anytime during the above process outlined in this clause either party may seek to invoke the Disputes Settlement Procedure (clause 14).

Where implementation of the changes will result in employees being made redundant, then the redundancy process will be followed (clause 12 will apply).

5. TRADE UNION TRAINING

Each Union shall be entitled up to twenty (20) days (non accumulative) recognised trade union training per year.

The trade union training is to be held at a recognised Trade Union Training Centre in Australia and attendees are to be nominated by their Trade Union. Notice and details of the course should be given to PWCS as early as possible. Payment of wages whilst training shall be at the rate that the employee would have earned if the employee had been at work.

6. HIGHER DUTIES

An employee when carrying out duties at a higher position than their ordinary classification shall have the appropriate skills and level of competence necessary to perform these higher duties. An employee will not be disadvantaged during the relief of another employee.

7. NO EXTRA CLAIMS

The Unions, employees and PWCS undertake that for the period of this Agreement they will not pursue any extra claims.

8. DEFINITIONS

In this Agreement:

“**Daywork**” means work performed at the ordinary hourly rate between 6am and 5pm Monday to Friday inclusive (as expanded in clause 19 (a)).

“**10 Hour Daywork Roster**” is a roster where employees rostered on it, work, four (4) 10 hour shifts per week Monday to Friday exclusive of an unpaid meal break. The roster will be paid at 35 hours ordinary time and 5 hours at overtime rates per week.

“**10 Hour Day and Afternoon Shift Roster**” is a roster where employees rostered on it, work, four (4) 10 hour shifts per week Monday to Friday inclusive of paid meal breaks. The roster will be paid at 35 hours ordinary time with a 20% shift loading and 5 hours at overtime rates per week.

“**7:1 Daywork Roster**” is an eight week cycle roster, employees shall average 35 ordinary hours per week Monday to Friday over the eight weeks. Employees shall average 40 hours per week over 7 of the eight weeks exclusive of an unpaid meal break provided that a Dayworker working this roster shall be rostered off for one week during the eight week cycle.

“**Ordinary Hourly Rate**” means the weekly wage rate prescribed divided by thirty-five (35).

“**Overtime**” means time worked in excess of or outside the ordinary hours of work as defined in clause 19 of this Agreement.

“**Shiftwork**” means all work performed on shifts extending for at least four (4) weeks. Such work (unless otherwise agreed) shall rotate so that within a period of each four (4) consecutive weeks an employee will have worked day, afternoons and night shifts.

“**Continuous shiftwork**” means work carried out according to a continuous shift process with consecutive shifts of employees throughout twenty-four (24) hours per day.

“**Seven Day Continuous shiftwork**” means 24 hours per day 7 days per week.

“**Terminal**” means a location where PWCS carries out its business.

“**KCL**” Kooragang Coal Loader

“**MSB**” Maritime Services Board

“**HPA**” Hunter Ports Authority

“**SBU**” Single Bargaining Unit

“**IRC**” Industrial Relations Commission of New South Wales

9. QUALIFICATIONS, DUTIES AND RESPONSIBILITIES

PWCS and the parties to this Agreement are committed to the training of all employees in skills relevant to the work of their roles, and, to the ongoing development of the employee consistent with the future needs of the organisation. This Agreement requires employees to perform tasks, which they are capable and qualified to perform. It also allows for individuals to enter the workforce through Apprenticeships and Traineeships.

All new employee operators will commence employment as Operator Level 1 with the opportunity for advancement to other positions when such other positions are available and they have the necessary qualifications and training for such positions

The qualifications, duties and responsibilities of the classifications covered by this Agreement are as follows:

“Operator Level 1” is an employee whose principal duties include the driving and/or operating of motor vehicles, cranes and/or machines, including shiploading, stacking and/or reclaiming machines, front-end loaders and other similar equipment. This operator will also be engaged in the receiving, tipping, stacking, crushing, blending, shovelling, carting, sampling and loading of coal onto and/or into motor wagons, rail trucks and/or hoppers and/or conveyor belts and/or ships and be engaged in marshalling and routine servicing and/or maintenance and/or operation of ancillary equipment incidental thereto, including but without limiting work currently being carried out at both terminals and associated wharf locations at the time of this Agreement coming into effect. Operators Level 1 shall be interchangeable and be able to perform all/any of the aforementioned types of work. Employees in this classification will be expected to perform all duties within the classification and any other functions and duties of which they are capable and qualified to perform, thereby eliminating lines of demarcation and ensuring they are gainfully employed at all times and are using all their skills taking into account appropriate callings.

“Operator Level 2” is an employee who so designated by PWCS who is competent and proficient in performing all of the duties of Operator Level 1. An Operator Level 2 will be required to carry out all the duties of an Operator Level 1. Employees in this classification will be expected to perform all duties within the classification and any other functions and duties of which they are capable and qualified to perform, thereby eliminating lines of demarcation and ensuring they are gainfully employed at all times and are using all their skills taking into account appropriate callings. An Operator level 2 shall gain a basic understanding of the control rooms functions and processes.

“Operator Level 3” is an employee, so designated by PWCS, who is proficient in all of the duties of an Operator Level 2. In addition to carrying out the duties of an Operator Level 2, the Operator Level 3 is required to personally direct the work and/or conduct during working hours of Operators Level 1 and Operators Level 2 and shall act in the capacity of a main control room operator, when required. Employees in this classification will be expected to perform all duties within the classification and any other functions and duties of which they are capable and qualified to perform, thereby eliminating lines of demarcation and ensuring they are gainfully employed at all times and are using all their skills taking into account appropriate callings.

PWCS shall notify all employees of the name of Operators Level 3 and, where practicable, the duration of time that such persons are likely to be acting in such capacity. An Operator Level 3 shall not have the authority to employ or terminate other employee's services.

“Tradesperson” is an employee so designated by PWCS and who is a duly qualified electrical and/or mechanical tradesperson whose principal duties shall be servicing and/or maintenance work

associated with all electrical and mechanical equipment used by employees. If tradespersons hold qualifications to operate plant they may be required to operate same in circumstances of maintenance and servicing, provided always employees in this classification will be expected to perform all duties within the classification and any other functions and duties of which they are capable and qualified to perform, thereby eliminating lines of demarcation and ensuring they are gainfully employed at all times and are using all their skills taking into account appropriate callings.

“Advanced Tradesperson” is an employee so designated by PWCS proficient in all the duties of a Tradesperson. In addition the Advanced Tradesperson will apply the skills outlined in Appendix 2.

Employees in this classification will be expected to perform all duties within this classification and any other function and duties of which they are capable and qualified to perform, thereby eliminating lines of demarcation and ensuring they are gainfully employed at all times and are using all their skills taking into account appropriate callings.

“Leading Tradesperson” is an employee so designated by PWCS proficient in all the duties of an Advanced Tradesperson. In addition the Leading Tradesperson will apply the skills outlined in Appendix 2.

Employees in this classification will be expected to perform all duties within this classification and any other function and duties of which they are capable and qualified to perform, thereby eliminating lines of demarcation and ensuring they are gainfully employed at all times and are using all their skills taking into account appropriate callings.

“Wharf Foreman” is an employee so designated by PWCS who is proficient in all the duties of Operator Level 2 and be competent in the functions of the Wharf Foreman and has the ability to lead positively. The Wharf Foreman will be accountable for interacting and instructing employees within vessel loading operations as directed.

Employees in this classification will be expected to perform all duties within this classification and any other function and duties of which they are capable and qualified to perform, thereby eliminating lines of demarcation and ensuring they are gainfully employed at all times and are using all their skills taking into account appropriate callings.

“Acting Supervisor/Acting Operations Scheduler/Acting Maintenance Planner/Acting Maintenance Scheduler” is a person so designated by PWCS. From time to time employees may be required to relieve Supervisors, Operations Schedulers, Maintenance Planners or Maintenance Schedulers.

10. TERMS AND CONDITIONS OF EMPLOYMENT

a) Permanent, (Full-Time) or Fixed Term Employment

Permanent (Full-time) or Fixed Term employees must be employed and paid on a weekly basis.

All new employees must serve an eight (8) week probationary period. If an employee does not pass PWCS training during this period or is unable to proficiently carry out their duties at the end of the probation period their employment may be terminated with one week's notice in writing.

b) Part Time Employment

This clause applies to the employment of part time employees. Except as otherwise provided in this clause part time employees are excluded from all other provisions of this Agreement. Part Time Employees shall be engaged on a permanent or fixed term basis. Employees in the affected areas will be consulted prior to the engagement of part time fixed term employees regarding the reason and duration of engagement. The minimum period for a fixed term will be 3 months with a maximum of 12 months unless otherwise agreed between PWCS and its employees.

- i) Part time employees are employees so designated by PWCS in writing, who are employed to work regular days and regular hours, either of which are less than the number of days or hours worked by Permanent (Full Time) employees. They must not work less than two days per week and must not work less than 14 hours per week. However, if part time employees are performing work on the PWCS eight (8) weekly cycle, then the minimum days and hours of work to which they are entitled can be calculated on the basis of that work cycle.
- ii) Part time employees must be paid for all ordinary hours worked at an ordinary hourly rate of pay calculated by dividing the weekly rate of pay for the classification within which they are employed, by 35. Such ordinary hourly rate of pay so calculated will be the part time employees' "ordinary hourly rate of pay" for all purposes of this Agreement.
- iii) Part time employees engaged to work on day, afternoon or night shifts, Monday to Friday, must, in addition to their ordinary hourly rate of pay, also be paid the following shift premiums:
 - Day Shift – no additional payment;
 - Afternoon Shift – 27.5% premium;
 - Night Shift – 55% premium.

"Day Shift" means any shift finishing after 1pm and at or before 4pm.

"Afternoon Shift" any shift finishing after 9pm and at or before midnight.

"Night Shift" means any shift finishing subsequent to 5am and at or before 8am.
- iv) Overtime will be paid for all work continuously performed after eight (8) ordinary hours of work on any day Monday to Friday. Such overtime shall be paid at the rate of double the ordinary hourly rate of pay.

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- v) The following clauses of the Enterprise Agreement apply on a pro rata basis to part time employees –

Clause 12, 15, 29(a), (b) and (d), Clause 31, Clause 32(b), Clause 39.

- vi) The following clauses in the Enterprise Agreement also apply to part time employees:-

Clauses 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17(b), (d), (h), 18, 19 (a), (b), (c), (d), (e) 20, 21, 22, 23, 24, 25, 26, 27, 28, 29(c), (e), 30, 32(a), (c), (d), (e), (f), (g), (h), 33, 34, 35, 36, 37, 38, 40, 41, 42, 43, 44, 45, 46 and 47.

- vii) PWCS needs the flexibility to use Part Time employees. It is PWCS' intention to use Part Time employees to complement fulltime roles. It is not the intention to engage Part Time employees that would result in redundancies.

c) Casual Employment

This clause applies to the employment of casual employees. Except as otherwise provided in this clause, casual employees are excluded from all other provisions of this Agreement.

- i) Casual employees are employees so designated by PWCS who are employed and paid as such. At the time of employment casual employees must be notified in writing that the employment is on a casual basis. For the purposes of this clause, casual employees are engaged by the hour. No casual employee shall be employed for less than seven (7) hours on any one (1) day Monday to Friday. No casual employee shall be employed for less than six (6) hours on Saturdays or Sundays.
- ii) The "ordinary hourly rate of pay" for casual employees is ascertained by dividing the appropriate base weekly wage rate as defined in clause 15 by 35 and increasing the result by an amount of 20%. The 20% loading is paid as compensation for casual employees not receiving access to paid personal leave or public holidays. This combined total constitutes the "ordinary hourly rate of pay" for casual employees.
- iii) When casual employees are paid, they will also receive a payment for pro rata annual leave, calculated on the basis of one twelfth of their ordinary hourly rate of pay multiplied by the number of ordinary (ie non-overtime) hours worked in the relevant pay period.
- iv) Casual employees engaged to work on day, afternoon or night shifts, Monday to Friday, must, in addition to their ordinary hourly rate of pay, also be paid the following shift premiums:

Day Shift	–	no additional payment;
Afternoon Shift	–	27.5% premium; .
Night Shift	–	55% premium.

"Day Shift" means any shift finishing after 1pm and at or before 4pm.

"Afternoon Shift" any shift finishing after 9pm and at or before midnight.

"Night Shift" means any shift finishing subsequent to 5am and at or before 8am.

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- v) Overtime will be paid for all work continuously performed after eight (8) ordinary hours of work on any day Monday to Friday. Such overtime shall be paid at the rate of double the ordinary hourly rate of pay.

Hours worked on Saturday shall be paid at the rate of double the ordinary hourly rate of pay with a minimum payment of six (6) hours.

Hours worked on Sunday shall be paid at the rate of two and one half times the ordinary hourly rate of pay with a minimum payment of six (6) hours.

Hours worked on public holidays shall be paid at the rate of triple the ordinary hourly rate of pay with a minimum payment of six (6) hours.

Hours worked on Christmas Day and Good Friday will be paid at the rate of three and a half times the ordinary hourly rate of pay for a minimum payment of six (6) hours.

Nothing contained in this sub-clause shall prevent the payment of an alternative minimum overtime payment where agreement has been reached to work pre-notified overtime.

- vi) During the course of any period of employment of casual employees, and prior to the cessation of that period, casual employees' employment may be terminated by either party by the giving of one hour's notice, and in the case of a termination by PWCS payment in lieu of one hour's notice may be made.
- vii) The following clauses of this Agreement apply to casual employees in addition to the terms of this clause.

Clause 1	–	Renegotiation of this agreement
Clause 2	–	Supersedes All Previous Agreements
Clause 3	–	Intent
Clause 4	–	New Technology and Work Practice Change
Clause 7	–	No Extra Claims
Clause 8	–	Definitions
Clause 9	–	Qualifications, Duties and Responsibilities
Clause 10(c)	–	Terms and Conditions of Employment
Clause 11(c)	–	Termination – Dismissal
Clause 14	–	Disputes Settlement Procedure
Clause 16(a) (d)	–	Allowances – Tools and Laundry
Clause 17(c)	–	Superannuation – Casual Employees
Clause 18	–	Payment of Wages
Clause 23	–	10 Hour Break
Clause 25	–	Meals
Clause 26	–	Refreshment Breaks
Clause 27(b)	–	Public Holidays
Clause 43	–	Uniforms and Protective Clothing

11. TERMINATION

a) Voluntary Resignation

- i) The minimum period of notice required to be given by an employee is one calendar week. All resignations must be verified in writing and nominate a specified date as the last day of employment.
- ii) Payment of outstanding wages, accrued Annual Leave and loadings, Long Service Leave in accordance with Legislation, Personal Leave and Public Holidays shall be paid (deposited) on the last day of employment.

b) Notice of Termination by PWCS

PWCS will give the following period of notice of termination of employment of an employee or payment in lieu of notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	At Least 1 week
More than 1 year but not more than 3 years	At Least 2 weeks
More than 3 years but not more than 5 years	At Least 3 weeks
More than 5 years	At Least 4 weeks

In addition to the above period of notice, employees over 45 years of age at the time of giving of notice, with not less than 2 years continuous service, shall be entitled to an additional 1 week's notice or payment in lieu thereof.

c) Dismissal

PWCS shall have the right to dismiss an employee without notice for refusal of duty or serious and wilful misconduct as per PWCS Policy No. PE 70-06 and in such cases the payment of entitlements is up to the time of dismissal only.

d) Abandonment of Employment

- i) An employee who is absent from work for a continuous period of three working days without notification to PWCS shall be deemed to have abandoned employment.
- ii) PWCS will take all reasonable steps to investigate the unexplained absence before advising an employee their employment is terminated.
- iii) Payment of entitlements shall only be made up to the date of the last attendance at work on the last day's absence in respect of which consent was granted and no payment in lieu of notice will be required.

12. REDUNDANCY

It is PWCS' intention to retain employees in employment, however, it is recognised by the parties to this agreement that employment cannot be guaranteed, due to:

- PWCS' linkage and dependency on the Coal Industry.
- The need for PWCS to continually review the effectiveness of its operation.

If and when it becomes necessary to reduce employee numbers then the process will be managed by the following principles:

- Employees and if they so choose a representative of the employee's choice will be consulted on the proposed changes.
- PWCS will provide a Redundancy Scheme. PWCS would seek expressions of interest for Voluntary Redundancies in the 1st instance. If the need arose then PWCS would utilise Forced Redundancies as a last resort. All persons selected for any Redundancy package would be subject to acceptance by the General Manager.
- If possible, employees whose employment is being affected would be provided the opportunity to apply for other roles, if available. Selection for any available role will be on merit which includes both objective and subjective measures.
- If an employee is successful in their application for a role, then their existing rate of pay would be retained until superseded by the pay of the new role wage rate. The employee would also receive the appropriate training associated with the new role.
- If no other suitable employment within PWCS is available, or if the affected employee is unsuccessful in their application for such alternative employment, then the Redundancy Provisions would apply. Any employee who has an issue arise during this process may raise a dispute in accordance with the Disputes Settlement Procedure.

a) Redundancy Provisions

Employees eligible for the Redundancy Provisions will receive:

- 5 weeks in lieu of notice (and in which case clause 11 does not apply).
- An additional 5 weeks for a Forced Redundancy. This 5 week period will be discussed with the affected employee and may be taken either in lieu or as worked or any combination.
- 6 weeks as an ex-gratia payment.
- 2 weeks per year of service, pro-rated for incomplete years. Prior service with MSB/HPA and/or KCL will be recognised.

The rate of pay for the above will be based on the greater of:

- gross average wages earnings of the employee over the previous 12 months excluding non-rostered overtime, or
- gross average earnings of the employee over the previous 36 months excluding non-rostered overtime.

PWCS will offer all employees who are subject to forced redundancy the following:-

- An Outplacement Service, which may include financial counselling, Career Advice, Skills identification, Job search skills and advice on job seeking. This service will be determined by PWCS in conjunction with the affected employees in respect to its

format, venue, duration and Supplier of such service. Nothing in this clause will prevent PWCS from offering additional services based on an employee's specific need

PWCS will offer all employees who are subject to a voluntary redundancy the following:-

- A financial counselling service. Nothing in this clause will prevent PWCS from offering additional services based on an employee's specific need

In addition, normal statutory payments of Annual Leave and Long Service Leave will be paid on cessation of employment. For employees with less than 5 years service, Long Service Leave will be paid ex-gratia on a pro-rata basis. Any relevant accrued Personal Leave available for payout under clause 32 will also be paid.

13. INTENTIONALLY LEFT BLANK

14. DISPUTES SETTLEMENT PROCEDURE

Every endeavour will be made to resolve matters which may arise on the job by consultation between PWCS, its employees and their representatives to eliminate industrial confrontation and to avoid interruption to the performance of work and consequential loss of operations and wages.

The parties agree that in the event of a dispute concerning this agreement or any other matter related specifically to the performance of work at the workplace then the parties will seek to resolve the grievances or dispute in accordance with the following steps:

- a) In the event of a grievance or dispute arising at work an employee shall first raise it with the appropriate Supervisor.
- b) If the matter remains unresolved, the employee shall discuss it with the appropriate Supervisor and if they so choose a representative of the employee's choice.
- c) If unresolved at this level the employee and if they so choose a representative of the employee's choice shall consult with the appropriate Superintendent or the Superintendent's nominated representative.
- d) If the matter remains unresolved then the employee and if they so choose a representative of the employee's choice shall consult with the appropriate Department Manager or the Department Manager's nominated representative.
- e) If the matter remains unresolved then the employee and representative of the employee's choice have the option of having the matter reviewed by the General Manager or the General Manager's nominated representative.
- f) If agreement has not been reached the matter shall then be referred to the IRC of NSW for conciliation or if necessary by arbitration pursuant to the Referral Agreement dated 21 November 2007.
- g) It is agreed that the procedure outlined above shall be implemented as expeditiously as possible and, should any party feel that undue delay is being occasioned at any step in the procedure, then it may with notification to the other party seek to have the next step in the procedure initiated forthwith.

- h) Whilst the above procedure is being followed, work shall continue as normal except where there is an issue where people's health and safety would be threatened if they were to continue to work.
- i) The status quo before the emergence of the grievance or dispute shall continue whilst the above procedure is being followed. For this purpose "status quo" means the work procedures and practices in place immediately prior to the change that caused the dispute.

15. WAGE RATES

The rates of pay herein are "total" and/or "paid rates" payable for individual classifications. Such rates comprehend all Agreement entitlements including, but without limiting the generality to payments for travelling time, travelling allowances, fares, excess fares, site disabilities such as space, height, dirt, mud, dust, coal sludge, waste and all abnormal conditions encountered when working with coal, irregularity of work, industry or special allowances, compensation for travel patterns, mobility etc. inclement weather, isolation, allowances, damage to clothing and any other similar or like payment but excludes those payments contained in clause 16 of this Agreement.

