

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/110

TITLE: The Australian Workers' Union, New South Wales J & A Guardrail Pty Ltd Enterprise Agreement 2003-2006

I.R.C. NO: IRC4/279

DATE APPROVED/COMMENCEMENT: Approved 19 February 2004/Commenced 10 October 2003

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 21 May 2004

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by J&A Guardrail, located at Glenreagh, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award and Plant Operators on Construction (State) Award

PARTIES: J & A Guardrail Pty Ltd -&- The Australian Workers' Union, New South Wales

THE AUSTRALIAN WORKERS' UNION, NEW SOUTH WALES J&A GUARDRAIL PTY LTD ENTERPRISE AGREEMENT 2003-2006

1. Title

This agreement shall be known as The Australian Workers' Union, New South Wales J&A Guardrail Pty Ltd Enterprise Agreement 2003-2006

2. Arrangement

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3. Objectives of the Agreement

The objectives of this agreement are as follows:

- i. To maintain and enhance the efficiency and productivity of the company.
- ii. To provide for increased pay and conditions of employment for employees.

- iii. To engender a cooperative industrial relations environment within the company and between the parties.
- iv. To maintain and improve occupational health and safety standards on company projects.
- v. To recognise the value of training and provide increased opportunities for employees to upgrade skill levels.

4. Parties Bound

This agreement shall be binding on J&A Guardrail Pty Ltd (COMPANY) and The Australian Workers' Union, New South Wales ("AWU") and all employees of the company whose employment is, at any time when the agreement is in operation, subject to the agreement.

5. Period of Operation

This agreement shall come into force from the first full pay period on or after 10 October 2003 and shall remain in force for a period of three (3) years.

6. Application

This agreement shall apply to all employees of the company engaged on, or in connection with civil construction, civil engineering by construction, maintenance, or alteration of guardrail or other safety barriers in N.S.W.

7. Relationship to Parent Award

- 1 This agreement is supplementary to, and shall be read and interpreted wholly in conjunction with the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award ("award"). and Plant Operators on Construction (State) Award
- 2 In the event of any inconsistency between the awards and an express provision of this agreement, the terms of this agreement shall prevail to the extent of such inconsistency, unless the express provision of the agreement provides otherwise.

8. Negotiation of a Subsequent Agreement

- i. The parties agree to be available to commence negotiations for a new enterprise agreement to succeed this agreement at least 3 months before the nominal expiry date.
- ii. The parties intend to conclude these negotiations prior to the nominal expiry date.
- iii. These negotiations shall be conducted between the parties with the negotiated outcome being subject to majority approval of a vote of the employees collectively at a central venue mutually agreed by the parties.

9. Additional Individual Payments, Benefits Or Conditions

While this agreement applies, if the company agrees to pay or provide any payment, benefit or condition which is additional to or in excess of the wages and conditions contained within this agreement and which is not pursuant to or consistent with this agreement, to any employee whose employment is covered by this agreement through an Australian Workplace Agreement or any other form of individual contract, or any informal arrangement, the employer will pay or provide that additional or excess payment, benefit or condition without any offset or limitation to all employees whose employment is covered by this agreement.

10. Application of Project Agreements

This agreement shall apply to the employer's single business and every part thereof, but will be varied to incorporate the terms of any agreement reached by the parties in relation to supplementary wages and conditions of employment on a major construction project over \$100 Million.

Alternatively, the parties may jointly enter into a separate agreement, including a multi-business agreement, to cover that part of the employer's single business associated with the employment of persons on a major construction project.

Any additional project allowance and benefits will be paid in addition if superior to the provisions of this enterprise agreement. However, such benefits will only be applicable where the company is contractually obliged to pay under the terms of a project agreement.

11. Classification Structure, Rates of Pay and Increases

This agreement provides for the transfer of all employees (with the exception of apprentices and trainees) to the classification structure as contained in Appendix A. The company will pay the wage rates as detailed in the Appendix A.

As at 1 July each year the rates shall increase by 4%.

All expense related allowances not specifically mentioned in this agreement will be paid as per the award as varied from time to time.

12. Fares and Travelling Allowance

Employees of the company will be paid in addition to the wage rates prescribed in this agreement a daily fares and travel allowance (including RDOs) of \$16.00 per day, if required to report to a construction site within a 100km radius of their normal place of residence. All other employees who, start and finish at depot or are provided with transport to and for the construction site will not receive payment for fares. All sites that are more than 100km for employees residence will be provided with board and lodgings at no cost to them. Board is defined as three meals per day. travel to and such lodgings will be consider as if time was worked.

