

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/64

**TITLE:** **Serco Australia Transport Services Port Kembla Agreement 2003**

**I.R.C. NO:** IRC4/98

**DATE APPROVED/COMMENCEMENT:** 9 February 2004/1 July 2003

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 26 March 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees eligible to be members of The Australian Workers' Union, New South Wales who fall within the coverage of the Motor Bus Drivers and Conductors (State) Award

**PARTIES:** Serco Group Pty Limited -&- The Australian Workers' Union, New South Wales

# SERCO AUSTRALIA TRANSPORT SERVICES PORT KEMBLE AGREEMENT

## PART ONE - APPLICATION AND OPERATION OF AGREEMENT

### 1.1 Title

This Agreement shall be known as the Serco Australia Transport Services Port Kembla Agreement 2003.

### 1.2 Arrangement

#### PART ONE - APPLICATION AND OPERATION OF AGREEMENT

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**1.3 Application of Agreement**

- 1.3.1 This Agreement shall be binding upon the Australian Workers Union and its members and those employees eligible to be members employed in any of the classifications set out in this Agreement, and employed by Serco Australia Pty Ltd at the BHP Contract, Port Kembla.

**1.4 Operation of Agreement**

- 1.4.1 This Agreement will commence from the 1 July 2003 and will continue for a period of 2 years from the commencement date.
- 1.4.2 No Further Claims

It is Agreed No Further Claims Will be Made By the Parties for the Duration of This Agreement Other Than in Accordance With the Provisions of the *Industrial Relations Act 1996*.

## **1.5 Renegotiation of Agreement**

The parties undertake to commence negotiations for a new Certified Agreement at least three (3) months prior to the expiry of this Agreement with a view to negotiating and settling a replacement Agreement.

## **1.6 Definitions**

"AWU" means Australian Workers Union.

"Commission" means the Industrial Relations Commission - N.S.W

"Continuous Service" means the calculation of service which includes ordinary working hours; and any period of paid leave of absence provided for in this Agreement or agreed between the parties to this Agreement.

"Employee" means a person employed by Serco Australia Pty. Limited under one of the classifications of this Agreement.

"Employer" means Serco Australia Pty. Limited hereafter referred to as Serco.

"Union" means the Australian Workers Union.

"The Act" means the N.S.W. *Industrial Relations Act 1996*

## **1.7 Anti Discrimination**

1.7.1 It is the intention of the parties to this Agreement to achieve the principal object in s3(f) of the *Industrial Relations Act 1996* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination in the workplace on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.

1.7.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause' the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

1.7.3 Nothing in this clause is taken to affect:

- (i) Any different treatment (or treatment having different effects), which is specifically exempted under the State anti-discrimination legislation.
- (ii) An employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

## **PART 2 CONSULTATION AND DISPUTE RESOLUTION**

### **2.1 Consultative Process**

#### **2.1.1 CONSULTATION**

- (i) A consultative committee shall be formed and meet quarterly. The committee shall consist of two elected union delegates, management representatives and a full time union officer may be in attendance.
- (ii) The parties to this Agreement are committed to a framework which is based on mutual respect and working in cooperation to achieve the objectives of this Agreement.

- (iii) Consultation means the full, meaningful and frank discussion of issues/proposals and the consideration of each party's views, prior to any decision. Committees established for the purpose of implementing aspects of this agreement are part of the consultative process.
- (iv) The parties recognise the right of Serco to plan, direct and control operations, to organise and assign work to scheduled shifts, and to maintain order and efficiency in accordance with the terms and conditions within this Agreement.