Classification	Base Rate %	Weekly Rate	Weekly Rate
		<i>1st 4.5% Increase From the first pay period on or after date of approval</i>	<i>2nd 4.5% Increase From the first pay period on or after 22 August 2008</i>
Operator Level 1	100%	\$1,026.85	\$1,073.06
Operator Level 2	101.5%	\$1,042.25	\$1,089.16
Operator Level 3	110%	\$1,129.54	\$1,180.37
Wharf Foreman	112.5%	\$1,155.21	\$1,207.19
Tradesperson	110%	\$1,129.54	\$1,180.37
Advanced Tradesperson	115.9%	\$1,190.12	\$1,243.68
Leading Tradesperson	120%	\$1,232.22	\$1,287.67
Acting Supv/Acting Live Run Co Acting Maint Plan/Acting Maint Sch	124.5%	\$1,278.43	\$1,335.96

Note :-

- A. No employee will be disadvantaged in pay rate by the introduction of the competency base classifications.
- B. When working at a higher classification the rates will be "All Purpose" and attract Superannuation at the higher rate.

16. ALLOWANCES

An allowance will be paid in addition to the rates of pay prescribed in clause 15 of this Agreement, where applicable, as follows:-

<i>Allowance</i>	<i>1st 4.5% Increase From the first pay period on or after date of approval</i>	<i>2nd 4.5% Increase From the first pay period on or after 22 August 2008</i>
Tool	67 cents per hour	70 cents per hour
Laundry	\$22.68 per week / \$3.78 per day	\$23.70 per week / \$3.95 per day
Banking	\$67.48 per annum	\$70.52 per annum
Meal	\$17.57 per meal	\$18.36 per meal

a) Tools

Tradesperson shall be paid an allowance per hour for every hour worked or part thereof in respect to supplying an adequate set of tools to perform the task required by trades personnel.

Payment is subject to the employee maintaining an adequate set of tools.

b) Telephone

Employees who provide PWCS with their current telephone number of a phone installed in the employee's residence for PWCS to notify of PWCS work requirements outside normal working hours, will have the single domestic base phone rental reimbursed in a quarterly allowance payment.

c) Licences

Employees shall be reimbursed by PWCS, for any statutory licences or certificates required by PWCS.

Provided that where an employee has had any statutory licence or certificate suspended or revoked as a consequence of the employee's own actions, PWCS shall not be responsible for any costs incurred in renewing such licence or certificate. A pro rata rate shall apply to trainees, part time, or casual employees.

d) Laundry

i) Each employee issued with industrial clothing shall receive a laundry allowance paid for each week during which the employee works.

ii) Each employee issued with industrial clothing shall be paid an additional amount per day as laundry allowance for any work performed on a day other than a rostered day during which the employee works more than four hours provided that only one payment per day can be made.

e) Banking Allowance

Employees shall be paid a banking allowance per annum. This allowance shall be paid in advance during July each year.

17. SUPERANNUATION

a. Permanent/Fixed Term Employees:

PWCS will make superannuation contributions based on the following:

For employees working the 10 Hour Daywork Roster as detailed in appendix 3:

- 13.6% of "Wages", inclusive of PWCS' obligations under the *Superannuation Guarantee (Administration) Act 1992* (SG Act) and any compulsory insurance cover required by the relevant fund's trust deed.

For employees working the 10 Hour Day and Afternoon Shift Roster as detailed in appendix 3:

- 12.6% of "Wages", inclusive of PWCS' obligations under the *Superannuation Guarantee (Administration) Act 1992* (SG Act) and any compulsory insurance cover required by the relevant fund's trust deed.

For employees working the 7 Day Continuous Shift Roster as detailed in appendix 3:

- 9.45% of "Wages", inclusive of PWCS' obligations under the *Superannuation Guarantee (Administration) Act 1992* (SG Act) and any compulsory insurance cover required by the relevant fund's trust deed.

Please note: Compulsory contributions made by PWCS for insurance cover are not paid into a member's superannuation account, but rather used by the trustee of the fund to pay for the compulsory insurance cover.

"Wages" includes ordinary earnings, overtime, allowances, shift loadings, annual leave loading, payments for personal, annual or long service leave taken, top up payments when serving on jury duty or with the reserve forces, workers compensation payments paid by the employer where work is performed, payments in lieu of notice, any payments made by the employer on termination including payment of accrued leave and redundancy payments. Reimbursement of expenses does not form part of "Wages".

The payment and application of superannuation contributions paid to a fund will be subject to rules and conditions set down by the trustee of the fund, as varied from time to time.

Superannuation contributions will be paid as per the relevant roster. Contributions will be based on a four (4) or eight (8) week roster cycle. Employees working the 7 day continuous shiftwork roster for a period of less than eight (8) weeks (eg Mid Term Relief) will have superannuation contributions paid as though they were working the 10 Hour Daywork Roster.

Note:- PWCS in agreement with employees and their respective Unions changed the rate and base on which it makes Superannuation contributions. This change to superannuation contributions was effective from 22 August 2004 and was changed from making superannuation contributions on the base weekly wage rate to making them on "Wages" as defined above. The Superannuation increase was approximately 2.4% of "Wages" using the Port Waratah Coal Services Limited Enterprise Agreement 2002 pay rates as at 1st August 2003. The difference in the rate of Superannuation contributions between the 10 Hour Daywork and the 7 Day Continuous Shift Work Rosters was based on providing all employees with an equivalent percentage increase.

If employees are required to work a roster that does not provide for the superannuation increase as outlined above PWCS commits to meet with the affected employees to ensure that this increase is included in any roster change.

Superannuation contributions will be made to AustralianSuper or the Stevedoring Employees Retirement Fund (SERF) or any other superannuation fund nominated by PWCS. This will be subject to the superannuation fund's acceptance of the employee's application to become a member of the fund and PWCS being a participating employer of the fund on terms acceptable to PWCS.

Alternatively, employees may nominate an Australian Taxation Office recognised complying superannuation fund, to which PWCS may at its discretion, contribute to on behalf of the employee under the condition that PWCS does not have to become a participating employer or agree to be bound by the chosen fund's trust deed.

b) Part Time Employees:

PWCS will make superannuation contributions based on 13.6% of "Wages", inclusive of PWCS' obligations under the *Superannuation Guarantee (Administration) Act 1992* (SG Act) and any compulsory insurance cover required by the relevant fund's trust deed.

Please note:

Compulsory contributions made by PWCS for insurance cover are not paid into a member's superannuation account, but rather used by the trustee of the fund to pay for the compulsory insurance cover.

"Wages" includes ordinary earnings, overtime, allowances, shift loadings, annual leave loading, payments for personal, annual or long service leave taken, top up payments when serving on jury duty or with the reserve forces, workers compensation payments paid by the employer where work is performed, payments in lieu of notice, any payments made by the employer on termination including payment of accrued leave and redundancy payments. Reimbursement of expenses does not form part of "Wages".

The payment and application of superannuation contributions paid to a fund will be subject to rules and conditions set down by the trustee of the fund, as varied from time to time.

Superannuation contributions will be paid as per the relevant roster. Contributions will be based on an eight (8) week roster cycle. Employees working the 7 day continuous shiftwork roster for a period of less than eight (8) weeks (eg Mid Term Relief) will have superannuation contributions paid as though they were working the 10 Hour Daywork Roster.

Superannuation contributions will be made to AustralianSuper or Stevedoring Employees Retirement Fund (SERF) or any other superannuation fund nominated by PWCS. This will be subject to the superannuation fund's acceptance of the employee's application to become a member of the fund and PWCS being a participating employer of the fund on terms acceptable to PWCS.

Alternatively, employees may nominate an Australian Taxation Office recognised complying superannuation fund, to which PWCS may at its discretion, contribute to on behalf of the employee under the condition that PWCS does not have to become a participating employer or agree to be bound by the chosen fund's trust deed.

c) Casual Employees:

PWCS will make superannuation contributions of 9.45% of "Wages" inclusive of PWCS' obligations under the *Superannuation Guarantee (Administration) Act 1992* (SG Act) and inclusive of any compulsory insurance cover required by the relevant fund's trust deed.

Please note:

Compulsory contributions made by PWCS for insurance cover are not paid into a member's superannuation account, but rather used by the trustee of the fund to pay for the compulsory insurance cover.

"Wages" includes ordinary earnings, overtime, allowances, shift loadings, annual leave loading, payments for personal, annual or long service leave taken, top up payments when serving on jury duty or with the reserve forces, workers compensation payments paid by the employer where work is performed, payments in lieu of notice, any payments made by the employer on termination including payment of accrued leave and redundancy payments. Reimbursement of expenses does not form part of "Wages".

The payment and application of superannuation contributions paid to a fund will be subject to rules and conditions set down by the trustee of the fund, as varied from time to time

Superannuation contributions will be made to AustralianSuper or the Stevedoring Employees Retirement Fund (SERF) or any other superannuation fund nominated by PWCS. This will be subject to the superannuation fund's acceptance of the employee's application to become a member of the fund and PWCS being a participating employer of the fund on terms acceptable to PWCS.

Alternatively, employees may nominate an Australian Taxation Office recognised complying superannuation fund, to which PWCS may at its discretion, contribute to on behalf of the employee under the condition that PWCS does not have to become a participating employer or agree to be bound by the chosen fund's trust deed.

d) Wage Sacrifice:

Employees may wage sacrifice their superannuation contributions in accordance with PWCS Policy No PE 30-13.

e) Limited application of the definition of Wages:

The definition of Wages used in this clause is only to be used for the purposes of specifying PWCS's obligation to make superannuation contributions in accordance with this clause and for no other purpose. This means, amongst other things, that the Definition of Wages is not to be used to calculate, or form the basis of, whether directly or indirectly, any other obligation of PWCS under this Agreement or any other arrangement, industrial instrument, contract, trust deed or otherwise."

f) Meaning of Base Salary as defined in the SERF Trust Deed:

For the purposes of the definition of base salary within the SERF trust deed, base salary will mean base weekly wage rate as defined in clause 15.

g) All payments made on Termination will have Superannuation paid at the rate of 9.45% inclusive of PWCS' obligations under the *Superannuation Guarantee (Administration) Act 1992* (SG Act) and any compulsory insurance cover required by the relevant Funds trust deed.

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- h) All Workers Compensation payments, including top up payments, paid by PWCS where no work is performed including Accident Pay as outlined in Clause 41 of this agreement will have superannuation paid at a rate of 16.9% inclusive of PWCS' obligations under the *Superannuation Guarantee (Administration) Act 1992* (SG Act) and any compulsory insurance cover required by the relevant Funds trust deed.

18. PAYMENT OF WAGES

- a) Payment of wages including meal monies shall be paid by Electronic Funds Transfer into an approved financial institution nominated by the employee and as agreed to by PWCS, eg. mainstream banks, building societies and credit Unions.
- b) In the computation of overtime, each day or shift shall stand alone and portions of hours shall be taken to the next quarter of an hour.
- c) In the event that a malfunction causes the electronic transfer of an employee's wages to a nominated account to be delayed, and such malfunction is clearly the fault of PWCS, payment will be made to the employee by PWCS on the following day, or in the event that PWCS's pay office is closed on that date, the first date thereafter that PWCS's pay office is staffed during normal office hours.
- d) The pay week will start on the first shift Monday and conclude last shift Sunday. All wages shall be paid weekly not later than Thursday. Payment for any overtime worked after the normal finishing time on the last day of the pay week shall be paid to the employee on the next succeeding pay day. Each employee shall be provided with a pay envelope, docket or other form of receipt of wages on which there shall be included the following details and any other minimum requirements of the Industrial Relations Regulations.
- i) The name and classification of the employee;
 - ii) The gross amount earned;
 - iii) Taxation deductions;
 - iv) Any other deductions;
 - v) The net amount received by the employee;
 - vi) An itemisation of overtime earnings;
 - vii) Number of ordinary hours worked;
 - viii) Number of overtime hours worked;
 - ix) Non-taxable items;
 - x) Meal allowances;
 - xi) Disbursement details;
 - xii) Superannuation contributions.

19. HOURS OF WORK, OVERTIME

- a) Daywork
- i) Ordinary hours of work exclusive of paid meal breaks shall not exceed thirty-five (35) hours per week, except in the case of a person working an agreed Daywork roster arrangement.
 - ii) The ordinary hours of work shall be limited to seven (7) hours, except in the case of a person working an agreed Daywork roster arrangement.

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- iii) An employee who is not in attendance at the terminal, or other agreed starting place at the agreed starting time or who fails to complete his normal rostered day shall be paid only for the actual hours worked.
 - iv) Following consultation with employees PWCS may alter the time or times fixed in accordance with subclause (a)(ii) of this clause by providing seven (7) days notice. In cases of emergency, such time or times may be altered on shorter notice by agreement with the employee or employees affected, provided that notification of such alteration is given to the employee or employees affected and if they so choose a representative of the employee's choice.

b) Shiftwork other than seven (7) day continuous shiftwork

- i) The ordinary hours of work for shiftwork, other than seven (7) day continuous shiftwork shall be an average of thirty-five (35) hours per week over the full cycle of the relevant work roster and shall be worked in five (5) shifts not exceeding eight (8) hours, inclusive of thirty (30) minute meal break per shift for rotating shiftworkers, between the commencing time of the night shift beginning on Sunday and the commencing time of the night shift beginning on the following Friday.

- ii) "Day Shift" means any shift finishing after 1pm and at or before 4pm.

"Afternoon shift" means any shift finishing after 9pm and at or before midnight.

"Night shift" means any shift finishing after 5am and at or before 8am.

Unless otherwise agreed between PWCS, the employees and if the employee so chooses a representative of the employees choice such shifts shall rotate.

- iii) The method of working shifts and the time of finishing shifts, once having been fixed, may be varied by agreement between PWCS and the employees affected, provided the employees affected are notified of such variation and provided always that if no agreement is reached then seven (7) days notice of any alteration will be given by PWCS to the employees concerned.

- iv) Employees required to work on day, afternoon or night shifts, Monday to Friday, not being holidays prescribed in clause 27 hereof, as part of their ordinary hours of work, shall be paid the following shift premiums in addition to their ordinary rate of pay:

Day Shift	-	No additional payment
Afternoon Shift	-	27.5% of the ordinary rate of pay
Night Shift	-	55% of the ordinary rate of pay

c) Seven Day Continuous Shiftwork

- i) The ordinary hours of employees working seven day continuous shiftwork shall average thirty-five (35) hours per week inclusive of meal breaks; provided that, where PWCS and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of thirty-five (35) hours per week is achieved over a period which exceeds twenty-eight (28) consecutive days.

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- ii) The method of working and the time of commencing and finishing the shifts referred to in subclause (c) (i) of this Agreement will be determined between PWCS and its employees. In the absence of agreement the time of commencing and finishing shifts will be determined by PWCS giving seven days notice to the employee affected and if they so choose a representative of their choice. Any disputes in relation to shift times are to be dealt with in accordance with the Disputes Resolution Procedures set out in Clause 14.
 - iii) Within the limits prescribed in this clause, PWCS shall fix the time or times at which various employees shall be in attendance at the terminal, or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced for those employees in attendance at the time or times so fixed.
 - iv) The shift work premium for a 12.5 hour shift for seven (7) day continuous shift workers will be 63.93% for each rostered shift. All rostered shifts will be paid at ordinary rate plus this premium. This allowance reflects an average of shift premiums, weekday and weekend penalty rates and overtime rates over each roster cycle.

d) Other Roster Arrangements

- i) The appendix to this agreement contains agreed rosters.
- ii) The ordinary hours of work for employees working these rosters is set out in the appendix to this agreement. The roster agreements also provide for start and finish times, meal breaks and roster patterns.
- iii) The method of working and the time of commencing and finishing the shifts referred to in these agreed roster appendices will be determined between PWCS and its employees. In the absence of agreement the time of commencing and finishing shifts will be determined by PWCS giving seven days notice to the employee affected and if they so choose a representative of their choice. Any disputes in relation to shift times are to be dealt with in accordance with the Disputes Resolution Procedures set out in Clause 14.
- iv) The 10 Hour Daywork Roster in the appendix of this agreement sets out that each ten (10) hour rostered shift consists of eight point seven five (8.75) ordinary hours of work and one point two five (1.25) hours of overtime.
- v) The 10 Hour Day and Afternoon Shift Roster in the appendix of this agreement sets out that each ten (10) hour rostered shift consists of eight point seven five (8.75) ordinary hours of work with a 20% shift premium and one point two five (1.25) hours of overtime. The shift premium of 20% is an average of 0% shift premium applicable to the weeks when rostered to dayshift and 40% shift premium applicable to the weeks when rostered to afternoon shift.

e) Overtime

For all overtime worked, payment shall be made at the following rates:

- i) Monday to Saturday - double ordinary rate.
- ii) Sunday - two and one half time ordinary rate.
- iii) Public Holidays - triple ordinary rate for all time worked.
- iv) Christmas Day and Good Friday - three and a half times the ordinary rate for all time worked.

The PWCS Supervisor has the accountability to notify the employee of any Overtime requirement. The PWCS Supervisor will generally personally notify the employee but under exceptional circumstances may delegate this accountability.

PWCS will work with employees to equitably manage overtime. Overtime systems shall be designed to recognise the impact on employees and the business.

Where an employee is required to work overtime after ordinary hours of work and was not notified prior to commencing work, the employee will discuss their transport needs with their Supervisor and where required the employee will be transported home.

An employee requested to work overtime on a Saturday, Sunday or Public Holiday shall be paid a minimum of 6 hours at the appropriate overtime rate of pay. Nothing in this clause shall prevent the payment of an alternative minimum where prior agreement was reached to working future overtime (pre-notified overtime).

20. VARIATION TO SHIFT ROSTERS

- a) Subject to the requirements of clause 19 of this Agreement, the method of working shifts and the time of finishing shifts, once having been fixed, may be varied by agreement between PWCS and the employees affected, provided the employee or employees affected and if they so choose a representative of their choice is notified of such agreement and provided always that seven (7) days' notice of alteration is given by PWCS to the employees concerned.
- b) An employee required to work on a Saturday shall be paid at the rate of double time for all time worked, with a minimum payment of six (6) hours at the appropriate rate of pay whether the employee works for that period of time or not. Nothing in the clause shall prevent the payment of an alternative minimum where agreement has been reached to work pre-notified overtime.
- c) An employee required to work on a Sunday shall be paid at the rate of double and one half for all time worked, with a minimum payment of six (6) hours at the appropriate rate of pay whether the employee works for that period of time or not. Nothing in the clause shall prevent the payment of an alternative minimum where agreement has been reached to work pre-notified overtime.

21. SWAPPING ROSTERED SHIFTS

Employees may swap rostered shifts by private arrangement between each other provided that:

- a) Both employees obtain their Supervisor's prior approval. This approval will include an assessment of the hours to be worked from an Occupational Health and Safety risk.
- b) Time records show the employee who actually worked the shift and the employee who was rostered to work the shift.
- c) There is no cost incurred by PWCS due to these private arrangements.

22. EXCESS HOURS

In addition to the penalty rates payable under this Agreement, where any employee including 7 day shift workers, works for more than thirteen (13) hours on any day inclusive of unpaid meal breaks, such employee shall be paid an Excess hours amount in accordance with the following conditions:-

- a) When more than thirteen (13) hours of overtime are worked, \$5.90 shall be paid for each hour worked in excess of thirteen (13) hours.
- b) When overtime is worked prior to the commencement of a normal weekday shift, \$5.90 shall be paid for each hour worked in excess of thirteen (13) hours.
- c) When overtime is worked after the normal finishing time on a normal shift, \$3.00 shall be paid for each hour worked in excess of thirteen (13) hours. Where day work operations are continued the twelve (12) hours provision inclusive of unpaid meal breaks will be retained in lieu of a thirteen (13) hours provision and paid as per (a) and (b) above.

23. 10 HOUR BREAK

- a) Monday to Friday

An employee who is requested to work overtime between the finish of ordinary work on one day and the start of their ordinary work on the next day shall be entitled to a break of at least 10 consecutive hours off duty before the start of such ordinary work. There will be no loss of pay during the 10 hour break.

- b) Weekend Overtime, Public Holidays and rostered off weekdays
 - i) Employees working overtime on weekends, public holidays or rostered off weekdays shall be entitled to a ten (10) hour break before recommencing work on their next ordinary shift.
 - ii) However a ten (10) hour break will not be applicable where the last overtime shift on a weekend, public holiday or rostered off weekday adjoins an employee's next rostered ordinary shift.

An employee who is required to work his next ordinary shift without having a 10 hour break (subject to clause 23(b) above) will be paid at double time until a 10 hour break is taken.