13. Industry Standards

a. Superannuation

It is a term of this agreement that the company pay the contributions and increases into the Construction and Building Unions Superannuation Scheme (C+BUS) for each employee or the Superannuation Guarantee Levy if it is greater than the specified contribution.

These contributions and increases are inclusive of any employee superannuation contribution which may be payable pursuant to legislation.

The company will before commencement of employment, ensure that a prospective employee is a member or enrolls in the C+BUS Scheme.

All superannuation contributions will accrue weekly, but will be paid monthly as required by a trust deed. No employee will commence employment unless he/she is a registered member of the C+BUS Scheme.

The company herein authorises the union to access C+BUS records so as to ensure all obligations in respect of payment by the company for employees, has been complied with.

b. Redundancy

A payment of \$25 per week for all employees including casuals on signing with an increase of \$5 per week on each 1 July for the life of the agreement. All payments to be paid into A.C.I.R.T.Or payments set out by site agreements

c. Top-Up/24 Hour Income Accident Protection Insurance

It is the term of this agreement that immediately upon signing this agreement, the company will provide if not already in existence agreed additional insurance coverage for employees of the company in accordance with the prevailing industry standard.

d. Clothing

Employees after four (4) weeks employment with the company will be automatically supplied with:

Two (2) sets of shirts and shorts, overalls or trousers bib and brace; or any combination of the above.

This clothing will be re-supplied 1st March and 1st September each year except to a new employee who received clothing within three (3) months of these dates.

Employees when working on site are required to wear all footwear and clothing supplied. All footwear and clothing supplied shall be of Australian manufacture if possible. It is the responsibility of employees to clean all clothing and maintain same in a neat and tidy condition.

Safety boots will be provided by the company of employment if required, and replaced on a fair wear and tear basis.

The clothing supplied will have a minimum of UPF 40 rating (Australian Standard 4399). The product selected will need to be breathable, consist of a reflective material where applicable, be light weight, UV stable, and have a high visibility quality conforming to draft Australian Standard 96029.

e. Family Leave

In recognition of the family responsibilities of employees, the company makes provision for paid family leave. It is a term of this agreement that employees are eligible to a maximum of 38 hours paid family leave per year of service. Such leave can be accessed from accumulated sick leave. This time can be used to care for sick family/household members.

f. Crib/Meal Allowance Rationalisation

If the employee works an additional 1.5 hours or more overtime after ordinary hours he/she will be eligible for a \$15.00 meal allowance inclusive of crib. No payment whilst living away from home.

g. Long Service Leave

Prior to commencement of employment the company will register a prospective employee if not already registered with the Building and Construction Industry Portable Long Service Scheme. The company will strictly comply with all requirements of the Building and Construction Industry Long Service Payments Acts and in particular will issue all certificates of service with all details including the employees registration number.

h. Register of Employees

The company will maintain and provide on request, to an official of the union, a register containing the name, classification, commencement date, date of birth, C+BUSS, LSL and union number of all employees covered by this agreement.

i. Weekly Hire

The company's employees will be employed on the basis of the weekly hire. For the purpose of this clause weekly hire will require the company to give one weeks notice in cases of termination, except for serious and willful misconduct or a weeks pay in lieu of notice

j. Casual Employment

i. Casual receive a 20% loading on ordinary hours

ii. Ordinary hours are 7.6 hours per day, Monday to Friday.

- iii. After a casual has worked more than 1500 ordinary hours in a 12 month period ,he or she must be offered weekly employment in writing and a written response must be recorded ,signed by that employee.
- iv. A casual will have a minimum engagement of four(4) hours ,rates are in lieu of sick leave, annual leave ,public holidays, wet weather, RDOs.

14. Picnic Day

In accordance with the Award picnic day provision the company will require from an employee proof of picnic day attendance, i.e. ticket purchase before payment is made for the day. A financial union ticket is deemed as evidence of ticket purchase. No work shall be scheduled on the first Monday of December each year which is the Annual Building and Construction Industry Picnic Day

15. Training and Related Matters

i. Vocational Training

The parties recognise that in order to increase the efficiency and productivity of the company a significant commitment to structured training and skill development is required. Accordingly the parties commit themselves to:

- a. Develop a more highly skilled and flexible workforce;
- b. Maintain an appropriate ratio of apprentices and/or trainees to trades people in training (preferably via direct employment but where more practical by agreed group apprenticeship schemes);
- c. Provide employees with the opportunity to acquire additional skills through appropriate structured training based on endorsed competency standards and curriculum;
- d. Actively encourage employees to seek formal recognition of skills including RPL (recognition of prior learning).
- e. The parties will consult on the development of appropriate training programs which:
 - 1. Are consistent with the Company's business requirements and relevant to the needs and expectations of employees and consistent with the skills development of each employee.
 - 2. May be taken either on or off the job with all reasonable steps being taken to conduct training during normal working hours.
- f. Where training is approved it will be undertaken during ordinary working hours with the employee/s concerned not suffering any loss of pay.
- g. May be conducted when work cannot proceed due to inclement weather.
- h. It may be undertaken outside of ordinary hours, but will be paid at single time or will at the employees option, be taken as time off in lieu of payment. Provided that the scheduling of time off must be consistent with the needs of the business and must be approved by the company.
- i. Any training costs for courses will be paid by the company.
- j. The company will not be asked to meet the costs of training undertaken by employees which are not approved.
- k. Leave of absence granted pursuant to this clause shall count as service for all purposes of the award and this agreement

16. Workers Compensation and Rehabilitation

- i. The company agrees to the implementation of an agreed worker's compensation and rehabilitation policy. The operations of this policy shall be reviewed on a regular basis.
- ii. The parties commit to ensuring that the rehabilitation of injured workers is an accepted practice, and that suitable duties are provided when available. No employee will be terminated whilst on workers compensation during the first 26 weeks of any injury.
- iii. If an injured employee is dismissed because he/she is not fit for employment as a result of the injury received and within a period of 2 years becomes fit to do the job he/she was previously doing for the company, the employee shall upon request, be re-employed when first vacancy becomes available.
- iv. The parties agree that the person responsible for the management of rehabilitation cases must be adequately trained to do the job. If such a person is not available within the company, then the services of an agreed industry specific rehabilitation coordination provider/service will be accessed.
- v. The company will ensure that all persons engaged to work are covered by workers compensation insurance with the estimated wages on a policy commensurate with the actual wages of the company and number of employees.
- vi. The company and their employees will comply with the following steps to ensure expedited payment of workers compensation:
 - a. All employees will report injuries/accidents at the earliest possible time after the injury;
 - b. All employees will comply with requirements for making a workers compensation claim, including the provision of a medical certificate, at the earliest possible time after the injury/accident;
- vii. In cases where the employee is unable to comply with a. or b. above, the company will assist in fulfilling requirements for making a claim.
- viii. The company is aware of and will abide by sections 90 to 93 of the Workers Compensation Act 1987, which provide that:
 - a. It must keep a register of injuries in a readily accessible place. The company will ensure that all accidents/injuries are recorded in a site accident book. These records will be maintained by the company centrally, when work on a particular site is complete.
 - b. All employees must enter in the register any injury. The company must be notified of all injuries on site immediately.
 - c. The company who receives a claim for compensation, or any other documentation in respect of a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer.
 - d. The company who receives a request from their insurer for further specified information, must within seven (7) days after receipt of the request, furnish the insurer with information as in the possession of the company or reasonably obtainable by the company.
 - e. The company upon receipt of compensation money from an insurer will pay the money immediately to the person entitled to the compensation.
- ix. In cases where there is no dispute about an injury having been sustained at work/travelling to and from work, the company is liable to pay workers compensation immediately upon notice of the injury being given by the employee.
- x. The company shall make payments of workers compensation to an injured worker promptly.

17. Medical Checks

All new employees may be required to a medical before starting employment. All costs to be met by the employer.

18. Sick Leave Accumulation

Employees are entitled to one (1) day of paid sick leave entitlement on the first day of every calendar month of employment. This entitlement will accumulate monthly from year to year in this fashion to a maximum of 100 days.

19. Counselling and Disciplinary Procedures/Termination of Employment/Redundancy

Upon commencement of employment an employee will be advised of the following procedures:

i. Performance/General Misconduct

In the event that an employee fails to maintain satisfactory performance levels or in the case of general misconduct (eg lateness for work), the following counselling procedure will be applied. An employee may elect at any step to have a union delegate present.

Step 1 - Verbal Warning/Counselling

The company shall have a discussion with the employee in which it will advise him/her of the problems that it believes exist. The employee will then have the opportunity to respond to the allegations. If appropriate the company will then:

Remind the employee of the procedures;

Issue a verbal first warning;

Advise the employee of the standards of improvement required.