## **2.2 Dispute Resolution**

- 2.2.1 There shall be effective means of consultation between the employer, its employee(s) and the union on all matters pertaining to the employment relationship. the following procedure shall be followed in an effort to achieve a satisfactory resolution of any dispute or grievance.
- 2.2.2 Step 1 The dispute or grievance shall be submitted by the delegate or employee representative and/or employee(s) to the employee's immediate supervisor.
- 2.2.3 Step 2 If not settled at Step 1, the matter shall be submitted to the appropriate manager
- 2.2.4 Step 3 If not settled at Step 2, the matter shall be recorded. The matter shall be submitted to the appropriate delegated manager and the appropriate union official for consultation.
- 2.2.5 Steps 1 - 3 - Must be concluded within a period of ten (10) consecutive days.
- 2.2.6 Step 4 If the matter is not settled at Step 3, the dispute or grievance shall be formally submitted in writing to the officer responsible for Industrial Relations, setting out details of the dispute or grievance and, where appropriate, with supporting documentation. Such officer shall convene a meeting of the parties within a period of one (1) week of receipt of such submissions and endeavour to reach a satisfactory settlement.
- 2.2.7 Step 5 If the matter is not settled following progression through the disputes procedure it shall be referred to the Industrial Relations Commission for conciliation and then if required determination.
- 2.2.8 While the above procedures are being followed, the status quo shall be maintained until the matter is resolved. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.
- 2.2.9 This clause shall not apply to a dispute on a bona fide Health and Safety issue.

## **PART 3 EMPLOYMENT RELATIONSHIP**

Serco expects its employees to conduct themselves in a manner that would reflect its current high standards. All issued clothing is to be kept in a good condition and employees are to present themselves in a clean and tidy manner when at their place of duty.

All employees are expected to treat each other as representatives of the client, and other employees they deal with while on duty, with respect and courtesy.

### **3.1 Structural Efficiency**

- 3.1.1 The employer may direct an employee to carry out duties and use tools and equipment that are within the limits of the employee's skill, competence and training and are consistent with the classification structures in this Agreement provided that such duties are not designed to promote de-skilling.

### 3.2 Termination of Employment

#### 3.2.1 NOTICE OF TERMINATION BY EMPLOYER

- (i) In order to terminate the employment of an employee the employer shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (ii) In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- (iii) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- (iv) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (v) The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including neglect of duty or misconduct.

#### 3.2.2 NOTICE OF TERMINATION BY AN EMPLOYEE

- (i) The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (ii) If an employee fails to give notice the employer may withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

### 3.3 Redundancy and Severance Payment

Redundancy provisions and severance payments will apply in accordance with the New South Wales *Employment Protection Act*.

### 3.4 Security of Employment

The parties agree it is reasonable to assume that current employees will be employed for the duration of Serco's contract with BHP provided that anyone or more of the following circumstances do not occur:

- (a) The employee terminates their employment with the company or alternatively the employer terminates the employee.
- (b) The customer alters the scope of the contract or terminates its contract with Serco.
- (c) The employee is unable to perform the duties due to illness, injury or loss of licence to drive a bus.

## **PART 4 RATES OF PAY AND RELATED MATTERS**

### **4.1 Wages**

#### **4.1.1 WAGE RATES**

- (i) The following shall be the annual salary applicable to the classifications listed below:
- (ii)

1 July 2003	FPP on or after 1 December 2003	FPP on or after 1 December 2004
Transport Services Officer		
\$41 171	3.5% increase	3.5% increase

#### **4.1.2 PAYMENT OF WAGES**

Wages shall be paid in equal fortnightly payments direct to a bank account or another financial institution of the employee's choice

### **4.2 Rest Periods Overtime**

When overtime work is necessary it must wherever reasonably practicable be so arranged that employees have at least 10 consecutive hours off duty between the work of successive working days. Provided in the case of shift workers 8 hours will be substituted for the 10 hours when overtime is worked:

- (i) for the purpose of changing shift rosters; or
- (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
- (iii) where a shift is worked by arrangement between the employees themselves.

### **4.3 Superannuation**

Serco shall make superannuation contributions on behalf of each employee in accordance with the Superannuation Guarantee (Administration) Act 1992 (Commonwealth) into the Serco Superannuation Fund or the STA Superannuation fund. An employee may at his/her own discretion on a one-off basis only switch from one fund to another.

### **4.4 Travel and Use of Employee Vehicles**

Where an employee is required to use their own personal vehicle for the employers business during the course of their employment, they will be paid \$0.56 per kilometre for such usage.