24. CALLOUT

- a) An employee called out for work shall be paid for at least six (6) hours work for the task as defined by the callout at the appropriate rates of pay.
- b) Nothing in this clause shall restrict PWCS in requesting employees to be available for early starts, i.e. prior to normal starting time and which continues into ordinary time, provided always that a minimum of two (2) hours payment at the appropriate overtime rates is guaranteed and that notification of such early starts is given during the previous day or shift cycle.
- c) An employee called in to work and who is at work for more than six (6) hours shall be paid in addition one half hour travelling time at the prevailing rate.
- d) For meal break, see clause 25 (d).

25. MEALS

- a) Meal Breaks: Day Work
 - i) The parties recognise the need to stagger the midshift unpaid meal break of not less than 30 minutes, over a period of 2 hours, after the completion of 4 hours work, in order to maximise operational efficiency and ensure continuity of operations.
 - ii) Meal breaks will be co-ordinated within the team and be varied to ensure continuity of operation.
- b) Meal Breaks: Shift Work other than seven (7) day continuous shiftwork
 - i) The parties recognise the need to stagger the midshift meal breaks of not less than 30 minutes, over a period of 2 hours, taken after completion of 4 hours work, in order to maximise operational efficiency.
 - ii) Meal breaks will be co-ordinated within the team and be varied to ensure continuity of operation.
- c) Meal Breaks: Seven (7) day continuous shiftwork

Employees working the 12.5 hour seven day roster will have a minimum of two paid meal breaks totalling not less than 60 minutes during each shift. The parties recognise the need to stagger meal breaks in order to maximise operational efficiency. This is to allow opportunity for meals to be taken at times convenient to the individual employee's needs and the needs of the business.

The first meal break will not commence until employees have been at work for at least three hours. Employees will not be required to commence the second or subsequent breaks within an unreasonable period after completing the one prior.

Refreshment and meal breaks will continue to be managed within the teams at each terminal. Health and safety aspects associated with working extended shifts are recognised and reasonable breaks will be given to each employee during the currency of each 12.5 hour shift (see clause 26 Refreshment Breaks).

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- d) Meal breaks and Allowances on Overtime
- i) When an employee continues at work for more than an hour after the usual ceasing time the employee is entitled to a paid meal break of not less than 30 minutes. An additional meal break shall occur after each additional four (4) hours worked thereafter. Note the paid meal break is included as time worked.
 - ii) An employee working overtime shall be entitled to a paid meal break of not less than 30 minutes, four (4) hours after the start of work and every four (4) hours worked thereafter. Note the paid meal break is included as time worked.
 - iii) A meal allowance shall be paid for each meal break on overtime that notification has not been given by the completion of the previous shift
- e) Meal Breaks: Special Conditions
- i) An employee required to work through the nominated time period as defined in clause 25 (a) and (b) shall be paid an additional payment of one (1) ordinary hour for day workers and half (1/2) an hour for shift workers. The meal break should be taken at the earliest opportunity with no loss of allowances and/or shift penalties.
 - ii) When an employee is called upon to work in excess of one and a half (1 1/2) hours, but less than four hours, before the normal commencement of the shift, a paid crib break of fifteen (15) minutes shall be allowed provided that the break is completed prior to the start of their normal shift.
 - iii) An employee rostered to work the 10 Hour Daywork roster shall be allowed a 15 minute paid crib break after the unpaid meal break during the second half of the shift. This crib break is to be taken flexibly with the approval of the Supervisor.

26. REFRESHMENT BREAKS

Where practicable, tea and coffee making facilities will be provided by PWCS without cost to the employees and such facilities shall be located in a place convenient to the work area.

Employees will be permitted to take advantage of the tea and/or coffee making facilities during working hours provided always that before leaving their place of work the employees must ensure, by arrangement with the team, that if necessary, relief personnel is available and there will be no disruption to continuous operations.

27. PUBLIC HOLIDAYS

- a) Employees, other than casual employees, shall be entitled to the following holidays without deduction of pay; provided that if any other day be gazetted, by a State Act of Parliament or State Proclamation, substituted for any of the said holidays, the day so substituted shall be observed except in the case of Christmas Day where both 25 December and any additional day gazetted as a Public Holiday will be paid as a public holiday.
- b) New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, Newcastle Show Day, Easter Saturday (when gazetted).

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- c) Payment for all hours worked on public holidays will be at the rate of triple time for all time worked except 25 December and Good Friday, which will be paid at the rate of triple and one half times.
 - d) For seven day continuous roster shift workers rostered to work will be paid in accordance with clause 27(c) plus the shift work premium.
 - e) If a public holiday falls on a Saturday or Sunday and an additional day is gazetted then this day will be treated as the public holiday except in the case of Christmas Day where both 25 December and any additional day gazetted as a Public Holiday will be paid as a public holiday.
 - f) Once commencing work on a public holiday the employee shall continue to receive payment at the public holiday rate until relieved from duty.
 - g) However where an employee's next ordinary shift adjoins the last overtime shift of the public holiday the employee shall receive normal rates of pay for that ordinary shift.

28. PICNIC DAY

- a) The first Monday in November shall be recognised as the Picnic Day.
- b) Payment and conditions will be as per the public holiday clause outlined in this Agreement.
- c) The Picnic Day may be changed by agreement.

29. ANNUAL LEAVE

- a) Annual leave shall be scheduled throughout the year to ensure continuity of operations and maintenance. It is essential that employees plan their annual leave well in advance to allow for the even distribution of leave throughout the year. PWCS will ensure each employee has an opportunity to access their full leave accruals on a yearly basis and this will be managed to fit with the needs of the business and also the needs of employees.

All employees shall be entitled to a total of 175 hours annual leave for each period of 12 months continuous service with PWCS.

- b) Employee shall be entitled to annual leave loading calculated on ordinary pay at 45%.
- c) Employees who have acted or are acting in at the time of leave, a higher paid classification for a minimum of six (6) of the preceding twelve (12) months are entitled to have their annual leave paid at the higher rate. Where an employee has worked in more than one higher paid classification during that twelve (12) month period, the employee will be paid at the rate applicable to the classification where the majority of the time was worked.
- d) Where, after more than one (1) month's continuous service, the employment is terminated for any reason, any accrued but unused annual leave and annual leave loading will be paid out on termination on a pro-rata basis.
- e) An employee wishing to take annual leave and having sufficient accrued entitlement to cover the absence, shall, unless otherwise agreed, apply for such leave by giving not less than two (2) weeks notice prior to when the annual leave is required. Short notice requests of less than

two (2) weeks will be considered by the Supervisor/Superintendent taking into account the needs of the business and the merit of the request. Employees should not assume that an annual leave application will be approved.

- f) Consistent with and subject to the provisions of the *Workplace Relations Act 1996 (Cth)*, PWCS may require employees with excessive leave balances to take annual leave. PWCS will work with employees with leave balances over 10 weeks to develop a plan to reduce the leave balances to less than 10 weeks. If an agreed plan is not developed then PWCS will give employees a minimum of one month's notice of the requirement for them to take one quarter of their leave accrual. PWCS will determine annual leave requirements and organise rosters to suit personal needs insofar as possible and business needs.

30. NIL LOADING DAYS

- a) If a holiday provided for under this Agreement falls within an employee's period of annual leave and is observed on a day which, for that employee, would have been an ordinary working day, one (1) ordinary day shall be added to the employee's period of annual leave with nil loading.

In the case of employees rostered to the 10 Hour Daywork roster, 10 Hour Day and Afternoon Shift roster or the 7 Day Continuous roster, one (1) ordinary day or shift is eight point seven five (8.75) hours, eight point seven five (8.75) hours or ten (10) hours respectively.

- b) When an employee rostered to the 10 Hour Daywork roster, 10 Hour Day or Afternoon Shift roster or the 7 Day Continuous roster is rostered off on a public holiday, one (1) ordinary day or shift, being eight point seven five (8.75) hours, eight point seven five (8.75) hours or ten (10) hours respectively, shall be added to the employee's period of annual leave with nil loading.
- c) Annual Leave with nil loading may be either taken as leave or paid out upon request to the employee in minimum units of five (5) hours.

31. LONG SERVICE LEAVE

- a) All employees other than specified in subclause (b) of this clause shall be entitled to and receive long service leave based on the calculation of:
- i) Thirteen (13) weeks leave for eight (8) years service.
 - ii) 1.825 weeks leave for every further period of one year's service for all employees with continuous service in excess of eight (8) years as from 1 October 1983.
- b) Employees of KCL and former MSB - HPA who commenced employment with the PWCS Group on or before 24 October 1991, shall be entitled to and receive long service leave based on the calculation of:
- i) Eight and two-thirds (8+2/3) weeks after 10 years service.
 - ii) 2.143 weeks for every period of one years service thereafter.
- c) In all other aspects, other than (a) and (b) of this clause, the conditions of the *Long Service Leave Act, 1955*, as amended shall apply.

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- d) One week is assumed to be 35 ordinary hours of work for this clause.

32. PERSONAL LEAVE (Sick/Carer's Leave)

- a) Personal leave may be taken when:

- the employee is ill or injured (sick leave); or
- the employee is required to provide care or support to a member of the employee's household or a member of the employee's immediate family (as defined in the *Sex Discrimination Act 1984*) who requires care or support because of a personal illness or injury or an unexpected emergency (carer's leave).

An employee absent from their normal rostered shift due to reasons set out above shall be paid at the ordinary rate of pay up to a maximum of seven (7) hours for a dayworker, a maximum of ten (10) hours for 10 Hour Daywork and 10 Hour Day and Afternoon Shift roster employees, and a maximum of twelve point five (12.5) hours for 7 Day Continuous roster employees during such absence under the following conditions.

- i) If an employee cannot attend work due to personal ill health or carer's leave, they are required to personally notify the relevant Supervisor as soon as reasonably practicable but preferably before commencement of the first normal rostered shift to be affected. The employee should let the relevant Supervisor know the general nature of the illness or injury and where possible provide an estimate on the length of the absence. If for some reason the relevant Supervisor cannot be contacted, the employee shall personally advise the Live Run Coordinator. If the employee cannot personally make contact then contact by a member of the immediate family will be acceptable.
 - ii) Failure to notify PWCS as required in subclause a i) above may result in the employee not being paid for the absence.
 - iii) PWCS has the right in addition to the notification above, to request documentary evidence in accordance with the *Workplace Relations Act 1996 (Cth)* at their discretion for any period of sick/carer's leave. Employees must then supply a medical certificate from a registered health practitioner or a statutory declaration if it is not reasonably practical to obtain a medical certificate.
 - iv) Should an employee's personal leave absences appear excessive or demonstrate a pattern they will be counselled in accordance with the PWCS Work Performance Policy PE 70-06. Should excessive absences still occur or should a pattern remain, the company may request a medical certificate for each subsequent absence and further counselling in accordance with the PWCS Work Performance Policy PE 70-06 will occur.
- b) Employees personal leave credits are allocated under the following guidelines:
- i) On the first day of July each year employees with service of at least three (3) months shall accumulate ninety one (91) hours sick leave.
 - ii) A new employee shall accumulate from their commencement date with the company to 1 July a pro-rated amount of the annual personal leave entitlements. After three months service, the employee will accrue a pro rata amount of 91 hours for each one year

period to the nearest hour. On the next first day of July they will accrue sick/carer's leave credits in accordance with subclause b)i) above.

- iii) A new employee employed on a fixed contract is entitled to accrue personal leave for the first three (3) months continuous service. After three months service the employee will accrue a pro rata amount of 91 hours for each one year period to the nearest hour. On the next first day in July they will accrue personal leave credits in accordance with subclause b)i) above.
- iv) On the first day of July each year employees working on the 10 Hour Daywork roster, 10 Hour Day and Afternoon Shift roster or the 7 Day Continuous roster shall be credited with an additional twenty two point seven five (22.75) hours, twenty two point seven five (22.75) hours or thirty nine (39) hours respectively. These hours shall be available to employees in conjunction with the current years accumulation. The additional hours shall not accumulate and shall not be available for payout.
- v) Employees rostered to the 10 Hour Daywork roster, 10 Hour Day and Afternoon Shift roster or the 7 Day Continuous roster will have the additional twenty two point seven five (22.75) hours, two point seven five (22.75) hours or thirty nine (39) hours respectively credited on a pro-rata basis. The additional hours shall not accumulate and shall not be available for payout.
- c) Untaken personal leave shall accumulate each year. Where an employee has accumulated in excess of fifteen (15) days personal leave he/she may make a written election (including electronic election) during the month of July each year to accept payment for any accumulated personal leave greater than fifteen (15) days (105 hours).
- d) Employees who leave PWCS with service of twelve (12) months or greater shall be entitled to payment for any untaken personal leave.
- e) An employee who is on annual leave or long service leave and who is required to take personal leave for a period of five (5) consecutive days or where an employee works a roster which equates to four (4) days per week then the equivalent period of four (4) or more consecutive days is entitled to take that period as personal leave and not annual leave or long service leave under the following conditions:
 - i) Notification of the sickness/injury or need to care or support a member of the employee's household was made to PWCS during the period of leave (not on return to work).
 - ii) The notification to PWCS of sickness/injury or need to care or support a member of the employee's household was supported by a medical certificate stating the period that the employee was unable to derive benefits from annual/long service leave.
 - iii) Annual leave loading already paid to the employee must be repaid to PWCS and PWCS will be entitled to deduct an amount equivalent to paid leave loading from the employee's usual remuneration upon the authority given by the employee in making a request in accordance with this clause.
- f) Former employees of the KCL and MSB may have sick leave, which is not eligible for pay out. A register of such leave entitlement will be maintained by PWCS. This leave will be available to these employees after exhaustion of existing credits.

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- g) Additional paid personal leave may be granted upon application by an employee at the discretion of PWCS, whose decision shall be final.

Employee's are entitled to up to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate family or household requires care or support because of a personal illness or injury or unexpected emergency. An employee is only entitled to unpaid carer's leave if they have exhausted their paid sick/carer's leave entitlements.

In order to be entitled to unpaid carer's leave, employees must give notice and substantiate the reason for their absence (by medical certificate or otherwise) in the same way as for paid sick/carer's leave.

Casual employees will be entitled to unpaid carer's leave.

- h) Administration of Personal Leave for specific Roster Agreements are detailed in Appendix 3.

33. COMPASSIONATE LEAVE

An employee is entitled to 3 days compassionate leave (on each permissible occasion) when a close family member of the employee contracts a personal illness or sustains an injury that poses serious threat to his/her life or dies.

'Close family member' means an employee's spouse, former spouse or partner, a child (including an adult, adopted, foster or step child), parent (including step or foster parent), parent in law, grandparent, grandchild or sibling of the employee (including a sibling, grandparent or grandchild of the spouse or partner of the employee) or a member of the employee's household.

Employees must provide proof, satisfactory to PWCS of such relationship, illness, injury or death.

Payment for the period of absence will be at the base weekly wage rate of pay.

Where the employee receives notification of the death while at work the amount of leave will be extended to include the balance of that shift.

Compassionate leave does not extend a period of annual leave, long service leave or any other form of leave which the employee may be taking at that time.

34. JURY SERVICE

- a) An employee shall notify PWCS as soon as possible of the date upon which attendance at jury service is required.
- b) PWCS once notified of the employee's requirement for jury service and with agreement of the employee shall organise the employee's roster to minimise the effect of such service.
- c) An employee required to attend for jury service during ordinary working hours shall be reimbursed by PWCS an amount equal to the difference between the amount paid in respect of such attendance for jury service and the ordinary rate of pay and shift penalties the employee would have received had the employee not been on jury service.

The employee shall give PWCS proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

35. PARENTAL LEAVE

All employees with a minimum of 12 months continuous service at the date of commencing such leave shall be entitled to unpaid Maternity, Paternity or Adoption Leave in accordance with the appropriate Legislation.

36. INTENTIONALLY LEFT BLANK

37. MILITARY LEAVE

All employees who are part time volunteers with the Australian Defence Reserves are eligible for Military Leave.

Employees are entitled to a maximum of two weeks Military Leave in each calendar year. Any absence in excess of two weeks must be treated as Annual Leave, Long Service Leave or Leave Without Pay.

The Company will make up the difference between the employee's basic weekly rate of pay and the payment they receive from the Defence Forces.

38. LEAVE WITHOUT PAY

Leave Without Pay (LWOP) is approved leave for which employees do not receive payment.

LWOP is granted at an employee's request, usually in addition to some other leave taken but entirely at the Company's discretion.

When granted, periods of unpaid leave do not break an employee's continuity of service.

LWOP taken for the reasons listed below counts as service for Long Service Leave purposes and company contributions to the appropriate superannuation fund shall continue for such things as:

- a) Emergency Services Leave
- b) Military Leave
- c) Trade Union Training in excess of clause 5.

Otherwise periods of LWOP greater than one calendar week shall not count as service for Long Service Leave purposes.

39. EMERGENCY SERVICES LEAVE

An employee who is a volunteer member of:

- a) The State Emergency Services (SES)
- b) The Bush Fire Brigade
- c) The NSW Volunteer Fire Brigade
- d) Other volunteer rescue organisations

Shall be granted leave of up to five days in any period of 12 months when called upon during normal working hours to assist as a volunteer for emergency duty.

The employee shall give the company proof of attendance, duration of such attendance and a statement confirming the employee's affiliation with the SES or Fire Brigade. Payment shall be at the ordinary rate of pay inclusive of shift penalties.

40. MEDICAL EXAMINATION

All employees who so request, shall be given a comprehensive medical examination at least once every two (2) years.

41. ACCIDENT PAY

- a) Subject to the following provisions of this clause where an employee is receiving payment in respect of incapacity for work due to injury, accident or illness, pursuant to the provisions of the *Workers' Compensation Act, 1987*, as amended, then in addition thereto, whilst ever the employee remains in the employment of PWCS, PWCS shall pay to the employee, each week, the difference between such payment and the employee's ordinary weekly rate of pay for work in ordinary hours (excluding shift premiums) up to a maximum of fifty-two (52) weeks in total, during any periods of incapacity in respect to any one (1) injury or illness suffered by the employee. Provided that in the case of partial incapacity there shall be deducted from the said amount that the employee earns or is able to earn during any period for which the employee receives compensation to which s.40 (1) of the *Workers' Compensation Act, 1987*, applies.
- b) Should the employee receive a lump sum payment of compensation or damages in respect of the injury or illness which gave rise to the entitlement under this clause and the *Workers' Compensation Act, 1987* payments paid to the employee are deductible from that lump sum payment, PWCS shall be entitled (in addition to any other deductions that may be lawfully be made) to deduct from that lump sum payment or receive or recovered from the employee a refund of the monies paid by PWCS pursuant to this clause.
- c) Where an employee is eligible to receive payments pursuant to this clause and PWCS so requires, the employee shall undergo a medical examination or examinations by a legally qualified medical practitioner, or by any medical referee or board of examiners appointed pursuant to any *Workers' Compensation Act, 1987* legislation. The costs of any such examinations including any travelling and meal costs shall be met by PWCS.

In the event that the employee fails or refuses without reasonable cause to undergo such an examination, PWCS shall not be liable to make any payments pursuant to this clause until such time as the employee undergoes the required examination.

- d) No payments shall be made pursuant to this clause for any period in which the employee is in receipt of or entitled to receive payment for annual or long service leave.
- e) An employee shall not be entitled to any payment pursuant to this clause unless PWCS shall be notified, in writing, by the employee or by his/her authorised representative, within two (2) days of the injury or illness occurring or the commencement of incapacity, that the employee intends to make a claim for *Workers' Compensation Act, 1987* payments.
- f) PWCS may refuse to make payment of any amount pursuant to this clause if the incapacity was caused as a result of the employee failing to observe normal safe working practices.

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- g) Notwithstanding anything contained in subclause (a) of the clause an employee suffering illness or injury through an accident arising out of or in the course of his/her employment, necessitating the employee's attendance during working hours on a medical practitioner, chemist, trained nurse or at a hospital, shall not suffer any loss of pay for the time so occupied on the day of the accident and shall be reimbursed by PWCS for all expenses reasonably incurred in connection with such attendance.

42. ATTENDANCE AT REPATRIATION CENTRES

Employees being ex-service personnel shall be allowed, as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment in accordance with PWCS Policy No PE 40-01.

43. UNIFORMS AND PROTECTIVE CLOTHING

Uniforms and Protective Clothing will be provided in accordance with PWCS Policy No PE 60-38.

44. EMPLOYEES TOOLS

- a) Power Tools, etc

PWCS shall provide for the use of tradespersons all power tools, special purpose tools, precision measuring instruments and electrical measuring and/or testing instruments where the use of such equipment is reasonable and necessary.

- b) Storing Employees Tools

At each terminal PWCS shall provide suitable free storage accommodation for employees' tools. PWCS shall ensure that such storage accommodation is as secure as practicable against unauthorised entry.

The employee shall at all times ensure tools are housed in employer provided accommodation at the completion of each shift. When working off site, the employee shall take reasonable steps to ensure tools are secured whilst unattended.