Step 2 - First Written Warning/Improved Performance

If the employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the company shall have a further discussion with the employee in which it will advise him/her of the problems that it believes exist. The employee will then have the opportunity to respond to the allegations. If appropriate the company will then issue a written warning detailing:

The issues of concern;

The standards of improvement required.

Step 3 - Final Written Warning/Improved Performance

If the employee fails to meet the standards of improvement in accordance with Step 2 within a reasonable period of time, the company shall have a further discussion with the employee in which it will advise him/her of the problems that it believes exist. The employee will then have the opportunity to respond to the allegations. If appropriate the company will then issue a final written warning detailing:

The issues of concern;

The standards of improvement required;

That it is a final written warning and that failure to meet the standards of improvement stated therein will lead to dismissal.

A copy of this warning will be given to the company union delegate or area organiser.

The relevant employee being counselled will be requested to sign a copy of the written warnings referred to in Step 1 and Step 2 of this clause.

Step 4 - Revocation of Warning

If after receiving a final warning, the employee repeats the same conduct within a period of three (3) months, then the employee may be terminated.

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

Step 5 - Dismissal

If the employee fails to meet agreed standards of improvement in accordance with Step 3 within a reasonable period of time, the company shall have a further discussion with the employee in which it will advise him/her of the problems that it believes exist. The employee will have the opportunity to respond to the allegations. If appropriate the company may then:

Issue a written notice of dismissal in accordance with this agreement detailing the reasons for the dismissal.

ii. Serious and Willful Misconduct

In the case of serious and wilful misconduct (eg theft, assault), the following procedure shall be followed:

The company shall have a discussion with the employee in which it will advise him/her of the alleged serious and wilful misconduct. The employee shall be entitled to have a union delegate/official in attendance and will have the opportunity to respond to the allegation. If appropriate the company may then issue a written notice of dismissal detailing the reasons for the dismissal.

20. Consultative Committee

The parties to this agreement recognise that consultation and employee involvement are essential to improved industrial relations and company performance. The workforce shall be fully informed and be given maximum opportunity for input into decision making. Appropriate consultative mechanisms shall be established within the company and where agreed on major projects.

i. A Joint Consultative Committee (JCC) will be established in companies with over twenty (20) employees. The role of this committee will be, but not limited to the following:

The monitoring of the implementation and on going operation of this agreement, and to seek remedies where the objectives of the agreement are not being met;

The development and monitoring of key productive improvements, and the measurement of the effectiveness of those initiatives;

The monitoring of the implementation of training measures the purpose of which will be to advance the concept of continuous workplace training and skills enhancement; and

The maintenance of effective compliance with the dispute settlement procedures of this agreement by all parties.

ii. The committee shall consist of equal representation of both the employees and the company, and shall not be less than four members in total.

- iii. The committee may at its discretion call on other persons or experts to attend the committee and to advise it on specific matters of concern to the committee.
- iv. Employee representatives will be allowed reasonable time during working hours to prepare and/or report the outcome of meetings.
- v. The committee will usually meet at least bi-monthly during the life of this agreement and will be jointly chaired by a representative of the company and a nominated representative of the employees.
- vi. An official of the union will be welcome to attend meetings of the JCC.

21. Dispute Settlement Procedure

There will be a genuine effort by all parties to resolve grievances of employees in a conciliatory fashion without recourse to stoppages of work.

Outlined herein are principles and procedures that will regulate the resolution of grievances and industrial disputes:

- i. Disputes on any work related grievance or industrial matter shall be dealt with as close to its source as possible.
- ii. An employee or the union delegate/official shall initially submit any work-related grievances and or industrial matters to the on-site company foreperson, supervisor or other appropriate site representative.
- iii. If the issue remains unresolved the employee or union delegate/official may then submit the issue to the appropriate senior management person.
- iv. If the dispute or grievance has the potential to cause disputation or dislocation to the work of employees of a different company working on the same site where applicable, appropriate management with the principle contractor will be notified.
- v. If the issue remains unresolved the matter may be referred to an executive official of the union for direct discussion with senior management of the company and or principle contractor.
- vi. Whilst the above procedures are being followed, work shall continually normally.
- vii. Should the matter remain unresolved after the direct discussions between the union and management there shall be a 48 hour cooling off period.
- viii. After the cooling off period the union and the company shall be free to exercise their respective rights. The issue in dispute shall be treated as if it is a "proposed agreement" and all parties shall be bound by the said provisions accordingly.
- ix. Each party will ensure each step of the above procedure is followed within reasonable time frames.
- x. This dispute settlement procedure does not apply to health and safety issues.