## **PART 5 HOURS OF WORK**

### **5.1 Ordinary Hours of Work**

- 5.1.1 The ordinary hours of work will be an average of 38 hours per week in accordance with the roster which has been given separate to this document. The salary as outlined in Clause 5 is the remuneration for the average 38 hours per week.
- 5.1.2 Shift arrangements including but not limited to the days to be worked and/or the time of commencing and finishing shifts, may be varied by agreement between the employer and the employee concerned to suit the employer's operational requirement. In the absence of such agreement, shift arrangement may be varied by seven day's notice of alteration given to the employee.

- 5.1.3 Should shift arrangements be varied the rate of pay will be adjusted if appropriate to ensure it complies with the requirements of the award known as the "Motor Bus Drivers and Conductors (State) Award.
- 5.1.4 Where a requirement exists to perform overtime duties outside of the average 38 hours per week a payment will be paid at \$22.95 per hour for the first two hours Monday to Saturday and \$30.60 per hour for each hour worked.
- 5.1.5 Where an employee is absent from their shift, a deduction of wages will be made which is equal to the hours so absent. Provided, where a sick leave payment is made for the time so absent the payment will be made at \$15.30 per hour.

## **5.2 Meal Breaks and Allowance**

An employee shall not be required to work in excess of 5 hours without a break for a meal. Provided the 5 hours may be extended to 6 hours due to an operational requirement or by agreement with the employee concerned. The meal breaks are paid and counted as part of hours worked for the purposes of the salary as reflected in this agreement as per clause 4.1 of this agreement.

### 5.2.1 Meal Allowance

Where an employee is required to continue working in excess of two hours past the ordinary hours of his or her shift a meal allowance of \$7.50 will be paid to the employee.

## **5.3 Call Outs Excluding Casual Employees**

Where a full time employee is called into work overtime they will receive a minimum of 4 hours work paid at the appropriate overtime rate of pay. Where such a payment is paid the employee shall remain at work for at least the minimum 4 hours and perform worked as required.

# **PART 6 TYPES OF LEAVE AND PUBLIC HOLIDAYS**

## **6.1 Personal Leave**

### 6.1.1 DEFINITIONS

- (i) The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:
  - (a) a member of the employee's immediate family; or
  - (b) a member of the employee's household.
- (ii) The term immediate family includes:
  - (a) spouse including a former spouse, a de facto spouse and a former de facto spouse of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
  - (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

### 6.1.2 ENTITLEMENT

The amount of personal leave an employee may take as sick leave depends on how long he or she has worked for the employer and accrues at 76 hours per annum.



- (a) An employee who attends a registered dentist, physiotherapist, chiropractor, osteopath, optometrist, or a psychologist may be granted out of their sick leave entitlement leave of absence for a period not exceeding one week in aggregate (in respect of each practitioner) in any twelve month period, provided they furnish the employer with a satisfactory certificate from such practitioner.

## **6.2 Sick Leave**

6.2.1 Subject to Clause 6.2.2:

- (i) an employee is entitled to up to 76 hours paid sick leave in each year of employment if he/she is unable to perform their duties due to genuine illness or injury; and
- (ii) untaken sick leave accruals will accumulate from year to year for a maximum period of 912 hours.
- (iii) For the number of hours, which the employee is paid sick leave, an equal amount of hours will be deducted from the employee's sick leave accrual.

6.2.2 Before granting paid sick leave, the Company will:

- (i) require the employee as far as practicable to state the nature of the injury or illness and the estimated duration of the absence; and may
- (ii) Require the employee to provide evidence to prove to the Company's satisfaction that you were unable, on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

In addition before granting paid sick leave, the Company may:

- (iii) require the employee to be examined by a medical practitioner nominated by the Company who will provide a report to the Company in respect of the illness or injury.

6.2.3 Sick leave is leave to which an employee is entitled without loss of pay because of his or her personal illness or injury.

## **6.3 Bereavement Leave**

An employee is entitled to use up to five days paid bereavement leave on any occasion on which a member of the employee's immediate family or household in Australia dies or outside of Australia if the employee attends the funeral. Additional bereavement leave shall be negotiated between the employer and the employee should the employee travel outside of Australia to attend the funeral.