- c) Insurance

PWCS shall accept the obligation of insuring employee's tools.

Compensation to the extent of the damage sustained wherein the course of the work tools are damaged, destroyed, lost in course of employment, or stolen, provided that PWCS's liability shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

45. SINGLE BARGAINING UNIT (SBU)

The Single Bargaining Unit (SBU) is recognised by PWCS as a single Union voice representing the Unionised workforce.

It is a priority of the combined Unions to progress the above by developing a consistent and uniform approach to key issues relevant to this Agreement.

Representation of the SBU shall be as follows:

TWU	2 representatives
SUA	2 representatives
ETU	2 representatives
AFMEPKIU	2 representatives
ASU	1 representative
CFMEU	1 representative

The role of the SBU shall be to:

- a) Fulfil its responsibilities in the Management/Union Partnership by facilitating and promoting continuous improvement.
- b) Represent employees' viewpoints on industrial matters.
- c) Assist to finalise any outstanding industrial matters not resolved expeditiously in accordance with Dispute Settlement Procedure clause.

The SBU will be extended all reasonable assistance by PWCS with respect to information, time and facilities to carry out its necessary functions and to obtain advice from Unions, party to this Agreement.

PWCS will provide three (3) paid SBU meetings per year that are not attended by Management. These meetings will only be taken if there is an identified need. The SBU Chairman or proxy will discuss any proposed meeting with the Principal Advisor Personnel at least two (2) weeks, where possible, prior and seek approval for it to occur. It is expected that these meetings will be not more than two (2) hours duration.

At times, some members of the SBU may be required to attend an Industrial Commission Hearing. If this occurs, rostered to work SBU members that are directly involved with the matter before the Industrial Commission, (eg CCT Mechanical Representative for a CCT Mechanical Team issue), will be authorised to attend on pay. Any SBU member that is rostered off and is directly involved with the matter before the Industrial Commission will be provided with "time off in lieu". Where issues necessitate greater SBU presence the SBU Chairman or proxy may attend to provide SBU input and allow for consistent feedback. If there are any issues or concerns with who is required to attend, then the SBU Chairman or proxy should discuss the matter with the Principal Advisor Personnel with reasonable notice. All requests will be reviewed on a "case by case" basis and will be based on its merit.

SBU representatives required to attend meetings and Industrial Commission Hearings will give reasonable notification and discuss rostering arrangements with their respective Superintendent. Where unforeseen circumstances require a meeting to be called on an urgent basis by PWCS or SBU representatives, SBU members shall discuss arrangements with their Superintendent and/or management representatives.

Payment for attendance at meetings as approved by the Superintendent will be at the appropriate rate or agreed time off in lieu.

46. UNION DELEGATES

- a) Employees appointed as Union delegates at each of PWCS' terminals covered by this Agreement shall, upon notification to PWCS by an accredited Union official be recognised as the accredited representatives of the Union.
- b) Relevant matters arising at PWCS' premises affecting employees may be investigated by the delegate and discussed with PWCS representatives. The delegate shall, upon request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient. Delegates attending meetings at PWCS's request outside normal working hours shall be paid the appropriate overtime rates.
- c) If a matter in dispute is not settled, the delegate shall, on request, be allowed access to a telephone for a reasonable opportunity of notifying the Union branch or sub-branch concerned.
- d) A meeting of employees of up to two (2) hours duration may be held once in each month, without loss of pay, provided continuous operations are maintained to a level agreed at the time of setting the meeting date. Wherever possible, the relevant delegates shall consult with the relevant Superintendent to determine a mutually agreeable time, 7 days in advance of the meeting. The relevant Superintendent will work with the delegate to plan a meeting date that maximises attendance at the meeting whilst minimising the impact on PWCS operations. Any relevant matters arising from the meeting will be referred to the appropriate Superintendent.
- e) Delegates may have a meeting of up to one (1) hour duration each month. The Union delegate(s) who are on a normal rostered dayshift will be provided the opportunity to attend without loss of pay. The meeting shall be held at a time mutually convenient to the delegate(s) and PWCS.

47. CONTRACTORS AGREEMENT

It is agreed by all parties that there is a role for contract work in the conduct of the business of PWCS. The purpose of PWCS using Contractors is to supplement the work being conducted by current PWCS employees and provide specialist skills to meet business requirements. It is PWCS' intention to fully utilise the normal rostered hours of its employees as well as recognising that PWCS may provide overtime for its employees on an as required basis.

The Operations and Maintenance Superintendents are accountable, in the first instance for determining the need for supplementary resources.

Where contractors are to be used the following notification process shall be followed:

- a) a notification form will be completed containing a description and the expected time and duration of the work. Any additional information may be attached to the form.
- b) the form will be placed in a folder for review by employees at least 7 days prior to the intended use of the Contractor.
- c) any employee who has an issue with any information on the notification should raise it with their Supervisor or Superintendent at the earliest opportunity.
- d) if the issue is not resolved by discussion with their Supervisor or Superintendent, then the employee may raise a dispute in accordance with the Disputes Settlement Procedure.
- e) while the Disputes Settlement Procedure is being followed, the Contractor work will proceed according to the notification. Subclause 14 (k) of the Disputes Settlement Procedure would not apply if (a) and (b) above have been adhered to. All other disputes will be resolved under the normal Disputes Settlement Procedure.

As part of the planning process PWCS will also discuss the scope and specification of contract work with affected employees. Where the contract work will require interaction and involvement of PWCS employees this will be discussed in advance of the work taking place.

It is recognised by both parties that in the case of emergency work this process may not be able to be followed.

PWCS needs flexibility to use contractors, however, it is not PWCS' intention to cause a reduction of PWCS' employees work to the extent that redundancies would occur.

APPENDIX 1 - WORK PRACTICE CHANGES

- Recognition of need for company to hire temporary labour as and when required in accordance with Contractors Agreements.
- Work practices which allow for singular working as required.
- PWCS-Carrington trial of single control room operation.
- Tradesmen working with/supervising contractors as required - PWCS-Kooragang and PWCS-Carrington.
- PWCS-Carrington - boilermakers/fitters cross skilling.
- Expansion of PWCS-Kooragang included in Operations.
- Automation of all Reclaimers at both CCT and KCT
- Vessel Management Optimisation
- Decentralised Control of both CCT and KCT
- Redesign/remove the Stacker Minder Role

APPENDIX 2 - TRADESPERSONS AGREEMENT

1.0 CONTEXT

It is PWCS policy to encourage employees to develop their skills so they can undertake more challenging work at higher levels in their trade. PWCS offers the opportunity for tradespersons at both PWCS Kooragang and PWCS Carrington to gain recognition of advanced skills.

2.0 PURPOSE

The purpose of the agreement is to provide a structured system in which tradespersons can gain recognition for utilising advanced skills in their work.

3.0 DEFINITIONS

3.1 Base Trade

A qualified (electrical or mechanical) tradesperson whose principal duties include servicing, overhauling, testing, troubleshooting and other types of maintenance work on (electrical/mechanical) equipment and systems. Duties and qualifications are based on the Tradesperson classification in the PWCS Enterprise Agreement and defined at Attachment 1 to this agreement.

3.2 Advanced Trade

Advanced Tradespersons are employees who are proficient in all the duties of a PWCS Base Electrical or Mechanical Tradesperson. In addition to performing all of the duties of a PWCS Base Tradesperson, the Advanced Tradesperson will also possess the qualifications and carry out the duties as detailed in the Advanced Tradesperson classification in the PWCS Enterprise Agreement and as detailed in Attachment 1.

PWCS recognises that there are different skill requirements between the Carrington and Kooragang Terminals. Although the intent of the Advanced Trades system is to be consistent between the Terminals, the different skill requirements are also recognised.

3.3 Leading Tradespersons are employees who are proficient in all the duties of a PWCS Advanced Electrical or Mechanical Tradesperson. In addition to performing all of the duties of a PWCS Advanced Tradesperson, the Leading Tradesperson will also possess and utilise the skills to perform the duties in the Leading Tradesperson classification in the PWCS Enterprise Agreement and as detailed in Attachment 1.

Whilst PWCS recognises that the equipment installed at the Carrington and Kooragang Terminals is different, the skill levels are similar. Whilst the Base Trade and Advanced Trade levels will form the core maintenance team at each site, at Leading Tradesperson level it is expected that skills will be totally consistent and portable across both Terminals. Leading Tradespersons may also be required to work within and for other Departments other than the Maintenance Departments. The main skills/competencies for this role are set out in the attached skills matrix.

The aim of this role is to have a highly interactive, motivated and skilled team that supports change and the development of systems and procedures to improve the maintenance and

reliability of the Operations. Leading Tradespersons will carryout their role as directed by the Maintenance Supervisor without any imposed barriers of demarcation.

The Leading Tradesperson will be paid the higher rate as an all purpose rate whether or not they are required to work at the higher level.

A Leading Tradesperson will be ineligible for the Acting Supervisor Rate unless he/she is directly relieving in a designated staff role.

4.0 GUIDELINES AND CONDITIONS

Tradespeople will be paid as detailed in the PWCS Enterprise Agreement 2007.

The Advanced and Leading Tradespersons rate will apply from the time of the Superintendent's approval of skills recognition and will be an all purpose rate.

All Advanced and Leading Tradespersons are required to remain up to date with the latest PWCS Policies, Procedures and Standards and developments in the trade and the technology and systems used by PWCS as part of this system. Where these developments and changes lead to additional skills for the Advanced or Leading Trade, a reasonable period of time will be provided for the Tradesperson to achieve competency in the new skill.

Advanced or Leading Tradespersons will be expected to perform all duties within the trade and any other functions and duties of which they are capable and qualified to perform, thereby eliminating lines of demarcation and ensuring they are gainfully employed at all times and are using all their skills taking into account appropriate callings.

5.0 PROCEDURES

Tradespersons who seek recognition of advanced or leading trade skills, are to request assessment of their skills from their Supervisor. The Supervisor, in addition to checking formal qualifications, licences and/or certificates, will use a combination of appropriate formalised checklists, observations and questions to assess the competence of the Tradesperson. To be assessed as Advanced or Leading Tradespersons will demonstrate competence in applying those skills and developing experience in the workplace.

On successful completion of the assessment, the Supervisor recommends in writing to the Maintenance Superintendent, appointment of the employee to Advanced or Leading Trade.

Approval to appoint a Tradesperson to Advanced or Leading Trade is the authority of the Maintenance Superintendent. Once approval has been given, the Superintendent will raise a memo to the Terminal Manager, advising of the appointment. The memo is also directed to payroll for payment, Personnel for records updating and to the relevant employee.

If the employee is deemed not yet competent by the Supervisor at Advanced or Leading Trade, the Supervisor will provide in writing, an explanation of the areas/a where the employee requires additional skill development. The Supervisor will arrange, if necessary, additional training or opportunity for the employee to overcome the skill/s gap.

As a Tradesperson acquires advanced skills, it is a requirement that the skills be used, and continued to be used, in the workplace. This will provide enhancement of the skills while other skills are being learnt and, allow the Supervisor to observe competence in that skill area.

Should an employee not agree with the Supervisor's assessment that he/she is not yet competent in specific skills, it is expected that the following processes will be used to resolve or settle the issue:

- 1) the Tradesperson should request a review of the decision with his/her Superintendent.
- 2) if the matter remains unresolved as a result of this action, the issue should be referred to successively higher levels of management for further review. The PWCS Fair Treatment System and/or Dispute Settling Procedure are the formal frameworks for this review.

The parties will make all reasonable efforts to resolve matters within the above processes.

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**Attachment 1
PWCS Advanced Trades
KCT and CCT Electrical Trades**

BASE TRADE		ADVANCED TRADE	
(E) represents essential skill (O) represents an optional skill	PWCS Elect	(E) represents essential skill (O) represents an optional skill	PWCS Elect
SCAFFOLDING Basic Scaffolding (Building for self)	E		
RIGGING – Basic Dogman 2 or equivalent	O E		
SWITCHING 240v 415 v High voltage HV Access Permit Holder - level 3 Recipient	E E E E	SWITCHING 6.6 v (mechanical - RVC, ZVC, Switching for others HV Access Permit Holder/Issuer (Levels 1-2) Writing HV Access Switching Instructions Main Distribution System Isolation	E E E E E
CRANES /PLATFORMS Vehicle Mounted Crane Power Hoist / winch Elevated Work Platform	O O E		
TRUCKS 3A/B (light to medium rigid)	O		
CONFINED SPACES Safe entry, competent person, standby person	E	CONFINED SPACES Confined space coordinator	O
WELDING Oxy cutting and burning Manual metal arc – non structural	E E		
RISK ASSESSMENT Perform risk assessment	E	RISK ASSESSMENT Facilitate risk assessment	O
CONDITION MONITORING Oil sampling (G/Box/Transformers etc) Audio/visual checking	E E	CONDITION MONITORING Ultrasonics Mechanalysis Laser Alignment Thermographics	O O O O
EXPLOSIVE POWERED TOOLS	O	EXPLOSIVE POWERED TOOLS	O
		PROJECTS Plans small to multi-day projects and maintenance activities, researching, specification of jobs, analysing technical information and reporting back to team. (For projects, where the planning nominally does not exceed 3 days in duration)	E

**PWCS LIMITED
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BASE TRADE (E) represents essential skill (O) represents an optional skill	PWCS Elect	ADVANCED TRADE (E) represents essential skill (O) represents an optional skill	PWCS Elect
SUPERVISION Working with contractors	E	SUPERVISION Oversees work of contractors on job/task/project. Small to multi-day projects (nominally not exceeding 3 days in duration)	E
COMMUNICATION Meetings feedback Technical updating Project development	E E E		
TRADE SKILLS Electrical Trade	E		
COMPUTERS Day-to-day use of computers in trade <ul style="list-style-type: none"> • Microsoft • Stores • Chemwatch • Citect • Maint Management System (eg Maximo)* • Dataliners • Panelview • Alpha Numerics * Still to be fully implemented	E E E E E E E E	COMPUTERS Specifications History Interfacing with contract planning File management Maintenance planning (Maximo – MS project) Systems interface	O E O E E E
DRAFTING Design Drawing (board and freehand) Registering drawings into PWCS registers Drawing revisions Microfische	O O O E E		
PLANT AND MACHINERY Operation for maintenance purposes Front end loaders Forklift trucks	E O E		
INSTRUMENTATION Simple Instrument Loops <ul style="list-style-type: none"> • Identification of fault area • Isolation of fault area 	E	INSTRUMENTATION Process Control Diagnostics	E

PWCS LIMITED
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BASE TRADE (E) represents essential skill (O) represents an optional skill		ADVANCED TRADE (E) represents essential skill (O) represents an optional skill	
	PWCS Elect		PWCS Elect
PLC Monitoring programs Minor program changes <ul style="list-style-type: none"> • Bridging out • Adjusting timers Writing programs for small stand alone systems Download and reload programs Breakdown fault finding	E E E E E E	PLC Complex system fault finding Modification of complex circuits and design <ul style="list-style-type: none"> • Testing • field trials Network data monitoring (local & remote)	E E E E E
CONTROL SYSTEMS System layout Monitoring Fault finding <ul style="list-style-type: none"> • processor problems • component failure • programming faults Understanding inputs/outputs/basic philosophy Identification <ul style="list-style-type: none"> • components • cards • circuits 	E E E E E	CONTROL SYSTEMS Design and program Citect screens Data logging Chart recording <ul style="list-style-type: none"> • basic • event recording Modifying FEP programs Variable speed drives	O E E O E

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BASE TRADE (E) represents essential skill (O) represents an optional skill	 KCT Mech	ADVANCED TRADE (E) represents essential skill (O) represents an optional skill	 KCT Mech
EXPLOSIVE POWERED TOOLS	O	EXPLOSIVE POWERED TOOLS	O
DIESEL Maint	O	DIESEL Maint	O
		PROJECTS Plans small to multi-day projects and maintenance activities, researching, specification of jobs, analysing technical information and reporting back to team. (For projects, where the planning nominally does not exceed 3 days in duration)	E
SUPERVISION Working with contractors	E	SUPERVISION Oversees work of contractors on job/task/project. Small to multi-day projects (nominally not exceeding 3 days in duration)	E
COMPUTERS Day-to-day use of computers in trade <ul style="list-style-type: none"> • Microsoft • Stores • Chemwatch • Citect • Maint Management System • Dataliners • Panelview • Alpha Numerics 	E E E E E E E E	COMPUTERS Specifications History Interfacing with contract planning File management Maintenance planning (Maximo - MS project) Systems interface	O E O O E O
DRAFTING Design Drawing (board and freehand) Registering drawings into PWCS registers Drawing revisions & Microfische	E E E E		
PLANT AND MACHINERY Operation for maintenance purposes Front end loaders Forklift trucks	E O E		
TRADE SKILLS Appropriate trade Hydraulics/Pneumatics (I and II), or PWCS Industrial Hydraulics Module	E E	TRADE SKILLS Advanced Hydraulics	E
COMMUNICATION Meetings feedback Technical updating Project development	E E E		

**PWCS LIMITED
ENTERPRISE AGREEMENT 2007**

**PWCS Advanced Trades
CCT Mechanical Trades**

BASE TRADE		ADVANCED TRADE	
(E) represents essential skill (O) represents an optional skill	CCT Mech	(E) represents essential skill (O) represents an optional skill	CCT Mech
SCAFFOLDING Basic Scaffolding (Building for self)	E	SCAFFOLDING Intermediate Advanced	O O
RIGGING – Basic Dogman 2 or equivalent	E E	RIGGING –Intermediate	E
SWITCHING 240v and 415v	E	SWITCHING For others including simple & group isolations	E
CRANE/PLATFORMS Vehicle Mounted Crane Winch – Safe Operations Elevated Work Platform	E E E		
TRUCK Medium Rigid	O	TRUCK Heavy Rigid	E
CONFINED SPACES Safe entry, competent person, standby person	E	CONFINED SPACES Confined space coordinator	O
WELDING Oxy cutting and burning Manual metal arc Plasma (Fitter/Welder) MIG Welding Flux Core Hard Facing	E E E E E	WELDING Pressure Welding Welding to AS1554 MIG Welding TIG Welding	O O O O
RISK ASSESSMENT Perform risk assessment	E	RISK ASSESSMENT Facilitate risk assessment	O
CONDITION MONITORING (Fitter) • Oil sampling • Audio/ visual checking (Fitter/Welder) • Mag Particle • Dye Penetrate	E E E E	CONDITION MONITORING Ultrasonics Vibration analysis Laser Alignment NDT Thermographics	E O E E O
EXPLOSIVE POWERED TOOLS	O	EXPLOSIVE POWERED TOOLS	O
DIESEL Maint	O	DIESEL Maint	O
		PROJECTS Plans small to multi-day projects and maintenance activities, researching, specification of jobs, analysing technical information and reporting back to team. (For projects, where the planning nominally does not exceed 3 days in duration)	E

BASE TRADE (E) represents essential skill (O) represents an optional skill		ADVANCED TRADE (E) represents essential skill (O) represents an optional skill	
	CCT Mech		CCT Mech
SUPERVISION Working with contractors	E	SUPERVISION Oversees work of contractors on job/task/project. Small to multi-day projects (nominally not exceeding 3 days in duration)	E
COMPUTERS Day-to-day use of computers in trade <ul style="list-style-type: none"> • Microsoft • Stores • Chemwatch • Citect • Maintenance Management System • Dataliners • Panelview • Alpha Numerics 	E E E E E E E E	COMPUTERS Specifications History Interfacing with contract planning File management Maintenance planning (Maximo – MS project) Systems interface	O E O O E O
DRAFTING Design Drawing (board and freehand) Registering drawings into PWCS registers Drawing revisions and Microfische	E E E E		
PLANT AND MACHINERY Operation for maintenance purposes Forklift trucks	E E		
TRADE SKILLS Appropriate trade (Fitting or Boilermaking) Hydraulics/Pneumatics (I and II), or PWCS Industrial Hydraulics Module (Fitting)	E E	TRADE SKILLS Advanced Hydraulics	E
COMMUNICATION Meetings feedback Technical updating Project development Report Writing	E E E E		
		MAINTENANCE MANAGEMENT Problem Solving Inspector Planner Module Maintenance Strategy Development Reliability Centred Maintenance 1 Reliability Centred Maintenance 2	E E E E O

**PWCS Leading Trades
KCT and CCT Mechanical and Electrical Trades**

LEADING TRADES	
(E) represents essential skill (O) represents an optional skill	
Base Trade and Advanced Trade skills All skills as listed as essential in base/advanced skills matrix	E
Supervision Supervision of contractors/employees to the level of PWCS Works Supervisor	E
Maintenance Planning Utilise the Maintenance Management System and plan discreet tasks.	E
Equipment Accountability Monitoring of defects and performance of nominated equipment. Planning/Supervision of corrective actions	E
Root Cause Analysis (RCA) Lead a team to facilitate the RCA process for defect or performance issues of plant and equipment.	E
Training Skills Development and presentation of training briefs	E
Risk Assessment Facilitate formal risk assessment	E
Electrical Trades Only Power control officer as authorised by Maintenance Superintendent.	E
Condition Monitoring Collect and analyse data from plant and equipment.	
Other Perform any other trade and or ancillary related tasks that are assigned to you that you are competent to perform and that can be accomplished safely.	