22. Occupational Health and Safety Resolution Procedures

- i. The parties to this agreement recognise the importance of occupational health and safety and will co-operate to ensure that standards are maintained and enhanced.
- ii. In the event of any disagreements on the necessity to carry out any safety measure or modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause will be adopted.
- iii. No person shall dismiss a safety complaint. Any complaint shall be referred to the company safety officer or workers' safety representative to be dealt with in accordance with the following procedures:

- a. Where any employee becomes aware of an unsafe situation, that employee will immediately notify the company safety officer and/or the workers' safety representative.
 - b. The relevant safety representative(s) will take immediate action to have the unsafe situation rectified.
 - c. Should the company safety officer consider that no safety precautions are necessary, he/she will notify the workers' safety representative accordingly as soon as possible.
 - d. While there is disagreement on the ruling of the company safety officer, he/she will arrange for the immediate transfer of all employees from the disputed area.
 - e. Should the company safety officer be of the opinion that no action is necessary and the workers' safety representative disagrees, an appropriate inspector from WorkCover will be requested to undertake an inspection of the disputed area for the purpose of resolving any such matter.
 - f. If disagreement still exists the chief inspector or nominee of WorkCover will be called in to assist in the resolution of the dispute.
- iv. Whilst the above procedure is being followed there will be no stoppage of work in respect to the matter being considered, except in an area alleged to be unsafe.
 - v. It is accepted that safety considerations override normal work practices and depending on the degree of potential risk to persons on the job, or the general public, can override normal demarcation practices.
 - vi. Nothing in this clause shall be construed as restricting the rights of the appropriate Union official(s) to become involved at any stage of this process to assist with the resolution of any safety issue.

23. Occupational Health and Safety/First Aid Training

The parties to this agreement are committed to the safe operation of plant and equipment, to the observance of safe working practices, the provision by the employer and correct and proper use of all personal protective equipment and to the safety and good health of all employees. The company recognises its responsibilities to provide a safe and healthy workplace and accordingly agrees:

- i. To comply with all current codes of practices, regulations, WorkSafe Australia documentation and approved and recognised industry standards with as a minimum requirement, compliance with the company's obligations under the *Occupational Health and Safety (OH&S) Act* (1983) as amended.
- ii. Where applicable and agreed, employees will attend with pay all relevant OH&S codes of practice training courses.
- iii. To authorise all employees elected to safety committees to attend an approved and agreed safety committee/representative training course (as per section 25 (2) of the NSW *OH&S Act* 1983 as soon as practicable or within one (1) month of being elected to such a position.
- iv. All employees of the company will complete the accredited WorkCover Authority induction by an agreed provider and any applicable site specific OH&S inductions.
- v. All employees will have access to high quality amenities not less than the provisions required by WorkCover codes of practice/regulations.
- vi. To enrol employees in appropriate first aid training courses. The aim of the company will be to have a minimum of 25% of employees complete relevant first aid training during the life of this agreement.

24. Trade Union Rights and Representation

An employee elected as a union delegate shall upon notification by the union to the company be recognised as the accredited representative of the union. The delegate will be allowed all time during working hours to submit to the company matters affecting employees.

A delegate will be given access on site, to a telephone and all meetings and administrative facilities necessary for the performance of his/her duties.

The company agrees to the payment to the union and the deduction of union fees from employees pay upon authorisation of an employee(s). to assist employees,

No later than three (3) months of the expiry of this agreement, employees will be eligible to attend a union meeting during ordinary hours of work with pay, at an agreed venue and time, to discuss claims that may be applicable to their next collective bargaining agreement. No work will be scheduled during such meeting.

25. Right of Entry

Accredited union officials shall have right of entry to any place or any premises where the company is undertaking work for the purpose of interviewing employees, checking on wage rates, award/agreement breaches, or safety conditions or regulations. Such accredited representatives of the union will not be required to give any period of notice before exercising their right of entry. However, upon arrival on site the accredited union representatives will notify appropriate company personnel available of their presence.

26. Initiatives for Improving Productivity

- i. It is the intent of this clause that the parties approach the issue of inclement weather in a positive manner to minimise lost time.

The following procedures shall apply:

Where there is dry access, productive work within the employee's classification and covered transport or sheltered walkways provided by the company, employees can be transferred to a sheltered area and continue work.

- ii. Planning, consultation and agreed training may be undertaken during periods of inclement weather provided that any training undertaken is:

Relevant and accredited;

Consistent with national competency standards and the trade and non-trade training systems;

Provided by accredited providers;

Does not undermine apprenticeship training; and

Is delivered in adequately equipped training facilities.