## **6.4 Annual Leave**

6.4.1 Subject to clause 6.4.2 each employee shall be entitled to 190 paid hours of annual leave following each 12 months of continuous employment and pro rata entitlements for incomplete years.

6.4.2 There will be no entitlement to an annual leave loading as it is included as part of the annual salary.

6.4.3 All annual leave arrangements are subject to the approval of the Contract Manager.

6.4.4 Annual leave will be paid at the ordinary rate as outlined in Clause 4.1.1.

## **6.5 Parental Leave**

An employee will be entitled to parental leave in accordance with the relevant state legislation.

## **6.6 Jury Service**

An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

An employee shall notify his/her employer as soon as possible of the date upon which he/she is required to attend for any service. Further the employee shall give his/her employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

## **6.7 Other Leave**

Absences for study, examinations etc. may be granted either as paid or unpaid leave subject to the absolute discretion and prior written approval of the Contract Manager.

## **6.8 Long Service Leave**

Entitlements to long service leave will be in accordance with the relevant state legislation.

## **6.9 Casual Employment**

6.9.1 A casual employee shall be engaged by the hour and paid to the nearest minute with a minimum payment of one hour.

6.9.2 A casual employee shall be paid at the rate of \$18.90 per hour.

6.9.3 The hourly rate of pay prescribed in this clause shall apply to the hours worked on all or any shift which the employee may work Monday to Sunday.

## **6.10 Public Holidays**

Entitlement

6.10.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and the following days, as prescribed in New South Wales: Australia Day, Anzac Day, Queen's Birthday and Eight Hours Day/Labour Day; and one other day which may be specified by the State of New South Wales as being a public holiday or otherwise nominated by the majority of the employees.

6.10.2 Where public holidays in lieu of the above days are declared or prescribed on days other than those set out in the above paragraph, those days shall constitute holidays in substitution for the above holidays for the purposes of this agreement.

6.10.3 Where an employee is rostered to work on any of the above holidays they must so work as required. Payment for working on any of the above holidays has been included in the salary as outlined in clauses 4.1.1.

## **PART 7 UNION DELEGATE TRAINING**

7.1 Elected union delegate shall be allowed training on approved courses with the consent of the employer up to a maximum of 76 hours per year at the employers cost. The 76 hours will be the total aggregate of hours paid by the employer for all or any delegates.

## **PART 8 LICENCES**

8.1.1 All employee's will be required to obtain and retain the following licences;

Drivers Licence

- 8.2 Should an employee lose their Drivers licence their employment with the company shall be terminated, unless suitable alternative duties can be found when the loss of licence is for a period of less than 6 months. This shall be determined solely at the discretion of the employer and the employer's decision shall be final in this regard. Any loss of licence for a period of 6 months or more will result in termination.

### **PART 9 WAGE DEDUCTIONS**

- 9.1 Where an employee gives the employer a signed authority for a wage deduction the employer will make the deduction in accordance with such authority.

### **PART 10 UNDERPINNING AWARD**

- 10.1 The terms of this Agreement shall apply to the exclusion of the Award known as the "Motor Bus Drivers and Conductors (State) Award New South Wales".

### **PART 11 APPRAISAL**

- 11.1 The Company will conduct an annual appraisal on or about the anniversary date of the employment with the Company to cover all aspects of the employment including any training courses deemed necessary. These appraisals are structured in such a way as to allow a two-way communication between the appraiser and appraisee.

### **PART 12 QUALITY**

- 12.1 The Company takes great pride in its quality of service to the customer. An employee is to ensure a commitment to their work that will maintain and enhance such quality.

### **PART 13 TRAINING**

- 13.1 An employee may be required to undergo training to both retain and improve their competency levels and enable higher skilling of existing functions to ensure improved efficiency.

### **PART 14 DISCRIMINATION**

- 14.1 The relevant State and Federal Government Legislation will apply.

### **PART 15 - SIGNATORIES**

Signed for and on behalf of:

Serco Australia Pty. Limited.:

Date: 8 / 1 / 03

Signed for and on behalf of:

Australian Workers Union

Date: 18 / 12 / 03