APPENDIX 3 - PWCS ROSTER AGREEMENTS

PWCS LIMITED ENTERPRISE AGREEMENT 2007

PORT WARATAH COAL SERVICES LIMITED

7 DAY CONTINUOUS ROSTER

1 Title

This Agreement shall be called the "Port Waratah Coal Services Limited 7 Day Continuous Roster Agreement 2007" and shall be referred to as (this Agreement).

2 Parties

The Parties to this Agreement are:

PWCS
SUA
TWU
AFMEPKIU
ASU
AWU
ETU
CFMEU

3 Incidence

3.1 This Agreement shall apply to the same parties as the Port Waratah Coal Services Limited Enterprise Agreement 2007.

3.2 This Agreement shall be read in conjunction with the "PWCS Limited Enterprise Agreement 2007" as varied from time to time and shall have precedence over it.

3.3 Any disputes arising out of the operation of these rostering arrangements shall be progressed in accordance with the Disputes Settlement Procedure of the PWCS Limited Enterprise Agreement 2007.

3.4 This Agreement shall operate from the (Date of approval). It is intended that this 7 Day Continuous Roster shall operate for a period commensurate with the initial term of the PWCS Limited Enterprise Agreement 2007 applicable to PWCS-Carrington and PWCS-Kooragang. In the event that circumstances circumvent the implementation/continuation of the rosters contained in this Agreement, discussion will take place between the parties prior to the alteration of this roster. The effectiveness of this roster will be monitored by the parties to assess its suitability particularly as it relates to the company's international competitiveness.

Should a strong case be mounted for an alternative roster or start finish time, an opportunity will be provided for it to be trialed. A strong case requires the support of a clear majority of employees and must meet PWCS needs and the OH & S guidelines of the recognised research institutions.

3.5 The parties to this Agreement may seek to vary or terminate this Agreement by not less than seven (7) days notice in accordance with clause 19(c)(i) of the "PWCS Limited Enterprise Agreement 2007".

4 Roster Arrangements

4.1 Employees covered by this Agreement shall be individually rostered on a rotating shift work roster over a fifty-six (56) day cycle. An employee shall be rostered for work on the basis of one shift of twelve point five (12.5) hours duration on each of the four (4) consecutive days rostered on followed by four (4) rostered days off.

4.2 PWCS shall roster employees in four (4) crews in accordance with the roster arrangements set out in Attachment 1 to this Agreement such that in the eight (8) week cycle of the roster, employees shall average forty-three point seven five (43.75) rostered hours per week.

The rostered hours consist of thirty-five (35) hours of ordinary hours of work and eight point seven five (8.75) hours of overtime.

4.3 The roster rotation will consist of four (4) consecutive days of two (2) day shifts followed by two (2) night shifts. Two panels will be rostered respectively to day and night shifts and two panels will be rostered off on any one day.

5 Roster Allocation

5.1 In determining the allocation of employees to roster groups regard will be given to requests by employees for allocation to particular roster groups where practicable.

5.2 To even out labour availability, annual leave will be distributed evenly throughout the year.

Decisions on allocation of employees to Roster crews or authorisation of Annual Leave is by the Superintendent, taking into account where possible, employee requests.

6 Shift Hours

6.1 The commencing and finishing times for the purposes of the 7 Day Continuous Roster shall be:

	Start	Finish
Day	6.30 am	7.00 pm
Night	6.30 pm	7.00 am

- The 7 day 12.5 hour Continuous Roster is designed to provide Continuous Operations and coverage.
- Employees may present themselves for work between 0615 – 0630 and 1815 – 1830.
- Employees may prepare to leave, with the authorisation of the Supervisor, from 0615 or 1815 provided continuity and coverage is maintained.

Note:-

Variations to the points above can be authorised on an individual basis by the Supervisor.

If the Supervisor indicates the need for a team brief all team members shall commence work at 0630 or 1830 on that nominated shift.

For the purposes of overtime, changes of rates for continuous shiftworkers will occur at normal shift change times (eg Sunday overtime rates commence at 6:30 am Sunday morning).

6.2 Meal and Refreshment Breaks.

6.2.1 Shiftworkers when working twelve point five (12.5) hour shifts in accordance with this roster Agreement shall be entitled to not less than two meal breaks totalling not less than sixty (60) minutes which shall be counted as time worked. Refer to clause 25 (c) of the PWCS Limited Enterprise Agreement 2007.

6.2.2 A shiftworker working a twelve point five (12.5) hour shift in accordance with this Agreement who works overtime for more than one (1) hour immediately after their ordinary roster hours of work shall be entitled to a meal break of thirty (30) minutes duration and thereafter shall be entitled to an additional paid meal break of thirty (30) minutes duration for each additional four (4) hours worked as per clause 25 (d) (i) of the PWCS Limited Enterprise Agreement 2007.

6.2.3 When an employee is called upon to work in excess of one point five (1.5) hours but less than four (4) hours before the normal commencement of shift, a paid crib break of fifteen (15) minutes shall be allowed provided that the break is completed prior to the start of their normal shift as per clause 25 (e) (ii) of the PWCS Limited Enterprise Agreement 2007.

7 Administration

7.1 For the purpose of administering the roster each twelve point five (12.5) hours rostered shift consists of ten (10) ordinary hours of work and two point five (2.5) hours of overtime.

7.2 The ordinary rate of pay shall be that provided in clause 15 (a) of the PWCS Limited Enterprise Agreement 2007.

7.3 In addition of the ordinary rate of pay, shiftworkers working a twelve point five (12.5) hour, four (4) panel, seven (7) day continuous roster shall also be paid a shift premium of 63.93% of the ordinary rate of pay for each hour of rostered shifts. This shift premium reflects an average of the shift allowances, weekday and weekend penalty rates over each roster cycle.

8 Pay Averaging

Pay averaging is a method used to maintain an average payment each week over an agreed eight (8) week period of time.

8.1 All employees working the 7 Day Continuous Roster will have their weekly pay averaged to a maximum of forty three point seven five (43.75) rostered hours per week. This will be maintained when all rostered hours are worked each week.

8.2 Any absences except for those noted in clause 9.3 of this Agreement will change the average weekly pay in the week the absence occurs.

8.3 Allowances, overtime (other than rostered overtime) and any other payments due to an employee will be paid as additional payments in the appropriate pay week.

9 Leave

Approved leave as identified in the PWCS Limited Enterprise Agreement 2007 for employees working the 7 Day Continuous Roster will be administered in the following manner:

9.1 The following approved leave will be paid at the ordinary rate of pay up to a maximum of ten (10) hours on any one day:

Annual Leave (including appropriate leave loadings)
Long Service Leave
Compassionate Leave
Military Leave

9.2 Personal Leave (Sick/Carer's Leave)

9.2.1 An employee absent from their normal rostered shift due to personal ill health shall be paid at the ordinary rate of pay up to a maximum of twelve point five (12.5) hours.

9.2.2 Sick leave shall be calculated on a pro-rata basis for each day/shift taken, eight point seven five (8.75) hours will be deducted from the employees ordinary sick leave balance and three point seven five (3.75) hours from the additional sick leave credits as per clause 32(b). As per clause 32(b) (iv) of the PWCS Limited Enterprise Agreement 2007 for any hours less than twelve point five (12.5) hours the calculation will be on a pro-rata basis.

9.2.3 When a Dayworker is rostered to an eight (8) week cycle, six (6) hours will be added to the additional hours credits.

9.2.4 When a Dayworker is rostered to the 7 Day Continuous Roster for periods less than one complete cycle point seven five (0.75) hours will be added to the additional hours credits for each week rostered as per clause 32 (b).

9.3 The following approved leave will be paid as per the roster less any reimbursements received as identified in the PWCS Limited Enterprise Agreement 2007.

Jury Service
Emergency Leave
Trade Union Training

10 Public Holidays

10.1 An employee rostered to work on a public holiday will be paid as rostered (see clause 7.3) (163.93%) plus an additional payment of double the ordinary rate for all time worked, except for Good Friday and Christmas Day which will be paid at the rate of double time and one half.

10.2 When an employee is requested to work hours additional to their normal rostered hours on a public holiday, payment will be at triple the ordinary rate except for Good Friday and Christmas Day which will be paid at triple time and one half for all time worked.

10.3 When an employee is rostered off on a public holiday one (1) day or shift being an ordinary working day or shift shall be added to the employee's period of annual leave with nil loading.

-
- 10.4 An employee rostered off on a public holiday and who works on a public holiday will be paid triple the ordinary rate except for Christmas Day and Good Friday which will be paid at triple time and one half for all time worked in addition to Item 10.3.
- 10.5 For the purposes of understanding the operation of clause 10 and 11, there could be two relevant days dealing with Christmas Day.

The first is when Christmas Day and the Public Holiday for Christmas Day fall on 25 December. The second is when Christmas Day falls on a weekend, there may be an additional day gazetted as a Public Holiday. Accordingly, both 25 December and any additional day gazetted as a Public Holiday will be paid as a public holiday as detailed above.

11 Christmas Day

For the purposes of this clause, Christmas Day is defined as 6.30am 25 December to 07.00am 26 December. For the purposes of this agreement, shifts starting at 6.30am 26 December will attract Boxing Day public holiday rates.

PWCS recognises that Christmas Day would preferably be recognised as a rostered day off in the first instance for all employees working the 7 Day Continuous Shiftwork Roster.

However, all parties recognise that this may not be possible and that PWCS may need to operate on Christmas Day to meet its Business needs.

On such occasions, the following arrangements will apply:

- (a) PWCS will, no later than the last week of November of each year, advise of the required manning inclusive of numbers and skills levels required for the planned operations. Alternative working arrangements which may assist in providing the required manning may include but is not limited by the following:
- Replacing employees rostered on to work with other employees on overtime.
 - Shift swapping
 - Working shorter shifts.
- Manning commitments are to be provided to PWCS by the employees in the first week of December each year.
- (b) If the manning commitments do not meet the minimum requirements of PWCS for the Christmas Day planned operations, then the shortfall will be met by employees whose roster pattern would otherwise have required them to work Christmas Day. Payment for these employees will be in accordance with clause 10.1 of this agreement. The parties to this agreement will provide continuity of the required planned operations.
- (c) Employees who work on Christmas Day will be paid in accordance with Clause 10 of this agreement. In addition, for employees who work six point two five (6.25) hours or more on Christmas Day, ten (10) hours will be added to their period of annual leave nil loading. For employees who work less than six point two five (6.25) hours, one (1) hour will be added to the employee's period of annual leave with nil loading for every hour worked up to a maximum of ten (10) hours. Employees already receiving an annual leave nil loading day in accordance with clause 10.3 of this agreement are unable to receive the nil loading day twice. Employees are unable to receive more than ten (10) hours annual leave nil loading day on 25 December.

-
- (d) Employees who would normally have been rostered to work on Christmas Day and are not required to do so will receive a payment of ten (10) hours at the ordinary rate of pay. No additional day or shift will be added to their leave with nil loading.

12 7 Day Continuous Roster Relief

12.1 Short Notice Relief Options

Any short term absence on this roster will be managed by utilising the following options. These options are in no specific order but teams will be treated fairly and equitably.

- Not replacing the position based on the operational needs at the time.
- Utilising a Dayworker
- Utilising a Casual Employee
- Utilising a Part Time Employee
- Utilising Overtime.

The method of relief will be determined by the appropriate Superintendent.

12.2 Long Term Relief Options

Long Term relief is when an employee with the required notification of seven (7) days or less by agreement, is rostered to the 7 Day Continuous Roster for periods equal to an eight (8) week cycle for coverage of planned absences.

An employee rostered to Long Term relief will be paid and administered as a 7 Day Continuous shiftworker, attracting the same shift premiums for all rostered hours worked. Pay averaging will apply whilst the employee continues in Long Term relief.

When rostering an employee into Long Term relief and this employee is relieving more than one employee during the eight (8) week cycle, considerations must be given to:

- the working of no more than four consecutive days
- the working of no more than two consecutive night shifts
- the number of full weekends off
- the number of part weekends worked
- no more or no less than twenty eight (28) rostered shifts

Any long term absence on this roster will be managed utilising the following options. The preferred option, if the position is to be replaced, is to utilise a PWCS Daywork employee.

- Not replacing the position based on operational needs at the time.
- Utilising a Dayworker
- Utilising a Casual employee
- Utilising a Part time employee
- Utilising a Fixed Term employee

The method of relief will be at the discretion of the Superintendent

12.3 Mid Term Relief

Mid-term relief applies when an employee is rostered to the 7 Day Continuous roster in blocks of 4 shifts with a minimum of one block and a maximum of 6 blocks.

An employee rostered as mid-term relief will be paid as follows:

Monday to Friday

- 8.75 hours of ordinary time for day shift at loading of 1.0
- 8.75 hours of ordinary time for night shift at loading of 1.55
- 3.75 hours rostered overtime paid at double ordinary time.

Saturday and Sunday

- 12.5 hours paid at the applicable rates.

For administration purposes 8.75 hours of every shift is deemed as ordinary time to contribute to the 35 hour week.

To maintain the 35 hour week in pay weeks where three or less 12.5 hour shifts are worked, additional 10 hour daywork shifts will be provided, where 8.75 hours is paid as ordinary time.

The Supervisor and employee involved in transferring to the 7 Day continuous roster on a mid term relief basis shall discuss and agree the transition details to and from the roster. The intent of this process is to utilise the period before and after the mid term relief in order to:

- reduce the need for excessive consecutive days
- minimise the variation to weekly pay during the transition
- meet the operating needs during the transition

The minimum notice for re-rostering an employee to mid-term relief will be Friday of the week previous to the relief week, except by mutual agreement.

Attachment 1

Employee's Roster Cycle

Week	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Ordinary Hours	Roster Overtime	Total Hours
Week 1	D	D	N	N	x	x	x	40	10	50
Week 2	X	D	D	N	N	x	x	40	10	50
Week 3	X	x	D	D	N	N	x	40	10	50
Week 4	X	x	X	D	D	N	N	40	10	50
Week 5	X	x	X	x	D	D	N	30	7.5	37.5
Week 6	N	x	X	x	x	D	D	30	7.5	37.5
Week 7	N	N	X	x	x	x	D	30	7.5	37.5
Week 8	D	N	N	x	x	x	x	30	7.5	37.5

8 Week Cycle

	Week 1							Week 2							Week 3							Week 4							
Shift	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Shift 1	D	D	N	N	x	x	X	x	D	D	N	N	x	x	x	x	D	D	N	N	x	x	x	x	x	D	D	N	N
Shift 2	N	N	x	x	x	x	D	D	N	N	x	x	x	x	D	D	N	N	x	x	x	x	D	D	N	N	x	x	
Shift 3	x	x	D	D	N	N	X	x	x	x	D	D	N	N	x	x	x	x	D	D	N	N	x	x	x	x	D	D	
Shift 4	x	x	x	x	D	D	N	N	x	x	x	x	D	D	N	N	x	x	x	x	D	D	N	N	x	x	x	x	

	Week 5							Week 6							Week 7							Week 8							
Shift	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Shift 1	x	x	x	x	D	D	N	N	x	x	x	x	D	D	N	N	x	x	x	x	D	D	N	N	x	x	x	x	
Shift 2	x	x	D	D	N	N	X	x	x	x	D	D	N	N	x	x	x	x	D	D	N	N	x	x	x	x	D	D	
Shift 3	N	N	x	x	x	x	D	D	N	N	x	x	x	x	D	D	N	N	x	x	x	x	D	D	N	N	x	x	
Shift 4	D	D	N	N	x	x	X	x	D	D	N	N	x	x	x	x	D	D	N	N	x	x	x	x	x	D	D	N	N

PORT WARATAH COAL SERVICES LIMITED

10 HOUR DAYWORK ROSTER

1 Title

This Agreement shall be called the "Port Waratah Coal Services Limited 10 Hour Daywork Roster Agreement 2007" and shall be referred to as (this Agreement).

2 Parties

The Parties to this Agreement are:

PWCS
SUA
TWU
AFMEPKIU
ASU
AWU
ETU
CFMEU

3 Incidence

3.1 This Agreement shall apply to the same parties as the Port Waratah Coal Services Limited Enterprise Agreement 2007.

3.2 This Agreement shall be read in conjunction with the "PWCS Limited Enterprise Agreement 2007" as varied from time to time and shall have precedence over it.

3.3 Any disputes arising out of the operation of these rostering arrangements shall be progressed in accordance with the Disputes Settlement Procedure of the PWCS Limited Enterprise Agreement 2007.

3.4 This Agreement shall operate from the (Date of Certification) It is intended that this 10 Hour Daywork Roster shall operate for a period commensurate with the initial term of the PWCS Limited Enterprise Agreement 2007 applicable to PWCS-Carrington and PWCS-Kooragang. In the event that circumstances circumvent the implementation/continuation of the rosters contained in this Agreement, discussion will take place between the parties prior to the alteration of this roster.

3.5 The parties to this Agreement may seek to vary or terminate this Agreement by not less than seven (7) days notice in accordance with clause 19 (a) (iv) of the "PWCS Limited Enterprise Agreement 2007".

4 Roster Arrangements

4.1 PWCS will endeavour to roster employees to a roster that meets the needs of the business and employees. The nominated available rosters are shown in Attachment 1 of this Agreement. The Superintendent will work with and involve the team in nominating the appropriate roster but remains accountable for making the decision on which roster pattern shall be worked.

4.2 The rostered hours consist of thirty-five (35) hours of ordinary hours of work and five (5) hours of overtime per week.

5 Roster Allocation

5.1 In determining the allocation of employees to roster groups regard will be given to requests by employees for allocation to particular roster groups where practicable.

5.2 To even out labour availability, annual leave will be distributed evenly throughout the year.

Decisions on allocation of employees to Roster crews or authorisation of Annual Leave is by the Superintendent, taking into account where possible, employee requests.

6 Shift Hours

6.1 The commencing and finishing times for the purposes of 10 Hour Daywork Roster shall be:

Day	Start	Finish
	6.30 am	5.00 pm

For the purposes of overtime, changes of rates for employees working the 10 Hour Daywork roster will occur at midnight. (eg Sunday overtime rates commence at 0001 Sunday morning)

6.2 Start and Finish Times

Start and finish times may be altered by agreement between the team and the Superintendent to suit the needs of the business or the individual. Once altered they may be for a fixed period or reviewed from time to time as required. This will be done in accordance with Company Policy and clause 19 (a)(iv).

6.3 Meal and Crib Breaks

6.3.1 Meal Break

i) The parties recognise the need to stagger the midshift unpaid meal break of not less than 30 minutes, over a period of 2 hours, after the completion of 4 hours work, in order to maximise operational efficiency and ensure continuity of operations.

iii) Meal breaks will be co-ordinated within the team and be varied to ensure continuity of operation.

6.3.2 Crib Break

iii) An employee rostered to work the 10 Hour Daywork roster shall be allowed a 15 minutes paid crib break after the unpaid meal break. This crib break is to be taken flexibly with the approval of the Supervisor.

7 Administration

7.1 For the purpose of administering the roster each ten (10) hour rostered shift consists of eight point seven five (8.75) ordinary hours of work and one point two five (1.25) hours of overtime.

7.2 The ordinary rate of pay shall be that provided in clause 15 (a) of the PWCS Limited Enterprise Agreement 2007.

8 Leave

Approved leave as identified in the PWCS Limited Enterprise Agreement 2007 for employees working the 10 Hour Daywork Roster will be administered in the following manner:

8.1 The following approved leave will be paid at the ordinary rate of pay up to a maximum of eight point seven five (8.75) hours on any one day:

Annual Leave (including appropriate leave loadings)
Long Service Leave
Compassionate Leave
Military Leave

8.2 Personal Leave (Sick/Carer's Leave)

8.2.1 An employee absent from their normal rostered shift due to personal ill health shall be paid at the ordinary rate of pay up to a maximum of ten (10) hours.

8.2.2 Sick leave shall be calculated on a pro-rata basis for each day/shift taken, eight (8) hours will be deducted from the employees ordinary sick leave balance and two (2) hours from the additional sick leave credits as per clause 32(b). As per clause 32 (b) (iv) of the PWCS Limited Enterprise Agreement 2007 for any hours less than ten (10) hours the calculation will be on a pro-rata basis.

8.3 The following approved leave will be paid as per the roster less any reimbursements received as identified in the PWCS Limited Enterprise Agreement 2007.