- iii. Alternate work or other activities undertaken in accordance with this clause shall not count as time lost.
- iv. In the event that training is not available employees will not be unreasonably required to remain on site. The introduction of weekly hire it is recognised removes the ceiling on paid hours in relation to inclement weather.
- v. EFT - It is agreed that the company is authorised to make payment of wages by Electronic Fund Transfer (EFT). All employees will nominate a bank account(s) for the purposes of weekly payment of wages.

- vi. Spread of Hours and Shiftwork - The spread of hours during which ordinary time (8 hours per day) is applicable is extended beyond its current award scope to 6:00 am to 6:00 pm (5:00 am start during daylight savings) Monday to Friday.
- vii. Supplementary Labour - The parties agree that when necessary, to meet peak work requirements, additional labour may be sourced from an agreed bona fide Labour Hire Companies who have a collective bargaining agreement with the union signatory to this agreement.
- viii. RDO Flexibilities - It is a term of this agreement that the company will be able to utilise increased flexibility on Rostered Days Off (RDO's) by employees having their RDO on an agreed day on or 19 days before or after the designated industry RDO. Where an employee elects he/she may bank RDO's to a maximum of five (5) RDO's in a twelve month period. The weekly pay slip of an employee will record accumulated RDO entitlements. No employee will receive penalty rates for working on RDOs
- ix. Probation - Each employee after the first four (4) weeks of employment shall be assessed by the company. All employees on weekly hire must satisfy a 3 month probation period. The following procedures shall apply in respect of new employees:
 - a. Should the company believe that performance improvements are required the employee shall be given advise in respect to the area(s) of work requiring improvement after the first two weeks.
 - b. written advice before the final two weeks of the period as to what needs improvement
- x. Retrenchment/Redundancy - The parties to this agreement accept that length of service is an important consideration in determining retrenchments. However, the union accepts the principle that length of service should not necessarily be the exclusive consideration, but one of a range of factors considered including the skills and efficiency of workers, the required skills available within the existing workforce, and changes in the operational direction of the business. These issues will be determined by consultation and agreement with the Company workforce and the Union.

27. Employee Awareness

All current employees will be given a copy of this enterprise agreement with any further employees upon commencement also receive a copy.

The company recognises the importance of compliance with awards and statutory requirements and the terms of this enterprise agreement.

28. Living Away for Home

All cost will be meet by the company including all meals ,accommodation plus an allowance of \$5 per night for incidentals such as phone calls and laundry etc.

29. No Extra Claims

The employees of the company and union agree not to pursue any further claims against the company during the life of this agreement except where consistent with this agreement.

30. No Disadvantage

Arising from the implementation of this agreement no employee will suffer a disadvantage in respect of rates of pay and conditions of employment.

31. First Aid

An employee holding a first-aid certificate and appointed by the employer to preform first aid duties shall be paid two(2) dollars per day all purpose of the Award.

32. Lunch Break

All lunch breaks will be mutual agreed at each work group,as long as no employee works more than six(6) hours without break.

33. Anti Discrimination

- (i) It is the intention of the parties to this Agreement to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is taken to affect:
 - a) any conduct or act which is specifically exempted from anti-dis crimination legislation;
 - b) offering or providing junior rates of pay to persons under 21 years of age;
 - c) any act or practice of a body established to propagate religion which is exempted under s56 of the *Anti-Discrimination Act 1977*;
 - d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

NOTES

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects...any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

34. Signatures of the Parties

Signed for and on behalf of:
J&A GUARDRAIL PTY LTD

DATE: 10 / 10 / 03

Signed for and on behalf of:
THE AUSTRALIAN WORKERS' UNION,
NEW SOUTH WALES

DATE: 19 / 11 / 03

APPENDIX A

WAGE RATES AND CLASSIFICATIONS ON SIGNING

	weekly	casual
NEW ENTRANT		
No previous experience in construction industry	\$494	\$15.60p\h
Maximum period of 3 months		
CCW 2	\$570	\$18.00p\h
CCW 3	\$608	\$19.20p\h
PLANT OPERATORS		
GROUP B & C	\$646	\$20.40p\h

PLEASE NOTE

All rates include Industry allowance, Civil or mechanical projects allowance, Travel pattern loading, and road construction-distant places allowance. Weekly hourly rate is weekly rate divided by 38, all overtime rates are calculated on the weekly hourly rate.