Jury Service
Emergency Leave
Trade Union Training

9 Public Holidays

9.1 Public Holidays will be recognised as a rostered day off for all employees working the 10 Hour Daywork Roster.

9.2 Employees who would normally have been rostered to work on a Public Holiday will receive a payment of eight point seven five (8.75) hours at the ordinary rate of pay. No additional day will be added to their leave with nil loading.

9.3 When an employee is rostered off on a public holiday one (1) day, of eight point seven five (8.75) hours, being an ordinary working day shall be added to the employee's period of annual leave with nil loading.

- 10 For the purposes of this clause, Christmas Day is defined as 6.30am 25 December to 07.00am 26 December. For the purposes of this agreement, shifts starting at 6.30am 26 December will attract Boxing Day public holiday rates.

For employees who work on Christmas Day the following arrangements will apply.

- (a) Employees who would normally have been rostered to work Christmas Day and work it will receive in addition to a payment of eight point seven five (8.75) hours at the ordinary rate as set out in clause 9.2 of this agreement, eight point seven five (8.75) hours at double and one half the ordinary rate plus triple time and one half for all hours worked outside the ordinary hours of work for an employee on this roster.
- (b) Employees who would normally have been rostered off on Christmas Day and work it will receive in addition to a eight point seven five (8.75) hours annual leave with nil loading as set out in clause 9.3 of this agreement, payment of triple time and one half for all time worked.
- (c) In addition to payments set out above in (a) and (b), employees who work six point two five (6.25) hours or more on Christmas Day, ten (10) hours will be added to their period of annual leave nil loading. For employees who work less than six point two five (6.25) hours, one (1) hour will be added to the employee's period of annual leave with nil loading for every hour worked up to a maximum of ten (10) hours.

For employees who would normally have been rostered off on Christmas Day and who receive an annual leave nil loading day as outlined in 9.3 of this agreement can only receive annual leave nil loading hours up to a maximum of ten (10) hours. Employees are unable to receive more than ten (10) hours annual leave nil loading day on 25 December.

Attachment 1

Crew	WEEK 1							WEEK 2							WEEK 3							WEEK 4						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
	D	D	D	D	X	X	X	X	D	D	D	D	X	X	D	D	D	D	X	X	X	X	D	D	D	D	X	X
	X	D	D	D	D	X	X	D	D	D	D	X	X	X	X	D	D	D	D	X	X	D	D	D	D	X	X	
	D	D	D	D	X	X	X	D	D	D	D	X	X	X	D	D	D	D	X	X	X	D	D	D	D	X	X	
	X	D	D	D	D	X	X	X	D	D	D	D	X	X	X	D	D	D	D	X	X	X	D	D	D	D	X	X

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PORT WARATAH COAL SERVICES LIMITED

10 HOUR DAY AND AFTERNOON SHIFT ROSTER

1 Title

This Agreement shall be called the "Port Waratah Coal Services Limited 10 Hour Day and Afternoon Shift Roster Agreement 2007" and shall be referred to as (this Agreement).

2 Parties

The Parties to this Agreement are:

- PWCS
- TWU
- SUA
- AFMEPKIU
- ASU
- AWU
- ETU
- CFMEU

3 Incidence

- 3.1 This Agreement shall apply to the same parties as the Port Waratah Coal Services Limited Enterprise Agreement 2007.
- 3.2 This Agreement shall be read in conjunction with the "PWCS Limited Enterprise Agreement 2007" as varied from time to time and shall have precedence over it.
- 3.3 Any disputes arising out of the operation of these rostering arrangements shall be progressed in accordance with the Disputes Settlement Procedure of the PWCS Limited Enterprise Agreement 2007.
- 3.4 This Agreement shall operate from the date of certification of this agreement and it is intended that this 10 Hour Day and Afternoon Shift Roster shall operate for a period commensurate with the initial term of the PWCS Limited Enterprise Agreement 2007 applicable to PWCS-Carrington and PWCS-Kooragang. In the event that circumstances circumvent the implementation/continuation of the rosters contained in this Agreement, discussion and agreement must occur between the parties prior to the alteration of this roster.
- 3.5 The parties to this Agreement may seek to vary or terminate this Agreement by not less than seven (7) days notice in accordance with clause 19 (a) (iv) of the "PWCS Limited Union Enterprise Agreement 2007".

4 Roster Arrangements

- 4.1 PWCS will endeavour to roster employees to a roster that meets the needs of the business and employees. The nominated available rosters are shown in Attachment 1 of this Agreement. The Superintendent will work with and involve the team in nominating the

appropriate roster but remains accountable for making the decision on which roster pattern shall be worked.

4.2 The rostered hours consist of thirty-five (35) ordinary hours of work and five (5) hours of overtime per week. The thirty-five (35) hours of ordinary work will attract a 20% shift premium.

5 Roster Allocation

5.1 In determining the allocation of employees to roster groups regard will be given to requests by employees for allocation to particular roster groups where practicable.

5.2 To even out labour availability, annual leave will be distributed evenly throughout the year. Decisions on allocation of employees to Roster crews or authorisation of Annual Leave is by the Superintendent, taking into account where possible, employee requests.

5.3 Provided always that seven (7) days notice of alteration is given by PWCS to the employee concerned, an employee working the 10 Hour Daywork Roster may be re-rostered to the afternoon shift portion of this roster for a period of up to two weeks. When re-rostered for a period of up to two weeks the employee will work the afternoon shift portion of this roster and will be paid a shift premium of 40% on their 10 hour daywork roster rate. The employee will continue to receive superannuation payments in accordance with the 10 Hour Daywork Roster.

6 Shift Hours

6.1 The commencing and finishing times for the purposes of 10 Hour Day and Afternoon Shift Roster shall be:

	Start	Finish
Day Shift	6.30am	4.30pm
Afternoon Shift	3.30pm	01.30am

For the purposes of overtime, changes of rates for employees working the 10 Hour Day and Afternoon Shift roster will occur at midnight. (eg Sunday overtime rates commence at 0001 Sunday morning)

6.2 Start and Finish Times

Start and finish times may be altered by agreement between the team and the Superintendent to suit the needs of the business or the individual. Once altered they may be for a fixed period or reviewed from time to time as required. This will be done in accordance with Company Policy and clause 19 (a)(iv).

6.3 Meal and Crib Breaks

6.3.1 Meal Break

- i) An employee rostered to the 10 Hour Day and Afternoon Shift roster will be entitled to one paid meal break of not less than thirty minutes (30) which shall be counted as time worked. The parties recognise the need to stagger the midshift paid meal break of 30 minutes, over a period of 2 hours, after the completion of 4 hours work, in order to maximise operational efficiency and ensure continuity of operations.

6.3.2 Crib Break

- i) An employee rostered to work the 10 Hour Day and Afternoon Shift roster shall be allowed a 15 minutes paid crib break after the paid meal break. This crib break is to be taken flexibly with the approval of the Supervisor.

7 Administration

- 7.1 For the purpose of administering the roster each ten (10) hour rostered shift consists of eight point seven five (8.75) ordinary hours of work with a 20% shift premium and one point two five (1.25) hours of overtime.

The shift premium of 20% is an average of 0% shift premium applicable to the weeks when rostered to dayshift and 40% shift premium applicable to the weeks when rostered to afternoon shift.

	WEEK 1							WEEK 2							WEEK 3							WEEK 4						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Shift Premium	Day							Day							Afternoon							Afternoon						
	0%							0%							40%							40%						
Avg Shift Premium	20%							20%							20%							20%						

- 7.2 The ordinary rate of pay shall be that provided in clause 15 (a) of the PWCS Limited Enterprise Agreement 2007.

8 Leave

Approved leave as identified in the PWCS Limited Enterprise Agreement 2007 for employees working the 10 Hour Day and Afternoon Shift Roster will be administered in the following manner:

- 8.1 The following approved leave will be paid at the ordinary rate of pay up to a maximum of eight point seven five (8.75) hours on any one day:

- Annual Leave (including appropriate leave loadings)
- Long Service Leave
- Compassionate Leave
- Military Leave

8.2 Personal (Sick/Carer's) Leave

- 8.2.1 An employee absent from their normal rostered shift due to personal ill health or their carer's responsibilities shall be paid at the ordinary rate of pay up to a maximum of ten (10) hours.

- 8.2.2 Personal leave shall be calculated on a pro-rata basis for each day/shift taken, eight (8) hours will be deducted from the employees ordinary sick leave balance and two (2) hours from the additional sick leave credits as per clause 32(b). As per clause 32 (b) (iv) of the PWCS Limited Enterprise Agreement 2007 for any hours less than ten (10) hours the calculation will be on a pro-rata basis.

- 8.3 The following approved leave will be paid as per the roster less any reimbursements received as identified in the PWCS Limited Enterprise Agreement 2007.

Jury Service
Emergency Leave

9 Public Holidays

9.1 Public Holidays will be recognised as a rostered day off for all employees working the 10 Hour Day and Afternoon Shift Roster.

9.2 Employees who would normally have been rostered to work on a Public Holiday will receive a payment of eight point seven five (8.75) hours at the ordinary rate of pay. No additional day will be added to their leave with nil loading.

9.3 When an employee is rostered off on a public holiday one (1) day, of eight point seven five (8.75) hours, being an ordinary working day shall be added to the employee's period of annual leave with nil loading.

10 For the purposes of this clause, Christmas Day is defined as 6.30am 25 December to 07.00am 26 December. For the purposes of this agreement, shifts starting at 6.30am 26 December will attract Boxing Day public holiday rates.

For employees who work on Christmas Day the following arrangements will apply.

- (a) Employees who would normally have been rostered to work Christmas Day and work it will receive in addition to a payment of eight point seven five (8.75) hours at the ordinary rate as set out in clause 9.2 of this agreement, eight point seven five (8.75) hours at double and one half the ordinary rate plus triple time and one half for all hours worked outside the ordinary hours of work for an employee on this roster.
- (b) Employees who would normally have been rostered off on Christmas Day and work it will receive in addition to a eight point seven five (8.75) hours annual leave with nil loading as set out in clause 9.3 of this agreement, payment of triple time and one half for all time worked.
- (c) In addition to payments set out above in (a) and (b), employees who work six point two five (6.25) hours or more on Christmas Day, ten (10) hours will be added to their period of annual leave nil loading. For employees who work less than six point two five (6.25) hours, one (1) hour will be added to the employee's period of annual leave with nil loading for every hour worked up to a maximum of ten (10) hours.

For employees who would normally have been rostered off on Christmas Day and who receive an annual leave nil loading day as outlined in 9.3 of this agreement can only receive annual leave nil loading hours up to a maximum of ten (10) hours. Employees are unable to receive more than ten (10) hours annual leave nil loading day on 25 December.

**PWCS LIMITED
ENTERPRISE AGREEMENT 2007**

Attachment 1

	WEEK 1							WEEK 2							WEEK 3							WEEK 4						
Crew	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Team 1	D	D	D	D	x	x	x	x	D	D	D	D	x	x	A	A	A	A	x	x	x	x	A	A	A	A	x	x
Team 2	x	D	D	D	D	x	x	D	D	D	D	x	x	x	x	A	A	A	A	x	x	A	A	A	A	x	x	x
Team 3	A	A	A	A	x	x	x	x	A	A	A	A	x	x	D	D	D	D	x	x	x	x	D	D	D	D	x	x
Team 4	x	A	A	A	A	x	x	A	A	A	A	x	x	x	x	D	D	D	D	x	x	D	D	D	D	x	x	x
Team 5	D	D	D	D	x	x	x	D	D	D	D	x	x	x	A	A	A	A	x	x	x	A	A	A	A	x	x	x
Team 6	x	D	D	D	D	x	x	x	D	D	D	D	x	x	x	A	A	A	A	x	x	x	A	A	A	A	x	x
Team 7	A	A	A	A	x	x	x	A	A	A	A	x	x	x	D	D	D	D	x	x	x	D	D	D	D	x	x	x
Team 8	x	A	A	A	A	x	x	x	A	A	A	A	x	x	x	D	D	D	D	x	x	x	D	D	D	D	x	x

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PORT WARATAH COAL SERVICES LIMITED

7:1 ROSTER 'A1'

1. Title

This arrangement shall be referred to as the "Port Waratah Coal Services Limited 7:1 Roster A1 Agreement 1995".

2. Parties

The Parties to this Agreement are:

SUA
TWU
AFMEPKIU
ASU
AWU
ETU
CFMEU

3. Incidence

3.1 This Agreement shall apply to Port Waratah Coal Services Ltd as to the employment of, or persons coming within the scope of the conditions of eligibility for membership rule of the Unions party to this Agreement in or in connection with the Company's operations at Newcastle.

3.2 This Agreement shall be read in conjunction with the "Port Waratah Coal Services Limited Enterprise Agreement 2007" as varied from time to time.

3.3 Any disputes arising out of the operation of these rostering arrangements shall be progressed in accordance with the Settlement of Disputes procedure of the Agreement.

4. Operation

4.1 This agreement shall operate from (Date of approval). It is intended that this 7:1 roster should operate for a period commensurate with the initial term of the Industrial Agreement applicable to PWCT and KCT. In the event that circumstances circumvent the duration of this roster discussion will take place between the parties prior to the alteration of this roster. The effectiveness of this roster will be monitored by the parties to assess its suitability particularly as it relates to the company's international competitiveness.

4.2 The parties to this Agreement may seek to vary or terminate this Agreement by not less than seven (7) days notice in accordance with clause 19 (b) (iii) of the Agreement.

5. Roster Arrangements

5.1 Employees shall be individually rostered on a rotating shift work roster over a fifty-six (56) day cycle with regular and irregular rostering. An employee on regular or irregular rostering shall be rostered for work on the basis of one shift of eight (8) hours duration on each of the five (5)

consecutive days Monday to Friday of each rostered on week. Each week of regular and irregular rostering (Monday to Friday) shall be known as the five (5) day period. Separate individual allocation arrangements shall apply to overtime shifts on Saturday and Sunday in accordance with existing arrangements. See also clause 19(d) of the Agreement.

5.2 Operators

5.2.1 The Company shall roster employees in four (4) crews in accordance with the roster arrangements set out in Attachment 1 to this Agreement such that in the eight (8) week cycle of the roster, employees shall average thirty-five (35) ordinary roster hours per week. In seven (7) of the eight (8) weeks of the roster cycle employees shall work forty (40) ordinary roster hours per week in eight (8) hour shifts Monday to Friday inclusive, subject to clause 19 of the Agreement, in accordance with the shift hours which are specified in clause 8 hereof and in one (1) week of the roster cycle shall be rostered off.

5.2.2 For the purposes of the roster - two (2) roster groups, each of half crew size will be rostered on each of Day, Afternoon and Night Shifts; one (1) group will be rostered irregularly and one (1) group will be rostered off. During the eight (8) week cycle of the roster each employee will be rostered for two (2) weeks on each of Day, Afternoon and Night Shifts, one (1) week on irregular shift and will be rostered off work for one (1) week.

5.2.3 The roster periods of Day, Afternoon, Night and Irregular shifts shall only apply in respect of the five (5) shifts to be worked as ordinary roster hours, Monday to Friday inclusive, and shall not be considered when manning overtime shifts on Saturday and Sunday.

5.2.4 Where an employee is available for overtime work on any Saturday or Sunday regard will be had in allocating overtime to that employee to the ordinary roster shifts to which such employee is allocated in accordance with the roster immediately prior to and subsequent to the Saturday or Sunday concerned to ensure efficient operation.

6. Construction Of Rosters

6.1 In determining the allocation of employees to roster groups regard will be had to requests by employees for allocation to particular roster groups where practicable.

Where there are too few or too many requests for allocation to particular groups they will be determined by ballot or other alternate arrangements agreed by the company.

6.2 To even our labour availability, annual leave will be distributed evenly throughout the year.

Where there are competing requests within a group for annual leave to be taken at similar times they will be determined by ballot or other alternate arrangements agreed by the company.

7. Employees When Irregularly Rostered

7.1 Unless otherwise advised as per 7.2 an employee irregularly rostered shall work on Day Shift.

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- 7.2 When irregularly rostered an employee may be allocated to any one shift on any day provided that:
- (a) an employee who has worked day shift or afternoon shift shall not be required to work the succeeding night shift and an employee who has worked night shift shall not be required to work the succeeding day or afternoon shift; and
 - (b) an employee who has worked day shift and is then required to work afternoon shift on the succeeding day shall not subsequently be required to change shift more than once again that week.

- 7.3 An employee who for any reason is unavailable for work on the working day immediately prior to, or on any day during a week in which the employee is irregularly rostered (including during the week in which the employee would normally be rostered off but is available for work pursuant to clause 9.6 of this Agreement) shall be responsible for ascertaining his/her shift allocation on the next ordinary working day by contacting the company the preceding day.

An employee irregularly rostered to Day, Afternoon or Night Shift hours shall be paid the shift allowance applicable to that shift in accordance with clause 19 of the Agreement.

8. Shift Hours

- 8.1 The commencing and finishing times of shifts for the purposes of the A1 roster shall be:

	START	FINISH
Day Shift	Between 5am – 9am	Between 1pm – 4pm
Afternoon Shift	Between 1pm – 4pm	Between 9pm – midnight
Night Shift	Between 9pm – midnight	Between 5am – 8 am

8.2 Meal and Refreshment Breaks

- 8.2.1 Shiftworkers when working eight (8) hour shifts in accordance with this roster A1 Agreement shall be entitled to a meal break of thirty (30) minutes duration which shall be counted as time worked.
- 8.2.2 Meal breaks, whether during ordinary roster hours or overtime shall be so staggered as to permit continuous operations in accordance with the Award. Provided that the meal break referred to in this clause shall be taken:
- (a) Provided that when an Operator is assisting a Tradesperson the Operator may be required to take the meal with the Tradesperson.
 - (b) For Foremen at such times as may be convenient to ensure for continuous operations.
- 8.2.3 A shiftworker working an eight (8) hour shift in accordance with this Agreement who works overtime for one (1) hour or more immediately after his/her ordinary roster hours of work shall be entitled to a meal break of thirty (30) minutes duration and

thereafter shall be entitled to an additional paid meal break of thirty (30) minutes duration for each additional four (4) hours worked.

8.2.4 In lieu of the provisions of clause 25 of the Agreement, a shiftworker working an eight (8) hour shift in accordance with this Agreement who works overtime for three (3) hours or more immediately prior to the normal commencing time of his/her ordinary roster hours of work shall be entitled to a paid meal break of thirty (30) minutes duration as near to such employee's normal starting time as practicable.

8.2.5 The meal and crib breaks referred to in this clause are not cumulative.

9. Rates Of Pay And Payment Of Wages

9.1 The ordinary rate of pay shall be that provided in clause 15 of the Agreement.

9.2 Where an employee, in accordance with the roster arrangements, is required to work an eight (8) hour shift on any day as part of his/her ordinary roster hours of work or where the employee is absent on such a shift in circumstances referred to in clause 9.4 hereof such employee will be paid for that shift 7/35ths of the weekly rate (plus shift premium where appropriate) in his/her ordinary wages for that week and shall accrue a credit of 1/35th of the weekly rate plus 25% of that entitlement towards payment during the rostered off week in the cycle of the roster.

- 9.3
- (i) In respect of the accumulation of credits of one (1) hour per day on shifts Monday to Friday towards the rostered off week, the only premium applicable shall be the additional 25% of that entitlement provided for by subclauses (ii) and (iii) hereof.
 - (ii) Where an employee is entitled to a full week rostered off, such employee shall receive a payment in respect of that week of the weekly wage for his/her classification plus 25% of that entitlement.
 - (iii) Where an employee is not entitled to a full week rostered off, such employee shall be paid for each hour of entitlement established on the basis of 1/35th of the weekly wage for his/her classification plus 25% of that entitlement.

9.4 The following paid absences from work during the seven (7) rostered on weeks of an eight (8) hour period shall not affect an employee's entitlement to the payment for such employee's rostered of week:

- (i) annual leave and added days on annual leave
- (ii) public holidays
- (iii) compassionate leave
- (iv) approved leave to attend a Trade Union meeting
- (v) jury service
- (vi) approved training
- (vii) paid personal leave where the absence is a broken part of an eight (8) week period

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- (viii) long service leave where the absence is a broken part of an eight (8) week period
 - (ix) absence while in receipt of workers' compensation where the absence is a broken part of an eight (8) week period except that should such a period of absence continue through a rostered off week, or should the employee resume work immediately preceding a rostered week off and then return to compensation in respect of the same injury in the week succeeding the rostered week off, the payment shall be limited to the credits established in the preceding seven (7) rostered on weeks of the eight (8) week period. Where a full payment of thirty-five (35) hours at the rate for the classification has been made in respect of such rostered off week, the employer will be entitled to recover that portion in excess of the employee's entitlement under this provision.
 - (x) Other authorised and paid leave to which an employee is entitled under the provisions of the Agreement.
- 9.5
- (i) An employee who is absent from work Monday to Friday and is not entitled to payment for that absence under subclause 9.4 hereof (eg unpaid personal leave, failure to report, stoppages etc) shall for each hour the employee is so absent have 1/35th of the weekly wage deducted. The deduction in respect of any day of absence shall not exceed 7/35ths of the weekly wage. Provided that when an employee is absent from duty for a whole shift (eight (8) hours) such employee will not accrue a credit towards payment for the rostered week off.
 - (ii) Where the number of credited hours established towards the entitlement for a rostered week off are any number less than thirty-five (35), the employee shall only be entitled to be paid for that percentage of the rostered week off payment that the credited hours established bear to thirty-five (35) and shall be required to take only that number of rostered days off as determined by dividing the number of credited hours established by seven (7) and where such division results in a fraction of a day, the employee shall not be required to take a rostered off day where the fraction is less than 50%, but shall be required to take a rostered off day where the fraction is 50% or more.
- 9.6
- Where an employee is not entitled to a full week rostered off and is available for work or does work under the terms of subclause (ii) hereof on any day of what would normally be a rostered off week:
- (i) the employee shall be considered irregularly rostered;
 - (ii) the employee shall be entitled to a payment of 7/35ths of the weekly wage when not employed on a day Monday to Friday on which the employee is entitled to be available for work and is not employed;
 - (iii) when employed on any day Monday to Friday a credit will not accrue toward the subsequent rostered off week, the first seven (7) hours of the shift will be paid for at ordinary rates and where appropriate will attract the premiums prescribed in clause 5.2.3 of this Agreement, and the eighth hour, if worked, will not attract any premium but be paid for at overtime rates.
- 9.7
- An employee shall not decline payment of 7/35ths of the weekly wage for any rostered shift Monday to Friday for which such employee cannot report for work because of illness whilst any accrued personal leave entitlements remain, except that an employee shall not be entitled to, or required to take, personal leave in respect of any day in a rostered off week for which such employee is entitled to a wage payment.

This subclause shall not operate in such a way as to preclude an employee applying for leave without pay in extenuating circumstances; however, in these circumstances the terms of subclauses 9.5 (i) and (ii) hereof shall apply.

9.8 The payment in respect of a rostered off week shall be made on the pay day immediately proceeding the rostered week off unless the employee has commenced annual leave or long service leave prior to the rostered week off, in which case payment shall be made with the long service leave and/or annual leave payment.

10. Roster Week Accrual

The ordinary rate of pay for an eight (8) hour shift worked as part of the ordinary roster hours of work is 7/35ths of the weekly rate with a credit of 1/35th of the weekly rate plus 25% accruing towards payment for the rostered off week, the shift premium where applicable applies in respect of ordinary roster hours worked on the day concerned, ie eight (8) hours payment of the shift premium is calculated on the basis of ordinary roster hours worked multiplied by the premium concerned (eg eight (8) hours x 25% for afternoon shift) and is paid in wages for that pay week.

11. Public Holidays

Where a holiday falls on a day on which a rostered shift falls and that day is observed as a holiday without deduction of pay, pursuant to clause 30 Public Holidays of the Agreement, payment for that day is 7/35ths of the weekly rate with a credit of 1/35th of the weekly rate plus 25% accruing towards payment for the rostered off week. Payment for Public Holidays will be in accordance with clause 27 of the Agreement.

12. Added Days On Annual Leave As Consequence Of Holidays In Rostered Week Off

In addition to clause 30 of the Agreement, an employee is to have one (1) day added to his/her annual leave in respect of a holiday as defined in clause 27 of the Agreement which falls on Monday to Friday in the rostered off week cycle of the roster provided that the employee is required to be rostered off on that day in accordance with this Agreement.

Such added days on annual leave shall be treated for payment purposes as nil loading days.

13. Annual Leave

Annual leave shall be taken in accordance with the provisions of the Agreement, except that where a rostered week off occurs within a period of annual leave, the annual leave period shall be considered to be in one part.

PORT WARATAH COAL SERVICES LIMITED

7:1 ROSTER 'B1' (MECHANICAL) AGREEMENT

1. Title

This arrangement shall be referred to as the "Port Waratah Coal Services Limited 7:1 Roster B1 (Mechanical) Agreement 1995".

2. Parties

The Parties to this Agreement are Port Waratah Coal Services Limited and the Australian Manufacturing Workers Union (AMWU).

3. Incidence

3.1 This Agreement shall apply to Port Waratah Coal Services Limited as to the employment of, or persons coming within the scope of the conditions of eligibility for membership rule of the Union party to this Agreement in or in connection with the Company's operations at KCT.

3.2 This Agreement shall be read in conjunction with the "Port Waratah Coal Services Limited Enterprise Agreement 2007" as varied from time to time.

3.3 Any disputes arising out of the operation of these rostering arrangements shall be progressed in accordance with the Settlement of Disputes procedure of the Award.

4. Operation

4.1 This agreement shall operate from the (Date of Certification). It is intended that this 7:1 roster should operate for a period commensurate with the initial term of the Agreement applicable to PWCT and KCT. In the event that circumstances circumvent the duration of this roster discussion will take place between the parties prior to the alteration of this roster. The effectiveness of this roster will be monitored by the parties to assess its suitability particularly as it relates to the company's international competitiveness.

4.2 The parties to this Agreement may seek to vary or terminate this Agreement by not less than seven (7) days notice in accordance with clause 19 (b) (iii) of the Agreement.

5. Roster Arrangements

5.1 Employees shall be individually rostered on a rotating shift work roster over a fifty-six (56) day cycle with regular and irregular rostering. An employee on regular or irregular rostering shall be rostered for work on the basis of one shift of eight (8) hours duration on each of the five (5) consecutive days Monday to Friday of each rostered on week. Each week of regular and irregular rostering (Monday to Friday) shall be known as the five (5) day period. Separate individual allocation arrangements shall apply to overtime shifts on Saturday and Sunday in accordance with existing arrangements. See also clause 19 (d) of the Agreement.

5.2 Mechanical Tradespersons

5.2.1 The Company shall roster employees in accordance with the roster arrangements set out in Attachment 1 to this Agreement such that in the eight (8) week cycle of the roster, employees shall average thirty-five (35) ordinary roster hours per week. In seven (7) of the eight (8) weeks of the roster cycle employees shall work forty (40) ordinary roster hours per week in eight (8) hour shifts Monday to Friday inclusive, subject to clause 19 of the Agreement, shall be in accordance with the shift hours which are specified in clause 8 hereof and in one (1) week of the roster cycle shall be rostered off.

5.2.2 For the purposes of the roster in any week three (3) employees will be rostered on day shift, one (1) employee will be rostered on each of afternoon and night shifts, two (2) employees will be rostered irregularly and one (1) employee will be rostered off. During the eight (8) week cycle of the roster each employee will be rostered for three (3) weeks on Day shift, one (1) week on each of Afternoon and Night Shifts, two (2) weeks on irregular shift and will be rostered off work for one (1) week.

5.2.3 The arrangement at KCT is that mechanical tradespersons work a variation of the 7:1 roster whereby in an eight (8) week cycle such a tradesperson would work three (3) day shifts, one (1) afternoon shift, one (1) night shift, two (2) irregular shifts and be rostered off for one (1) week, for example:

Day-Day-Irregular (1)-Day-Irregular (2)-Night-Off-Afternoon

For the purpose of extending a 7.5 per cent week increase in shift loading to KCT mechanical tradespersons as per the Industrial Agreement 1991, the company would deem one (1) daywork shift to be an irregular shift such that the rotation would be two (2) daywork shifts, two (2) irregular shifts, one (1) afternoon shift, one (1) night shift and one (1) rostered off week. When such a person is working an irregular shift on dayshift this shift would attract no shift loading. Irregular shifts on afternoon and night shift would attract the appropriate loading.

In shift loading terms, a mechanical tradesperson would normally attract the following loadings in an eight (8) week cycle: two (2) at zero, three (3) at 20%, one (1) at 25%, one (1) at 37.5% and a loading of 25% paid on the rostered week off.

5.2.4 The roster periods of Day, Afternoon, Night and Irregular shifts shall only apply in respect of the five (5) shifts to be worked as ordinary roster hours, Monday to Friday inclusive, and shall not be considered when manning overtime on Saturday and Sunday.

5.2.5 Where an employee is available for overtime work on any Saturday or Sunday regard will be had in allocating overtime to that employee to the ordinary roster shifts to which such employee is allocated in accordance with the roster immediately prior to and subsequent to the Saturday or Sunday concerned to ensure efficient operation.

6. Construction Of Rosters

6.1 In determining the allocation of employees to roster panels regard will be had to requests by employees for allocation to particular roster panels where practicable.

Where there are too few or too many requests for allocation to a particular panel they will be determined by ballot or other alternate arrangements agreed by the company.

-
- 6.2 To even our labour availability, annual leave will be distributed evenly throughout the year.
- Where there are competing requests within a panel for annual leave to be taken at similar times they will be determined by ballot or other alternate arrangements agreed by the company.
7. Employees When Irregularly Rostered
- 7.1 Unless otherwise advised as per 7.2 an employee irregularly rostered shall work n Day Shift.
- 7.2 When irregularly rostered an employee may be allocated to any one shift on any day provided that:
- (a) an employee who has worked day shift or afternoon shift shall not be required to work the succeeding night shift and an employee who has worked night shift shall not be required to work the succeeding day or afternoon shift; and
 - (b) an employee who has worked day shift and is then required to work afternoon shift on the succeeding day shall not subsequently be required to change shift more than once again that week.
- 7.3 An employee who for any reason is unavailable for work on the working day immediately prior to, or on any day during a week in which the employee is irregularly rostered (including during the week in which the employee would normally be rostered off but is available for work pursuant to clause 9.6 of this Agreement) shall be responsible for ascertaining his/her shift allocation on the next ordinary working day by contacting the company the preceding day.
- 7.4 An employee irregularly rostered to Day, Afternoon or Night Shift hours shall be paid, subject to the provisions of clause 5.2.3 of this Agreement, the shift premium applicable to that shift in accordance with clause 19 (b) of the Agreement.
- 7.5 If an irregularly rostered employee is unavailable to work for whatever reason or has already been rostered for afternoon or night shift, then a day shift employee will fill a shift vacancy. Provided that where the employee is rostered to work a shift for which at least forty-eight (48) hours notice of the requirement to work the shift has not been given such employee will be paid seven (7) hours at double time, one (1) hour at the ordinary rate and shall accrue a credit of 1/35th of the weekly rate towards payment in the rostered off week cycle to be in lieu of all other penalties.
- 7.6 If there is a need to perform work on afternoon and/or night shifts then a day shift employee may be temporarily transferred and be paid the ordinary rates plus shift premiums where appropriate. Provided that where the employee is rostered to work less than five (5) consecutive afternoon or five (5) consecutive night shifts or a shift of which the employee has not received at least forty-eight (48) hours notice of the requirement to work the shift such employee will be paid seven (7) hours at double time, one (1) hour at the ordinary rate and shall accrue a credit of 1/35th of the weekly rate towards payment in the rostered off week cycle to be in lieu of all other penalties.

8. Shift Hours

8.1 Subject to clause 19(b) (iii) of the Agreement, the commencing and finishing times of shifts for the purposes of the B1 roster shall be:

	START	FINISH
Day Shift	0700 hrs	1500 hrs
Afternoon Shift	1500 hrs	2300 hrs
Night Shift	2300 hrs	0700 hrs

8.2 Meal and Refreshment Breaks

8.2.1 Shiftworkers when working eight (8) hour shifts in accordance with this roster B1 Agreement shall be entitled to a meal break of thirty (30) minutes duration which shall be counted as time worked.

8.2.2 Meal breaks, whether during ordinary roster hours or overtime shall be so staggered as to permit continuous operations in accordance with the Award.

8.2.3 A shiftworker working an eight (8) hour shift in accordance with this Agreement who works overtime for one (1) hour or more immediately after his/her ordinary roster hours of work shall be entitled to a meal break of thirty (30) minutes duration and thereafter shall be entitled to an additional paid meal break of thirty (30) minutes duration for each additional four (4) hours worked.

8.2.4 In lieu of the provisions of clause 25(e)(ii) of the Agreement, a shiftworker working an eight (8) hour shift in accordance with this Agreement who works overtime for three (3) hours or more immediately prior to the normal commencing time of his/her ordinary roster hours of work shall be entitled to a paid meal break of thirty (30) minutes duration as near to such employee's normal starting time as practicable.

8.2.5 The meal and crib breaks referred to in this clause are not cumulative.

9. Rates Of Pay And Payment Of Wages

9.1 The ordinary rate of pay shall be that provided in clause 15 of the Agreement.

9.2 Where an employee, in accordance with the roster arrangements, is required to work an eight (8) hour shift on any day as part of his/her ordinary roster hours of work or where the employee is absent on such a shift in circumstances referred to in clause 9.4 hereof such employee will be paid for that shift 7/35ths of the weekly rate (plus shift premium where appropriate) in his/her ordinary wages for that week and shall accrue a credit of 1/35th of the weekly rate plus 25% of that entitlement towards payment during the rostered off week in the cycle of the roster.

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- 9.3 (i) In respect of the accumulation of credits of one (1) hour per day on shifts Monday to Friday towards the rostered off week, the only premium applicable shall be the additional 25% of that entitlement provided for by subclauses (ii) and (iii) hereof.
- (ii) Where an employee is entitled to a full week rostered off, such employee shall receive a payment in respect of that week of the weekly wage for his/her classification plus 25% of that entitlement.
- (iii) Where an employee is not entitled to a full week rostered off, such employee shall be paid for each hour of entitlement established on the basis of 1/35th of the weekly wage for his/her classification plus 25% of that entitlement.
- 9.4 The following paid absences from work during the seven (7) rostered on weeks of an eight (8) hour period shall not affect an employee's entitlement to the payment for such employee's rostered of week:
- (i) annual leave and added days on annual leave
- (ii) public holidays
- (iii) compassionate leave
- (iv) approved leave to attend a Trade Union meeting
- (v) jury service
- (vi) approved training
- (vii) paid personal leave where the absence is a broken part of an eight (8) week period
- (viii) long service leave where the absence is a broken part of an eight (8) week period
- (ix) absence while in receipt of workers' compensation where the absence is a broken part of an eight (8) week period except that should such a period of absence continue through a rostered off week, or should the employee resume work immediately preceding a rostered week off and then return to compensation in respect of the same injury in the week succeeding the rostered week off, the payment shall be limited to the credits established in the preceding seven (7) rostered on weeks of the eight (8) week period. Where a full payment of thirty-five (35) hours at the rate for the classification has been made in respect of such rostered off week, the employer will be entitled to recover that portion in excess of the employee's entitlement under this provision.
- (x) Other authorised and paid leave to which an employee is entitled under the provisions of the Agreement.
- 9.5 (i) An employee who is absent from work Monday to Friday and is not entitled to payment for that absence under subclause 9.4 hereof (eg unpaid personal leave, failure to report, stoppages etc) shall for each hour the employee is so absent have 1/35th of the weekly wage deducted. The deduction in respect of any day of absence shall not exceed 7/35ths of the weekly wage. Provided that when an employee is absent from duty for a whole shift (eight (8) hours) such employee will not accrue a credit towards payment for the rostered week off.

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- (ii) Where the number of credited hours established towards the entitlement for a rostered week off are any number less than thirty-five (35), the employee shall only be entitled to be paid for that percentage of the rostered week off payment that the credited hours established bear to thirty-five (35) and shall be required to take only that number of rostered days off as determined by dividing the number of credited hours established by seven (7) and where such division results in a fraction of a day, the employee shall not be required to take a rostered off day where the fraction is less than 50%, but shall be required to take a rostered off day where the fraction is 50% or more.

9.6 Where an employee is not entitled to a full week rostered off and is available for work or does work under the terms of subclause (ii) hereof on any day of what would normally be a rostered off week:

- (i) the employee shall be considered irregularly rostered;
- (ii) the employee shall be entitled to a payment of 7/35ths of the weekly wage when not employed on a day Monday to Friday on which the employee is entitled to be available for work and is not employed;
- (iii) when employed on any day Monday to Friday a credit will not accrue toward the subsequent rostered off week, the first seven (7) hours of the shift will be paid for at ordinary rates and where appropriate will attract the premiums prescribed in clause 5.2.3 of this Agreement, and the eighth hour, if worked, will not attract any premium but be paid for at overtime rates.

9.7 An employee shall not decline payment of 7/35ths of the weekly wage for any rostered shift Monday to Friday for which such employee cannot report for work because of illness whilst any accrued personal leave entitlements remain, except that an employee shall not be entitled to, or required to take, personal leave in respect of any day in a rostered off week for which such employee is entitled to a wage payment.

This subclause shall not operate in such a way as to preclude an employee applying for leave without pay in extenuating circumstances; however, in these circumstances the terms of subclauses 9.5 (i) and (ii) hereof shall apply.

9.8 The payment in respect of a rostered off week shall be made on the pay day immediately proceeding the rostered week off unless the employee has commenced annual leave or long service leave prior to the rostered week off, in which case payment shall be made with the long service leave and/or annual leave payment.

10. Roster Week Accrual

The ordinary rate of pay for an eight (8) hour shift worked as part of the ordinary roster hours of work is 7/35ths of the weekly rate with a credit of 1/35th of the weekly rate plus 25% accruing towards payment for the rostered off week, the shift premium where applicable applies in respect of ordinary roster hours worked on the day concerned, ie eight (8) hours payment of the shift premium is calculated on the basis of ordinary roster hours worked multiplied by the premium concerned (eg eight (8) hours x 25% for afternoon shift) and is paid in wages for that pay week.

11. Public Holidays

Where a holiday falls on a day on which a rostered shift falls and that day is observed as a holiday without deduction of pay, pursuant to clause 30 Public Holidays of the Agreement, payment for that day is 7/35ths of the weekly rate with a credit of 1/35th of the weekly rate plus 25% accruing towards payment for the rostered off week. Payment for Public Holidays will be in accordance with clause 27 of the Agreement.

12. Added Days On Annual Leave As Consequence Of Holidays In Rostered Week Off

In addition to clause 29 of the Agreement, an employee is to have one (1) day added to his/her annual leave in respect of a holiday as defined in clause 30 of the Agreement which falls on Monday to Friday in the rostered off week cycle of the roster provided that the employee is required to be rostered off on that day in accordance with this Agreement.

Such added days on annual leave shall be treated for payment purposes as nil loading days.

13. Annual Leave

Annual leave shall be taken in accordance with the provisions of the Award, except that where a rostered week off occurs within a period of annual leave, the annual leave period shall be considered to be in one part.

PORT WARATAH COAL SERVICES LIMITED

7:1 ROSTER 'C1' (ELECTRICAL) AGREEMENT

1. Title

This arrangement shall be referred to as the "Port Waratah Coal Services Limited 7:1 Roster C1 (Electrical) Agreement 1995".

2. Parties

The Parties to this Agreement are Port Waratah Coal Services Limited and the Electrical Trades Union of Australia (ETU).

3. Incidence

3.1 This Agreement shall apply to Port Waratah Coal Services Limited as to the employment of, or persons coming within the scope of the conditions of eligibility for membership rule of the Union party to this Agreement in or in connection with the Company's operations at KCT.

3.2 This Agreement shall be read in conjunction with the "Port Waratah Coal Services Limited Enterprise Agreement 2007" as varied from time to time.

3.3 Any disputes arising out of the operation of these rostering arrangements shall be progressed in accordance with the Settlement of Disputes procedure of the Industrial Agreement.

4. Operation

4.1 This agreement shall operate from the (Date of approval). It is intended that this 7:1 roster should operate for a period commensurate with the initial term of the Agreement applicable to PWCT and KCT. In the event that circumstances circumvent the duration of this roster discussion will take place between the parties prior to the alteration of this roster. The effectiveness of this roster will be monitored by the parties to assess its suitability particularly as it relates to the company's international competitiveness.

4.2 The parties to this Agreement may seek to vary or terminate this Agreement by not less than seven (7) days notice in accordance with clause 19 of the Industrial Agreement.

5. Roster Arrangements

5.1 Employees shall be individually rostered on a rotating shift work roster over a fifty-six (56) day cycle with regular and irregular rostering. An employee on regular or irregular rostering shall be rostered for work on the basis of one shift of eight (8) hours duration on each of the five (5) consecutive days Monday to Friday of each rostered on week. Each week of regular and irregular rostering (Monday to Friday) shall be known as the five (5) day period. Separate individual allocation arrangements shall apply to overtime shifts on Saturday and Sunday in accordance with existing arrangements. See also clause 19 of the Industrial Agreement.

5.2 Electrical Tradespersons

5.2.1 The Company shall roster employees in accordance with the roster arrangements set out in Attachment 1 to this Agreement such that in the eight (8) week cycle of the roster, employees shall average thirty-five (35) ordinary roster hours per week. In seven (7) of the eight (8) weeks of the roster cycle employees shall work forty (40) ordinary roster hours per week in eight (8) hour shifts Monday to Friday inclusive, subject to clause 22 of the Industrial Agreement, shall be in accordance with the shift hours which are specified in clause 8 hereof and in one (1) week of the roster cycle shall be rostered off.

5.2.2 For the purposes of the roster in any week three (3) employees will be rostered on day shift, one (1) employee will be rostered on each of afternoon and night shifts, two (2) employees will be rostered irregularly and one (1) employee will be rostered off. During the eight (8) week cycle of the roster each employee will be rostered for three (3) weeks on Day shift, one (1) week on each of Afternoon and Night Shifts, two (2) weeks on irregular shift and will be rostered off work for one (1) week.

5.2.3 The arrangement at KCT is that electrical tradespersons work a variation of the 7:1 roster whereby in an eight (8) week cycle such a tradesperson would work three (3) day shifts, one (1) afternoon shift, one (1) night shift, two (2) irregular shifts and be rostered off for one (1) week, for example:

Day-Night-Day-Day-Afternoon-Irregular (1)-Off-Irregular (2)

For the purpose of extending a 7.5 per cent week increase in shift loading to KCT electrical tradespersons as per the Industrial Agreement 1991, the company would deem one (1) daywork shift to be an irregular shift such that the rotation would be three (3) daywork shifts, two (2) irregular shifts, one (1) afternoon shift, one (1) night shift and one (1) rostered off week. When such a person is working an irregular shift on dayshift this shift would attract no shift loading. Irregular shifts on afternoon and night shift would attract the appropriate loading.

In shift loading terms, an electrical tradesperson would normally attract the following loadings in an eight (8) week cycle: two (2) at zero, three (3) at 20%, one (1) at 25%, one (1) at 37.5% and a loading of 25% paid on the rostered week off.

5.2.4 The roster periods of Day, Afternoon, Night and Irregular shifts shall only apply in respect of the five (5) shifts to be worked as ordinary roster hours, Monday to Friday inclusive, and shall not be considered when manning overtime on Saturday and Sunday.

5.2.5 Where an employee is available for overtime work on any Saturday or Sunday regard will be had in allocating overtime to that employee to the ordinary roster shifts to which such employee is allocated in accordance with the roster immediately prior to and subsequent to the Saturday or Sunday concerned to ensure efficient operation.

6. Construction Of Rosters

6.1 In determining the allocation of employees to roster panels regard will be had to requests by employees for allocation to particular roster panels where practicable.

Where there are too few or too many requests for allocation to a particular panel they will be determined by ballot or other alternate arrangements agreed by the company.

6.2 To even our labour availability, annual leave will be distributed evenly throughout the year.

Where there are competing requests within a panel for annual leave to be taken at similar times they will be determined by ballot or other alternate arrangements agreed by the company.

7. Employees When Irregularly Rostered

7.1 Unless otherwise advised as per 7.2 an employee irregularly rostered shall work on Day Shift.

7.2 When irregularly rostered an employee may be allocated to any one shift on any day provided that:

(a) an employee who has worked day shift or afternoon shift shall not be required to work the succeeding night shift and an employee who has worked night shift shall not be required to work the succeeding day or afternoon shift; and

(b) an employee who has worked day shift and is then required to work afternoon shift on the succeeding day shall not subsequently be required to change shift more than once again that week.

7.3 An employee who for any reason is unavailable for work on the working day immediately prior to, or on any day during a week in which the employee is irregularly rostered (including during the week in which the employee would normally be rostered off but is available for work pursuant to clause 9.6 of this Agreement) shall be responsible for ascertaining his/her shift allocation on the next ordinary working day by contacting the company the preceding day.

7.4 An employee irregularly rostered to Day, Afternoon or Night Shift hours shall be paid, subject to the provisions of clause 5.2.3 of this Agreement, the shift premium applicable to that shift in accordance with clause 19 of the Industrial Agreement.

7.5 If an irregularly rostered employee is unavailable to work for whatever reason or has already been rostered for afternoon or night shift, then a day shift employee will fill a shift vacancy. Provided that where the employee is rostered to work a shift for which at least forty-eight (48) hours notice of the requirement to work the shift has not been given such employee will be paid seven (7) hours at double time, one (1) hour at the ordinary rate and shall accrue a credit of 1/35th of the weekly rate towards payment in the rostered off week cycle to be in lieu of all other penalties.

7.6 If there is a need to perform work on afternoon and/or night shifts then a day shift employee may be temporarily transferred and be paid the ordinary rates plus shift premiums where appropriate. Provided that where the employee is rostered to work less than five (5) consecutive afternoon or five (5) consecutive night shifts or a shift of which the employee has not received at least forty-eight (48) hours notice of the requirement to work the shift such employee will be paid seven (7) hours at double time, one (1) hour at the ordinary rate and shall accrue a credit of 1/35th of the weekly rate towards payment in the rostered off week cycle to be in lieu of all other penalties.

8. Shift Hours

8.1 Subject to clause 19 (b) (iii) of the Agreement, the commencing and finishing times of shifts for the purposes of the C1 roster shall be:

	START	FINISH
Day Shift	0700 hrs	1500 hrs
Afternoon Shift	1500 hrs	2300 hrs
Night Shift	2300 hrs	0700 hrs

8.2 Meal and Refreshment Breaks

8.2.1 Shiftworkers when working eight (8) hour shifts in accordance with this roster C1 Agreement shall be entitled to a meal break of thirty (30) minutes duration which shall be counted as time worked.

8.2.2 Meal breaks, whether during ordinary roster hours or overtime shall be so staggered as to permit continuous operations in accordance with the Agreement.

8.2.3 A shiftworker working an eight (8) hour shift in accordance with this Agreement who works overtime for one (1) hour or more immediately after his/her ordinary roster hours of work shall be entitled to a meal break of thirty (30) minutes duration and thereafter shall be entitled to an additional paid meal break of thirty (30) minutes duration for each additional four (4) hours worked.

8.2.4 In lieu of the provisions of 25(e)(ii) of the Agreement, a shiftworker working an eight (8) hour shift in accordance with this Agreement who works overtime for three (3) hours or more immediately prior to the normal commencing time of his/her ordinary roster hours of work shall be entitled to a paid meal break of thirty (30) minutes duration as near to such employee's normal starting time as practicable.

8.2.5 The meal and crib breaks referred to in this clause are not cumulative.

9. Rates Of Pay And Payment Of Wages

9.1 The ordinary rate of pay shall be that provided in clause 15 of the Agreement.

9.2 Where an employee, in accordance with the roster arrangements, is required to work an eight (8) hour shift on any day as part of his/her ordinary roster hours of work or where the employee is absent on such a shift in circumstances referred to in clause 9.4 hereof such employee will be paid for that shift 7/35ths of the weekly rate (plus shift premium where

appropriate) in his/her ordinary wages for that week and shall accrue a credit of 1/35th of the weekly rate plus 25% of that entitlement towards payment during the rostered off week in the cycle of the roster.

- 9.3 (i) In respect of the accumulation of credits of one (1) hour per day on shifts Monday to Friday towards the rostered off week, the only premium applicable shall be the additional 25% of that entitlement provided for by subclauses (ii) and (iii) hereof.
- (ii) Where an employee is entitled to a full week rostered off, such employee shall receive a payment in respect of that week of the weekly wage for his/her classification plus 25% of that entitlement.
- (iii) Where an employee is not entitled to a full week rostered off, such employee shall be paid for each hour of entitlement established on the basis of 1/35th of the weekly wage for his/her classification plus 25% of that entitlement.
- 9.4 The following paid absences from work during the seven (7) rostered on weeks of an eight (8) hour period shall not affect an employee's entitlement to the payment for such employee's rostered of week:
- (i) annual leave and added days on annual leave
- (ii) public holidays
- (iii) compassionate leave
- (iv) approved leave to attend a Trade Union meeting
- (v) jury service
- (vi) approved training
- (vii) paid personal leave where the absence is a broken part of an eight (8) week period
- (viii) long service leave where the absence is a broken part of an eight (8) week period
- (ix) absence while in receipt of workers' compensation where the absence is a broken part of an eight (8) week period except that should such a period of absence continue through a rostered off week, or should the employee resume work immediately preceding a rostered week off and then return to compensation in respect of the same injury in the week succeeding the rostered week off, the payment shall be limited to the credits established in the preceding seven (7) rostered on weeks of the eight (8) week period. Where a full payment of thirty-five (35) hours at the rate for the classification has been made in respect of such rostered off week, the employer will be entitled to recover that portion in excess of the employee's entitlement under this provision.
- (x) Other authorised and paid leave to which an employee is entitled under the provisions of the Agreement.
- 9.5 (i) An employee who is absent from work Monday to Friday and is not entitled to payment for that absence under subclause 9.4 hereof (eg unpaid personal leave, failure to report, stoppages etc) shall for each hour the employee is so absent have 1/35th of the weekly wage deducted. The deduction in respect of any day of absence shall not exceed

7/35ths of the weekly wage. Provided that when an employee is absent from duty for a whole shift (eight (8) hours) such employee will not accrue a credit towards payment for the rostered week off.

- (ii) Where the number of credited hours established towards the entitlement for a rostered week off are any number less than thirty-five (35), the employee shall only be entitled to be paid for that percentage of the rostered week off payment that the credited hours established bear to thirty-five (35) and shall be required to take only that number of rostered days off as determined by dividing the number of credited hours established by seven (7) and where such division results in a fraction of a day, the employee shall not be required to take a rostered off day where the fraction is less than 50%, but shall be required to take a rostered off day where the fraction is 50% or more.

9.6 Where an employee is not entitled to a full week rostered off and is available for work or does work under the terms of subclause (ii) hereof on any day of what would normally be a rostered off week:

- (i) the employee shall be considered irregularly rostered;
- (ii) the employee shall be entitled to a payment of 7/35ths of the weekly wage when not employed on a day Monday to Friday on which the employee is entitled to be available for work and is not employed;
- (iii) when employed on any day Monday to Friday a credit will not accrue toward the subsequent rostered off week, the first seven (7) hours of the shift will be paid for at ordinary rates and where appropriate will attract the premiums prescribed in clause 5.2.3 of this Agreement, and the eighth hour, if worked, will not attract any premium but be paid for at overtime rates.

9.7 An employee shall not decline payment of 7/35ths of the weekly wage for any rostered shift Monday to Friday for which such employee cannot report for work because of illness whilst any accrued personal leave entitlements remain, except that an employee shall not be entitled to, or required to take, personal leave in respect of any day in a rostered off week for which such employee is entitled to a wage payment.

This subclause shall not operate in such a way as to preclude an employee applying for leave without pay in extenuating circumstances; however, in these circumstances the terms of subclauses 9.5 (i) and (ii) hereof shall apply.

9.8 The payment in respect of a rostered off week shall be made on the pay day immediately proceeding the rostered week off unless the employee has commenced annual leave or long service leave prior to the rostered week off, in which case payment shall be made with the long service leave and/or annual leave payment.

10. Roster Week Accrual

The ordinary rate of pay for an eight (8) hour shift worked as part of the ordinary roster hours of work is 7/35ths of the weekly rate with a credit of 1/35th of the weekly rate plus 25% accruing towards payment for the rostered off week, the shift premium where applicable applies in respect of ordinary roster hours worked on the day concerned, ie eight (8) hours payment of the shift premium is calculated on the basis of ordinary roster hours worked multiplied by the premium concerned (eg eight (8) hours x 25% for afternoon shift) and is paid in wages for that pay week.

11. Public Holidays

Where a holiday falls on a day on which a rostered shift falls and that day is observed as a holiday without deduction of pay, pursuant to clause 27 Public Holidays of the Agreement, payment for that day is 7/35ths of the weekly rate with a credit of 1/35th of the weekly rate plus 25% accruing towards payment for the rostered off week. Payment for Public Holidays will be in accordance with clause 27 of the Agreement.

12. Added Days On Annual Leave As Consequence Of Holidays In Rostered Week Off

In addition to clause 29 of the Agreement, an employee is to have one (1) day added to his/her annual leave in respect of a holiday as defined in clause 30 of the Agreement which falls on Monday to Friday in the rostered off week cycle of the roster provided that the employee is required to be rostered off on that day in accordance with this Agreement.

Such added days on annual leave shall be treated for payment purposes as nil loading days.

13. Annual Leave

Annual leave shall be taken in accordance with the provisions of the Agreement, except that where a rostered week off occurs within a period of annual leave, the annual leave period shall be considered to be in one part.

14. Dayshift "On-Call" Duties

Under normal circumstances the dayshift "on-call" duties will be handled by the tradesperson on dayshift whose following weeks shift is nightshift. The purpose of this is:

- (i) It allows the tradesperson to become familiar with the plant status and recent problems before going onto nightshift.
- (ii) It gives an even distribution of shift duties over the roster cycle.
- (iii) This method of shift rotation and delegation of "on-call" duties has been effective and efficient to both the company and the tradesperson with respect to shift handovers and shift duties in general.

In the event that a change of dayshift "on-call" duties is required by the company for unusual circumstances then one (1) of the other dayshiftmen receiving 20% shift premium would be nominated to the role of "on-call" duties. If, however, there are no other tradespersons on dayshift then one (1) of the irregularly rostered tradespersons would be nominated to fill the role of "on-call" duties.

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PORT WARATAH COAL SERVICES LIMITED

7:1 DAYWORK ROSTER 'D1'

1. Title

This arrangement shall be referred to as the "Port Waratah Coal Services Limited 7:1 Daywork Roster D1 Agreement 1996". (The Agreement)

2. Parties

The Parties to this Agreement are:

PWCS
SUA
TWU
AFMEPKIU
ASU
AWU
ETU
CFMEU

3. Incidence

3.1 This Agreement shall apply to Port Waratah Coal Services Limited as to the employment of, or persons coming within the scope of the conditions of eligibility for membership rule of the Unions party to this Agreement in or in connection with the Company's operations at Newcastle.

3.2 This Agreement shall be read in conjunction with the "Port Waratah Coal Services Limited Enterprise Agreement 2007 as varied from time to time.

4. Operation

4.1 This agreement shall operate from the (Date of Certification). It is intended that this 7:1 Daywork D1 roster should operate for a period commensurate with the initial term of the Agreement applicable to PWCS-Carrington. In the event that circumstances circumvent the duration of this roster discussion will take place between the parties prior to the alteration of this roster. The effectiveness of this roster will be monitored by the parties to assess its suitability particularly as it relates to the company's international competitiveness.

4.2 The parties to this Agreement may seek to vary or terminate this Agreement by not less than seven (7) days notice in accordance with clause 19 (b) (iii) of the PWCS Limited Enterprise Agreement 2007.

5. Roster Arrangements

5.1 The 7:1 Daywork roster D1 shall be an eight week cycle of the roster, employees shall average 35 ordinary hours per week. In seven (7) of the eight (8) weeks of the roster cycle employees shall work forty (40) ordinary hours per week in eight and a half (8.5) hour days, inclusive of meal breaks, Monday to Friday inclusive between the hours of 6.00am and 5.00pm in accordance with clause 19(a) "Daywork" of the Industrial Agreement and in one week of the roster cycle shall be rostered off.

5.2 Meal and refreshment breaks shall be taken in accordance with clauses 25 and 26 of the Industrial Agreement.

6. Construction Of Rosters

In determining the allocation of employees to roster groups regard will be had to requests by employees for allocation to particular roster groups where practicable.

7. Daywork Hours

The commencing and finishing times of daywork for the purposes of the D1 roster shall be:

START	FINISH
6:00am	2:30pm
6:30am	3:00pm
7:00am	3:30pm

8. Rates Of Pay And Payment Of Wages

8.1 The ordinary rate of pay shall be that provided in clause 15 of the Industrial Agreement.

- 8.2
- (i) In respect of the accumulation of credits of one (1) hour per day Monday to Friday towards the rostered off week, nil premium.
 - (ii) Where an employee is entitled to a full week rostered off, such employee shall receive a payment in respect of that week of the weekly wage for his/her classification.
 - (iii) Where an employee is not entitled to a full week rostered off, such employee shall be paid for each hour of entitlement established on the basis of 1/35th of the weekly wage for his/her classification.

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- 8.3 The following paid absences from work during the seven (7) rostered on weeks of an eight (8) hour period shall not affect an employee's entitlement to the payment for such employee's rostered off week:
- (i) annual leave and added days on annual leave
 - (ii) public holidays
 - (iii) compassionate leave
 - (iv) approved leave to attend a Trade Union meeting
 - (v) jury service
 - (vi) approved training
 - (vii) paid personal leave where the absence is a broken part of an eight (8) week period
 - (viii) long service leave where the absence is a broken part of an eight (8) week period
 - (ix) absence while in receipt of workers' compensation where the absence is a broken part of an eight (8) week period except that should such a period of absence continue through a rostered off week, or should the employee resume work immediately preceding a rostered week off and then return to compensation in respect of the same injury in the week succeeding the rostered week off, the payment shall be limited to the credits established in the preceding seven (7) rostered on weeks of the eight (8) week period. Where a full payment of thirty-five (35) hours at the rate for the classification has been made in respect of such rostered off week, the employer will be entitled to recover that portion in excess of the employee's entitlement under this provision.
 - (x) Other authorised and paid leave to which an employee is entitled under the provisions of the Industrial Agreement.
- 8.4 (i) An employee who is absent from work Monday to Friday and is not entitled to payment for that absence under subclause 8.3 hereof (eg unpaid personal leave, failure to report, stoppages etc) shall for each hour the employee is so absent have 1/35th of the weekly wage deducted. The deduction in respect of any day of absence shall not exceed 7/35ths of the weekly wage. Provided that when an employee is absent from duty for a whole shift (eight (8) hours) such employee will not accrue a credit towards payment for the rostered week off.

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- (ii) Where the number of credited hours established towards the entitlement for a rostered week off are any number less than thirty-five (35), the employee shall only be entitled to be paid for that percentage of the rostered week off payment that the credited hours established bear to thirty-five (35) and shall be required to take only that number of rostered days off as determined by dividing the number of credited hours established by seven (7) and where such division results in a fraction of a day, the employee shall not be required to take a rostered off day where the fraction is less than 50%, but shall be required to take a rostered off day where the fraction is 50% or more.

8.5 Where an employee is not entitled to a full week rostered off and is available for work or does work under the terms of subclause (ii) hereof on any day of what would normally be a rostered off week:

- (i) the employee shall be considered rostered;
- (ii) the employee shall be entitled to a payment of 7/35ths of the weekly wage when not employed on a day Monday to Friday on which the employee is entitled to be available for work and is not employed;
- (iii) when employed on any day Monday to Friday a credit will not accrue toward the subsequent rostered off week, the first seven (7) hours will be paid for at ordinary rates, and the eighth hour, if worked, will be paid for at overtime rates.

8.6 An employee shall not decline payment of 7/35ths of the weekly wage for any rostered Monday to Friday for which such employee cannot report for work because of illness whilst any accrued personal leave entitlements remain, except that an employee shall not be entitled to, or required to take, personal leave in respect of any day in a rostered off week for which such employee is entitled to a wage payment.

This subclause shall not operate in such a way as to preclude an employee applying for leave without pay in extenuating circumstances; however, in these circumstances the terms of subclauses 8.4 (i) and (ii) hereof shall apply.

9. Roster Week Accrual

The first hour worked for an ordinary rostered 8 hour day will be the hour accrued toward the rostered off week. The ordinary rate of pay for eight (8) hours worked as part of the ordinary roster hours of work is 7/35ths of the weekly rate with a credit of 1/35th of the weekly rate accruing towards payment for the rostered off week.

10. Temporary Transfers to Shiftwork

Dayworkers will transfer to shiftwork as required by the Company on any day Monday to Friday, to provide annual leave relief for or to cover other known absences of shift workers or in unforeseen circumstances.

11. Public Holidays

Where a holiday falls on a day on which a roster day falls and that day is observed as a holiday without deduction of pay, pursuant to clause 27 Public Holidays of the Agreement, payment for that day is 7/35ths of the weekly rate with a credit of 1/35th of the weekly rate accruing towards payment for the

rostered off week. Payment for Public Holidays will be in accordance with clause 27 of the Industrial Agreement.

12. Added Days On Annual Leave As Consequence Of Holidays In Rostered Week Off

In addition to clause 29 of the Industrial Agreement, an employee is to have one (1) day added to his/her annual leave in respect of a holiday as defined in clause 27 of the Industrial Agreement which falls on Monday to Friday in the rostered off week cycle of the roster provided that the employee is required to be rostered off on that day in accordance with this Agreement.

Such added days on annual leave shall be treated for payment purposes as nil loading days.

13. Annual Leave

Annual leave shall be taken in accordance with the provisions of the Agreement, except that where a rostered week off occurs within a period of annual leave, the annual leave period shall be considered to be in one part.